

# Terms of Service

By using Bytesafe ("Service"), you are agreeing to be bound by the following terms and conditions ("Terms of Service").

Bitfront AB ("Company") reserves the right to update and change these Terms of Service without notice.

Violation of any of the terms below may result in the termination of your account.

## Account Terms

1. You are responsible for maintaining the security of your account and password. The Company cannot and will not be liable for any loss or damage from your failure to comply with this or any other security obligation.
2. You are responsible for all activity that occurs under your account (even for activity by others who have their own logins under your account).
3. You may not use the Service for any illegal purpose or to violate any laws in your jurisdiction (including but not limited to copyright laws).
4. You must provide a valid email address, and any other information requested in order to complete the signup process.
5. You must be a human. Accounts registered by "bots" or other automated methods are not permitted.

# Payment, Refunds, Upgrading and Downgrading Terms

1. The Service is offered on a freemium business model. Entry level plan for the Service is offered free of charge, while premium features are offered as a part of the according plan level. Premium plan levels are charged on a monthly basis. You will only be able to continue using premium plan levels of the Service by paying in advance for that usage. If you fail to pay for premium plan levels, your account will be downgraded to the entry plan level and premium features inaccessible until payment is made.
2. Any upgrade or downgrade in plan level, will result in the new rate being charged at the next billing cycle. There will be no prorating for downgrades in between billing cycles.
3. Downgrading your Service plan level may cause the loss of features or capacity of your account. The Company does not accept any liability for such loss.
4. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes. Where required, The Company will collect those taxes on behalf of taxing authority and remit those taxes to taxing authorities.
5. Transactions made in connection with upgrade in plan level (purchase of additional features) are final and non-refundable, subject to applicable law. The above notwithstanding, in the event that your account was credited or charged with incorrect amounts, or in the event that you did not receive the applicable features pursuant to such transaction, please contact us at [contact@bitfront.se](mailto:contact@bitfront.se), in order for us to assist you. The Company is under no obligation to inquire about any refund request filed after the lapse of seventy two (72) hours from the time that the purchase was recorded into your account.

6. Payment processes for premium plan levels may involve third party services. To complete such purchase, you will be required to provide to the said entities with certain information, such as your name, credit card number, billing address, etc. It is hereby stated that any information provided by you to such entities shall be at your own risk and account, and the Company shall not be liable for any damage which you may incur pursuant to such actions.

## Cancellation and Termination

1. You are solely responsible for properly canceling or downgrading your account premium plan levels. An email or phone request to cancel your account premium plan levels is not considered cancellation. You can cancel your account or downgrade your premium plan levels at any time by clicking on the Account link in the global navigation bar at the top of the screen.
2. All of your account features associated with a premium plan levels will be inaccessible from the Service immediately upon cancellation or downgrade from that plan level.
3. In the case of account cancellation, within 30 days, all content will be permanently deleted from backups and logs. This information can not be recovered once it has been permanently deleted.
4. If you cancel the Service before the end of your current paid up month, your cancellation will take effect immediately, and you will not be charged again. But there will not be any prorating of unused time in the last billing cycle.
5. The Company, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and

relinquishment of all content in your account. The Company reserves the right to refuse service to anyone for any reason at any time.

## Modifications to the Service and Prices

1. The Company reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, any part of the Service with or without notice.
2. Prices of all Services are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to the Company web site or the Service itself.
3. The Company shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

## User Generated Content, Content Ownership and Report of Content

1. While using the Services, and subject to the provisions of these Terms of Use, users may upload content of their own creation to be displayed on the Service, including, for example, package, posts and comments (User Generated Content).
2. User explicitly warrants and represents that uploading User Generated Content to Services and using, commercializing or displaying such User Generated Content shall not constitute or result in violation of applicable law or regulation, including copyright or trademark infringement, violation of privacy, obscenity or slander.
3. We claim no intellectual property rights over the material you provide to the Service.

4. The Company does not pre-screen content, but reserves the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service.
5. If you believe any content uploaded to the Service to be in violation of the Terms of Service or any other policy set forward by the Company, or in infringement of any applicable law, we would appreciate it if you would notify us via email to [contact@bitfront.se](mailto:contact@bitfront.se).

## General Conditions

1. The Service is only intended for individuals aged sixteen (16) years or older. If you are under 16 years or lack the legal capacity to use the service, please refrain from using the Service in any capacity.
2. Your use of the Service is at your sole risk. The service is provided on an "as is" and "as available" basis.
3. Technical support is primarily provided via email.
4. You understand that the Company uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.
5. You must not modify, adapt or hack the Service.
6. You must not modify another website so as to falsely imply that it is associated with the Service or the Company.
7. You agree not to 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 by the Company.
8. The look and feel of the Service is copyright© Bitfront AB. All rights reserved. You may not duplicate, copy, or reuse any

portion of the HTML, CSS, JavaScript, or visual design elements without express written permission from the Company.

9. We may, but have no obligation to, remove any content and/or accounts that we determine in our sole discretion are unlawful or violates any party's intellectual property or these Terms of Service.
10. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any Service customer, Company employee or officer will result in immediate account termination.
11. You understand that the technical processing and transmission of the Service, including your content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
12. We reserve the right to temporarily disable your account if your usage significantly exceeds the average usage of other Service customers. The Company will make reasonable attempts to contact the account owner before taking any such action except in rare cases where the level of use may negatively impact the performance of the Service for other customers.
13. The Company does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Service will be corrected.
14. You expressly understand and agree that the Company shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if the Company has been advised of the

possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the service.

15. The failure of the Company to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and the Company and govern your use of the Service, superseding any prior agreements between you and the Company (including, but not limited to, any prior versions of the Terms of Service).
16. Questions about the Terms of Service should be sent to [contact@bitfront.se](mailto:contact@bitfront.se).
17. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes.