Voorwaarden van dienstverlening

Last Modified: May 8th, 2015

Cygnet Cloud Terms of Service

Last Modified: March 20th, 2014

Thank you for using Cygnet Cloud! These terms of service (the "Terms") govern your access to and use of Cygnet Cloud ("we" or "our"), websites and services (the "Services"), so please read them carefully before using the Services.

By using the Services you agree to be bound by these Terms. If you are using the Services on behalf of an organisation, you are agreeing to these Terms for that organisation and promising that you have the authority to bind that organisation to these terms. In that case, "you" and "your" will refer to that organisation.

You may use the Services only in compliance with these Terms. You may use the Services only if you have the power to form a contract with Cygnet Cloud and are not barred under any applicable laws from doing so. The Services may continue to change over time as we refine and add more features. We may stop, suspend, or modify the Services at any time without prior notice to you. We may also remove any content from our Services at our discretion.

Your Content & Your Privacy
By using our Services you provide us with information, files, and folders that you submit to Cygnet Cloud (together, "your content"). You retain full ownership to your content. We do not claim any ownership to any of it. These Terms do not grant us any rights to your content or intellectual property except for the limited rights that are needed to run the Services, as explained below.
We may need your permission to do things you ask us to do with your content, for example, hosting your files, or sharing them at your direction. This includes product features visible to you, for example, image thumbnails or document previews. It also includes design choices we make to technically administer our Services, for example, how we redundantly backup data to keep it safe. You give us the permissions we need to do those things solely to provide the Services. This permission also extends to trusted third parties we work with to provide the Services, for example Amazon, which provides our storage space (again, only to provide the Services).

To be clear, aside from the rare exceptions we identify in our Privacy Policy, no matter how the Services change, we will not share your content with others, including law enforcement, for any purpose unless you direct us to. How we collect and use your information generally is also explained in our Privacy Policy.
You are solely responsible for your conduct, the content of your files and folders, and your communications with others while using the Services. For example, it is your responsibility to ensure that you have the rights or permission needed to comply with these Terms.
We may choose to review public content for compliance with our community guidelines, but you acknowledge that Cygnet Cloud has no obligation to monitor any information on the Services. We are not responsible for the accuracy, completeness, appropriateness, or legality of files, user posts, or any other information you may be able to access using the Services.

Sharing Your content
The Services provide features that allow you to share your content with others or to make it public. There are many things that users may do with that content (for example, copy it, modify it, and re-share it). Please consider carefully what you choose to share or make public. All data and files uploaded by the user is the property of the user, Cygnet Cloud has no responsibility for what data the user chooses to share or make public.

Your Responsibilities

Files and other content in the Services may be protected by intellectual property rights of others. Please do not copy, upload, download, or share files unless you have the right to do so. You, not Cygnet Cloud, will be fully responsible and liable for what you copy, share, upload, download or otherwise use while using the Services. You must not upload spyware or any other malicious software to the Service.

Use or distribution of unacceptable material as detailed above may lead to your Cygnet Cloud instance being shut down and the material immediately being deleted from Cygnet Cloud servers. Should such action be necessary no refunds will be given on already paid subscriptions.

You, and not Cygnet Cloud, are responsible for maintaining and protecting all of your content. Cygnet Cloud will not be liable for any loss or corruption of your content, or for any costs or expenses associated with backing up or restoring any of your content.

If your contact information, or other information related to your account, changes, you must notify us promptly and keep your information current. The Services are not intended for use by you if you are under 13 years of age. By agreeing to these Terms, you are representing to us that you are over 13 years old.

Account Security

You are responsible for safeguarding the password that you use to access the Services and you agree not to disclose your password to any third party. You are responsible for any activity using your account, whether or not you authorised that activity. You should immediately notify Cygnet Cloud of any unauthorised use of your account. You acknowledge that if you wish to protect your transmission of data or files to Cygnet Cloud, it is your responsibility to use a secure encrypted connection to communicate with the Services.

Software and Updates

Some use of our Service requires you to download a client software package ("Software"). Cygnet Cloud hereby grants you a limited, non-exclusive, non-transferable, revocable license to use the Software, solely to access the Services. Your license to use the Software is automatically revoked if you violate these Terms in a manner that implicates our intellectual property rights. We hereby reserve all rights not expressly granted in these Terms. You must not reverse engineer or decompile the Software, nor attempt to do so, nor assist anyone else to do so. Our Services may update the Software on your device automatically when a new version is available.

Our pause syncing feature pauses syncing of your files, but may not cease all data transfer, so you should exit the desktop client if you would like to stop data transfer.

Cygnet Cloud Property and Feedback

These terms do not grant you any right, title, or interest in the Services, Software, or the content in the Services. While we appreciate it when users send us feedback, please be aware that we may use any feedback, comments, or suggestions you send us or post in our forums without any obligation to you. The Software and other technology we use to provide the Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. These Terms do not grant you any rights to use the Cygnet Cloud trademarks, logos, domain names, or other brand features.

Acceptable Use Policy

You will not, and will not attempt to, misuse the Services, and will use the Services only in a manner consistent with the Cygnet Cloud Acceptable Use Policy

Copyright

Cygnet Cloud respects others' intellectual property and asks that you do too. We will respond to notices of alleged copyright infringement if they comply with the law and are properly provided to us. Such notices should be reported using our DMCA Process. We reserve the right to delete or disable content alleged to be infringing and to terminate repeat infringers. Our designated agent for notice of alleged copyright

infringement on the Services is:
Legal Department
38 (St. Martin)
Triq San Albert
Gzira GZR 1157
Malta
copyright@cygnetcloud.com

Other Content
The Services may contain links to third-party websites or resources. Cygnet Cloud does not endorse and is not responsible or liable for their availability, accuracy, the related content, products, or services. You are solely responsible for your use of any such websites or resources. Also, if we provide you with any software under an open source license, there may be provisions in those licenses that expressly conflict with these Terms, in which case the open source provisions will apply.

Termination
Though we would much rather you stay, you can stop using our Services any time. We reserve the right to suspend or end the Services at any time, with or without cause, and with or without notice. For example, we may suspend or terminate your use if you are not complying with these Terms, or use the Services in any way that would cause us legal liability or disrupt others' use of the Services. If we suspend or terminate your use, we will try to let you know in advance and help you retrieve data, though there may be some cases (for example, repeatedly or flagrantly violating these Terms, a court order, or danger to other users) where we may suspend immediately.

Cygnet Cloud is Available "AS-IS"
Though we want to provide a great service, there are certain things about the service we can't promise. For example, THE SERVICES AND SOFTWARE ARE PROVIDED "AS IS", AT YOUR OWN RISK, WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON- INFRINGEMENT.

Cygnet Cloud will have no responsibility for any harm to your computer system, loss or corruption of data, or other harm that results from your access to, or use of, the Services or Software. Some states do not allow the types of disclaimers in this paragraph, so they may not apply to you.

Limitation of Liability
TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL CYGNET Cloud, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) DAMAGES, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT CYGNET Cloud HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; (B) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES MORE THAN THE GREATER OF