

Terms and conditions for Service

The service "Service" is offered over the internet in the form of Software-as-a-Service by the company Service Provider. The use of Service is subject to the below terms and conditions. Using Service constitutes acceptance of these terms and conditions.

Deviations from these terms and conditions is possible only by means of written confirmation by Service Provider.

Article 1. Use of the service

1.1. Service allows you to send files to third parties, for example because they are too large to send by e-mail. It is expressly forbidden to send files in violation of copyright, and to publish login data or downloadlinks for files.

1.2. To use Service, you first need to register. After completing registration, you can directly log into your account and use the service.

1.3. You must secure access to your account using the username and password against third parties. In particular you must keep the password strictly confidential. Service Provider may assume that all actions undertaken from your account after logging in with your username and password is authorized and supervised by you. This means you are liable for these actions, unless and until you have notified Service Provider that someone else knows your password.

Article 2. Terms of use

[REDACTED]

- [REDACTED]

[REDACTED]

Article 3. Availability and maintenance

3.1. Service Provider makes no promises regarding availability of the service.

3.2. Service Provider actively maintains Service. Maintenance can take place at any time, even if this may negatively impact the availability of the service. Maintenance is announced in advance whenever possible.

3.3. Service Provider may from time to time adapt Service. Your feedback and suggestions are welcome but ultimately Service Provider decides which adaptations to carry out (or not).

Article 4. Intellectual property

[REDACTED]

Article 5. Compensation for the service

5.1. The use of certain functions of Service is subject to fees. The functions in question will inform you of the fees. The fee is due every month and is charged upon expiry of each applicable period.

5.2. Payment is possible through direct debit order, by making a wire transfer to the account of Service Provider, via iDeal online payment, by creditcard, by PayPal money transfer, or as explained further on the website.

5.3. Because the service is started directly at your express request, a payment cannot be refunded under the Distance Selling Act.

Article 6. Limitation of liability

[REDACTED]

Article 7. Term and termination

7.1. This agreement enters into force as soon as you first use the service and then remains in force for a calendar quarter.

7.2. After this period the agreement is silently renewed with successive terms of the same period. If you entered into this agreement as a consumer, you may after the first silent renewal terminate the agreement at any time with a notice period of one month, calculated from the moment of the notice. Non-consumers can terminate the agreement by the end of the term indicated in the previous clause with a notice period of two months.

7.3. Service Provider is entitled to terminate the agreement if you have not used the service at all in the last 18 months. In such an event Service Provider shall first send a reminder mail to the e-mail address connected to your account.

7.4. Please note: it is not possible to export data you store or process using the service.

Article 8. Changes to terms

[REDACTED]

Article 9. Miscellaneous provisions

9.1. Dutch law applies to this agreement.

9.2. Except to the extent determined otherwise by mandatory applicable law all disputes arising in connection with Service shall be brought before the competent Dutch court for the principal place of business of Service Provider.

9.3. For any clause in these terms and conditions that demand that a statement must be done "in writing" to be legally valid, a statement by e-mail or communication through the Service service shall be sufficient provided with sufficient certainty the authenticity of the sender can be established and the integrity of the statement has not been compromised.

9.4. The version of any communication of information as recorded by Service Provider shall be deemed to be authentic, unless you supply proof to the contrary.

9.5. In case any part of these terms and conditions are declared legally invalid, this shall not affect the validity of the whole of the agreement. The parties shall in such an event agree on one or more replacement provisions that approximate the original intent of the invalid provision(s) within the limits of the law.

9.6. Service Provider is entitled to transfer its rights and obligations under this agreement to a third party as part of an acquisition of Service or the associated business activities.