

General Terms

These terms of service (the "Terms of Use") govern your access to and use of all TERAcloud ("STALOWA MAGNOLIA LTD T/A TERAcloud a brand of STARTEK computer & Network Solutions which is a trading of STALOWA MAGNOLIA LTD, TERAcloud is powered by a UK Data Centre, this data centre is the sole controller of all data backups, encryption and the integrity of any TERAcloud customer") services (the "Services"), whether sold to you directly by TERAcloud or through a TERAcloud authorised retail electronic outlet ("a Retail Outlet"). Where the context so permits, the words "we", "our" and "us" refer to TERAcloud, including its successors and assigns. Please read these Terms of Use carefully before using the Services.

1. By using the Services you agree to be bound by these Terms of Use in their entirety for the period of time agreed between the parties, encompassing both the initial billing period agreed at sign-up and such further periods as are renewed automatically (each a "Fixed Contract Period") in accordance with these Terms of Use.
2. If you are using the Services on behalf of an organisation or charity then you are agreeing to these Terms of Use for that organisation and are warranting that you have the authority to bind that organisation to these Terms of Use. In that case "you" and "your" will refer to that organisation.
3. You may use the Services only in compliance with these Terms of Use. You may use the Services only if you have the power to form a contract with TERAcloud and are not barred under any applicable laws from doing so. The Services may continue to change over time as we refine and add more features. We may stop, suspend, or modify the Services at any time without prior notice to you. We may also remove any content from our Services at our discretion.

Activation, Your Files and Privacy

4. By using our Services you provide us with information, files, and folders that you submit to TERAcloud (together, "your files"). You retain full ownership to your files. We don't claim any ownership of any of your files. These Terms of Use do not grant us any rights to your files or intellectual property except for the limited rights that are needed to run the Services, as explained below.
5. The Services may be activated once you have received your account details via email, it is the responsibility of the account holder to create a strong password type. We recommend that you change your password as soon as you receive your account details. TERAcloud will not be responsible in the scenario an account is compromised via unauthorised access to the customer's account. Creating a strong password can prevent this from happening. You may commence the use of the Services by uploading your files and folders. Please note the activation email will be sent long as you have provided us with a valid email address.
6. TERAcloud is powered by live drive, this means certain compliance needed to be abided by to protect the integrity of your data. Full details of the privacy policy can be viewed [<here>](#).

Sharing

7. The Services provide features that allow you to share your files with others or to make your files public. There are many things that users may do with your files (for example, copy it, modify it, re-share it). Please consider carefully what you choose to share or make public. TERAcloud has no responsibility for that activity.

Software and Updates

8. Some of our Services require you to download a client software package ("Software"). TERAcloud hereby grants you a limited, non-exclusive, non-transferable, revocable license to use the Software, solely to access the Services. Your license to use the Software is automatically revoked if you violate these Terms of Use in a manner that implicates our intellectual property rights. We hereby reserve all rights not expressly granted in these Terms of Use. You must not reverse engineer or decompile the Software, nor attempt to do so, nor assist anyone else to do so. Our Services may update the Software on your device automatically when a new version is available. Your acceptance of such updates is required under the Terms of Use.

Account Security

9. You are responsible for safeguarding the password that you use on your TERAcloud account to access the Services (the "Account") and you agree not to disclose your password to any third party. You are responsible for any activity using your Account, whether or not you authorised that activity. You should immediately notify TERAcloud of any unauthorised use of your Account.

Your General Responsibilities

10. Files and other content in the Services may be protected by intellectual property rights of others. Please do not copy, upload, download, or share files unless you have the right to do so. TERAcloud reserves its right to delete files (without notice to you) where it has a reasonable belief that you do not have the right to copy, upload, download or share such files. You, not TERAcloud, will be fully responsible and liable for what you copy, share, upload, download or otherwise use while using the Services. You must not upload spyware or any other malicious software to the Services.
11. You, and not TERAcloud, are responsible for maintaining and protecting all of your files. TERAcloud will not be liable for any loss or corruption of your files, or for any costs or expenses associated with backing up or restoring any of your files.
12. If your contact information, or other information related to your Account, changes, you must notify us promptly and keep your information current.

Limitation of Liability

13. THE SERVICES AND SOFTWARE ARE PROVIDED "AS IS", AT YOUR OWN RISK, WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. TERAcloud will have no responsibility for any harm to your computer system, loss or corruption of data, or other harm that results from your access to or use of the Services or Software. Some jurisdictions in the United States do not allow the types of disclaimers in this paragraph, so they may not apply to you.
14. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL TERAcloud, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) DAMAGES, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT TERAcloud 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 SERVICES FOR AN AMOUNT GREATER THAN £20 OR THE AMOUNTS PAID BY YOU TO TERAcloud FOR THE PAST THREE MONTHS OF THE SERVICES IN QUESTION. Some jurisdictions in the United States do not allow the types of disclaimers in this paragraph, so they may not apply to you.

TERAcloud

Our Contact Information

Company Reg Number: 08355250 | Company Name: STALOWA MAGNOLIA LTD | Registered Office Address: 5 CHURCH ROAD SOUTH, WOOLTON VILLAGE, LIVERPOOL, L25 7RJ .
Head Office Address : 8 Rimmer Avenue, Liverpool, MERSEYSIDE, L16 2NG.

Jurisdiction

15. THESE TERMS OF USE AND THE USE OF THE SERVICES AND SOFTWARE WILL BE GOVERNED BY UNITED KINGDOM LAW EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES. ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SERVICES OR SOFTWARE MUST BE LITIGATED EXCLUSIVELY IN THE COURTS OF LONDON, UK AND BOTH PARTIES CONSENT TO VENUE AND PERSONAL JURISDICTION THERE. These Terms of Use constitute the entire and exclusive agreement between you and TERAcloud with respect to the Services, and supersede and replace any other agreements, terms and conditions applicable to the Services. These Terms of Use create no third party beneficiary rights. TERAcloud's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable the remaining provisions of these Terms of Use will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights in these Terms of Use, and any such attempt is void, but TERAcloud may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. TERAcloud and you are not legal partners or agents; instead, our relationship is that of independent contractors.

Fees

16. All fees payable by you for the Services shall be in accordance with the scale of fees and rates published from time to time by us on our web site (the "Pricing Structure"), errors and omissions accepted, and shall be due and payable for provision of the Services in advance of each Fixed Contract Period.
17. The Pricing Structure is determined by pre-agreed usage limits with you ("Usage Limit"). We reserve the right to alter the Pricing Structure, including ceasing to offer elements of the Services. The current Pricing Structure will always be posted on our website. By continuing to access or use the Services after alterations to the Pricing Structure become effective by being posted on our website, you agree to be bound by the revised Pricing Structure. If you do not agree to the new Pricing Structure, you can then notify us that you want to discontinue use of the Services. You are strongly advised to monitor our website for any alterations of the Pricing Structure.
18. In the event that your actual usage increases so that you exceed your Usage Limit, then we reserve the right charge you for the additional disc space required or to migrate you to a higher Usage Limit (collectively a "Migration") prior to the end of the Fixed Contract Period, consistent with your increased actual usage. We are not obliged to contact you prior to a Migration, however such Migration is likely to incur additional fees for you under the Pricing Structure. If you do not agree to the Migration decision, you must then notify us that you want to revert to the previous Usage Limit and take the required steps to effect this change. Please note that if your actual usage is such that you exceed the highest available Usage Limit available at that time, then it is possible that no such Migration is possible, and we reserve the right to terminate the Services without notice to you in accordance with condition 20(f) of these Terms of Use.
19. All fees for our Services are due in advance and your contract will automatically renew on the expiry of the Fixed Contract Period, at which point fees for the following Fixed Contract Period become payable. If you choose to pay by credit or debit card then you authorise TERAcloud to debit your card with the fees due, and to avoid interruptions in the Services caused by rejected credit or debit card charges, TERAcloud reserves the right to update your credit or debit card details (such as expiration dates) where this is not prohibited by law. YOU UNDERSTAND AND AGREE THAT TERAcloud IS ENTITLED TO OBTAIN SUCH UPDATED CARD DETAILS, STORE THEM AND USE THEM TO BILL CHARGES. If you wish to cancel your contract with TERAcloud, you must do so in writing at least one week before the expiry of the Fixed Contract Period.
20. All fees paid to us are non-refundable except in circumstances set out in these Terms of Use.
21. You agree not to issue a chargeback via your bank in relation to any fees charged by us. If you do so you accept that you will be liable for our costs in dealing with the chargeback and recovering any fees properly due to us under the Terms of Use.

Intellectual Property

22. Please be aware that we may use any feedback, comments, or suggestions that you send us or post in our forums without any obligation to you.
23. The Software and other technology we use to provide the Services are protected by copyright, trademark, and other laws of both the United Kingdom and foreign countries. These Terms of Use do not grant you any rights to use the TERAcloud trademarks, logos, domain names, or other brand features.

Additional Terms applicable to use of TERAcloud Backup

24. You must at all times hold an original copy of the data in the original location on the system it was backed up from and ensure that any External Storage Devices are always connected whilst the Software is running. If you delete files from your computer that have been backed up or disconnect External Storage Devices that have been backed up we will remove the corresponding backup from our servers. In layman's terms if you remove any files or folders from the computer that is running the software then it will be removed from the server the next time the synchronisation runs.
25. You must at all times run the Software on any computer that is being backed up and you must ensure this computer connects to the Internet at least once every 30 days. TERAcloud will remove backups for computers that have not connected to the service for 30 days.
26. If you wish to restore data backed up onto our servers we may require up to 72 hours notice. Whilst ordinarily we would expect your data to be available for restore immediately, we reserve the right to archive data in facilities where it may not be available for immediate access.

Acceptable Use

You agree not to misuse the Services. For example, you must not, and must not attempt to, use the Services to do the following things.

1. Probe, scan, or test the vulnerability of any system or network;
2. Breach or otherwise circumvent any security or authentication measures;
3. Access, tamper with, or use non-public areas of the Services, shared areas of the Services which you have not been invited to, TERAcloud (or our service providers') computer systems;
4. Interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Services;
5. Plant malware or otherwise use the Services to distribute malware;
6. Access or search the Services by any means other than our publicly supported interfaces (for example, "scraping");
7. Send unsolicited communications, promotions or advertisements, or spam; send altered, deceptive or false source-identifying information, including "spoofing" or "phishing"; Publish anything that is fraudulent, misleading, or infringes another's rights; promote or advertise products or Services other than your own without appropriate authorisation;
8. Impersonate or misrepresent your affiliation with any person or entity;
9. Publish or share materials that are unlawfully pornographic or indecent, or that advocate bigotry, religious, racial or ethnic hatred;
10. Violate the law in any way, or violate the privacy of others, or defame others.

TERAcloud

Our Contact Information

Company Reg Number: 08355250 | Company Name: STALOWA MAGNOLIA LTD | Registered Office Address: 5 CHURCH ROAD SOUTH, WOOLTON VILLAGE, LIVERPOOL, L25 7RJ .
Head Office Address : 8 Rimmer Avenue, Liverpool, MERSEYSIDE, L16 2NG.