

And now a word from our lawyers

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY WHEN YOU (HEREAFTER, "YOU" OR "YOUR") ARE SUBSCRIBING TO OR ACCESSING THE SERVICES AND/OR SOFTWARE FROM LOGMEIN, INC. ("LMI"). These terms and conditions ("Terms") govern the use and licensing by LMI of the LMI JoinMe service(s) and related services (the "Service") and all related software (the "Software" and together with the Service, the "Products"). BY COMPLETING THE ELECTRONIC ACCEPTANCE PROCESS, CLICKING THE "SUBMIT" OR "ACCEPT" BUTTONS, USING ANY OF THE PRODUCTS OR OTHERWISE INDICATING YOUR ACCEPTANCE OF THESE TERMS, YOU REPRESENT AND WARRANT THAT YOU: (I) ARE AUTHORIZED TO SIGN FOR AND BIND YOURSELF AND ANY OTHER PARTY ON WHOSE BEHALF YOU USE THE SERVICE AND/OR SOFTWARE (THE "CONTRACTING PARTY") AND (II) AGREE FOR YOURSELF AND THE CONTRACTING PARTY TO BE BOUND BY ALL OF THESE TERMS (INCLUDING THE DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY SECTIONS SET FORTH BELOW) TO THE EXCLUSION OF ANY OTHER RIGHTS AND OBLIGATIONS, SUCH AS ANY RIGHTS, OBLIGATIONS OR OTHER TERMS LISTED ON A PURCHASER ORDER OR THE LIKE YOU OR THE CONTRACTING PARTY MAY PROVIDE LMI AND YOU AGREE THAT ANY SUCH RIGHTS, OBLIGATIONS OR OTHER TERMS LISTED ON SUCH PURCHASE ORDER OR THE LIKE ARE HEREBY NULL AND VOID.

1. Registration

To use the Products, You and/or the Contracting Party may be required to complete and submit a registration form ("Registration Form"). As part of this registration process for, You and the Contracting Party agree to: (i) provide certain limited information about Yourself and the Contracting Party as prompted to do so by during the registration process or thereafter by the Products (such information to be current, complete and accurate) and (ii) maintain and update this information as required to keep it current, complete and accurate. The information requested at the time of the original sign-up shall be referred to as registration data ("Registration Data"). You may not register for any Service if You are under 18 years of age. By registering, You and the Contracting Party represent to LMI that You are 18 years of age or older. If LMI discovers that any of Your Registration Data is inaccurate, incomplete or not current, or if LMI determines, in its sole discretion, that You or the Contracting Party are not an appropriate subscriber or user of the Products, LMI may terminate all rights to access, receive, use and license the Products, Service and Software immediately upon notice.

Your and the Contracting Party's assent to these Terms constitutes your express understanding and agreement that when personal data is provided to LMI, such data will be processed in the United States. Any personal data collected from or about users or licensees in connection with the Service or Products, through the LMI website, or otherwise under these Terms, will be maintained and processed in the United States by LMI or a party acting on its behalf, as LMI's Services, Products and website are provided via equipment and other resources located in the United States. LMI's Privacy Policy describes how personally identifiable information may be collected, used and disclosed.

2. Conduct

You and the Contracting Party are solely responsible for the content of Your computer(s) and Your LMI account and any transmissions when using the Products. LMI does, however, reserve the right to take any action with respect to the same that LMI in its sole discretion deems necessary or appropriate. The use of the Products by You and the Contracting Party is subject to the end user license terms set forth herein and all applicable laws, rules and regulations, including local, state, national and international laws, rules and regulations (including without limitation those governing account collection, export control, consumer protection, unfair competition, anti-discrimination or false advertising). You and the Contracting Party agree: (i) to comply with all applicable laws, rules and regulations, including local, state, national and international laws, rules and regulations (including without limitation those governing account collection, export control, consumer protection, unfair competition, anti-discrimination or false advertising); (ii) not to post, distribute, or otherwise make available or transmit any software or other computer files that contain a virus, trojan horse, worm or other harmful or destructive component; (iii) not to use the Products for any illegal purposes; (iv) not to delete from the Products, Software, documentation or any web site used in connection with the Products, any legal notices, disclaimers, or proprietary notices such as copyright or trademark notices, or modify any logos that You or the Contracting Party do not own or have express permission to modify; (v) not to interfere or disrupt networks connected to the Service; (vi) not to use the Products to infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; and (vii) not to transmit any unlawful, harassing, libelous, defamatory, racist, indecent, abusive, violent, threatening, intimidating, harmful, vulgar, obscene, offensive or otherwise objectionable material of any kind or nature. You and the Contracting Party will not attempt to gain unauthorized access to other computer systems or interfere with another user's use and enjoyment of the Products. The Contracting Party agrees it is responsible for all actions and inactions of its employees and consultants and will use commercially reasonable efforts to monitor its employees and consultants. LMI is not responsible for the images/sounds/etc. you may view or experience while viewing another party's computer.

3. Modifications

LMI may amend these Terms at any time by (i) posting a revised Terms document on or accessible through <https://secure.logmein.com> or any other LMI website or (ii) sending information regarding the Terms amendment to the email address You may be required to provide to LMI. You and the Contracting Party are responsible for regularly reviewing the <https://secure.logmein.com> site to obtain timely notice of such amendments. You and the Contracting Party manifest intent to accept these amended terms if You or the Contracting Party continues to use any of the Products after such amended terms have been posted or sent to You or the Contracting Party. If You or the Contracting Party do not agree with any such amended terms You shall notify LMI during the 30 day period after such amended terms have been posted and at the end of such 30 day period these Terms shall be deemed terminated unless LMI agrees to waive such amended terms to which You object. Otherwise, these Terms may not be amended except in writing signed by both parties. Further, LMI reserves the right to modify or discontinue any Product for any reason or no reason with or without notice to You or the Contracting Party. LMI shall not be liable to You or the Contracting Party or any third party should LMI exercise its right to revise these Terms or modify or discontinue a Product.

4. Passwords and Security

4.1 You and the Contracting Party agree to carefully safeguard all of Your passwords. You and

the Contracting Party are solely responsible if You or the Contracting Party do not maintain the confidentiality of Your passwords and account information. Furthermore, You and the Contracting Party are solely responsible for any and all activity that occurs under Your account. You and the Contracting Party agree immediately to notify LMI of any unauthorized use of Your account or any other breach of security known to You or the Contracting Party, including if You or the Contracting Party believe that Your password or account information has been stolen or otherwise compromised. Access to, and use of, password-protected and/or secure aspects of the Service is restricted to authorized users only. Unauthorized individuals attempting to use the Service may be subject to prosecution.

4.2 LMI is not liable for any loss incurred by You or the Contracting Party, resulting from another's use of Your password, account, or public / private key, as may be applicable, either with or without Your knowledge. However, You and the Contracting Party may be held liable for losses incurred by LMI or another party due to another's use of Your password, account, or public / private key, as may be applicable, either with or without Your knowledge. You and the Contracting Party shall not access or use someone else's account at any time, without the permission of the account holder.

4.3 LMI does not send emails asking for a user's username and password or its Windows username and password or any other username or password. To keep the Products secure, You and the Contracting Party should keep all usernames and passwords confidential.

5. End User License Agreement

These end user license terms grant a right and license allowing You and the Contracting Party to use the Software and other software associated with the Service (together, the "Licensed Programs") under certain restrictions, terms and conditions (the "License Agreement"). You and the Contracting Party are consenting to be bound by this License Agreement by your use of the Products.

5.1 The Licensed Programs are made available for download solely for use by You and the Contracting Party and only according to this License Agreement. Any reproduction, resale or redistribution of the Licensed Programs that is not in accordance with this License Agreement is expressly prohibited, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. LMI is not transferring title to the Licensed Programs to You or the Contracting Party. This license may not be transferred by You or the Contracting Party to any third party and is non-exclusive.

5.2 You and the Contracting Party acknowledge that the Licensed Programs are proprietary to LMI or its suppliers and are protected by copyrights, trademarks, service marks, patents and/or other proprietary rights and laws. Therefore, You and the Contracting Party agree that You and the Contracting Party are only permitted to use the Licensed Programs as expressly authorized by LMI and this License Agreement. You and the Contracting Party may not remove any proprietary notices or labels from the Licensed Programs. You may copy the Licensed Programs for archival purposes only, provided any copy must contain all original proprietary notices. You and the Contracting Party may not alter, modify, redistribute, sell, auction, decompile, reverse engineer, disassemble or otherwise reduce the Licensed Programs to a human-readable form. You and the Contracting Party may not reproduce (except for archival purposes), distribute or create derivative works based on the Licensed Programs without expressly being authorized in writing to do so by LMI. Further, You and the Contracting Party may not rent, lease, grant a security

interest in or otherwise transfer rights to the Licensed Programs. All rights not expressly granted in this License Agreement are reserved to LMI and its suppliers.

5.3 ALL CONTENT ON WEB SITES AND COMPUTER PROGRAMS ASSOCIATED WITH THE SERVICE IS PROTECTED BY COPYRIGHT AND OTHER INTELLECTUAL PROPERTY LAWS. EXCEPT AS SPECIFICALLY PERMITTED HEREIN, NO PORTION OF THE INFORMATION OR CONTENT ON SUCH SITES MAY BE REPRODUCED IN ANY FORM, OR BY ANY MEANS, WITHOUT PRIOR WRITTEN PERMISSION FROM LMI. YOU, THE CONTRACTING PARTY AND ANY OTHER VISITOR OR USER ARE NOT PERMITTED TO MODIFY, DISTRIBUTE, PUBLISH, TRANSMIT OR CREATE DERIVATIVE WORKS OF ANY MATERIAL FOUND ON SUCH SITES FOR ANY PUBLIC OR COMMERCIAL PURPOSE.

6. Disclaimer of Warranties

6.1 Although LMI has attempted to provide accurate information with regard to the Products, LMI assumes no responsibility for the accuracy or inaccuracy of any information provided. LMI may change the Products at any time without notice. Mention of non-LMI products or services is for information purposes only and constitutes neither an endorsement nor a recommendation. Use of the Products is at the Your and the Contracting Party's risk.

6.2 ALL INFORMATION, DOCUMENTATION AND PRODUCTS PROVIDED BY LMI ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LMI EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THE PRODUCTS, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE. LMI MAKES NO WARRANTY THAT THE PRODUCTS WILL MEET YOUR OR THE CONTRACTING PARTY'S REQUIREMENTS OR THAT THE PRODUCT WILL BE UNINTERRUPTED, TIMELY OR ERROR FREE, NOR DOES LMI MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PRODUCTS OR THE ACCURACY OF ANY OTHER INFORMATION OBTAINED THROUGH THE PRODUCTS. YOU AND THE CONTRACTING PARTY UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PRODUCTS IS DONE AT YOUR OWN RISK AND THAT YOU AND THE CONTRACTING PARTY WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ANY COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF THE PRODUCTS, WHETHER MADE BY EMPLOYEES OF LMI OR OTHERWISE, WHICH IS NOT CONTAINED IN THIS AGREEMENT, SHALL BE DEEMED TO BE A WARRANTY BY LMI FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF LMI WHATSOEVER.

7. Limitations of Damages and Liability

7.1 YOU AND THE CONTRACTING PARTY AGREE THAT THE CONSIDERATION WHICH LMI IS RECEIVING HEREUNDER DOES NOT INCLUDE CONSIDERATION FOR ASSUMPTION BY LMI OF THE RISK OF YOUR AND THE CONTRACTING PARTY'S INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES. LMI AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, COSTS OF REPLACEMENT PRODUCT OR SERVICE, LOSS OR DAMAGE TO INFORMATION OR DATA ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCTS. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL LMI BE LIABLE FOR DAMAGES RESULTING FROM USE OF THE PRODUCTS, OR RELIANCE ON THE INFORMATION PRESENTED IN CONNECTION WITH THE PRODUCTS, EVEN IF LMI OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AND THE CONTRACTING PARTY AGREE NOT TO ASSERT ANY SUCH CLAIM AGAINST LMI OR ITS SUBSIDIARIES OR AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, OR EMPLOYEES.

7.2 YOU AND THE CONTRACTING PARTY EXPRESLY AGREE THAT YOUR USE OF THE PRODUCTS IS AT YOUR OWN RISK. IN NO EVENT SHALL LMI'S TOTAL LIABILITY FROM ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER, IN CONTRACT, TORT OR OTHERWISE) EXCEED THE AMOUNT YOU PAID TO LMI, IF ANY, FOR THE PRODUCTS DURING THE 12 MONTHS IMMEDIATELY BEFORE THE CLAIM AROSE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE ABOVE LIMITATIONS OF LIABILITY, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

7.3 ALL DISCLAIMERS, LIMITATIONS OF WARRANTIES AND DAMAGES, AND CONFIDENTIAL COMMITMENTS SET FORTH IN THESE TERMS OR OTHERWISE EXISTING AT LAW (1) ARE OF THE ESSENCE OF THE AGREEMENT OF THE PARTIES, AND (2) SURVIVE ANY TERMINATION, EXPIRATION OR RESCISSION OF THESE TERMS.

8. Title

Title, ownership rights and intellectual property rights in the Products shall remain with LMI or its suppliers, as applicable. The Products are protected by copyright and other intellectual property laws and by international treaties. Title and related rights in the content accessed through the Products is the property of the applicable content owner and is protected by applicable law. The licenses granted under these Terms gives the You and the Contracting Party no rights to such content. "LogMeIn," associated logos, and other names, logos, icons and marks identifying LMI's products and services are trademarks or service marks of LMI (collectively the "Trademarks") and may not be used without the prior written permission of LMI. All other product names mentioned are used for identification purposes only and may be trademarks or service marks of their respective holders. Nothing should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark without the written permission of LMI or such third party that may own the trademarks. Use by You and the Contracting Party of the Trademarks except as provided in these Terms is strictly prohibited.

9. Fees and Renewals

9.1 Month-to-Month Subscription by Credit Card Only. In the event that Your subscription to the Service is on a monthly basis, payment of the subscription fee will be by preauthorized credit card charge, PayPal charge or direct debit, and Your subscription will automatically renew each calendar month unless You or LMI give written (including email) notice of non-renewal during the prior calendar month. Your credit card will be charged the monthly fee for each month or partial month that Your monthly subscription is in effect.

9.2 Annual Subscription by Credit Card. In the event that Your subscription to the Service is for a year and the payment is by credit card, PayPal charge or direct debit, Your subscription will automatically renew at the beginning of each subsequent anniversary year unless You or LMI give prior written (including email) notice of non-renewal at least 30 days prior to the expiration of Your current year subscription. Upon any annual renewal, the payment arrangements in place for the prior subscription year shall remain in place, unless You and LMI agree otherwise.

9.3 Annual Subscription By Invoice. In the event that Your subscription to the Service is for a year and the initial payment is by check or bank draft against an invoice from LogMeIn, payment being due within thirty (30) days' of the date of invoice. Additionally, Your subscription will automatically renew at the beginning of each subsequent anniversary year unless You or LMI give prior written (including email) notice of non-renewal at least thirty (30) days prior to the expiration of the current year subscription. Upon any annual renewal, the payment arrangements in place for the prior subscription year shall remain in place, unless You and LMI agree otherwise and LMI will invoice you accordingly.

9.4 Free Subscriptions. Notwithstanding the foregoing provisions of these Terms, Your subscription to the free version of join.me does not require the payment of a subscription fee.

9.5 No Cancellation. Notwithstanding any provision of these Terms or any course of dealing between the parties, You and the Contracting Party may not cancel, terminate or rescind a subscription. All payments by You and the Contracting Party, or either of you, to LMI are final.

9.6 Credit Card Authorization. In the event that You or the Contracting Party cancel the credit card provided to LMI or the card is otherwise terminated, You or the Contracting Party must immediately provide LMI with a new valid credit card number. You and the Contracting Party authorize LMI, from time to time, to undertake steps to determine whether the credit card number provided to LMI is a valid credit card number. In the event that You or the Contracting Party do not provide LMI with a current valid credit card number with sufficient credit upon request during the effective period of these Terms, You and the Contracting Party will be in violation of these Terms. LMI reserves the right to automatically update Your or the Contracting Party's credit card information using software designed for updating purposes and You and the Contracting Party hereby authorize and approve any such updating.

9.7 Payment via PayPal®. LMI also accepts PayPal for payments from PayPal account. In order to pay with PayPal, You or the Contracting Party need to have an account with PayPal. When You or the Contracting Party select PayPal to make payments the transaction is re-directed from LMI's

site to PayPal's payment site. Once directed to PayPal's site, PayPal is charged with protecting Your and the Contracting Party's personal and financial information. Your or the Contracting Party's PayPal account and any activities related thereto are governed by PayPal's terms and conditions, and the information provided to PayPal in relation thereto will be governed by PayPal's privacy policy. When PayPal is used, Your and the Contracting Party's financial information is not shared with LMI. Once payment is complete via PayPal, PayPal will email a receipt for this transaction. LMI reserves the right to request proof of identity from any PayPal member.

9.8 Payment Due. Unless specifically provided otherwise herein, payment of all fees are due and payable to LMI without demand, invoicing or notice before the commencement of the period to which those fees apply.

9.9 Taxes. You and the Contracting Party agree to be responsible for and to pay any sales, personal property, use, VAT, excise, withholding, or any other taxes that may be imposed, based on this license, use or possession of a Product, or any other product or service provided under this Agreement, excluding taxes based on net income payable by LMI.

9.10 Trial Offers, Coupons, Credits and Special Offers. LMI reserves the right to discontinue or modify any coupons, credits and special promotional offers at our discretion.

10. Termination

LMI may in its sole discretion immediately terminate these Terms and this subscription, license and right to use any Product at anytime for any reason or no reason and if (i) the Contracting Party declares bankruptcy, is involved in any bankruptcy proceedings or is otherwise insolvent, (ii) You or the Contracting Party breach these Terms; (iii) LMI is unable to verify or authenticate any information You provide to LMI; (iv) such information is or becomes inaccurate; or (v) LMI decides, in its sole discretion, to discontinue offering the Product. LMI shall not be liable to You, the Contracting Party or any third party for termination of the Service or use of the Products. Upon expiration or termination for any reason, You and the Contracting Party are no longer authorized to use the Products. When these Terms are terminated and/or the subscription is canceled, You and the Contracting Party will no longer have access to data and other material You or the Contracting Party have stored in connection with any Service and that material may be deleted by LMI. All disclaimers, limitations of warranties and damages, and confidential commitments set forth in these Terms or otherwise existing at law survive any termination, expiration or rescission of these Terms.

11. Maintenance and Updates

You understand that LMI may update the Products at any time, but is under no obligation to inform You or the Contracting Party of or furnish to You or the Contracting Party any such updates. These Terms do not grant You or the Contracting Party any right, license or interest in or to any support, maintenance, improvements, modifications, enhancements or updates to the Products or supporting documentation. To the extent that LMI supplies any updates to You or the Contracting Party, such updates will be deemed to be subject to the terms of these Terms unless LMI indicates otherwise. LMI reserves the right to charge fees for any future versions of,

or updates to, the Products.

12. Export Law Assurances

The Products are subject to the United States Export Administration Regulations. No Software or Service may be downloaded, used or exported (i) into (or to a national or resident of) Cuba, Iran, North Korea, Sudan, Syria, or any other country to which the United States has embargoed goods; or (ii) any person or entity on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List or Entity List, or otherwise designated as prohibited from receiving U.S. exports. By subscribing to the Service or using any of the Software, You and the Contracting Party represent and warrant that you and it are not- and are not controlled by - any such person or entity and are not controlled by a national or resident of any such country.

13. High Risk Activities

The Products are not fault-tolerant and are not designed, manufactured or intended for use or resale as or with on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines or weapon systems in which the failure of the Products could lead directly to death, personal injury or severe physical or environmental damage ("High Risk Activities"). Accordingly, LMI and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities.

14. Miscellaneous

14.1 The join.me conference line is free to use, but it is not a toll-free number. Anyone dialing into the conference may be charged by their telecom service provider according to their calling plan. LogMeIn does not charge you anything to use the conference line. International dial-in numbers are only active on calls hosted by a pro subscriber.

14.2 Roaming, data and other applicable operator or carrier charges/fees may apply. You are solely responsible for understanding and paying for any such charges/fees.

14.3 These Terms represents the complete agreement concerning the subject matter of the Terms and license granted hereunder and, except as set forth herein, may be amended only by a writing executed by both parties. You and the Contracting Party understand and agree that You and the Contracting Party are solely responsible for periodically reviewing these Terms.

14.4 These Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and the laws of the United States, without giving effect to any principles of conflict of law. You and the Contracting Party agree that any action at law or in equity arising out of or relating to these Terms shall be filed only in the state or federal courts located in Boston, Massachusetts, and You and the Contracting Party hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. The parties specifically disclaim applicability of (i) the United Nations Convention on the Sale of Goods and (ii) any Incoterms.

14.5 If any of the provisions of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

14.6 LMI shall have the right to publish the identification of You and the Contracting Party as

users of the Service. You and the Contracting Party agree that LMI may use any logo and/or name associated with You or the Contracting Party on LMI's web site and other marketing materials in order to identify You and the Contracting Party as LMI's customers.

14.7 Notices by LMI to You or the Contracting Party may be sent to the email address You provide on the Registration Form or otherwise by any means that LMI determines in its sole discretion as likely to come to Your attention. All notices by You or the Contracting Party sent to LMI in connection with these Terms shall be in writing and sent by first class mail or certified mail (receipt being deemed 72 hours after postage and return receipt requested) or personally delivered at the address of LMI set forth herein.

14.8 You and the Contracting Party agree not to bring or participate in any class action lawsuit against LMI or any of its employees or affiliates. You and the Contracting Party agree that you will not bring a claim under these Terms more than two years after the expiration of these Terms. The failure of LMI to partially or fully exercise any right shall not prevent the subsequent exercise of such right. The waiver by LMI of any breach shall not be deemed a waiver of any subsequent breach of the same or any other term of these Terms. No remedy made available to LMI by any of the provisions of these Terms is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and in addition to every other remedy available at law or in equity.

14.9 You and the Contracting Party acknowledge and agree that LMI is in the business of providing remote access solutions and that LMI may provide services to third parties, including competitors of You and the Contracting Party, which are the same or similar to the services provided to You and the Contracting Party hereunder.

15. Indemnification

You and the Contracting Party are responsible for maintaining the confidentiality of Your account and password(s). You and the Contracting Party are also responsible for all activities that occur under Your account. You and the Contracting Party hereby agree to indemnify, defend and hold LMI and its affiliates, employees, officers, directors, owners, information providers, agents, licensees, licensors (the "Indemnified Parties") harmless from and against any and all liabilities, claims, costs, including reasonable attorneys' fees, incurred by the Indemnified Parties in connection with any demand, claims, action, suit, or loss arising as a result of (a) any breach by You or the Contracting Party of these terms of use or claims arising from Your or the Contracting Party's account; (b) any fraud or manipulation by You or the Contracting Party; (c) a third-party claim, action or allegation of infringement based on information, data, files or other content submitted by You or the Contracting Party; or (d) any claims of credit card fraud based on any information released by You or the Contracting Party. You and the Contracting Party agree to use best efforts to cooperate with LMI in the defense of any demand, claim, action or suit. LMI reserves the right to assume the exclusive defense of any matter subject to indemnification by You and the Contracting Party at LMI's own expense.

16. Confidentiality

You and the Contracting Party shall maintain the confidentiality of information that has been, and will continue to be, provided to You by LMI in connection with the use of the Products. You and the Contracting Party specifically agree as follows:

16.1 Obligations. You and the Contracting Party shall (a) maintain in confidence all such information, including but not limited to the Software and Products, (b) not disclose any such information to anyone except Your employees, agents, and consultants on a need-to-know basis

(and who have been informed of and acknowledge their obligation to be bound by the terms of these confidentiality terms), and (c) not use LMI's confidential information for any purpose other than that for which it is disclosed. All confidential information shall remain the sole property of LMI. You and the Contracting Party shall have no right, title, or interest in or to the confidential information.

16.2 Confidential Information. Information considered confidential by LMI includes, without limitation, information of LMI relating to (a) matters of a technical nature such as trade secret processes or devices, know-how, data, formulas, inventions (whether or not patentable or copyrighted), specifications and characteristics of products or services planned or being developed, and research subjects, methods and results, (b) matters of a business nature such as information about costs, profits, pricing, policies, markets, sales, suppliers, customers, product plans, and business concepts, plans or strategies, (c) matters of a human resources nature such as employment policies and practices, personnel, compensation and employee benefits, (d) other information of a similar nature not generally disclosed by LMI to the public or other information You or the Contracting Party should reasonably believe to be confidential given the circumstances, (e) information concerning Your use of the Products, and (f) the Products.

16.3 Exclusions. The obligations imposed by these confidentiality terms shall not apply to any information that (a) is proven by You to have been rightfully received from a third party without accompanying use or disclosure restrictions; or (b) is or becomes generally publicly available through no wrongful act of You or the Contracting Party or any other person or entity with a confidentiality obligation; or (c) is already known to You prior to the date of disclosure as evidenced by documentation bearing a date prior to the date of disclosure; or (d) is approved for release in writing by an authorized representative of LMI; or (e) is required to be disclosed pursuant to court order, duly authorized subpoena, or governmental authority (but You or the Contracting Party shall immediately give LMI written notice and an opportunity to contest such required disclosure).

16.4 Remedies. The parties agree that the remedy at law for any breach of any of the covenants and agreements set forth in these confidentiality terms may be inadequate and that, in the event of any such breach or threatened breach, LMI shall, in addition to all other remedies which may be available to it at law, be entitled to equitable relief in the form of preliminary and permanent injunctions without the necessity of proving damages. You and the Contracting Party further agree that the terms of these confidentiality terms shall in no way restrict or limit any other remedies LMI may have against You and the Contracting Party. LMI shall be entitled to recover the costs including reasonable attorney's fees, to enforce its rights under these confidentiality terms.

16.5 Return of Confidential Information. Upon the written request of LMI, You and the Contracting Party shall return, or certify that it has destroyed, all information disclosed under these confidentiality terms and any memorandum, diagrams, or any other documents containing any information disclosed under these confidentiality terms.

16.6 Enforceability. In the event any one or more of the provisions of these confidentiality terms shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

16.7 Application. This Confidentiality Agreement shall control in lieu of and notwithstanding any proprietary or restrictive legends or statements inconsistent with these confidentiality terms that may be associated with any particular information disclosed hereunder.

16.8 Surviving Obligations. The confidentiality obligations under these Terms shall survive any termination, expirations, or rescission of these Terms, as well as continue beyond any time in which You or the Contracting Party were using the Service.

17. Force Majeure

No party shall be liable for any performance failure, delay in performance, or lost data under these Terms (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by (i) failures of Software or other computer programming, (ii) natural weather events, or (iii) any other causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under these Terms, provided that in any such event, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon.

Copyright © 2003 - 2011 LogMeIn, Inc. All rights reserved.

The Products contain certain open source software. Please review [this list](#) for the required disclosures and disclaimers regarding such open source software.