



Terms of Service

Last updated:- 25th Sept 2018.

You indicate acceptance of these terms of service by placing an order with S3Uploader. These terms will not be varied for individual customers.

DEFINITIONS

In this Agreement the following words and expressions shall have the following meanings:-

- "downtime" means any service interruption in the availability of the service.
- "intellectual property rights" means patents, trade marks, design rights, applications for any of the foregoing, copyright, topography rights, database rights, rights in know-how, trade or business names and other similar rights or obligations, whether registrable or not in any country.
- "S3Uploader" means Eventured Ltd trading as S3Uploader a limited liability company registered in England, company N° 11203935 - Registered Office Address: International House, 24 Holborn Viaduct, CITY OF LONDON, London EC1A 2BN
- "IP address" stands for internet protocol address which is the numeric address for the server.
- "ISP" stands for internet service provider.
- "server" means the computer server equipment operated by S3Uploader in connection with the provision of the Service.
- "the Service" means the hosting of a file based uploader to the Amazon S3 web service.
- "Customer" means any individual or business that subscribes to use "the Service" paid or unpaid.
- "virus" means a computer programme that copies itself or is

copied to other storage media, including without limitation magnetic tape cassettes, memory chips, electronic cartridges, optical discs and magnetic discs, and destroys, alters or corrupts data, causes damage to the user's files or creates a nuisance or annoyance to the user and includes without limitation computer programs commonly referred to as "worms" or "trojan horses".

- "visitor" means a third party who has accessed the Website.

Product specifications and details may be found at s3uploader.com

Words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

The headings of the paragraphs of this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

INTRODUCTION

The Customer wishes to utilise the S3Uploader at s3uploader.com to facilitate the upload of files to the Amazon S3 web service.

PAYMENT

- Payment for an S3Uploader subscription is handled exclusively by our payment provider Gumroad Inc (<https://gumroad.com>), you must agree and abide to their terms of sale when subscribing to the Service.

SERVICE LEVELS AND DATA BACKUP

- S3Uploader shall use its reasonable endeavours to make the server and the Service available to the Customer 100% of the time but because the Service is provided by means of computer and telecommunications systems, S3Uploader makes no warranties or representations that the Service will be uninterrupted or error-free and S3Uploader shall not, in any event, be liable for interruptions of the Service or downtime of the server.
- S3Uploader carries out data backups in the event of systems failure. Even though every effort is made to ensure data is backed up correctly S3Uploader accepts no responsibility for data loss or corruption.

ACCEPTABLE USE POLICY

The website and use of the Service may be used for lawful purposes

only, in particular the Customer agrees not to:-

- engage in illegal or unlawful activities through the Service.
- Post data to the Service that the Customer knows contain a virus, worm, trojan or corrupt data; or obtain or attempt to obtain access, through whatever means, to areas of S3Uploader's network or the Service.
- The Customer has full responsibility for their account. The Customer should not share their account details with any other party and it should be kept secret to them.
- If the Customer fails to comply with the Acceptable Use Policy outlined here S3Uploader shall be entitled to withdraw the Service and terminate the Customer's account without notice.

ALTERATIONS AND UPDATES

All alterations and updates to the Customers data shall be made by the Customer using the online account management facility. The Customer will be issued with a password in order to access their account. The Customer must take all reasonable steps to maintain the confidentiality of this password. If the Customer reasonably believes that this information has become known to any unauthorised person, the Customer agrees to immediately inform S3Uploader and the password must be changed.

WARRANTIES

All conditions, terms, representations and warranties that are not expressly stated in this Agreement, whether oral or in writing or whether imposed by statute or operation of law or otherwise, including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded. In particular and without prejudice to that generality, S3Uploader shall not be liable to the Customer as a result of any viruses introduced or passed on to the Customer.

INDEMNITY

The Customer agrees to indemnify and hold S3Uploader and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against S3Uploader arising out of any breach

by the Customer of the terms of this Agreement.

S3Uploader will indemnify and hold the Customer harmless, from and against any claim against the Customer by reason of Your use of the Service as permitted hereunder, brought by a third party alleging that the Service infringes or misappropriates a third party's valid patent, copyright, trademark or trade secret (an "IP Claim"). S3Uploader shall, at its expense, defend such IP Claim and pay damages finally awarded against the Customer in connection therewith, including the reasonable fees and expenses of the attorneys engaged by S3Uploader for such defence, provided that (a) the Customer promptly notify S3Uploader of the threat or notice of such IP Claim, (b) S3Uploader will have the sole and exclusive control and authority to select defence attorneys, defend and/or settle any such IP Claim; and (c) the Customer fully cooperate with S3Uploader in connection therewith. If Your use of the Service has become, or in S3Uploader's opinion is likely to become, the subject of any such IP Claim, S3Uploader may at its option and expense (a) procure for the Customer the right to continue using the Service as set forth hereunder; (b) replace or modify the Service to make it non-infringing; or (c) if options (a) or (b) are not commercially and reasonably practicable as determined by S3Uploader, terminate Your subscription to the Service and repay the Customer, on a pro-rated basis, any Subscription Charges previously paid to S3Uploader for the corresponding unused portion of Your Subscription Term. S3Uploader will have no liability or obligation under this Section with respect to any IP Claim if such claim is caused in whole or in part by (a) compliance with designs, data, instructions or specifications provided by the Customer; (b) modification of the Service by anyone other than S3Uploader; or (c) the combination, operation or use of the Service with other hardware or software where the Service would not by itself be infringing. Licensor shall not settle or compromise any IP Claim that imputes fault or liability upon the Customer without your prior written consent.

LIMITATION OF LIABILITY

Excluding S3Uploader's indemnity obligations for third party IP infringement claims, the entire liability of S3Uploader to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for

the Service under this Agreement in respect of which the breach has arisen. In no event shall S3Uploader be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or S3Uploader had been made aware of the possibility of the Customer incurring such a loss.

TERM AND TERMINATION

This Agreement will become effective on the date the Service is ordered. A Customer may terminate their Service immediately at anytime and S3Uploader may terminate this agreement upon giving the Customer 30 days written notice. In addition either party may terminate this Agreement forthwith by notice in writing to the other if:-

- the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or
- the other party commits a material breach of this Agreement which cannot be remedied under any circumstances; or -
- the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or -
- the other party ceases to carry on its business or substantially the whole of its business; or -
- the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.
- Any rights to terminate this Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of this Agreement as at the date of termination.
- On termination all data held in the customers account will be deleted.

If the Customer terminates for S3Uploader's material breach then the Customer is entitled to a refund of any pre-paid subscription fee for the

remaining term on a pro rata basis.

ASSIGNMENT

- S3Uploader may assign or otherwise transfer this Agreement at any time.
- The Customer may not assign or otherwise transfer this Agreement or any part of it without S3Uploader's prior written consent which shall not be unreasonably withheld.
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FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, the act or omission of any Internet Service Provider, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

SEVERANCE

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

NOTICES

Any notice to be given by either party to the other may be sent by email.

ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. This

Agreement may be updated without notice.

GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

GDPR (General DATA Protection Regulation) PRIVACY NOTICE

To protect your privacy we will not distribute any of your details to third parties other than is described herein, or unless required to do so by law. S3Uploader is committed to ensuring that your privacy is protected, as such all data is only handled over the SSL (Secure Sockets Layer) protocol and is stored on UK based servers.

Sub-Contractors

The list below discloses the Sub-contractors S3Uploader uses in the provision of its service and what personal information if applicable is shared with each Sub-contractor.

Sub-contractor:- **Cloudways Limited**

Registered Business Address:- 52 Springvale, Pope Pius XII Street,
Mosta MST 2653, Malta

Actual Location of Processing:- UK

Details of personal information shared with the Sub-contractor:-

No personal details of the Customer are directly shared with this Sub-contractor but in their role as Data Processor they are permitted to access information they store on our behalf in accordance with their terms of service and the Data Processing Agreement (DPA).

Privacy Policy Link:- <https://www.cloudways.com/en/terms.php#privacy>

Data Processing Agreement (DPA):- https://s3uploader.com/cloudways_dpa.pdf

Sub-contractor:- **Mailgun Technologies Inc**

Registered Business Address:- 535 Mission St. 14th Floor San Francisco, CA 94105

Actual Location of Processing:- Ireland

Details of personal information shared with the Sub-contractor:-

S3Uploader utilises the Mailgun product provided by Mailgun Technologies Inc. This is a transactional email service used **solely** by S3Uploader to communicate with the Customer about their account. The email address exposed to the Mailgun service is the email the Customer has saved in their S3Uploader account.

Privacy Policy Link:- <https://www.mailgun.com/privacy-policy>

Data Processing Agreement (DPA):- https://s3uploader.com/mailgun_dpa.pdf

Should we ask you to provide certain information by which you can be identified when using the Service, then you can be assured that it will only be used in accordance with this privacy notice. S3Uploader may change this notice by updating this page. You should check this page from time to time to ensure that you are happy with any changes.

Types of data we collect

- Google Analytics

When someone visits S3Uploader we use a third party service, Google Analytics, to collect standard internet log information and details of visitor behaviour patterns. We do this to find out things such as the number of visitors to the various parts of the site. This information is only processed in a way which does not identify anyone. We do not make, and do not allow Google to make, any attempt to find out the identities of those visiting our website.

- Personal Data

The following personal information is used by the Service to identify you the Customer:-

- Email address (required)
- Full Name (optional)

The required personal information is mandatory in order to fulfil our obligations and provide the Service. We will use your email address solely as the primary means of communicating with you about your account.

You are entitled to view, amend, or delete any of the personal or business information that we hold. If you wish to delete your account, thereby removing all data we and any third party as described herein may hold about you please contact support requesting that your account and data be fully deleted.

- Cookies

What is a cookie?

Cookies are text files containing small amounts of information which are downloaded to your personal computer, mobile or other device when you visit a website. Cookies are then sent back to the originating website on each subsequent visit, Cookies are useful because they allow a website to recognise a user's device.

What cookies do we set and how long do they last?

Persistent cookies - these cookies remain on a user's device for the period of time specified in the cookie. They are activated each time that the user visits the Service that created that particular cookie. The only persistent cookie that a Customer needs to be aware of is the login session cookie. This cookie allows the Service to link the actions of a Customer during a browser session. A browser session starts when a user opens the browser window and finishes when they close the browser window. Session cookies are created temporarily. Once you close the browser, all session cookies are deleted. There is an option on the account login page to remain logged into the account, if selected, a session cookie is written to the Customer device which expires after 30 days.

Security

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard

and secure the information we collect and deliver online.