

Retention.live Terms of Service

Effective date: February 02, 2020

Thanks for using **Retention.live**! Our mission is to store your content over the centuries while allowing it to earn even more years of retention.

1. Definitions

- a. These terms of service ("Terms") cover your use and access to Retention.live services, client software and websites ("Services").
- b. Retention.live is a service provided by New IT OÜ private limited company registered at Juhkentali 8-2, Tallinn, 10132, Estonia ("New IT", "we", "us").
- c. Our Privacy Policy explains how we collect and use your information while our Acceptable Use Policy outlines your responsibilities when using our Services.
- d. By using our Services, you're agreeing to be bound by these Terms, Privacy Policy, and Acceptable Use Policy.
- e. If you do not understand the Terms, or do not accept any part of them, then you should not use the Services.

2. Your use of Retention.live

- a. In order to use Retention.live you must be 13 years of age or older. If you are 13 or older but under 18 years of age, you must have your parent or legal guardian's permission to use the Services and to accept the Terms.
- b. Your use of our Services must comply with our Acceptable Use Policy.
- c. Your use of the Services must not violate any applicable laws, including copyright or trademark laws, export control or sanctions laws, or other laws in your jurisdiction. You are responsible for making sure that your use of the Services is in compliance with laws and any applicable regulations.
- d. Retention.live allows you to upload your content while using the Services. You are solely responsible for the content of, and for any harm resulting from, any content that you upload, link to or otherwise make available via the Services, regardless of the form of that content.
- e. We do not pre-screen your content, but we have the right (though not the obligation) to refuse or remove any content that, in our sole discretion, violates any Retention.live terms or policies.
- f. When you upload content to Retention.live, you give us a worldwide licence to use, host, store, publish, publicly display and distribute such content.
- g. In connection with your use of Retention.live, we may send you service announcements, administrative messages, and other information.
- h. 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, Retention.live trademarks, logos and other brand features.

- i. We welcome feedback, but note that we may use comments or suggestions without any obligation to you.

3. Copyright protection

- a. We respond to notices of alleged copyright infringement and terminate access to the Services of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act.
- b. We reserve the right to delete or disable content alleged to be infringing and terminate access to the Services of repeat infringers. Our designated agent for notice of alleged copyright infringement on the Services is:
legal@retention.live

4. Termination

- a. You're free to stop using our Services at any time and remove your content from Retention.live website.
- b. We reserve the right to suspend or terminate your access to the Services and remove your content if:
 - i. you're in breach of these Terms and Acceptable Use Policy;
 - ii. your use of the Services would cause a real risk of harm or loss to us or other users.

5. Refunds

- a. No Refunds are provided.

6. Discontinuation of the Services

- a. We may decide to discontinue the Services in response to unforeseen circumstances beyond our control or to comply with a legal requirement.
- b. We make a commitment to apply our best effort to avoid interruption and shut down of the Services.

7. Validation period

- a. Validation period is period of time until 12 February 2021.
- b. During the Validation period, public access to your content stored in Retention.live can be closed by us at any time without prior notice.
- c. During the Validation period, the Services might be shut down at any time by New IT with 1 month prior notice.

8. Our warranties

- a. Other than as expressly stated, we don't make any commitments about the specific functionality available through Retention.live, its reliability, availability,

or ability to meet your needs.

9. Liability for Retention.live

- a. You understand and agree that we will not be liable to you or any third party for any loss of profits, use, goodwill, or data, or for any incidental, indirect, special, consequential or exemplary damages, however arising, that result from:
 - i. the use, disclosure, or display of your content;
 - ii. your use or inability to use the Services;
 - iii. any modification, price change, suspension or discontinuance of the Services;
 - iv. any other user interactions that you input or receive through your use of the Services; or
 - v. any other matter relating to the Services.

Our liability is limited, whether or not we have been informed of the possibility of such damages.

10. Controlling Law

- a. These Terms will be governed by California law except for its conflicts of laws principles.

11. About these Terms

- a. We reserve the right, at our sole discretion, to amend these Terms of Service at any time and will update these Terms of Service in the event of any such amendments.