

SyncBack Version 3.2.4.0

© 2BrightSparks, 2003-2004

All rights reserved.

<http://www.SyncBack.com/>
SyncBack@2BrightSparks.com

SyncBack is a freeware file backup & synchronization program that can be used with hard drives, rewritable CD's & DVD's (formatted with UDF), removable media (e.g. Compact Flash), FTP servers, ZIP archives, and network shares. It's easy to use, but includes many options for the power user.

Upgrading: There is no need to uninstall previous versions of SyncBack if you are upgrading. Just install to the same directory.

Donations: This Freeware is free for personal, educational, commercial, and charity use, and donations are entirely optional.

Other languages: We are working on releasing versions of SyncBack in other languages. Please check the web site to see if SyncBack is available in your language.

FREEWARE LICENSE

2BrightSparks grants you a limited non-exclusive license to use FREEWARE downloadable from 2BrightSparks for personal, educational, charity, and commercial use, and donations are entirely optional.

If you are using the SOFTWARE free of charge under the terms of this Agreement, you are not entitled to support although we will respond to support requests if they relate to any SOFTWARE that is not performing it's task correctly (bugs etc).

Our Freeware is licensed to you in accordance with the terms and conditions of this Agreement. You represent and warrant that you will not violate any of the requirements of this Agreement and further represent and warrant that:

- You will not, and will not permit others to:

(i) reverse engineer, decompile, disassemble, derive the source code of, modify, or create derivative works from our Freeware, or

(ii) copy, distribute, publicly display, or publicly perform content contained in this Freeware other than as expressly authorized by this Agreement.

- You will not use our Freeware to engage in or allow others to engage in any illegal activity.

- You will not engage in using our Freeware that will interfere with or damage the operation of the services of any third parties by overburdening/disabling network resources through automated queries, excessive usage or similar conduct.

- You will not sell our Freeware or charge others for use of it (either for profit or merely to recover your media and distribution costs) whether as a stand-alone product, or as part of a compilation or anthology, without explicit prior written permission.

- You will not use our Freeware to engage in any activity that will violate the rights of third parties, including, without limitation, through the use, public display, public performance, reproduction, distribution, or modification of communications or materials that infringe copyrights, trademarks, publicity rights, privacy rights, other proprietary rights, or rights against defamation of third parties.

- You may not claim any sponsorship by, endorsement by, or affiliation with our company.

LIMITATION OF LIABILITY

Use of all software available from 2BrightSparks ('SOFTWARE') is contingent on your agreement to the following Limitation of Liability:

SOFTWARE is provided as is without warranty of any kind. To the maximum extent permitted by applicable law, 2BrightSparks its suppliers, its distributors, and its affiliates, or others who may offer SOFTWARE, be liable for any damages whatsoever, whether direct or indirect, special, incidental, consequential, or punitive of any kind (including but not limited to damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty - including of good faith or of reasonable care - negligence, and any other pecuniary or other loss whatsoever) arising out of, or in any way related to the use of, or inability to use our SOFTWARE or support services, or the provision of or failure to provide support services, or otherwise under, or in connection with SOFTWARE documentation, or any provision of these terms and conditions, even if 2BrightSparks or any supplier, distributor, or its affiliates has been advised of the possibility of such damages.

The Limitations on, and Exclusions of liability for damages in this agreement apply regardless of whether liability is based on breach of contract, tort (including negligence), delict, strict liability, breach of warranties or conditions, or any other legal theory.

2BrightSparks furthermore disclaims all warranties, including without limitation any implied warranties of merchantability, fitness for a particular purpose, and on infringement.

The entire risk arising out of the use or performance of the SOFTWARE and documentation remains with the recipient. To the maximum extent permitted by applicable law, in no event shall 2BrightSparks be liable for any consequential, incidental, direct, indirect, special, punitive, or other damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of this agreement or the use of or inability to use the product, even if 2BrightSparks has been advised of the possibility of such damages.

The SOFTWARE and the accompanying files are sold "as is" and without warranties as to performance or merchantability or any other warranties whether expressed or implied. Because of the various hardware and software environments into which SOFTWARE may be put, no warranty of fitness for a particular purpose is offered.

Good data processing procedure dictates that any program be thoroughly tested with non-critical data before relying on it. The user must assume the entire risk of using the SOFTWARE. Any liability of the seller will be limited exclusively to product replacement or refund of purchase price.

SCOPE OF GRANT

You may not reverse engineer, decompile or disassemble this freeware. 2BrightSparks shall retain title and all ownership rights to this freeware.

COPYRIGHT

This freeware is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

MAINTENANCE

2BrightSparks is not obligated to provide maintenance or updates for this freeware.