

Terms of Service

Effective: January 02, 2017

Thanks for using gLockr! These terms of service ("Terms") cover your use and access to our services, client software and websites ("Services"). Your agreement is with Seventeen91 Inc. Our Privacy Policy explains how we collect and use your information while our Acceptable Use Policy outlines your responsibilities when using our Services. By using our Services, you're agreeing to be bound by these Terms and our Privacy Policy. If you're using our Services for an organization, you're agreeing to these Terms on behalf of that organization.

Your Stuff & Your Permissions

When you use our Services, you provide us with things like your files, content, messages, contacts and so on ("Your Stuff"). Your Stuff is yours. These Terms don't give us any rights to Your Stuff except for the limited rights that enable us to offer the Services. We need your permission to do things like hosting Your Stuff, backing it up, and sharing it when you ask us to. Our Services also provide you with features like photo thumbnails, document previews, editing, sharing and searching. These and other features may require our systems to access, store and scan Your Stuff. You give us permission to do those things, and this permission extends to our affiliates and trusted third parties we work with.

Sharing Your Stuff

Our Services let you share Your Stuff with others, so please think carefully about what you share.

Your Responsibilities

You're responsible for your conduct. Your Stuff and you must access and use our Services only for legal, authorized, and acceptable purposes. Content in the Services may be protected by others' intellectual property rights. Please don't copy, upload, download or share content unless you have the right to do so. We may review your conduct and content for compliance with legal, authorized, and acceptable standards. With that said, we have no obligation to do so. We aren't responsible for the content people post and share via the Services.

Help us keep you informed and Your Stuff protected. Safeguard your password to the Services, and keep your account information current. Don't share your account credentials or give others access to your account. You may use our Services only as permitted by applicable law, including export control laws and regulations. Finally, our Services are not intended for and may not be used by people under the age of 13. By using our Services, you are representing to us that you're over 13.

Software

Some of our Services 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 Services. To the extent any component of the Software may be offered under an open source license, we'll 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 Services, attempt to do so, or assist anyone in doing so.

Beta Services

We sometimes release products and features that we are still testing and evaluating. Those Services have been marked beta, preview, early access, or evaluation (or with words or phrases with similar meanings) and may not be as reliable as gLockr's other services, so please keep that in mind.

Our Stuff

The Services are protected by copyright, trademark, and other US and foreign laws. These Terms don't grant you any right, title or interest in the Services, others' content in the Services, gLockr and Seventeen91 trademarks, logos and other brand features. We welcome feedback, but note that we may use comments or suggestions without any obligation to you.

Copyright

We respect the intellectual property of others and ask that you do too. We respond to notices of alleged copyright infringement if they comply with the law, and such notices should be reported using to feedback@glockr.io. We reserve the right to delete or disable content alleged to be infringing and terminate accounts of repeat infringers. Our designated agent for notice of alleged copyright infringement on the Services is:

Seventeen91 Inc
12252 SW 122nd CT
33186 Miami, FL

Paid Accounts

Billing. gLockr is a free service enabling you to onboard and organise all your devices and appliances. We reserve the right to suspend the service, charge for features in the future or reduce the features based on usage feedback from our customers. We may change the terms and fees in effect but will give you advance notice of these changes via a message to the email address associated with your account.

Termination

You're free to stop using our Services at any time. We reserve the right to suspend or terminate your access to the Services with notice to you if:

- a) you're in breach of these Terms,
- b) you're using the Services in a manner that would cause a real risk of harm or loss to us or other users, or
- c) providing services to you will lead to possible legal exposure for us, our users, or others.

We'll provide you with reasonable advance notice via the email address associated with your account to remedy the activity that prompted us to contact you and give you the opportunity to export Your Stuff from our Services. If after such notice you fail to take the steps we ask of you, we'll terminate or suspend your access to the Services.

We won't provide notice before termination where:

- a) you're in material breach of these Terms,
- b) doing so would cause us legal liability or compromise our ability to provide the Services to our other users, or
- c) we're prohibited from doing so by law.

Discontinuation of Services

We may decide to discontinue the Services in response to unforeseen circumstances beyond gLockr's control or to comply with a legal requirement. If we do so, we'll give you reasonable prior notice so that you can export Your Stuff from our systems. If we discontinue Services in this way before the end of any fixed or minimum term you have paid us for, we'll refund the portion of the fees you have pre-paid but haven't received Services for.

Services "AS IS"

We strive to provide great Services, but there are certain things that we can't guarantee. TO THE FULLEST EXTENT PERMITTED BY LAW, gLockr AND ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES. THE SERVICES ARE PROVIDED "AS IS." WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Some places don't allow the disclaimers in this paragraph, so they may not apply to you.

Limitation of Liability

WE DON'T EXCLUDE OR LIMIT OUR LIABILITY TO YOU WHERE IT WOULD BE ILLEGAL TO DO SO—THIS INCLUDES ANY LIABILITY FOR gLockr'S OR ITS AFFILIATES' FRAUD OR FRAUDULENT MISREPRESENTATION IN PROVIDING THE SERVICES. IN COUNTRIES WHERE THE FOLLOWING TYPES OF EXCLUSIONS AREN'T ALLOWED, WE'RE RESPONSIBLE TO YOU ONLY FOR LOSSES AND DAMAGES THAT ARE A REASONABLY FORESEEABLE RESULT OF OUR FAILURE TO USE REASONABLE CARE AND SKILL OR OUR BREACH OF OUR CONTRACT WITH YOU. THIS PARAGRAPH DOESN'T AFFECT CONSUMER RIGHTS THAT CAN'T BE WAIVED OR LIMITED BY ANY CONTRACT OR AGREEMENT.

IN COUNTRIES WHERE EXCLUSIONS OR LIMITATIONS OF LIABILITY ARE ALLOWED, gLockr, ITS AFFILIATES, SUPPLIERS OR DISTRIBUTORS WON'T BE LIABLE FOR:

- i. ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR
- ii. ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS, REGARDLESS OF LEGAL THEORY.

THESE EXCLUSIONS OR LIMITATIONS WILL APPLY REGARDLESS OF WHETHER OR NOT gLockr OR ANY OF ITS AFFILIATES HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES.

IF YOU USE THE SERVICES FOR ANY COMMERCIAL, BUSINESS OR RE-SALE PURPOSE, gLockr, ITS AFFILIATES, SUPPLIERS OR DISTRIBUTORS WILL HAVE NO LIABILITY TO YOU FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITY. gLockr AND ITS AFFILIATES AREN'T RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICES.

OTHER THAN FOR THE TYPES OF LIABILITY WE CANNOT LIMIT BY LAW (AS DESCRIBED IN THIS SECTION), WE LIMIT OUR LIABILITY TO YOU TO THE GREATER OF \$20 USD OR 100% OF ANY AMOUNT YOU'VE PAID UNDER YOUR CURRENT SERVICE PLAN WITH gLockr.

Resolving Disputes

We will attempt to Sort Things Out First. We want to address your concerns without needing a formal legal case. Before filing a claim against gLockr, you agree to try to resolve the dispute informally by contacting feedback@gLockr.com. 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 gLockr may bring a formal proceeding.

Judicial forum for disputes. You and gLockr agree that any judicial proceeding to resolve claims relating to these Terms or the Services will be brought in the federal or state courts of San Francisco County, California, subject to the mandatory arbitration provisions below. Both you and gLockr consent to venue and personal jurisdiction in such courts. If you reside in a country (for example, European Union member states) with laws that give consumers the right to bring disputes in their local courts, this paragraph doesn't affect those requirements.

NO CLASS ACTIONS. You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed. If this specific paragraph is held unenforceable, then the entirety of this "Mandatory Arbitration Provisions" section will be deemed void.

Controlling Law

These Terms will be governed by California law except for its conflicts of laws principles. However, some countries (including those in the European Union) have laws that require agreements to be governed by the local laws of the consumer's country. This paragraph doesn't override those laws.

Entire Agreement

These Terms constitute the entire agreement between you and gLockr 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.

Waiver, Severability & Assignment

gLockr'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 the Terms 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 under these Terms, and any such attempt will be void. gLockr may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

Modifications

We may revise these Terms from time to time to better reflect:

- (a) changes to the law,
- (b) new regulatory requirements, or
- (c) improvements or enhancements made to our Services.

If an update affects your use of the Services or your legal rights as a user of our Services, we'll notify you prior to the update's effective date by sending an email to the email address associated with your account or via an in-product notification. These updated terms will be effective no less than 30 days from when we notify you.

If you don't agree to the updates we make, please cancel your account before they become effective. Where applicable, we'll offer you a prorated refund based on the amounts you have prepaid for Services and your account cancellation date. By continuing to use or access the Services after the updates come into effect, you agree to be bound by the revised Terms.