

Terms and Conditions

AvePoint Terms and Conditions

Welcome to the AvePoint web site ("Site") provided and owned by AvePoint, Inc. on behalf of it and its global subsidiaries ("AvePoint"). This User Agreement ("Agreement") contains the terms, covenants, conditions, and provisions ("Terms and Conditions") upon which you (also referred to herein as "User") may access and use this Site and the information and materials found on this Site. This Agreement also extends to any and all sites owned and operated by AvePoint. This Agreement also incorporates the privacy policy ("Privacy Policy") applicable to your use of this Site.

By accessing, viewing, or using this Site, you, the User, indicate that you understand and intend these Terms and Conditions and Privacy Policy to be the legal equivalent of a signed, written contract and equally binding, and that you agree to such Terms and Conditions and Privacy Policy. Please note that AvePoint reserves the right to change without notice the Terms and Conditions and Privacy Policy under which this Site and its many offerings are extended to you. You should review the Terms and Conditions and Privacy Policy periodically to ensure familiarity with their then-current terms and conditions. Your continued use of this Site will constitute your acceptance of such changes.

1. Grant of License.

This Agreement provides you, the User, with a personal, revocable, nonexclusive, nontransferable license to use this Site conditioned on your continued compliance with the Terms and Conditions of this Agreement. Users may access, print and download materials and information on this Site solely for personal and noncommercial use, provided that all hard copies contain all copyright and other applicable notices contained in such materials and information. Under no circumstances shall any or substantially all content of the Site be copied or downloaded in any medium. Unless and except as otherwise expressly permitted herein or with special approval directly from AvePoint, a User may not modify, create derivatives of, copy, distribute, broadcast, transmit, reproduce, publish, license, transfer, sell, mirror, frame, "deep link," "scrape," data mine, or otherwise use any information or material obtained from or through this Site. As a further condition of use of this Site, all Users warrant to AvePoint that they will not use this Site for any purpose that is unlawful or otherwise prohibited by these Terms and Conditions, including, but not limited to, attempting or actually (a) disrupting, impairing or interfering with this Site; (b) collecting any information about other users of this Site; or (c) systematically extracting data contained in this Site to populate

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2. Intellectual Property Rights.

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3. Privacy Policy.

Please see AvePoint's Privacy Policy for a summary of AvePoint's personal data collection and use practices with respect to the Site. By using this Site, you consent to AvePoint's collection and use of personal data as outlined therein.

4. Assumption of Risk.

You use the Internet solely at your own risk and subject to all applicable local, state, national, and international laws and regulations. While AvePoint has endeavored to create a secure and reliable Site, please be advised that the confidentiality of any communication or material transmitted to/from this Site over the Internet cannot be guaranteed. Accordingly, AvePoint is not responsible for the security of any information transmitted via the Internet, the accuracy of the information contained on the Site, or for the consequences of any reliance on such information. AvePoint shall have no liability for interruptions or omissions in Internet, network or hosting services. You assume the sole and complete risk of using this Site.

5. Enforcing Security.

Actual or attempted unauthorized use of the Site may result in criminal and/or civil prosecution. For your protection, AvePoint reserves the right to view, monitor, and record activity on the Site without notice or further permission from you. Any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with the investigation or prosecution of possible criminal activity on the Site. AvePoint will also comply with all court orders involving requests for such information.

6. Links to Other Sites.

AvePoint may provide links, in its sole discretion, to other sites on the Internet for the convenience of its Users in locating related information and services. These sites have not necessarily been reviewed by AvePoint and are maintained by third parties over which AvePoint exercises no control. Accordingly, AvePoint expressly disclaims any responsibility for the privacy policies, information collection practices, the content, the accuracy of the information, and/or quality of products or services, including AvePoint's products, provided by or advertised on these third-party web sites. Moreover, these links do not imply an endorsement with respect to any third-party or any web site or the products or services provided by any third-party. AvePoint reserves the right to add or remove links from the Site at its discretion, without notice.

7. Events Beyond AvePoint's Control.

You expressly absolve and release AvePoint from any claim of harm resulting from a cause beyond its control including, but not limited to, the failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses or software failures, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes or other labor problems, wars, terrorism or governmental restrictions.

8. DISCLAIMERS.

THE SITE AND ALL OF ITS CONTENT ARE PROVIDED ON AN "AS IS" BASIS AND ARE MADE AVAILABLE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. AVEPOINT MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, TO YOU OR ANY OTHER PERSON OR ENTITY AS TO THE ACCURACY, RESULTS, TIMELINESS, COMPLETENESS, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE SITE OR ANY OF ITS CONTENT. FURTHER, THE INFORMATION AVAILABLE ON THIS SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. AVEPOINT MAY MAKE MODIFICATIONS AND/OR CHANGES IN THIS SITE OR IN THE INFORMATION, MATERIALS, PRODUCTS, AND SERVICES DESCRIBED IN THIS SITE AT ANY TIME, FOR ANY REASON. YOU ASSUME THE SOLE RISK OF MAKING USE OF THIS SITE AND THE CONTENT PROVIDED HEREIN. UNDER NO CIRCUMSTANCES WILL AVEPOINT BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM YOUR USE OF THIS SITE OR THE CONTENT PROVIDED HEREIN, INCLUDING, BUT NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS, EXPENDITURES, INVESTMENTS OR COMMITMENTS, WHETHER MADE IN THE ESTABLISHMENT, DEVELOPMENT OR MAINTENANCE OF BUSINESS REPUTATION OR GOODWILL, FOR LOSS OF DATA, COST OF SUBSTITUTE MATERIALS, PRODUCTS, SERVICES OR INFORMATION, COST OF CAPITAL, AND THE CLAIMS OF ANY THIRD-PARTY, OR FOR ANY OTHER REASON WHATSOEVER, EVEN IF AVEPOINT HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

TO THE EXTENT PERMITTED BY LAW, AVEPOINT DISCLAIMS LIABILITY FOR ANY DIRECT DAMAGES BASED ON YOUR USE OF THE SITE AND ITS CONTENT.

IN ANY EVENT, THE AGGREGATE LIABILITY OF AVEPOINT FOR ANY REASON WHATSOEVER RELATED TO USE OF THIS SITE AND ITS CONTENT SHALL NOT EXCEED \$50.00

9. Indemnity.

You agree to indemnify and hold harmless AvePoint, its affiliates, and all of their officers, directors, employees, shareholders, legal representatives, agents, successors and assigns, from and against any damages, liabilities, costs and expenses (including reasonable attorneys' and professionals' fees and court costs) arising out of any third-party claims based on or related to your use of this Site or any breach by you of these Terms and Conditions.

10. Submissions.

AvePoint also welcomes your feedback and suggestions about how to improve this Site. Any ideas, suggestions, information, know-how, material, or any other content (collectively, "Submissions") received through this Site, however, will be deemed to include a royalty-free, perpetual, irrevocable, nonexclusive right and license for AvePoint to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works of, display (in whole or part) worldwide, or act on such Submissions without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist in such Submissions. You hereby waive any claim to the contrary.

11. Governing Law.

This Agreement will be governed by the laws of the Commonwealth of Virginia, without regard to conflicts of law rules, and the exclusive jurisdiction and venue for any dispute shall be the Commonwealth of Virginia.

12. Term, Termination, Amendments.

AvePoint reserves the right at any time and for any reason to deny you access to the Site or any portion thereof, and to terminate this Agreement. Termination will be effective without notice. Please note that AvePoint reserves the right to change the Terms and Conditions and Privacy Policy under which this Site is made available to you, without notice. You should review the Terms and Conditions and Privacy Policy periodically to

ensure familiarity with their then-current terms and conditions. Your continued use of this Site will be conclusively deemed acceptance of any changes.

13. Waiver.

Failure to insist on strict performance of any of the Terms and Conditions of this Agreement will not operate as a waiver of any subsequent default or failure of performance. No waiver by AvePoint of any right under these Terms and Conditions will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time.

14. Nature of Relationship/Severability.

No joint venture, partnership, employment, or agency relationship exists between you and AvePoint as a result of this Agreement or your use of this Site. If any provision of this Agreement is held unenforceable by a court or tribunal of competent jurisdiction, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

15. Entire Agreement/Reservation of Rights.

These Terms and Conditions and AvePoint's Privacy Policy represent the entire agreement between you and AvePoint with respect to your use of and material available on or through this Site, with the exception of any products (including any software), and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and AvePoint with respect to this Site. Any rights not expressly granted herein are reserved.

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