

CloudFiler End User Agreement

Version: 2023-01-17

In plain English

At Dinamich Ltd we like to keep things simple, so whilst the Full End User Agreement below provides details of our agreement with you, here is a short summary in plain English.

Your email address uniquely identifies your account, so to verify your license we need to send your email address to our servers and that requires your approval in most parts of the world.

You agree that usage and diagnostic data can be passed to both Dinamich Ltd and your employer to help us identify faults and improve performance. This data is purely statistical and does NOT include the content of emails, contacts, search terms or other private data.

You agree not to use the service to store any illegal, malicious or offensive material.

By using the software you accept the terms of this agreement.

You acknowledge that the terms of the service are covered by the service agreement entered into by the business that is licensing the service for your benefit, a copy of which can be found at <https://cloudfiler.io/pages/cloudfiler-saas-agreement>

The Full End User Agreement

Parties

This end-user license agreement (“Agreement”) is a legal agreement between you the user (“User”) of the CloudFiler software and service (“Service”) and the service provider, Dinamich Limited (“Dinamich”) whose registered office is Dinamich Ltd co. Lotuswise, 199 Field End Road, Eastcote, Pinner HA5 1QZ.

By using the Service, User accepts the terms of this agreement.

Definitions

Account – is the service connection identifier unique to a User and identified by one or more email addresses unique to that person.

Content – the data stored by the User via the Service.

Customer Organisation – the purchaser of the license to the Service that the User uses.

Personal Locations – are folders in their personal Microsoft OneDrive account.

User – the individual who is identified as the owner of an Account and who, in using the Service is agreeing to this Agreement.

Service – means the CloudFiler service and Software, which provide an email filing user interface with internet based storage and search service as defined and updated on the CloudFiler website from time to time.

Software – The software applications created and provided by Dinamich to deliver the Service.

Supported Interfaces – means CloudFiler’s own user interfaces and APIs as updated from time to time.

1. Obligations of Users of the Service

1.1. The User agrees to share their email addresses and computer name with Dinamich for the purpose of license verification.

1.2. The User agrees that diagnostic data will be sent to Dinamich’s servers solely for product improvement and support. Details of errors that may occur during the usage of CloudFiler are automatically sent to our servers. Diagnostic data can include information related to the software module where the error occurred, user, computer name, operating system, and Outlook version. Diagnostic reports contain no personal data and are used solely for product improvement and technical support.

1.3. User agrees to share usage data with both User’s employer and Dinamich. User understands that the data is purely statistical and does NOT include the content of emails, contacts, search terms or other private data. User grants Dinamich the right to collect and process this data on the understanding that it is solely used as described here.

1.4. User agrees not to remove or tamper directly or indirectly with the promotional footer that CloudFiler adds to some outgoing messages

1.5. User agrees that the ownership of all data saved by them into the Service shall rest with the Customer Organisation and understands that if the Customer Organisation ceases to license the Service, their data will be deleted from it.

1.6. User shall be responsible for any breach of this Agreement originating from User’s Account.

1.7. User acknowledges that the terms of the service are covered by the service agreement entered into by the business that is licensing the service from Dinamich Ltd for User’s benefit, a copy of which can be found at <https://cloudfiler.io/pages/cloudfiler-saas-agreement>, and that they will be bound by that agreement.

1.8. User agrees that they will not:

1.8.1. file into the Service any Content that includes sensitive personally identifiable information such as bank details, credit card numbers, passport details, etc.

1.8.2. use the Services for any illegal, malicious or unauthorised purpose;

1.8.3. connect to the Service other than via the Supported Interfaces;

1.8.4. through using the Services, violate any applicable laws and regulations (including but not limited to copyright or trademark laws);

1.8.5. modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with: the Service, CloudFiler, or any other Dinamich service;

1.8.6. reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission of Dinamich;

1.8.7. decode, reverse engineer, disassemble, decompile or otherwise translate or convert the Software or any part of it, except to the extent that the foregoing acts are permitted by law;

1.8.8. upload, post, host, or transmit any material that is offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable;

1.8.9. transmit any worms or viruses or any code of a destructive nature.

1.9. CloudFiler reserves the right to update these terms from time to time which are provided at: **<https://cloudfiler.io/pages/eula>**

1.10. Dinamich reserves the right to remove without notice, any Content that is in breach of this Agreement and to deny access to the Service of any User that is believed to have caused such breach.

2. Copyright and Content Ownership

2.1. User acknowledges and agrees that Dinamich and/or its licensors own all intellectual property rights in the Services and Software. Except as expressly stated herein, this Agreement does not grant User any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Service.