



Cloudrive Terms & Conditions

Please Note

Copyright law prohibits unauthorised reproduction of this document by any means. Data and text reproduction (especially for commercial use) requires specific copyright permission from the owner, or, must be the subject of a commercial agreement that includes such permission. The owner of the document disclaims any liability for information provided within this paper. Data is supplied by the named parties within the source. Please refer to the master copy if in any doubt about the currency of this document. If a hardcopy of this document is made, it is valid only on the day of printing.

Number of Pages	2
Version	1.0
Date Created	11/06/2014
Latest Revision	11/06/2014

Company	Synapse UK Limited
Address	Communications House 26 York Street London W1U 6PZ

Phone	020 7060 3500
Fax	020 7060 3501
Email	enquiries@synapseuk.com
Web Site	www.synapseuk.com

Cloudrive Terms & Conditions

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE INSTALLING THE ACCOMPANYING SOFTWARE. BY INSTALLING AND USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THE AGREEMENT, DO NOT INSTALL OR USE THE SOFTWARE.

This is a legal agreement between you and The Licensor identified as **Synapse UK Limited** \ trading as **SYNAPSE**.

Our source code is supplied by Seafile Ltd.

1. Grant of License

If you are installing and / or using the evaluation version of the Software, subject to the terms and conditions of this Agreement, the Licensor grants to you a non-exclusive, non-transferable and limited right to use the evaluation version of the Software in binary object code form, for trial and evaluation of the performance of the Software.

2. Restrictions on Use

You may not use the Software beyond the period for which you have obtained a license.

You may not modify any portion of the Software or merge or integrate any portion of the Software into/with any other program.

You may not translate, decompile, disassemble or reverse engineer the Software or do anything to obtain underlying information that is not visible to the user in connection with normal use of the Software.

You may not display the Software's object code on any computer screen or make any hard copy memory dump of the Software's object code.

You may not remove, alter or conceal any copyright or other intellectual property notices from any copy of the Software or any of written materials, if any, accompanying it.

3. Ownership of the Software

The Software is not sold to you. You can use the Software in accordance with the terms of this Agreement. All rights in the Software (including all title and intellectual property rights) not specifically granted to you by the Agreement are reserved to the owners thereof.

4. Warranty & Disclaimer

THE LICENSOR WARRANTS THAT IT IS ENTITLED TO PROVIDE THE SOFTWARE TO YOU ON THE TERMS CONTAINED HEREIN.

THE LICENSOR WARRANTS THAT THE SOFTWARE, WHEN IT IS DELIVERED TO YOU, IS FREE OF VIRUSES, TROJAN HORSES, WORMS, AND OTHER SIMILAR DESTRUCTIVE OR DISABLING CODE.

THE ABOVE IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY THE LICENSOR. THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS AND YOUR USE OF THE SOFTWARE IS AT YOUR SOLE RISK.

THE LICENSOR EXPRESSLY DISCLAIMS AND YOU HEREBY EXPRESSLY WAIVE ALL OTHER CONDITIONS, WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ERRORS IN THE SOFTWARE, IF ANY, WILL BE CORRECTED.

THE LICENSOR'S ABOVE LIMITED WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF THE LICENSOR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION, USE OR PERFORMANCE OF THE SOFTWARE. THE SOFTWARE'S FAILURE TO PERFORM IN ACCORDANCE WITH THE SPECIFICATIONS SHALL NOT BE CONSIDERED A FAILURE OF THE ESSENTIAL PURPOSE OF THE WARRANTIES CONTAINED HEREIN.

CONTINUED ../...

5. Limitation of Liability

NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL THE LICENSOR OR THE OWNER OF THE SOFTWARE BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS OR SAVINGS, BUSINESS INTERRUPTION OR LOSS OF INFORMATION OR DATA) WHETHER IN CONTRACT, NEGLIGENCE, TORT OR OTHERWISE ARISING OUT OF YOUR USE OR INABILITY TO USE THE SOFTWARE OR THE BREACH OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT, THE AGGREGATE LIABILITY OR DAMAGES OF THE LICENSOR OR THE OWNER OF THE SOFTWARE TO YOU OR TO ANY OTHER PERSON SHALL NOT EXCEED THE AMOUNT PAID BY YOU TO USE THE SOFTWARE REGARDLESS OF THE FORM OF THE CLAIMS.

6. Indemnity

If you use or distribute the Software in violation of this Agreement, you hereby agree to indemnify, hold harmless and defend The Licensor and / or the owners of the Software from and against any and all claims or lawsuits, including legal fees and costs that arise, result from or are connected with the said use or distribution of the Software in violation of this Agreement.

7. Right to Collect Information

BY nature of our business we WILL capture some personal information about you; namely your email address. There may be instances where other information may be collected about you through sales or support conversations. In EVERY event, your data will be held securely by us and only used by us to contact you as we deem suitable to maintain a professional relationship. Your data (howsoever obtained) will not be leased or sold to any other organisation or individual.

8. Support Services

You will receive support services from the Licensor in accordance with this Agreement. Notwithstanding anything contained herein, the owner of the Software shall not be responsible to you for the maintenance or for the provision of support services for the Software under this Agreement.

9. Third Party Software

Portions of the Software include software with open source licenses from third parties that govern the use of those portions. Nothing contained herein limits the rights and obligations you may have under such open source licenses. However, the disclaimer of warranty and limitation of liability provisions in the Agreement will apply to the Software as a whole.

10. General

This Agreement is binding on you as well as your employees, contractors, agents and any person who uses the computer / device on which the Software is installed. This Agreement shall inure to the benefit of and shall be binding upon the Licensor, the owner of the Software and their successors and assigns. This Agreement is also binding on your successors and assignees. This Agreement is the entire agreement between us and supersedes all previous agreements, arrangements, understandings or representations (including advertisement) relating to the subject matter hereof. If any provision of this Agreement is deemed invalid or unenforceable that particular provision will be deemed modified to the extent necessary to make the provision valid and enforceable and the remaining provisions will remain in full force and effect. Any failure or delay by a party to exercise any right or remedy under this Agreement shall not operate as a waiver of that right or remedy.

11. Fair Usage

We operate a fair appraisal over all activity whether through FREE or paid accounts. We reserve the right to suspend any account which may be using our service in a way as not deemed appropriate. On suspension we will give you an explanation of why your account was suspended and an invitation to resume using the service once fair usage polices have been agreed to.