

DISTANCE CONTRACT AND TERMS OF SERVICE
between

CUSTOMER NAME			
Authorized person			
Legal address			
Office address			
Company reg. no. and VAT			
Bank account			

and

SERVICE PROVIDER	Files.fm LLC.		
Authorized person	Janis Viklis		
Legal address	Stabu str. 119, Riga, Latvia, LV1009		
Office address	Stabu str. 119, Riga, Latvia, LV1009		
Company reg. no. and VAT	40003962231	LV40003962231	
Bank account	Swedbank	HABALV22	LV64HABA0551018449526

Subject of the contract

(A) The Customer uses the Software as a Service (the Service), that have been developed by the Provider, via the Internet on a monthly fee basis for the purpose of file exchange and storage on the Provider's servers.

(B) The Customer uses the Service for the internal business purposes.

(C) The Provider has agreed to provide the Service and the Customer has agreed to use it and pay for the Service according to the terms and conditions of this agreement.

Contact persons	Name	Phone	e-mail
Customer's contact person			
Customer's billing information			
Provider's contact person	Liga Zemite	+371 2601 2223	office@files.fm
Support	+371 2601 2223		support@files.fm

Billing period

Each month or year, in advance.

SaaS AGREEMENT

Thank you for choosing Files.fm!

GENERAL FILES.FM SERVICE USAGE TERMS

Changes: 03.02.2015

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the <https://files.fm> or <https://failiem.lv> website or other subdomains of these domains (the "Service") operated by Files.fm ("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.

Our Privacy Policy explains how we collect and use your information: <https://files.fm/privacy-policy>

If you are using our Service for an organization, you are agreeing to these Terms on behalf of that organization.

Your Files and data

When you use our Service, you may upload and store various kinds of files or data („Your Files”). These terms do not give us any rights to Your Files, except limited rights, that is needed to run and provide the Service.

We need your permission to host, backup and share Your Files, when you ask us to. Our Service also provide you with features like photo and document previews, email communication, sorting, editing, sharing and searching. These and other features may require our systems to access, store and scan Your Files. You give us permission to do those things, and this permission extends to trusted third parties we work with.

Sharing Your Files

Our Service let you share Your Files with others, so you have to use it with a caution. You are not allowed to copy, upload, download or share content unless you have the right to do so.

On the Service, it is forbidden to carry out and submit, send or share the information (including photos, video and audio materials) that:

- infringes or violates the third parties` intellectual property (copyrights, etc.) rights;
- infringes personal dignity and respect;
- incite violence, racial hatred, or other illegal activities;
- is vulgar, libelous, or otherwise offensive;

- contains software viruses or designed to harm the computer or electronic communications software operation (security);
- is uncoordinated advertising, chain letters, spam, etc.;
- is of pornographic or excessively erotic nature or where video chat is advertised or work in video chat is offered;
- is information of any other kind that affects or could affect the operation and safety of the Portal;
- advertises financial services for which are not licensed according to the procedure of laws and regulations for providing financial services in the Republic of Latvia;
- advertises or promotes illegal race, income pyramid schemes, methods based on vendor recruitment;
- violates laws and regulations.

We may review your conduct and content for compliance with these Terms and our Acceptable Use Policy. With that said, we have no obligation to do so. We aren't responsible for the content people post and share via the Service.

Accounts

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

Service are not intended for and may not be used by people under the age of 13. By using our Service, you are representing to us that you are over 13.

Software

Some of our Service allow you to download client software ("Software") which may update automatically. So long as you comply with these Terms, we give you a limited, nonexclusive, nontransferable, revocable license to use the Software, solely to access the Service. To the extent any component of the Software may be offered under an open source license, we will make that license available to you and the provisions of that license may expressly override some of these Terms. Unless the following restrictions are prohibited by law, you agree not to reverse engineer or decompile the Service, attempt to do so, or assist anyone in doing so.

The Service are protected by copyright, trademark, and other Latvia and foreign laws. These Terms do not grant you any right, title or interest in the Service, others' content in the Service, Files.fm trademarks, logos and other brand features. We welcome feedback, but note that we may use comments or suggestions without any obligation to you.

Copyright and Takedown requests

We reserve the right to delete or disable content alleged to be infringing and terminate accounts of repeat infringers. More information here: <https://files.fm/content-review>

Paid Accounts

Billing. You can increase your storage space and add paid features to your account (turning your account into a "Paid Account", „Pro account”, „Business account”). We will automatically bill you from the date you convert to a Paid Account and on each periodic renewal until cancellation. You are responsible for all applicable taxes, and we will charge tax when required to do so.

No Refunds. You may cancel your Paid Account at any time but you won't be issued a refund unless it's legally required, due to nature of the Service.

Downgrades. Your Paid Account will remain in effect until it's cancelled or terminated under these Terms. If you don't pay for your Paid Account on time, we reserve the right to suspend it or reduce your storage to free space levels.

Changes. We may change the fees in effect but will give you advance notice of these changes via a message to the email address associated with your account.

Service is provided "AS IS"

TO THE FULLEST EXTENT PERMITTED BY LAW, FILES.FM AND ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICE. THE SERVICE ARE PROVIDED "AS IS." WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL FILES.FM, ITS AFFILIATES, SUPPLIERS OR DISTRIBUTORS BE LIABLE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT FILES.FM 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 SERVICE MORE THAN THE GREATER OF 10 EUR OR THE AMOUNTS PAID BY YOU TO FILES.FM FOR THE PAST 12 MONTHS OF THE SERVICE IN QUESTION.

Governing Law and resolving of disputes

All disputes between Service and users shall be resolved through negotiations. We want to address your concerns without needing a formal legal case. Before filing a claim against Files.fm, you agree to try to resolve the dispute informally by contacting support@files.fm. We'll try to resolve the dispute informally by contacting you via email. If a dispute is not resolved within 15 days of submission, you or Files.fm may bring a formal proceeding. Then they shall be settled in a court of the Republic of Latvia in accordance with the Terms and laws and regulations of the Republic of Latvia.

Entire Agreement

These Terms constitute the entire agreement between you and Files.fm with respect to the subject matter of these Terms, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms. These Terms create no third party beneficiary rights.

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 between us regarding the Service.

Modifications

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. And will post the most current version here. If a revision is material, we will try to provide at least 15 days notice via email or posting a message on Service 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 those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.