

Terms of Use for MDR 360° for Acronis

Effective Date: 14/04/2025

Version: 1.0

Provider: DIAMATIX OOD

1. Introduction

These Terms of Use (“Terms”) govern your use of the **MDR 360° for Acronis** CyberApp service (“Service”), provided by **DIAMATIX OOD** (“DIAMATIX,” “we,” “us,” or “our”) through the Acronis Cyber Protect Cloud platform. By activating or using the Service, you (“Customer,” “you,” or “your”) agree to be bound by these Terms.

If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity.

2. Service Description

MDR 360° for Acronis is a Managed Detection and Response (MDR) service that provides 24/7 threat monitoring, detection, investigation, and response based on telemetry data collected through the Acronis Cyber Protect Cloud platform. The service is operated by DIAMATIX SOC and integrates directly into the Acronis user interface.

3. Eligibility and Access

To access and use the Service, you must:

- Have an active Acronis Cyber Protect Cloud subscription
- Deploy Acronis agents on monitored endpoints
- Accept and comply with these Terms

The Service is available to managed service providers (MSPs), resellers, and end customers, subject to approval by DIAMATIX.

4. Customer Responsibilities

You agree to:

- Ensure proper installation and configuration of Acronis agents
- Provide accurate and up-to-date contact information for incident notifications
- Cooperate with DIAMATIX during threat investigations or incident response activities
- Not interfering with or attempt to bypass MDR logic or response actions

You are solely responsible for securing your access credentials and maintaining the confidentiality of any sensitive information shared through the platform.

5. Service Availability

The MDR 360° service is provided on a 24x7x365 basis. DIAMATIX commits to reasonable efforts to ensure high availability but does not guarantee uninterrupted service due to factors outside its control, including third-party infrastructure, customer-side misconfigurations, or force majeure.

6. Data Collection and Privacy

In providing the Service, DIAMATIX will process security telemetry, logs, and metadata received through the Acronis platform. All data is processed in accordance with applicable data protection laws, including GDPR.

We do not access personal content unless necessary for incident investigation and only with your explicit authorization. For more details, refer to our **Privacy Policy**.

7. Intellectual Property

All intellectual property rights in the MDR 360° service, including but not limited to detection logic, playbooks, content, documentation, and proprietary integrations, remain the sole property of DIAMATIX. You may not reverse engineer, copy, resell, or distribute any part of the Service without our written consent.

8. Limitation of Liability

The MDR 360° service is designed to enhance your cybersecurity posture but does not guarantee complete protection from cyber threats.

To the maximum extent permitted by law, DIAMATIX shall not be liable for:

- Any indirect, incidental, or consequential damages
- Loss of data or business interruption
- Delays or failures resulting from third-party systems (including Acronis)

DIAMATIX's total liability under these Terms shall not exceed the fees paid by the Customer for the Service in the 6 months preceding the claim.

9. Termination

You may terminate the Service at any time by disabling the MDR 360° integration via the Acronis platform.

DIAMATIX may suspend or terminate your access to the Service if you breach these Terms or engage in abusive or unauthorized use of the system. Upon termination, we will stop processing your telemetry and delete any retained incident data as required by law.

10. Modifications

DIAMATIX reserves the right to update or modify these Terms at any time. Changes will be communicated through the Acronis platform or via email. Continued use of the Service after such changes constitutes your acceptance of the revised Terms.

11. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Republic of Bulgaria, without regard to conflict of law principles. Any disputes shall be subject to the exclusive jurisdiction of the courts in Sofia, Bulgaria.

12. Contact Information

If you have any questions about these Terms or require support, please contact:

DIAMATIX OOD

Email: soc@diamatix.com

Phone: +359875328030

Website: www.diamatix.com