



Terms of Use

Last updated: October 25, 2020

Please read these Terms of Use ("Terms", "Terms of Use") carefully before using the <https://thecLOUDsolutions.de> website, the Cloud Server desktop application and Cloud mobile application (the "Service") operated by Adam Kopeć ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

Purchases

We may provide paid products and/or services within the Service. In that case, we use third-party services for payment processing (e.g. payment processors).

We will not store or collect your payment card details. That information is provided directly to our third-party payment processors whose use of your personal information is governed by their Privacy Policy. These payment processors adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of payment information.

The payment processors we work with are:

- Apple Store In-App Payments

Their Privacy Policy can be viewed at <https://www.apple.com/legal/privacy/en-ww/>

Content

Our Service may allow you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for the Content that you post on or through the Service, including its legality, reliability, and appropriateness.

By posting Content on or through the Service, You represent and warrant that: (i) the Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright.

You retain any and all of your rights to any Content you submit, post or display on or through the Service and you are responsible for protecting those rights. **We do not claim ownership in any of your content**, including any text, data, information, and files that you upload, share, or store using the Service. We take no responsibility and assume no liability for Content you or any third party posts on or through the Service. However, by posting Content using the Service you grant us the right and license to use, modify, perform, display, reproduce, and distribute such Content on and through the Service - so if you decide to share a document with someone, or want to open it on a different device, we can provide that functionality.

We retain the right review certain Content to determine whether it is illegal or violates these Terms, and we may remove or refuse to display content that we reasonably believe violates our policies or the governing law. But that does not necessarily mean that we review any Content, so please don't assume that we do. We will not sell nor use any of your content for marketing or promotional campaigns.

In addition, Content found on or through this Service are the property of Adam Kopeć or the Service users' used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us or the Content owner.

Accounts

When you create an account with us, you guarantee that you are above the age of 13, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorised use of your account. You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorisation. You may not use as a username any name that is offensive, vulgar or obscene. We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

Children's Privacy

Our Service does not address anyone under the age of 13 ("Children"). We do not knowingly collect personally identifiable information from anyone under the age of 13. If you are a parent or guardian and you are aware that your Children has provided us with Personal Information, please contact us. If we become aware that we have collected Personal Information from children without verification of parental consent, we take steps to remove that information from our servers.

Intellectual Property

The Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Adam Kopeć and his licensors. The Service is protected by copyright, and other laws of both Germany and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Adam Kopeć.

Links To Other Web Sites

Our Service may contain links to third party web sites or services that are not owned or controlled by Adam Kopeć.

Adam Kopeć has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You further acknowledge and agree that Adam Kopeć shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

Termination

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Indemnification

You agree to defend, indemnify and hold harmless Adam Kopeć and his licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password; b) a breach of these Terms, or c) Content posted on the Service.

Limitation Of Liability

In no event shall Adam Kopeć, nor his partners, agents, or suppliers, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorised access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Adam Kopeć and his licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Governing Law

These Terms shall be governed and construed in accordance with the laws of North Rhine-Westphalia, Germany, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorised to use the Service.

Contact Us

If you have any questions about these Terms, please contact us:

- By email: contact@thecLOUDSolutions.de