

NoMachine Services Agreement

The NoMachine Services Agreement (the “Terms” or “Agreement”), govern the use of and access to the different services offered by NoMachine S.à r.l. (“NoMachine”, “us”, “we” or “our”) through our website (the “Site”), as well as all documentation and content (the “Materials”) associated with our services, and the NoMachine Network service (collectively referred to as the “Services”).

For the avoidance of doubt, the Agreement governs your access to and use of the Services through any means or channels, including any access or use in connection with the NoMachine for Mobile App and the NoMachine Software (collectively referred to as the “Software”). Use of the Software is governed by its own [End User License Agreement](#) (and during installation) which is accepted separately to the Terms herein.

1. Acceptance

By using and/or accessing the Services, you are agreeing on behalf of yourself or those you represent ("you", "your") to comply with and to be legally bound by these Terms in their entirety, including to be responsible for any charges arising from your use of the Services. If you are accepting these Terms on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer or such entity to the Agreement; (ii) you have read and understand the Agreement; and (iii) you agree and consent to the Agreement on behalf of the party that you represent. By creating an account for using our Services, you agree that the registration information you have provided is accurate and complete. Some sections of these Terms may not apply to your specific use of the Services. Thus, if you do not agree with any part of the Agreement applicable to you, you may not use our Services.

2. Modification

NoMachine may update these Terms from time to time without notice. Unless it is otherwise stated by us, each update of the Terms comes into force as of the moment the amended Terms are published on the Site. If you continue to use the Services after these changes take effect, then you agree and consent to the revised Terms. The current version of the Terms is available on the Site. You understand and agree that it is your obligation to review these Terms from time to time in order to stay informed on current rules and obligations. Notification on any core changes to the Terms will be provided to you through an email message sent to the email address you provide to us, and/or banners or pop-up messages posted on the Site, and/or on your Account.

3. Your Account

During the creation of a NoMachine Account (“Account”), NoMachine may collect some personal information, such as your name, email address and billing information (“Account Data”). We only collect such information as is strictly necessary for the proper delivery of



the Services. All Account Data provided by you must be current, complete, and accurate, and you are solely responsible for updating the Account Data as necessary. NoMachine may terminate all rights to access, receive, use the Services if (i) NoMachine discovers that any of your Account Data is incomplete, inaccurate, or not current, or (ii) NoMachine determines, at its sole discretion, that you are not the appropriate user of the Services.

3.1. Passwords. You understand that it is your responsibility to keep your Account information confidential and secure. You are solely responsible for all activity on your Account. If you ever discover or suspect that someone has accessed your Account without your authorization, or that your password has been compromised, you are advised to inform us immediately so that we can take appropriate action.

4. Data protection

When accessing and using the Services, including the Network Service, provided by NoMachine hereunder, it may be possible for you to exchange limited personal data with NoMachine such as IP addresses, login times, session durations and other activity logs. We only collect such information as is strictly necessary for the proper delivery of the Services and for statistical and optimization purposes. NoMachine complies with applicable data protection laws and collects, processes and uses personal data in its function as a data controller as set out and in accordance with the relevant Privacy Notice available at [NoMachine's Privacy Policy](#).

5. NoMachine Network

NoMachine Network (the "Network Service") is an additional and optional service we provide through your NoMachine Account. The Network Service uses its own secure protocol and servers ("relay servers") to establish a connection between a NoMachine Network client and a NoMachine Network-enabled machine (with a NoMachine server installed there). NoMachine Network clients are any of the users' devices with NoMachine installed and online on the NoMachine Network.

5.1. Using NoMachine Network. The Network Service lets NoMachine users publish computers on NoMachine Network, so that other NoMachine users can remotely connect to these computers. Whilst a NoMachine Account is not required to publish computers on NoMachine Network, in order to connect to computers using the Network Service, you must be logged in to the Network Service with your NoMachine Account on a given device. By using the Network service, you also agree to the terms herein.

6. Support Services

Logging in with your account on the Website gives you access to the User Area from which you can open support enquiries if you are in possession of a valid Network and/or Software Subscription. The specific terms and scope of services related to the Support Services are separate to these Terms and are available at:



<https://nomachine.com/licensing>.

7. Deleting Your Account

You may delete your Account for any reason at any time. Deleting your account means all data will be removed, including billing information, 2FA device information and any other data which our Services may allow you to insert such as information related to Support Enquiries. If a Subscription is active when deleting your account, no refunds or credits shall be issued for partial months, upgrade/downgrades, nonuse, or termination of account due to violations of the Terms and Conditions herein.

8. NoMachine 2FA

By creating an Account, you are automatically granted access to our proprietary in-built two-factor authentication service ("NoMachine 2FA"). This is an optional service we provide and you are not obligated to use it. It protects access to your Account and connections to your remote desktop. These connections can be any connections made over the Network Service or traditional connections over-IP. You can use NoMachine 2FA in conjunction with any of the Software products.

8.1. Enabling 2FA. NoMachine 2FA requires you to have at least one mobile device on which you have installed the NoMachine App for Mobile so that you can receive push notifications and accept or deny Account logins or connections to a remote computer. In enabling 2FA for your account, you will be issued with a recovery code. Please ensure that you store the recovery code provided somewhere safe as this will be required to access your Account if you forget your primary password and lose your 2FA device. You will not be able to access your account if you forget your primary password and the recovery code. You can make a special request to NoMachine (by using the "Lost recovery code" service in the software GUI) to disable the 2FA service, so that you can use the Reset Password service to continue with the procedure to recover your account.

9. NoMachine Content

Usage of any material which is subject to NoMachine intellectual property rights, "NoMachine Content", is prohibited unless you have been provided with explicit written consent by NoMachine. Nothing contained within or related to the Services or in these Terms shall be construed as granting, by implication or otherwise, any license or right to any of NoMachine's intellectual property rights.

10. Your Content

When using the Services, including the Network Service, you may transmit, store and or share certain data, including but not limited to texts, graphics, audio or video files or other digital data and content (altogether "Content"). NoMachine may also make available to you functions for uploading, storing or integrating Content by you. Other than as indicated herein, NoMachine agrees that these Terms do not grant NoMachine any ownership rights



to Content. You shall not infringe any third-party rights in connection when transmitting Content. You ensure that you hold all necessary rights to the Content (e.g., rights to images, trademarks, copyrights, etc.) for processing within the scope of the Services and you subsequently assume the sole liability and defence against all claims of third parties, asserting claims against NoMachine due to the alleged violation of trademark rights in connection with your Content. You shall ensure that the Content does not contain Prohibited Content. "Prohibited Content" is defined as content that (i) infringes the rights of third parties (e.g. copyright, patent, trademark rights or data protection rights) or violates applicable law; (ii) is illegal, racist or pornographic in nature, glorifies or incites violence, promotes terrorist organizations, incites criminal activity or contains defamatory statements; or (iii) contains or distributes software viruses or other malicious software or harmful files such as Trojan horses, worms or spyware, or other harmful or destructive component. NoMachine is not obliged to check whether the Content contains Prohibited Content. However, NoMachine reserves the right to refuse or suspend the provision of the Services in whole or in part if and to the extent that prohibited Content is uploaded using a user's access data associated with an Account.

11. Acceptable Use Policy

You acknowledge it is your responsibility to assess whether your use of the Services is in compliance with applicable laws and regulations. In order to protect the Services from being misused, NoMachine reserves the right to take appropriate measures when our Services are being used contrary to these Terms and applicable laws. A misuse refers to any use, access, or interference with the Services contrary to the Terms or applicable laws and regulations. You agree that NoMachine may restrict access to any part of the Services, terminate your Account, or take any other legal measure provided by law, without providing a refund for Services already paid, if we believe at our absolute discretion that you have misused the Services. In using our Services, you agree not to transmit Prohibited Content, you agree not to use the Services to probe or connect to computing devices without proper authorization (i.e., any form of "hacking").

12. Export controls and economic sanctions

You acknowledge that the Services are subject to the import and export control and economic sanctions laws of Luxembourg, the European Union and the United States, specifically the U.S. Export Administration Regulations (EAR). You agree to comply with all relevant laws and will not use the Services in contravention of Luxembourg, EU or U.S. law nor to any restricted country, entity, or person for which an export license or other governmental approval is required. By using the Services, you are agreeing that you are not a person or entity to which such export is prohibited. Whenever you use the Services, you must comply with these Terms and applicable laws, regulations, and policies.

13. Materials, Language and Translation, and Social Interactions

All of our Material is originally written in English. Any translation of our Materials is done on



a best-effort basis. We do not guarantee the accuracy of translated Materials. We may from time to time post Materials regarding our Services or other topics we believe may be of interest to you on our Site, social media, our forums, blogs or other electronic channels. In some instances, users may express their opinion about the Materials and interact with each other. You are solely responsible for all information, content, opinions or materials you post on such channels. NoMachine has no obligation to monitor such discussions, but may do so at our absolute discretion, and may delete any content posted therein. NoMachine makes no representation and disclaims all liability, to the fullest extent permitted under the applicable laws, with respect to the information, content, opinions or materials posted on said channels.

14. Third-Party Websites

NoMachine may provide you with content belonging to third parties or links leading to third-party websites. NoMachine is not responsible for the availability of the content provided by third parties as they are not under the control or supervision of NoMachine, and they may have different terms of use and policies. Your access through our Services to any website, service, or content provided by third parties does not indicate any relationship between NoMachine and such third parties.

15. Disclaimers

We will strive to prevent interruptions to the Site or the Services. However, these are provided on an “as-is” and “as-available” basis, and we do not warrant, either expressly or by implication, the accuracy of any materials or information provided through the Site or the Services, or their suitability for any particular purpose. To the fullest extent permitted under the applicable laws, we expressly disclaim all warranties of any kind, whether express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, or non-infringement. We do not make any warranty that the Services will meet your requirements, or that it will be uninterrupted, timely, secure, or error-free, or that defects, if any, will be corrected. You acknowledge that you access the Site and/or the Services at your sole risk and discretion.

Services coverage, speeds, server locations, and quality may vary. NoMachine will attempt to make the Services available at all times. However, the Services may be subject to unavailability for a variety of factors beyond our control, including but not limited to emergencies; third-party-service failures; transmission, equipment, or network problems or limitations, interference, or signal strength; and may be interrupted, refused, limited, or curtailed. We are not responsible for data, messages, or pages lost, not delivered, delayed, or misdirected because of interruptions or performance issues with the Services, communications services, or networks. We may impose usage or Service limits, suspend Services, terminate Accounts, or block certain kinds of usage at our sole discretion to protect NoMachine, the Services and users of the Services. The accuracy and timeliness of data received is not guaranteed; delays or omissions may occur. Additionally, you



acknowledge that the end-to-end connection between different users of the Software in conjunction with the Network Service is dependent on the internet connection to the data center as well as your use of hardware and software (e. g. PC, operating system) in compliance with System Requirements for the Software, all of which shall not be included in the services provided by NoMachine and shall be your responsibility at your own costs.

NoMachine reserves the right to investigate matters we consider to be violations of these Terms. We may, but are not obligated to, at our sole discretion and without notice, remove, block, filter, or restrict by any means any materials or information that we consider to be actual or potential violations of the restrictions set forth in these Terms, and any other activities that may subject NoMachine or our customers to liability. These rights include the right to terminate your Account or take any other legal measure provided by law. NoMachine disclaims any and all liability for any failure on our part to prevent such materials or information from being transmitted over the Services and/or into your computing device.

16. Limitations of Liability

To the maximum extent permitted by applicable law, NoMachine shall not be liable and shall not have responsibility of any kind to you or other individual for any loss or damage incurred in the event of:

1. any failure or interruption of the Services,
2. any act or omission of any third party involved in making the Services or the data contained therein available to you,
3. any other cause relating to your access or use, or inability to access or use, any portion of the Site or its Content,
4. your interactions on the Services or discussion forums provided by NoMachine,
5. your failure to comply with the Agreement,
6. the cost of procurement of substitute goods or services, or
7. unauthorized access to or alteration of your transmissions or data, whether or not the circumstances giving rise to such cause may have been within the control of NoMachine or of any third-party vendor providing software, services, or support for the Site or Services.

In no event will NoMachine, its partners, affiliates, subsidiaries, members, officers, or employees be liable for any direct, special, indirect, consequential, or incidental damages, or for any other loss or damages of any kind, even if they have been advised of the possibility thereof. The foregoing shall not apply to the extent prohibited by applicable law.

17. Indemnification

You agree to indemnify, defend, and hold harmless NoMachine, its officers, directors,



employees, members, partners, agents, and suppliers, and their respective affiliates, officers, directors, employees, members, shareholders, partners, and agents, from any and all claims and expenses, including attorneys' fees, arising out of your use of the Services, including but not limited to your violation of the Agreement. We may, at our sole discretion, assume the exclusive defense and control of any matter subject to indemnification by you. The assumption of such defense or control by us, however, shall not excuse any of your indemnity obligations.

18. Choice of Law

This Agreement shall be governed by the laws of the state of Luxembourg without giving effect to conflict or choice of law principles. The parties agree to exclude application of the "United Nations Convention on Contracts for the International Sale of Goods" to this Agreement.

19. Dispute Resolution

By accepting these Terms and/or using the Services you irrevocably agree that all disputes arising out of or relating to this Agreement or the use of the Services shall be finally settled by the applicable Courts located in Luxembourg.

20. Final Provisions

If any provision of the Contract is found partly or wholly invalid or unenforceable, such provision shall be enforced to the maximum extent permissible, and remaining provisions of the Contract shall remain in full force and effect. A waiver of any breach or default under the Contract shall not constitute a waiver of any other subsequent breach or default.

