

Many thanks for using our service! These terms of service ("Terms") cover your use and access to our services, client software and websites ("Services").

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 to review our [Privacy Policy](#) and Acceptable Use policies.

If you're using our Services for an organization, you're agreeing to these Terms on behalf of that organization.

ARTICLE 1: YOUR STUFF & YOUR PERMISSIONS

When you use our Services, you provide us with things like your files, content, email 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, email organization, easy sorting, 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.

ARTICLE 2: SHARING YOUR STUFF

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

ARTICLE 3: YOUR RESPONSIBILITIES

You're responsible for your conduct, Your Stuff and you must comply with our Acceptable Use Policy. 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 these Terms and our Acceptable Use Policy. With that said, we have no obligation to do so. We aren't responsible for the content people post and share via the Services.

Please safeguard your password to the Services, make sure that others don't have access to it, and keep your account information current.

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.

ARTICLE 4: 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.

ARTICLE 5: 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 Splash Sync's other services, so please keep that in mind.

ARTICLE 6: OUR STUFF

The Services are protected by copyright, trademark, and other French and foreign laws.

These Terms don't grant you any right, title or interest in the Services, others' content in the Services, trademarks, logos and other brand features.

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

ARTICLE 7: 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 our Copyright Policy. 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:

Splash Sync SAS

21 Allée des Papillons

33470 Gujan-Mestras - France

ARTICLE 8: PAID ACCOUNTS

Billing.

You can increase your storage space and add paid features to your account (turning your account into a "Paid Account"). We'll automatically bill you from the date you convert to a Paid Account and on each periodic renewal until cancellation. You're responsible for all applicable taxes, and we'll charge tax when required to do so.

No Refunds.

You may cancel your Paid Account at any time, but you won't be issued a refund unless it's legally required.

Downgrades.

Your Paid Account will remain in effect until it's cancelled or terminated under these Terms. If you don't pay for your Paid Account on time, we reserve the right to suspend it or reduce your storage to free space levels.

Changes.

We may change the fees in effect but will give you advance notice of these changes via a message to the email address associated with your account.

ARTICLE 9: TERMINATION

You're free to stop using our Services at any time. We also reserve the right to suspend or end the Services at any time at our discretion and without notice. For example, we may suspend or terminate your use of the Services if you're not complying with these Terms, or use the Services in a manner that would cause us legal liability, disrupt the Services or disrupt others' use of the Services.

Except for Paid Accounts, we reserve the right to terminate and delete your account if you haven't accessed our Services for 12 consecutive months. We'll of course provide you with notice via the email address associated with your account before we do so.

ARTICLE 10: 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, SPLASH SYNC 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.

ARTICLE 11: LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR ANY LIABILITY FOR SPLASH'S OR ITS AFFILIATES' FRAUD, FRAUDULENT MISREPRESENTATION, OR GROSS NEGLIGENCE, IN NO EVENT WILL SPLASH SYNC, ITS AFFILIATES, SUPPLIERS OR DISTRIBUTORS BE LIABLE FOR:

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

THIS WILL BE REGARDLESS OF WHETHER OR NOT SPLASH SYNC SAS OR ANY OF ITS AFFILIATES HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

ADDITIONALLY, SPLASH SYNC SAS, ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS WILL NOT BE LIABLE FOR AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES FOR MORE THAN THE GREATER OF \$20 OR THE AMOUNTS PAID BY USER FOR THE PAST 12 MONTHS OF THE SERVICES IN QUESTION.

Some places don't allow the types of limitations in this paragraph, so they may not apply to you.

ARTICLE 12: RESOLVING DISPUTES***Let's Try To Sort Things Out First.***

We want to address your concerns without needing a formal legal case. Before filing a claim against Splash Sync SAS, you agree to try to resolve the dispute informally by using our [contact form](#). We'll try to resolve the dispute informally by contacting you via email.

If a dispute is not resolved within 30 days of submission, you or Splash Sync may bring a formal proceeding.

Judicial forum for disputes.

You and Splash agree that any judicial proceeding to resolve claims relating to these Terms or the Services will be brought in the business courts of Bordeaux, France, subject to the mandatory arbitration provisions below. Both you and Splash Sync SAS consent to venue and personal jurisdiction in such courts.

ARTICLE 13: IF YOU'RE A U.S. RESIDENT, YOU ALSO AGREE TO THE FOLLOWING MANDATORY ARBITRATION PROVISIONS:***We Both Agree To Arbitrate.***

You and Splash Sync agree to resolve any claims relating to these Terms or the Services through final and binding arbitration, except as set forth under Exceptions to Agreement to Arbitrate below.

Opt-out of Agreement to Arbitrate.

You can decline this agreement to arbitrate by sending us an email within 30 days of first accepting these Terms.

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 arbitration's, class actions, private attorney general actions, and consolidation with other arbitration's aren't allowed.

ARTICLE 14: CONTROLLING LAW

These Terms will be governed by French law except for its conflicts of laws principles, unless otherwise required by a mandatory law of any other jurisdiction.

ARTICLE 15: ENTIRE AGREEMENT

These Terms constitute the entire agreement between you and Splash Sync SAS 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.

ARTICLE 16: WAIVER, SEVERABILITY & ASSIGNMENT

Splash Sync'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. Splash Sync may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

ARTICLE 17: MODIFICATIONS

We may revise these Terms from time to time, and will always post the most current version on our website.

If a revision meaningfully reduces your rights, we will notify you (by, for example, sending a message to the email address associated with your account, posting on our blog or on this page).

By continuing to use or access the Services after the revisions come into effect, you agree to be bound by the revised Terms.

CONTACT

Have questions or concerns, please contact us using our [contact form](#).