

# Online Terms of Services

## Terms

[Terms & Conditions](#)

## Policies

[Privacy Policy](#)

[Cookie Policy](#)

## Compliance

[GDPR Statement](#)

A contract (**'this Agreement'**) is formed between:

- **Dropmysite Pte Ltd** (reg'n no 201135917D), trading as "**Dropsuite**" (reg'n no 53375211J) ('Dropsuite'), a company incorporated in Singapore with its registered office at #01-12 Block 71, Ayer Rajah Crescent, Singapore 139951 and
- Partner, being the individual or entity whose information was provided to Dropsuite and in response to which Dropsuite provided a link to the Partner Sign Up Portal on [www.staging-dropsuite.kinsta.cloud](http://www.staging-dropsuite.kinsta.cloud),

on the terms, and subject to the conditions, set out herein when the Partner registers with Dropsuite by clicking on 'Submit' on the Partner Sign Up Portal.

## SECTION A: GENERAL TERMS

### 1. INTERPRETATION

#### 1.1 Definitions

In this Agreement, the following terms have the following stated meanings:

<b>this Agreement</b>	Section A (General Terms) and, where applicable, Section B (Data Protection Terms).
<b>Dropsuite Data Backup Service</b>	The Dropsuite Data Backup Service enables individuals and enterprises to easily backup, recover and protect their personal and business information. Its core functionality is described in more details on the Dropsuite Website, as updated by Dropsuite from time to time.
<b>Dropsuite Website</b>	<a href="https://dropsuite.com/">https://dropsuite.com/</a> or such other site notified to the Partner by Dropsuite at any time and from time to time.
<b>Branding</b>	Dropsuite provides the Dropsuite Data Backup Service to the Partner on a 'Dropsuite-branded' basis. It will notify the Partner from time to time of the brand(s), trade mark(s), logo(s) and/or other design(s) (the 'Brands') that the Partner may use to conduct the Business.
<b>Business</b>	The promotion, marketing and reselling of the Dropsuite Data Backup Service by the Partner in the Territory.

<b>Confidential Information</b>	<p>the terms of this Agreement and any information that:</p> <ul style="list-style-type: none"> <li>- is not public knowledge and/or</li> <li>- the receiving Party knew, or ought to have known from the surrounding circumstances and context, should be treated as Confidential Information,</li> </ul> <p>and that is obtained from the other Party in the course of, or in connection with, this Agreement and, in the case of Dropsuite, Intellectual Property owned by Dropsuite (or its licensors).</p>
<b>Date of this Agreement</b>	The date (Singapore time) on which the Partner clicked on 'Submit' on the Partner Sign Up Portal and registered as a reseller partner of Dropsuite.
<b>End User</b>	a person to whom the Partner resells the Dropsuite Data Backup Service.
<b>End User Terms and Conditions</b>	written terms and conditions that form an agreement between the Partner and the End User for the supply of products and services to its End Users.
<b>Fees</b>	The Partner may pay to Dropsuite fees in accordance with Clause 5 of this Agreement and the fee quoted to the Partner by Dropsuite on the Partner Sign Up Portal as such fee may be amended at any time and from time to time by Dropsuite in its sole discretion and with 30 days' notice to the Partner.
<b>Force Majeure</b>	<p>An event that is beyond the reasonable control of a Party, excluding:</p> <ul style="list-style-type: none"> <li>- an event to the extent that it could have been</li> <li>- avoided by that Party taking reasonable steps or reasonable care or lack of funds for any reason</li> </ul>
<b>Intellectual Property Rights</b>	includes copyright and all worldwide rights conferred under statute, common law or equity relating to inventions (including patents), registered and unregistered trade marks and designs, circuit layouts, data and databases, Confidential Information, know how and all other rights resulting from intellectual activity. Intellectual Property has a consistent meaning and includes any enhancement, modification or derivative work of the Intellectual Property.
<b>Party and Parties</b>	Respectively, each of Dropsuite and the Partner and both Dropsuite and the Partner collectively
<b>Partner Portal</b>	<p>A portal on the Dropsuite Website:</p> <ul style="list-style-type: none"> <li>- on which a potential partner of Dropsuite may click 'Submit' in order to register as a partner of Dropsuite (the 'Partner Sign Up Portal') and</li> <li>- which the Partner has access to and may use, after such registration, in order to resell the Dropsuite Data Backup Services</li> </ul>

<b>Term</b>	The term of this Agreement, commencing on the date of this Agreement and ending on the date on which this Agreement is terminated in accordance with Clause 9.
<b>Territory</b>	Worldwide
<b>Underlying Systems</b>	The: (a) software owned by Dropsuite (and its licensors) and (b) the IT solutions, systems and networks (including any third party solutions (whether software or hardware), systems and networks),
<b>Year</b>	a 12-month period starting on the date of this Agreement or the anniversary of that date.

## 1.2 Interpretation

- a. clause and other headings are for ease of reference only and do not affect the interpretation of this Agreement; words in the singular include the plural and vice versa
- b. a reference to a Party to this Agreement includes that Party's permitted assigns, to personnel includes officers, employees, contractors and agents, but a reference to the Partner's personnel does not include Dropsuite, to a person includes an individual, a body corporate, an association of persons (whether corporate or not), a trust, a government department or any other entity, to including and similar words do not imply any limit and to a statute includes references to regulations, orders or notices made under or in connection with the statute or regulations and all amendments, replacements or other changes to any of them
- c. if Section B applies and there is any conflict between Section B and Section A then Section B prevails unless Dropsuite provides written notice to the Partner expressly stating that Section B will not so prevail.

## 2. PARTNER'S RIGHT TO CONDUCT THE BUSINESS – STATUS OF THE PARTIES

### 2.1 Appointment and acceptance

Dropsuite agrees to appoint, and the Partner accepts appointment, to resell the Dropsuite Data Backup Service on the terms, and subject to the conditions, set out in this Agreement.

### 2.2 Right to conduct the Business

Dropsuite grants to the Partner the non-exclusive, non-transferable right to conduct the Business in the Territory in accordance with this Agreement for the Term and the Partner must use best efforts to so conduct the Business. Dropsuite acknowledges and agrees that such right does not prevent the Partner from being in any way concerned or interested either directly or indirectly in the provision of services that compete with the Dropsuite Data Backup Service or have substantially similar functionality.

### 2.3 Partner acknowledgements

The Partner acknowledges that:

- a. nothing in this Agreement applies to limit or restrict Dropsuite's right to conduct the Business directly through a related corporation in the Territory or Dropsuite's right to authorise third parties as its partners or otherwise to conduct the Business in the Territory so that the Partner and any and all other third parties appointed and authorised by Dropsuite at its sole discretion as its partners shall have the right to market and sell the Dropsuite Data Backup Service in the Territory during the Term
- b. Dropsuite reserves the right, but is not obligated, to participate in joint marketing activities with the Partner to promote and may also otherwise sell and/or promote the Dropsuite Data Backup Service in the Territory during the Term and
- c. this Agreement does not transfer or licence any Dropsuite Intellectual Property to the Partner.

## **2.4 Status of the Parties**

The Partner is an independent contractor of Dropsuite. No other relationship (for example, employer, joint venture, agency, trust or partnership) exists under this Agreement. The Partner undertakes and agrees not to, in any way, describe itself as an agent or representative of Dropsuite and acknowledges and agrees that it does not have any authority to bind Dropsuite to any agreements and/or to pledge the credit of Dropsuite in any way.

## **3. ROLES AND RESPONSIBILITIES OF THE PARTIES**

### **3.1 Dropsuite's role and responsibilities**

Dropsuite agrees that it shall host, manage and maintain the Dropsuite Data Backup Service so that it can be used and resold by the Partner to its End Users in accordance with this Agreement.

### **3.2 The Partner's marketing and reselling role**

The Partner agrees that it shall, at its own expense, market and resell the Dropsuite Data Backup Service in the Territory in accordance with this Agreement, using all due care and diligence and cultivating and maintaining good relations with its End Users and potential customers in the Territory in accordance with sound commercial principles.

### **3.3 The Partner's conduct generally**

The Partner agrees that it shall obey Dropsuite's instructions in relation to the intended use of the Dropsuite Data Backup Service and supply to Dropsuite such information and support as Dropsuite may request to enable Dropsuite to carry out its obligations under this Agreement and provide training to members of its own organisation on the Dropsuite Data Backup Service and that it shall not:

- a. except in accordance with this Agreement, sell, license, lease, rent, loan, lend, transmit, network, or otherwise distribute or transfer the Dropsuite Data Backup Service in any manner to any third parties whatsoever and/or
- b. hold itself out as being authorised to bind Dropsuite in any way or create an impression of it being so authorised and/or
- c. engage in any conduct which in the sole opinion of Dropsuite is or may be prejudicial to the Dropsuite Data Backup Service or the marketing of the Dropsuite Data Backup Service by the Partner, Dropsuite or any other person authorised by Dropsuite to market the Dropsuite Data Backup Service and/or

- d. do, or omit to do, anything that may bring disrepute to Dropsuite, the Dropsuite Data Backup Service and/or the Brands and/or
- e. permit or encourage any third party to do, or omit to do, anything that may bring disrepute to Dropsuite, the Dropsuite Data Backup Service and/or the Brands

### **3.4 End User Terms and Conditions**

The Partner agrees that it will ensure that it enters into End User Terms and Conditions with each of its End Users to which it resells the Dropsuite Data Backup Service and that it includes in them minimum terms for the following purposes for the benefit of Dropsuite:

- a. to protect all Dropsuite's (and its licensors') existing and future Intellectual Property Rights in the Dropsuite Data Backup Service
- b. to require the End User to use the Dropsuite Data Backup Service (which it may either name or describe generically in its End User Terms and Conditions) only for lawful personal purposes or for its lawful internal business purposes
- c. to prohibit the End User from copying, reproducing, reverse-engineering, decompiling, disassembling, reselling, distributing or modifying the Dropsuite Data Backup Service (whether named or described generically) without the written consent of the Partner, except to the extent expressly permitted by any law or treaty that is in force in the Territory where that law or treaty cannot be excluded, restricted or modified, provided that where the End User seeks any such consent from the Partner, the Partner must not provide it unless and until it has sought and obtained the consent of Dropsuite
- d. to include exclusions of liability that are no less protective than the warranty exclusions set out in clause 8 of this Agreement and
- e. to include limitations on liability that are no less protective than the warranty exclusion set out in clause 10 of this Agreement

## **4. PROVISION OF THE DROPSUITE DATA BACKUP SERVICE FOR RESALE**

### **4.1 Opening a Dropsuite reseller account for the Partner**

Immediately after the Partner registers as a partner of Dropsuite, the Partner will have access to the Partner Portal to enable the Partner to create and manage its End Users' accounts in Dropsuite's administration system.

### **4.2 Testing and proof of concept**

Dropsuite may agree to make available to the Partner up to five accounts under the Dropsuite Data Backup Service available to the Partner through the Partner Portal free of charge for testing and proof of concept purposes. They are not available to the Partner for resale and the Partner must not sell or purport to sell any one or more or all of them. Dropsuite ordinarily makes any such accounts available for testing and proof of concept for a maximum period of 30 days. However, Dropsuite may terminate such period at its sole discretion at any time without prior notice to the Partner.

### **4.3 End User accounts**

On and from the date of this Agreement the Partner may in respect to End Users who have entered into End User Terms and Conditions provide such End Users with the means to obtain the Dropsuite Data Backup Service on an online 'self-service' basis.

## **4.4 Conditions for accessing the Dropsuite Data Backup Service**

When accessing the Dropsuite Data Backup Service, the Partner and its personnel must not

- a. impersonate another person or misrepresent authorisation to act on behalf of others or Dropsuite and/or
- b. attempt to undermine the security or integrity of the Underlying Systems
- c. use, or misuse, the Dropsuite Data Backup Service in any way which may impair the functionality of the Underlying Systems or impair the ability of any other partner to use and resell, or impair the ability of any other users to use, the Dropsuite Data Backup Service
- d. attempt to view, access or copy any material or data other than that which the Partner is authorised to access by the End User and/or
- e. use the Dropsuite Data Backup Service, or transmit, input or store any data, in a manner that breaches any third party right (including Intellectual Property Rights and/or privacy rights) or is objectionable, defamatory, obscene, harassing, threatening, incorrect, misleading or otherwise unlawful in any way

## **4.5 Authorisations**

The Partner is responsible for procuring all licences, authorisations and consents required for the Partner and its personnel to resell the Dropsuite Data Backup Service in the Territory.

## **4.6 Changes to Dropsuite Data Backup Service**

Dropsuite may introduce new functionalities to the Dropsuite Data Backup Service and/or alter existing functionalities of the Dropsuite Data Backup Service without prior notice to the Partner and/or revise the user interface and/or features as part of improvements or other changes that Dropsuite considers, in its sole discretion, to be necessary during the Term. Dropsuite also has the right, in its sole discretion, to discontinue some or all of the functionalities of the Dropsuite Data Backup Service upon reasonable notice to the Partner.

## **4.7 Changes to this Agreement**

Dropsuite may at any time and from time to time at its sole discretion and without notice to the Partner amend this Agreement in such manner as it sees fit, including to align this Agreement with changes to the Dropsuite Data Backup Service contemplated by clause 4.7, to better comply with any regulatory requirements to which Dropsuite is or may be subject or for other business reasons. Any such change or changes shall take effect immediately upon them being made by Dropsuite publishing the revised version of this Agreement on the Dropsuite Website. Dropsuite will provide the Partner with notice of any such amendments as soon as reasonably possible after making them.

Notwithstanding the terms of clause 9, the Partner may terminate this Agreement by providing notice of termination to Dropsuite within 30 days of such notification by Dropsuite.

# **5. FEES**

## **5.1 Invoicing and payment of Fees**

At the beginning of each calendar month, Dropsuite will calculate the number of End Users of the Partner of the Dropsuite Data Backup Service during any part of the previous month, calculate the Fees payable by the Partner accordingly and provide the Partner with an invoice for such Fees. If Dropsuite is required to pay any goods and services tax, value added tax or any other similar tax (collectively, 'GST'), Dropsuite will add such GST to the Fees and the Partner agrees to pay to Dropsuite both the Fees and such GST. The Partner must pay the Fees (and any GST) within 30 days after Dropsuite invoices them (and irrespective of whether the Partner has received payment from End Users) electronically to the account specified in Dropsuite's invoice. The Partner must pay the Fees to Dropsuite in cleared funds without any set off or deduction.

## **5.2 Overdue amounts**

Dropsuite may charge interest on overdue amounts. Interest will be calculated from the due date to the date of payment (both inclusive) at an annual percentage rate of up to five percent per annum.

## **5.3 Taxes**

The Partner agrees that it is responsible for all taxes, duties, levies and other similar charges (and any related interest and penalties), however designated, ("**Taxes**") arising out of or in connection with the Fees, including any tax that the Partner is required to withhold or deduct from the Fees, except any income tax imposed on Dropsuite by any relevant taxing authority. If such Taxes are required to be paid, the Partner shall pay such additional sums as are necessary to ensure that Dropsuite receives a net amount equal to the Fees that Dropsuite would have received had the payment not been made subject to such Taxes.

# **6. INTELLECTUAL PROPERTY**

## **6.1 Ownership of Intellectual Property Rights and goodwill**

The Partner agrees and acknowledges that any goodwill or reputation of the Dropsuite Data Backup Service generated by the Partner's rights and/or obligations under this Agreement belong to Dropsuite. The Partner shall not be entitled to claim compensation from Dropsuite for such enhanced goodwill or reputation.

## **6.2 Feedback**

If the Partner provides Dropsuite with ideas, comments or suggestions relating to the Dropsuite Data Backup Service or Underlying Systems (together, 'Feedback') all Intellectual Property Rights in that Feedback and anything created as a result of that Feedback (including new material, enhancements, modifications or derivative works), are owned solely by Dropsuite and Dropsuite may use or disclose the Feedback for any purpose.

## **6.3 The Partner's rights and obligations regarding Intellectual Property Rights**

The Partner undertakes and agrees throughout the term of this Agreement:

- a. not to do or permit any act that is directly or indirectly likely to prejudice the rights, title or interest in Dropsuite's Intellectual Property Rights or assist or allow any third party to do so
- b. to use the Brands (in compliance with all relevant laws and regulations applicable to the Partner) whenever any part of the Dropsuite Data Backup Service is referred to

- by the Partner and
- c. to notify Dropsuite in writing of any actual, threatened or suspected infringement of Dropsuite's Intellectual Property Rights and/or any claim by any third party that the Dropsuite Data Backup Service and/or the Underlying Systems infringe any Intellectual Property Rights of any third party.

## **6.4 Survival**

This clause 6 shall survive the termination of this Agreement.

# **7. CONFIDENTIALITY**

## **7.1 Security of Confidential Information**

Each Party must, unless it has the prior written consent of the other Party:

- a. keep confidential at all times the Confidential Information of the other Party and not use it except in furtherance of the performance of, and the purposes contemplated by, this Agreement and
- b. effect and maintain adequate security measures to safeguard the other Party's Confidential Information from unauthorised access or use and

must not disclose the other Party's Confidential Information to its personnel or professional advisers except on a 'need to know' basis and, in that case, ensure that any personnel or professional advisor to whom it discloses the other Party's Confidential Information is aware of, and complies with, the above provisions

## **7.2 Permitted disclosure**

The obligation of confidentiality under this Agreement does not apply to any disclosure or use of Confidential Information:

- a. for the purpose or performing this Agreement or exercising rights under it
- b. required by law (including under the rules of a stock exchange or a government or statutory body with the authority to regulate or direct either or both of the Parties)
- c. which is publicly available through no fault of the Party that received the Confidential Information
- d. which was rightfully received by a Party from a third party without restriction and without breach of any obligation of confidentiality of which the receiving Party was aware or should reasonably have been aware or
- e. if required as part of a bona fide sale of the disclosing Party's business (assets or shares, whether in whole or in part) to a third party, provided that such Party enters into a confidentiality agreement with the third party on terms no less restrictive than the confidentiality obligation in this Agreement

## **7.3 Survival**

This clause 7 shall survive the termination of this Agreement.

# **8. WARRANTIES**

## **8.1 Partner's warranties**



The Partner warrants that:

- a. all information it provided to Dropsuite prior to entering into this Agreement was, and all information it may provide to Dropsuite during the Term will be, complete, accurate and not misleading in any way (including, without limitation, by omission)
- b. unless it is an individual, it is duly incorporated (or otherwise validly formed) and validly existing under the laws of its country of incorporation or, as the case may be, other formation
- c. it has full power and authority to enter into and perform its obligations under this Agreement which, when signed, will constitute binding obligations on it
- d. this Agreement is enforceable against it in accordance with its terms and that all corporate and governmental approvals, consents, licences and permits required for it to validly enter into and perform its obligations under this Agreement have been obtained and
- e. it will duly comply with all laws, regulations and directives applicable to it

## **8.2 No implied warranties**

To the maximum extent permitted by law any warranties, conditions or guarantees by Dropsuite implied by statute or otherwise are expressly excluded and, to the extent that they cannot be excluded, liability for them is limited to an amount equal to the Fees paid by the Partner to Dropsuite in the three calendar months preceding the event that gave rise to the liability.

To the maximum extent permitted by law Dropsuite makes no representation concerning the quality of the Dropsuite Data Backup Service and does not promise that the Dropsuite Data Backup Service will meet the Partner's and/or its End Users' requirements or be suitable for a particular purpose or be secure, free of viruses or other harmful code, uninterrupted or error free.

## **8.3 Limitation of remedies**

Where legislation or rule of law implies into this Agreement a condition or warranty that cannot be excluded or modified by contract, the condition or warranty is deemed to be included in this Agreement. However, the liability of Dropsuite for any breach of that condition or warranty is limited, at Dropsuite's option, to supplying the Dropsuite Data Backup Service again and/or paying the costs of having the Dropsuite Data Backup Service supplied again.

# **9. TERM, TERMINATION AND SUSPENSION**

## **9.1 Term**

Unless terminated under clause 4.8 or under this clause 9, the Term of this Agreement continues for successive terms of one Year from the date of this Agreement, provided that either Party may by not less than three months' notice in writing to the other Party terminate this Agreement with the termination taking effect on the first anniversary of the date of this Agreement or taking effect at any time after the first anniversary of the date of this Agreement.

## **9.2 Termination for cause and with notice**

Either Party may:

- a. by notice in writing to the other Party, terminate this Agreement if the other Party breaches any provision of this Agreement, the breach is capable of being remedied and the breach is not remedied within 10 business days of the receipt of a notice from the first Party requiring it to remedy the breach or
- b. by five business days' notice in writing terminate this Agreement if the other Party breaches any provision of this Agreement and the breach is not capable of being remedied

### **9.3 Termination for cause and without notice**

Either Party may, by notice in writing to the other Party, immediately terminate this Agreement if the other Party:

- a. breaches any material provision of this Agreement, the breach is not capable of being remedied and the first Party considers that immediate termination is reasonably necessary
- b. except in relation to a reorganisation, reconstruction or amalgamation not affecting its creditworthiness, commences any kind of winding up proceedings, becomes insolvent, liquidated or bankrupt, has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed, becomes subject to any form of insolvency action or external administration, or ceases to continue business for any reason or
- c. is unable to perform a material obligation under this Agreement for 30 days or more due to Force Majeure

### **9.4 Consequences of termination**

Upon the termination of this Agreement:

- a. all outstanding unpaid invoices rendered by Dropsuite to the Partner in respect of the Dropsuite Data Backup Service shall become immediately due and payable by the Partner to Dropsuite and Dropsuite may render to the Partner an invoice for Fees for the calendar month in which termination occurs and, if not already rendered, for the calendar month preceding termination and such invoice or invoices shall become immediately due and payable by the Partner to Dropsuite and
- b. the Partner must immediately stop using and/or reselling the Dropsuite Data Backup Service and stop using Dropsuite's Intellectual Property, including the Brands

Termination of this Agreement does not affect either Party's rights and obligations that accrued prior to that termination.

### **9.5 Survival**

This clause 9 shall survive the termination of this Agreement.

## **10. INDEMNIFICATION AND LIMITATION OF LIABILITY**

### **10.1 Indemnification**

Each Party (the '**Indemnifying Party**') agrees to fully and effectively indemnify, defend and hold harmless the other Party, its related corporations, their officers, directors and employees (each an '**Indemnified Party**' and, collectively, the '**Indemnified Parties**') against any and all losses, damages, liabilities, claims, demands (including settlement, costs, charges and expenses and/or portions thereof), suffered or incurred by the Indemnified Parties arising directly or indirectly out of or in connection with the

performance of the Indemnifying Party's obligations under this Agreement or any breach of this Agreement by its employees, agents or sub-contractors and any liabilities or damages or costs arising out of any third party claim in connection with the Indemnifying Party's use of the Dropsuite Data Backup Service in any way not contemplated by this Agreement.

## **10.2 Maximum liability of the Parties**

The maximum aggregate liability of a Party to the other Party under or in connection with this Agreement (including under clause 10.1 of this Agreement) or relating to the Dropsuite Data Backup Service, whether in contract, tort (including negligence), breach of statutory duty or otherwise must not in any Year exceed an amount equal to the Fees paid by the Partner to Dropsuite under this Agreement in the previous Year (which in the first Year is deemed to be the total Fees paid by the Partner to Dropsuite from the date of this Agreement to the date of the first event giving rise to liability). The cap in this clause includes the cap set out in clause 8.2.

However, this limitation of liability does not apply to limit Dropsuite's liability under or in connection with this Agreement for personal injury or death or for fraud or wilful misconduct.

## **10.3 Unrecoverable loss**

Neither Party is liable to the other Party under or in connection with this Agreement or the Dropsuite Data Backup Service for any loss of profit, revenue, savings, business, use, data and/or goodwill or consequential, indirect, incidental or special damage or loss of any kind.

However, this provision for unrecoverable loss does not apply to limit Dropsuite's liability under or in connection with this Agreement for personal injury or death or for fraud or wilful misconduct. Nor does it limit the Partner's liability to pay the Fees or any liability under or in connection with this Agreement for personal injury or death or for fraud or wilful misconduct.

## **10.4 No liability for other Party's failure**

Neither Party will be responsible, liable or held to be in breach of this Agreement for any failure to perform its obligations under this Agreement or otherwise, to the extent that the failure is caused by the other Party failing to comply with its obligations under this Agreement, or by the negligence or misconduct of the other Party or its personnel.

## **10.5 Mitigation**

Each Party must take reasonable steps to mitigate any loss or damage, cost or expense it may suffer or incur arising out of anything done or not done by the other Party under or in connection with this Agreement.

# **11. DISPUTES**

Before taking any Court action, a Party must use best efforts to resolve any dispute under, or in connection with, this Agreement through good faith negotiations. Each Party must, to the extent possible, continue to perform its obligations under this Agreement even if

there is a dispute. However, this clause 11 does not affect either Party's right to seek urgent interlocutory and/or injunctive relief.

## 12. NOTICES

Any notice under this Agreement may be sent by email to the email address used by the Parties for general commercial communication with each other. Such a notice is treated as having been given and received on the day of transmission if a business day in the place in which the receiving Party's business address is located (the '**Receiving Party's Place of Business**') and otherwise on the next following business day in the Receiving Party's Place of Business, except where the sender receives notice of non-delivery. Alternatively, any notice under this Agreement may be delivered or sent to the recipient's business address last known to the sender. In any such case, the sending Party may:

- a. have the notice delivered to such address and it will be deemed to have been received on the day of delivery if a business day in the Receiving Party's Place of Business and, if not, on the next business day in the Receiving Party's Place of Business or
- b. send the notice by prepaid mail to such address and it will be deemed to have been received on the second business day after posting

## 13. GENERAL

- a. Each Party shall ensure that it complies with all applicable requirements under each and every data protection/privacy law applicable to it and any related regulations or directions, whether now enacted or enacted in the future.
- b. Neither Party is liable to the other Party for any failure to perform its obligations under this Agreement to the extent caused by Force Majeure, provided that the affected Party immediately notifies the other Party and provides full information about the Force Majeure, uses best efforts to overcome the Force Majeure and continues to perform its obligations under this Agreement to the extent reasonably practicable.
- c. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of this Agreement, but this does not affect any right or remedy of a third party that exists or is available apart from such Act.
- d. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter. This Agreement may be modified or amended by Dropsuite in accordance with clause 4.7, but otherwise may be modified or amended only by express written agreement between the Parties.
- e. This Agreement will be interpreted in accordance with its plain meaning and not against or in favour of Dropsuite.
- f. If any provision of this Agreement is held unenforceable, the provision will be severed from the rest of this Agreement, which will remain in force.
- g. Each Party will sign and deliver any further certificates, applications, notices, agreements and other documents that the other Party may reasonably request to facilitate performance under this Agreement and compliance with applicable law.
- h. No delay in the exercise of any right is deemed a waiver of that right, nor does the waiver of a right or remedy in a particular instance constitute a waiver of such right or remedy generally.

- i. All remedies, rights, undertakings, obligations and agreements contained in this Agreement are cumulative and in addition to the respective Party's other rights and remedies available at law and/or equity.
- j. The Partner may not assign its rights or obligations under this Agreement without the express written consent Dropsuite. Any purported assignment, subcontract, transfer or disposition of rights or obligations under this Agreement, or of any part of them, without such prior written consent shall be void and of no effect.
- k. Each Party will be responsible for its own expenses incurred in entering into and performing this Agreement, including taxes (except GST), governmental filing fees and other governmental charges payable in connection with the Party's performance of this Agreement.
- l. This Agreement is governed by, and must be interpreted in accordance with, the laws of Singapore. Each Party submits to the non-exclusive jurisdiction of the Courts of Singapore in relation to any dispute connected with this Agreement.

## SECTION B: DATA PROTECTION TERMS

This Section B of this Agreement applies where:

- a. the business address of the Partner known to Dropsuite shows that the Partner is located in the European Economic Area – that is, where it has an Establishment in the European Economic Area from which it resells the Dropsuite Data Backup Service and/or
- b. the Partner offers goods or services to data subjects who are in the European Economic Area and/or
- c. the Partner monitors the behaviour of data subjects who are in the European Economic Area so far as their behaviour takes place in the European Economic Area,

and notwithstanding the generality of clause 13(a) in Section A of this Agreement

### 1. DEFINITIONS

In this Agreement, the following terms have the following stated meaning:

**Authorised Persons** (a) employees of, and contractors to, the Partner and any other individuals where such employees, contractors or other individuals have committed themselves to binding confidentiality obligations in favour of the Partner and  
(b) employees of, and contractors to, Dropsuite and any other individuals where such employees, contractors or other individuals have committed themselves to binding confidentiality obligations in favour of Dropsuite

**Controller** (a) the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data or  
(b) where the purposes and means of such processing are determined by European Union or Member State law, the controller or the specific criteria for its nomination as provided for by European Union or Member State law

<b>Establishment</b>	has such meaning as may be ascribed to it by any regulatory authority or Court of competent jurisdiction at any time and from time to time for the purposes of the GDPR
<b>European Economic Area</b>	the area established by The Agreement on the European Economic Area that brings together the Member States and, to the extent they wish to join, countries that are members of the European Free Trade Association into a single market (the ' <b>Internal Market</b> ') – it includes each Member State of the European Union, Lichtenstein, Iceland and Norway and such other countries as may at any time and from time to time become a member of the Internal Market
<b>GDPR</b>	the General Data Protection Regulation
<b>Member State</b>	a country that is a member of the European Union
<b>Personal Data</b>	any information relating to an identified or identifiable natural person (' <b>data subject</b> ') – an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person
<b>Processing</b>	any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction
<b>Processor</b>	a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller

## 2. SUB-PROCESSOR AUTHORISATIONS

### 2.1 Use of Dropsuite Data Backup Service constitutes specific authorisation

The Partner and Dropsuite agree that, in accordance with Article 28(2) of the GDPR, the Partner shall inform each of its End Users in its End User Terms and Conditions that use of the Dropsuite Data Backup Service by the End User will constitute specific authorisation for the purposes of the GDPR:

- a. for the Partner having engaged Dropsuite as a sub-processor in order for the Partner to provide the Dropsuite Data Backup Service to the End User and
- b. for Dropsuite having engaged or to engage the owners of, and use, any one or more or all of Amazon Web Services, Google Cloud Platform and Microsoft Azure as a sub processor to support Dropsuite's provision of the Dropsuite Data Backup Service

## **2.2 End User responsibility for obtaining any necessary authorisation**

- a. The Partner and Dropsuite agree that the Partner shall include in its End User Terms and Conditions provisions, as required by Article 28(4) of the GDPR, to the effect that if and to the extent that the End User is a Processor, the End User is responsible for obtaining any necessary authorisations from the relevant Controllers consistent with the obligations of the Partner under clause 2.1 of this Section B.
- b. The Partner and Dropsuite agree that the Partner shall include in its End User Terms and Conditions a provision to the effect that neither the Partner nor Dropsuite takes any responsibility for any failure by the End User to obtain any authorisation required by Article 28(4) of the GDPR.

## **3. PROCESSING REQUIREMENTS**

### **3.1 Partner to enter into a binding contract with each End User**

The Partner must provide the Dropsuite Data Backup Service to each End User only on, and in accordance with, a binding contract between the Partner and the End User that:

- a. in accordance with Article 28(3)(a) of the GDPR, contains the End User's instructions about how the Partner is to process the relevant personal data and
- b. is formed by the End User accepting the End User Terms and Conditions

### **3.2 When Dropsuite does not transfer personal data outside Europe**

- a. Where the business address of the Partner known to Dropsuite is in the European Economic Area Dropsuite will, by default, ensure that all data of its End Users is processed in a data centre located in the European Union.
- b. Where the Partner offers goods or services to data subjects who are in the European Economic Area and/or monitors the behaviour of data subjects who are in the European Union so far as their behaviour takes place in the European (but whose address in this Agreement is not in the European Economic Area), the Partner must notify Dropsuite in writing and Dropsuite shall ensure that all data of its End Users is processed in a data centre located in the European Union

### **3.3 Only Authorised Persons to process Personal Data**

Dropsuite and the Partner:

- a. shall each ensure that, as required by Article 28(3)(b) of the GDPR, only Authorised Persons who have a 'need to know' will be authorised to process any Personal Data and
- b. agree that Dropsuite remedying technical problems in connection with the Dropsuite Data Backup Service may be considered to be Processing and that therefore the Partner shall ensure that it includes in the End User Terms and Conditions an authorisation by the End User for such Processing

### **3.4 General obligations of Dropsuite and the Partner**

Dropsuite and the Partner:

- a. agree that, as required by Article 28(3)(c) of the GDPR, they shall each take all security measures for the protection of Personal Data that are required by Article 32 of the GDPR

- b. each acknowledge that, as required by Article 28(3)(d) of the GDPR, they respect, and shall comply with, the conditions in the GDPR for engaging another Processor/
- c. agree that, as required by Article 28(3)(e) of the GDPR, taking into account the nature of the Dropsuite Data Backup Service, they shall assist the Controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR and
- d. agree that, as required by Article 28(3)(f) of the GDPR, taking into account the nature of the Dropsuite Data Backup Service and the information available to them, they shall assist the Controller in ensuring compliance with the Controller's obligations for the security of processing of Personal Data, notification of a personal data breach to the relevant supervisory authority, communication of a personal data breach to the data subjects, carrying out a data protection impact assessment and any prior consultation with the relevant supervisory authority prior to the controller carrying out any data protection impact assessment

### **3.5 Deletion of Personal Data**

Dropsuite and the Partner acknowledge the right of a Controller under Article 28(3)(g) of the GDPR to require each of them as Processors to delete or return all the Personal Data to the Controller after the end of the provision of the Dropsuite Data Backup Service and delete existing copies (unless applicable law requires storage of the Personal Data) and agree as follows:

- a. the Partner will include terms in its End User Terms and Conditions to the effect that the End User may use the "restore" function in the back up service provided to the End User to obtain a copy of backed up Personal Data at any time prior to provision of that service to the End User being terminated and
- b. Dropsuite will delete all backed up data approximately 30 days after an End User has ceased their subscription through the Partner to the Dropsuite Data Backup Service and is no longer captured in Dropsuite's administration system.

### **3.6 Demonstrating GDPR compliance by Dropsuite**

In accordance with Article 28(3)(h) of the GDPR, Dropsuite shall upon request of the Partner provide to the Partner information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for, and contribute to, audits, including inspections, conducted by the Controller or another auditor mandated by the

## **4. INDEMNIFICATION**

Each Party (the '**GDPR Indemnifying Party**') agrees to fully and effectively indemnify, defend and hold harmless the other Party, its related corporations, their officers, directors and employees (each a '**GDPR Indemnified Party**' and, collectively, the '**GDPR Indemnified Parties**') against any liability arising directly or indirectly out of or in connection with the performance of the GDPR Indemnifying Party's obligations under this Section B of this Agreement or any breach of this Section B of this Agreement by its employees, agents or sub contractors (including settlement, costs, charges and expenses and/or portions thereof), suffered or incurred by the GDPR Indemnified Parties.



## Solutions

Microsoft 365 Backup  
Google Workspace Backup  
Compliance  
eDiscovery  
Insights BI  
Ransomware  
Industries

## Products

Email Backup  
Email Archive  
Website Backup

## Resources

Blog  
Case studies  
Datasheets  
White Papers  
Infographics  
Glossary

## Company

About us  
Leadership  
Press  
Investor Centre  
Careers  
Dropsuite Security  
Dropsuite GDPR  
Contact Us

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Partner with Dropsuite to earn monthly recurring revenue

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