

SyncDog Terms and Conditions for Secure.Systems

Last updated February 14, 2022

SYNCD OG, INC., ("SyncDog") PROVIDES ACCESS TO ITS SOFTWARE TITLED Secure.Systems (THE "SOFTWARE") SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS SUBSCRIPTION AGREEMENT (THE "AGREEMENT"). PLEASE READ THE TERMS OF THIS AGREEMENT CAREFULLY. AS USED IN THIS AGREEMENT, "YOU" AND "YOUR" REFER TO THE PERSON OR ENTITY USING THE SOFTWARE. SYNCD OG AND YOU ARE COLLECTIVELY REFERRED TO AS THE "PARTIES" AND INDIVIDUALLY AS A "PARTY."

BY CLICKING THE "AGREE" BUTTON, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, CLICK "DISAGREE." NOTWITHSTANDING THE FOREGOING, USING THE SOFTWARE INDICATES YOUR ACCEPTANCE OF THIS AGREEMENT.

1. Authorized Use

SyncDog authorizes You to access and use the Software during the Term of this Agreement through a combination of issued user names and passwords. You are not allowed resell or otherwise commercialize the Software. You are responsible for maintaining the confidentiality of the password(s) assigned to You, and that the passwords assigned to the number of individuals selected under a particular subscription plan will not be shared with anyone. You agree to immediately notify SyncDog if a password is lost, stolen, disclosed to an unauthorized third party, or has otherwise been compromised. You shall be solely responsible for any and all activities made under Your account, including, but not limited to, exceeding the number of authorized users.

2. Subscription

You agree to pay SyncDog an annual subscription fee to access and use the Software for the allotted time of the agreement while not exceeding the contracted amount of licensed users.

3. Payment Terms

By using Your credit card as the method of payment, You agree that You are authorized to use the credit card presented as a method of payment and that SyncDog is hereby authorized to charge Your credit card on the last day of every month for the number of devices above three devices under management at any time for the month. You must provide SyncDog with a valid credit card number and associated payment information including all of the following: (i) Your name as it appears on the card; (ii) Your credit card number; (iii) the credit card type; (iv) the date of expiration; and (v) any activation numbers or codes needed to charge Your card. If SyncDog does not receive payment from Your credit card issuer or its agent, You will be responsible for an alternate payment arrangement and any resulting fees.

4. Taxes

You are responsible for paying all taxes associated with Your use of the Software. If SyncDog has the legal obligation to pay or collect taxes for which You are responsible under this Section, SyncDog will invoice You and You will pay that amount unless You provide SyncDog with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, SyncDog is solely responsible for taxes assessable against it based on its income, property, and employees.

5. Use Restrictions

By using the Software, You agree not to do any of the following: (i) intentionally or unintentionally violate any local, state, or federal law; (iii) upload any files that contain software viruses or other harmful computer code; or (iv) interfere with the operation of SyncDog's Web servers or other computers or Internet or network connections.

6. Equipment

You are solely responsible for providing, maintaining, and ensuring, and Your sole expense, all hardware, software, electrical and other physical requirements for Your use of the Software, including, without limitation, telecommunications, Internet access connections, Web browsers or other equipment, programs and services required to access and use the Software. SyncDog may, in its sole discretion, change the applicable technical requirements to use the Software from time to time.

7. System and Usage Data

You authorize SyncDog to collect, store, aggregate, analyze and disclose anonymous data and information about Your use of the Software (collectively "Usage Data", which term does not contain any information that identifies You or any individual user). Usage Data will be owned by SyncDog and is subject to the provisions of SyncDog's privacy policy for the **SyncDog** website, which may be amended by SyncDog from time to time and is expressly incorporated by reference in this Agreement. Future updates to SyncDog's privacy policy can be found at <https://www.syncdog.com/privacy-policy-faqs/>.

8. Support

You may report an error with the Software through an online forum. SyncDog will attempt to fix the error as soon as possible and will keep you informed of its repair efforts. But SyncDog does not warrant that the error will be fixed and nothing in this Section will be construed as SyncDog warranting that an error will be fixed or fixed to Your satisfaction.

9. Accessibility

You acknowledge and agree that at times the Software may be inaccessible or inoperable for any reason whatsoever, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs that SyncDog may undertake from time to time; or (iii) causes that are beyond the control of SyncDog or that are not reasonably foreseeable.

10. Disclaimer of Warranties

SYNCDOG AND ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, AND AFFILIATES PROVIDE THE SOFTWARE "AS IS WITH ALL FAULTS" WITHOUT WARRANTY OF ANY KIND, AND SYNCDOG HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE WHETHER EXPRESS OR IMPLIED AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AND NON-INFRINGEMENT. SYNCDOG DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE, THE AVAILABILITY OF THE USER CONTENT, THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE SOFTWARE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED, OR THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL FUNCTION WITH OTHER SOFTWARE OR HARDWARE, OR WITHIN A SYSTEM. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SYNCDOG OR A

SYNCDOG AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION MAY NOT APPLY.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL SYNCDOG OR ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, OR AFFILIATES BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOST TIME, LOST SAVINGS, LOSS OF DATA, DAMAGED DATA, INACCURATE DATA, FAILURE OF TELECOMMUNICATION SERVICES, LOST CONFIDENTIAL OR OTHER INFORMATION, OR FOR BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (TORT, CONTRACT OR OTHERWISE) AND EVEN IF SYNCDOG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY. IN NO EVENT SHALL SYNCDOG'S TOTAL LIABILITY FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF MONIES PAID FOR YOUR ACCESS TO THE SOFTWARE. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

12. Indemnification

You agree to indemnify, hold harmless and defend SyncDog, its agents, officers, directors, employees, successors, assigns, and affiliates, from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorneys' fees, asserted by any person, arising out of or relating to the breach of this Agreement or the unauthorized use of the Software.

13. Termination

You may terminate this Agreement by clicking the "Cancel Account" button from Your account screen. You acknowledge and agree that You remain liable for all fees owed through the licensing term of this Agreement and authorize SyncDog to charge Your credit card for these fees. You will have 30 days from the effective date of termination to clean any necessary data off Your devices under management. After the expiration of the 30 day transition period, SyncDog will remove Your devices from the Software. If You fail to pay the fees according to Section 2 of this Agreement, SyncDog will disable the features of the Software (the "Disabling Date"). You will have 30 days from the Disabling Date to pay SyncDog all amounts owed to SyncDog or clean any necessary data of your devices. After the expiration of the 30-day period, SyncDog will remove Your devices from the Software.

14. Effect of Termination

UPON TERMINATION OF THIS AGREEMENT FOR ANY REASON, THE ACCESS GRANTED TO YOU IN SECTION 1 CEASES AND YOU ARE NO LONGER AUTHORIZED TO ACCESS THE SOFTWARE FOR ANY PURPOSE. YOU FURTHER AGREE THAT SYNCDOG'S SERVERS AND COMPUTER NETWORK CONSTITUTE A "PROTECTED COMPUTER" AS DEFINED BY THE COMPUTER FRAUD AND ABUSE

ACT (18 U.S.C § 1030 ET SEQ.) AND THAT YOUR ACCESS OF SYNCDOG'S SERVERS AND COMPUTER NETWORK FOLLOWING THE EFFECTIVE DATE OF TERMINATION OF THIS AGREEMENT IS WITHOUT AUTHORIZATION.

15. Equitable Remedies and Enforcement

You acknowledge and agree that breach of any of the obligations under this Agreement shall cause irreparable injury and shall entitle SyncDog to equitable relief or remedy. The pursuit or securing of any such equitable relief shall not prohibit or limit SyncDog to seek or obtain any other remedy provided under this Agreement or by law. If any or all of the above covenants or agreements are held to be unenforceable because of the scope or duration of such covenant or agreement or the area covered thereby, You agree that the court making such determination shall have the power to reduce the scope, duration and area of such covenant or agreement to the extent that allows the maximum scope, duration and area permitted by applicable law. The covenants, agreements and remedies provided herein are in addition to, and are not to be construed as a replacement for or limited by, the rights and remedies otherwise available to SyncDog including, but not limited to, those rights and remedies contained in the Uniform Trade Secrets Act, or its state counterparts.

16. Governing Law; Jurisdiction; Venue; Attorneys' Fees

This Agreement shall be construed and enforced in accordance with the laws of the State of Virginia. All actions, claims or disputes arising under or relating to this Agreement shall be brought in the federal or state courts in the State of Virginia. The Parties irrevocably submit and consent to the exercise of subject matter jurisdiction and personal jurisdiction over each Party by the federal and/or state courts in the State of Virginia. The Parties hereby irrevocably waive any and all objections which any Party may now or hereafter have to the exercise of personal and subject matter jurisdiction by the federal or state courts in the State of Virginia and to the venue of any such suit, action, or proceeding brought in any such federal or state court in the State of Virginia. Should You breach any of the terms of this Agreement, You hereby agree to pay all the reasonable attorneys' fees incurred by SyncDog in enforcing the terms of this Agreement. The attorneys' fees shall be paid by You irrespective of any damages recovered or any relief afforded to SyncDog.

17. Force Majeure

SyncDog shall not be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed, restricted, or prevented by reason of any act of God, act of terrorism, fire, natural disaster, act of government, strikes or labor disputes, inability to provide raw materials, power or supplies, or any other act or condition beyond SyncDog's reasonable commercial control.

18. Entire Agreement

This Agreement states the Parties' entire agreement and understanding of the subject hereof. This Agreement supersedes all prior understanding and agreements. Any prior agreement or understandings between the Parties is null and void. Modification. SyncDog shall have the right, at any time and without notice, to add to or modify the terms of this Agreement. You do not have the right to modify this Agreement without SyncDog's consent.

19. Third-Party Beneficiaries

There are no intended third-party beneficiaries of this Agreement. Waiver. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

20. Severability

If any provision or clause of this Agreement as applied to either Party or to any circumstances, shall be adjudged by a court of competent jurisdiction to be invalid or unenforceable, said adjudication shall in no way affect any other provision of this Agreement, the application of such provision in any other circumstances, or the validity or enforceability of this Agreement.

21. Assignment

You may not assign Your rights or delegate Your duties under this Agreement without SyncDog's written consent. Any attempted assignment or delegation by You without the required consent is void. Notwithstanding the foregoing, SyncDog may assign this Agreement to, without limitation, an affiliate, subsidiary, third party, or successor without Your prior consent.

22. Survival

Notwithstanding the termination of this Agreement, the Parties shall be required to carry out any provision hereof that contemplates performance subsequent to such termination, and such termination shall not affect any liability or other obligation that have accrued prior to such termination, including, but not limited to, any liability for loss or damage on account of a prior breach. Without limiting the generality of the foregoing, the Parties specifically agree that the rights and duties contemplated in Sections 2-5, 7, and 10-16 shall survive termination of this Agreement for any reason.

[Contact SyncDog.](#)