

DISTANCE AGREEMENT AND TERMS OF SERVICE

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

Subject of the Agreement

(A) The Customer uses the Software as a Service (the Service), that has 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, by registering for The Service, has agreed to use it and pay for the Service according to the terms and conditions of this agreement.

Contacts	Phone	e-mail
Support	+371 2601 2223	support@files.fm

Billing period Each month or annually in advance.

1. DEFINITIONS

1.1. "The Service" means Files.fm software, database, server infrastructure, algorithms, API services, Files.fm applications and its website www.files.fm, which will be made available by the Provider to the Customer as a service via the internet in accordance with this Agreement.

1.2. "Customer" is the recipient of The Service.

1.3. "User" means any individual, who uses the Service on Customer's behalf or through Customer's account or passwords, whether authorized or not.

1.4. "The Provider" is a European Union based company Files.fm, Ltd., registration number in the Register of Enterprises of Latvia: 40003962231, who owns all the rights to the Service.

1.5. "Organization" – the group of Customer's users authorized to use the Service on Customer's behalf, and therefore have multi-level internal information access and collection in central database. Several users in the Organization can be granted administrator access that allows create overall user access right structure of the Organization. The administrator may add, delete and permit new users to join the Organization.

2. THE SERVICE

2.1. The Service includes:

- (a) Tools to upload, store, share, publish and sell files;
- (b) “File upload form” tool, which is meant to be installed under customer’s website;
- (b) disk space for data storage on The Provider’s servers;
- (c) options to create Business account sub-user accounts under one account of the Administrator.

2.2. The Service is available via website <https://files.fm> and Files.fm mobile applications. Basic requirements to use the Service is internet connection and an up-to-date web browser.

2.3. Files.fm user main interface language: English.

2.4. In case of Internet connection disruption, the Provider does not guarantee that all data will be uploaded unless the guarantee is covered under a separate contract between the user and the Provider.

2.5. Privacy and User data:

2.5.1. Data flow between the user and server of Files.fm is encrypted and secured by SSL security certificate.

2.5.2. Each User has a unique user name and password, which may be changed at its own discretion. The user himself is responsible for disclosing of his password to third parties and responsible for the consequences that may occurred.

2.5.3. The data created and transferred in Service are available to User itself and addressees to whom they are transferred to.

2.5.4. The User takes full responsibility for the actions taken with its user name or from its devices.

2.5.5. The Provider assumes no responsibility for further distribution of data from addressees, the User must to take into consideration that addressees may send data to other persons.

2.7.6. The Provider does not have rights to disclose user information to third parties, with the exceptions listed in the laws of Republic of Latvia and international laws and in cases when the User's information has already been made publicly available.

2.8. The software may be used only in a legitimate way and for legitimate purposes.

2.9. Files.fm has the right to remove without notice any information that is contrary to the Latvian or international laws or understanding of moral principles.

2.8. Customer care

2.8.1. The Users can receive support by writing an e-mail to: support@Files.fm. The Provider’s support team will receive e-mail messages and answer to e-mail as soon as possible.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. The Provider hereby grants to the Customer a limited, nonexclusive, non-transferable, revocable license to use the Software, solely to access the Service for the internal business purposes of the Customer during the Term. You are allowed to:

- (a) Use the Service under this Agreement.
- (b) Use the data located under your company's account.

3.2. The Service is the Provider's property, regardless of from what resources it is used and on which data carriers the Service or its components are located. The license does not include ownership rights, not on the Service, nor any of its parts or components. Rights on the Service and the accompanying materials are protected by Latvian Copyright Law and international copyright treaties, as well as other intellectual property laws and treaties. The unauthorized copying of the Service, modification or inclusion in other programs is prohibited. You may not modify, adapt, translate, decompile and disassemble the Service.

3.3. The Customer must comply with the GENERAL FILES.FM WEBSITE TERMS published here <https://files.fm/terms> , and must ensure that all persons using the Service with the authority of the Customer or by means of an administrator Account comply with the GENERAL FILES.FM WEBSITE TERMS.

3.4. The Customer must not use the Service in any way that causes, or may cause, damage to the Services or Platform or impairment of the availability or accessibility of the Service.

3.5. The Provider shall use all reasonable endeavours to maintain the availability of the Service to the Customer at the gateway between the public Internet and the network of the Provider for the Service, but does not guarantee 100% availability.

4. FEES AND PAYMENT PROCEDURE

4.1. The fee for the Service as is published on the website in the "Pricing" section.

4.2. The Customer is responsible for all applicable taxes, and the Provider shall charge tax when required to do so.

4.3. The customer has right to use the Service free for the first 14 days starting the Effective Date.

4.5. Parties agree on the following payment procedure:

- (a) Parties shall prepare invoices in electronic form.
- (b) The invoices shall be sent on the e-mail specified in the account details.
- (c) The Parties are obliged to inform the other Party immediately in case the above mentioned e-mail changes.

4.6. The minimum billing period is a month. The Customer must make the payment within 14 days. Partially unpaid bill is considered as unpaid.

4.7. If the Customer does not pay any amount properly due to the Provider under this Agreement, the Provider may:

- (a) Deny access to the Service. The user can restore access to the Service by paying the invoice within 3 (three) days after the invoice due date.
- (b) Charge the Customer interest on the overdue amount at the rate of 0.5% per working day; or

- (c) If in 3 (three) days term after the invoice due date payment is not received in full amount, the Provider has rights to delete all user data and organization.

4.8. If the Customer requires technical support outside the Service description, the Provider provides technical support to the Customer with a prior agreement on an hourly rate for each hour spent. The minimum charging time is 30 minutes. If the Provider's employee performs work outside the data centre, then the Provider's employee travel time is considered to be working time.

5. TERM & TERMINATION:

5.1. The term of this Agreement shall commence on the Effective Date and continue until either party terminate this Agreement.

5.2. The Customer may terminate this Agreement by written notice 30 or more days before. Early termination fee constitutes amount that must have been paid as a subscription fee for twelve months minus the amount the Customer has paid de facto as a subscription fee since the Effective Date.

5.3. The provider may terminate the license if the user violates the License Agreement or in case if the Provider stops the maintenance or changes the concept of the Service.

6. WARRANTY:

6.1. The Provider does not guarantee that the program meets your requirements, that it is error-free and protected from interruptions, except where the following conditions are otherwise defined in a separate agreement with the Provider.

6.2. The Provider is not liable for defects caused by improper exploitation of the Program, and assumes no responsibility for any losses incurred as a result of the Service operation.

7. ORDER OF ADDITIONAL FUNCTIONALITY REQUIREMENT, COMPLAINT AND SUGGESTION SUBMISSION

7.1. The Service includes a wide range of functionality that allows its users to gain the benefits depending on the selected Service subscription level. User may order individual adjustments to the Service functionality. The order for additional functionality User can send to e-mail: order@files.fm. The implementation of additional functionality in the Service is a paid service. Upon receipt of the request, the User will receive offer from the Provider. After accepting the offer, the User will receive corresponding invoice from the Provider. After the day when the Provider will receive entire payment, the User will receive the required functionality in agreed term.

11.2. Users may send their suggestions and complaints to the e-mail address: support@files.fm. The Provider shall reply to the received message and include expected solution time.

8. SETTLEMENT OF DISPUTES

8.1. In all other respects not specified in this Agreement, the Parties shall resolve disputes in accordance with the Latvian legislation.

8.2. If any of these Articles become invalid, this shall not affect the validity of the other Articles.



12.3. All information made available by the Parties to each other under this Agreement is regarded as confidential and sensitive to third parties without the consent of the other Party, except in cases when it is issued under the requirement set in legislation and this Agreement and in cases where such information is already publicly available.

12.4. This Agreement and all rights arising from it, liabilities and obligations shall be binding to the parties and legal successors.

Thank you for choosing Files.fm!

Files.fm LLC

Last update date: 09.02.2017

GENERAL FILES.FM WEBSITE TERMS

Changes: 03.02.2015 Actual version: <https://files.fm/terms>

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 is 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 allows you to download client software ("Software") which may update automatically. As long as you comply with these Terms, we give you a limited, nonexclusive, non-transferable, 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 is 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 IS 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 will 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.

Thank you for choosing Files.fm!