

eBackup Terms of Use

ELECTRONIC BACKUP SERVICE (eBackup) - CRM provides an electronic offsite facility and software to Client for their use to electronically backup their computer data over the Internet. CRM does not manage the Client's backup jobs. CRM only provides the facilities, software, and user manuals - this is a Client managed service. CRM shall not be responsible for Client's missed or incomplete backups. CRM does not and cannot validate Client data on CRM's network as the data lies in an encrypted state. CRM does not possess or have the ability to retrieve or re-create Client's encryption keys. If Client loses, forgets, misplaces, or otherwise has no knowledge of the original encryption key used to protect their data, CRM is not liable. It is Client's responsibility to maintain and check the validity of this information and all data stored on CRM's eBackup product. Client additionally acknowledges that this Addendum coincides with the License Agreement they accepted electronically when they installed the CRM eBackup Client on their computer(s). CRM is not liable for any loss or damages as a result of installing any software necessary to access the eBackup product.

1. All software provided by Chicago Records Management Inc is on an "as is" basis with no warranties of any kind and Chicago Records Management Inc will not be liable for any damages of any kind arising from the use. Chicago Records Management Inc further disclaims all warranties, express and implied, including without limitation, any implied warranties of merchantability or fitness for a particular purpose.

2. Chicago Records Management Inc grants you a non-exclusive, non-transferable, royalty-free, limited license to use the binary form of the software provided by Chicago Records Management Inc for personal use only. Redistribution of programs owned by Chicago Records Management Inc, unless explicitly granted by Chicago Records Management Inc, is strictly prohibited.

3. All content included on this site, including text, graphics, logos, button icons, images and software, is the property of Chicago Records Management Inc or its content suppliers and is protected by international copyright laws. All program used on this site is the property of Chicago Records Management Inc or its software suppliers and protected by international copyright laws. Any attempt of reverse engineering, disassembly, or decompilation of programs, unless it is explicitly permitted, is prohibited by law.

4. Chicago Records Management Inc may send notices to you via either email or regular mail. Chicago Records Management Inc may also provide notices of changes to the terms or other matters by displaying notices or links to notices to you generally on the services provided by Chicago Records Management Inc.

5. While it is not Chicago Records Management Inc's intent to monitor your online communications, Chicago Records Management Inc reserves the right to edit or remove content that we become aware of and determine to be harmful or offensive to the general public. Termination or suspension of your account may be resulted as a consequence to the violation of this rule.

6. The integrity of this system relies on proper use of email as message passing media. The use of the email system, directly or indirect as a spamming tool, or other than it is intended, is prohibited.

7. Chicago Records Management Inc reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the services (or any part thereof) with or without notice.

8. You are expected not to use the services provided by Chicago Records Management Inc for any unlawful activities not otherwise covered above, including but not limited to, attempting to compromise the security of any networked account, a site or a country. Appropriate legal procedures will be pursued when Chicago Records Management Inc is aware of any of these activities

9. Chicago Records Management Inc shall not be liable for any indirect, special, incidental or consequential damages (including damages for loss of business, loss of profits, loss of backup data, or the like), whether based on breach of contract, tort (including negligence), product liability or otherwise, even if Chicago Records Management Inc or its representatives have been advised of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose.

10. Users are the ones who have the knowledge of their encrypting keys. They have the sole responsibility to make sure their encrypting keys are kept in a safe and secure place. Chicago Records Management Inc shall not be liable for any damages (including damages for not able to restore backup data or the disclosure of confidential information) resulting from loss/corruption/compromise of this key.

TERMINATION - Upon the expiration of the Agreement between Client and CRM, CRM will move all electronic data from CRM's computer environment to a suitable portable electronic storage device: CD, DVD, DLT Tape, hard drive, or Client's computer. Client agrees to pay CRM any and all data transfer fees as specified in Schedule "B". CRM will not provide media or hardware. Upon successful transfer of Client's data to the portable electronic device, CRM shall permanently remove Client's data from their environment and shall not have the ability to restore the data for Client thereafter. If Client terminates an electronic storage contract prior to its expiration, Client agrees to pay the "per GB rate" based on their peak monthly usage history times the number of months remaining under contract.

TERMS HEREAFTER ADDED - All terms and conditions of this Addendum shall apply to any electronic items hereafter stored at CRM by Client.

AMENDMENTS - All amendments, supplements, modifications, or waivers relative to this Addendum shall be in writing and duly signed by authorized representatives of Client and CRM.

If User agrees to these Terms, CRM will provide online facilities to Client for purposes backing up computer data (eBackup). CRM agrees to protect and maintain Client data in a reasonable manner including Internet firewall protection, daily backups via computer tape or hard disk, current virus protection, current security patches to CRM's operating systems, and the ongoing maintenance of firewall and encryption key subscriptions. CRM also agrees to control physical access to all eBackup servers by housing said equipment in an electronically protected and monitored environment. CRM also agrees to properly maintain this environment by monitoring and controlling room temperature and providing backup power. It is CRM's policy to allow Client to verify the integrity of their computer environment at anytime before or throughout the relationship.

CRM shall not be responsible for system downtime or unavailability in the event utility or service providers experience a loss or downtime in the goods or services they provide CRM, including but not limited to electric, natural gas, water, Internet (ISP) or telecommunications. CRM is only responsible to maintain the equipment they own or lease.

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