

# SCALEFLEX SERVICE TERMS AND CONDITIONS

## Cloudimage | Filerobot

Latest Update: 05.08.2021

### 1. Introduction

WELCOME! WE ARE VERY EXCITED YOU HAVE DECIDED TO USE OUR SERVICES. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY CHECKING THE BOX "I AGREE" TO THESE TERMS AND CONDITIONS OR BY SIGNING A CONTRACT WITH THESE TERMS AND CONDITIONS ATTACHED OR BY ACCESSING OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ALL TERMS INCORPORATED BY REFERENCE.

These Terms and Conditions ("Terms") between You and Scaleflex SAS ("Scaleflex", "we" or "us") govern Your ("Customer", "You") use and access to Cloudimage's and Filerobot's cloud-based image optimization and digital asset management products and services (collectively "Services"); by using the Services, You accept these Terms in full. If You disagree with these Terms or any part of these Terms, You can freely decide not to use this website and/or the Services. You must be at least of legal adult age to use this website and the Services. By using this website and benefitting from the Services and by agreeing to these Terms You warrant and represent that You are at least of legal adult age in Your country.

These terms and conditions cover the use of following Services:

- a) Cloudimage: image transformation, optimization and acceleration
- b) Filerobot: digital asset management - media upload, storage, management, transformation, optimization and acceleration

By using Filerobot, you are automatically using Cloudimage.

### 2. Definitions

**"Administrator"** means an user with administrative rights to the Console of the respective Scaleflex Service

**“Asset”** | **“Digital Asset”** means an image, video or static file (.css, .js, .pdf and any other file delivered on a web or mobile application) stored, transformed and accelerated by the Services over CDN

**“Asset Cache”** | **“Digital Asset Cache”** means a copy of the Origin Asset as well as the Transformed Asset temporarily stored on the Transformation Servers and CDN Servers

**“Caching”** means the action of temporary storing Transformed Assets on the Transformation and CDN servers

**“CDN”** means Content Delivery Network and refers to a supplier of Scaleflex for accelerating the delivery of Asset world wide

**“CDN Traffic”** means the monthly CDN traffic generated by the delivery Your Transformed Assets, measured in Gigabytes or Terabytes

**“CDN Server”** means a physical or virtual server hosted in a CDN Point-of-Presence

**“Console”** means the administration portal for the Services

**“Customer”** or **“Organization”** means any individuals (e.g. Freelancer or similar) or entities (e.g. Company, Digital Agency, MSP or similar) which use the Service

**“Discount”** means the discount provided in the quote for the Services

**“Free Trial”** means the 14-day period You can enjoy Filerobot and Cloudimage in a non-production environment for free.

**“Gigabyte”** means 1 000 000 000 bytes

**“Migration Tool”** means a script or service we provide You to assist with migrating Asset from their current storage provider into the Filerobot Storage

**“Overuse”** means the Asset Cache, Storage, Users and CDN Traffic consumed by You above Your Plan’s allowances

**“Overuse Cost”** means the cost per GB / month for additional usage of the Services exceeding the selected Plan’s allowance or number of User Licences exceeding the Filerobot ENTERPRISE allowance

**“Origin Asset”** | **“Origin Digital Asset”** means the media Asset You want to upload into the Filerobot Storage and transform with the Services prior to Transformation

**“Party”** means You or Scaleflex

**“Perk Offer”** means specific and limited promotional advantages made available by the authorized Scaleflex’ Partners to their Customers;

**“Plan”** means a paid subscription for production use of the Services as defined in the Pricebook

**“Pricebook”** means the pricing pages [www.cloudimage.io/en/pricing](http://www.cloudimage.io/en/pricing) and [www.filerobot.com/pricing](http://www.filerobot.com/pricing) as well as the Custom and Enterprise pricebooks applied by Scaleflex sales representatives

**“Privacy Policy”** means the privacy policy referred to in the present Terms

**“Scaleflex Websites”** means the websites hosted by Scaleflex for promoting the Services ([www.cloudimage.io](http://www.cloudimage.io), [www.filerobot.com](http://www.filerobot.com), [www.scaleflex.com](http://www.scaleflex.com))

**“Services”** means the services offered by Scaleflex to You under these Terms, including (1) the Storage, (2) the Transformation, (3) the temporary Caching on the Transformation Servers, and (4) CDN acceleration. (1), (2), (3) and (4) are bundled under the Filerobot service; (2), (3) and (4) are bundled under the Cloudimage service.

**“Service Availability”** means the combined availability of the Scaleflex Storage service, Transformation Servers and CDN Servers. It is measured as the percentage of time in a calendar month that the Services are available for access, as measured by Scaleflex status pages.

**“SLA”** means the Service Availability agreed between You and Scaleflex

**“Storage”** means the combined amount of storage in Gigabytes or Terabytes required to store Your Origin Assets

**“Storage Infrastructure”** means the distributed Filerobot storage infrastructure You upload Assets to for permanent storage prior to Transformation and CDN delivery

**“Storage API”** means the set of RESTful APIs available to You for uploading Assets into the Filerobot Storage programmatically

**“Terms”** means the present service terms and conditions

**“Terabyte”** means 1 000 000 000 000 bytes

**“Token”** means Your token associated to a Free Trial or Plan

**“Transformation”** means the media processing operation from Cloudimage and Filerobot, including but not limited to resizing, cropping, watermarking, compression, transcoding and minification applied to the Origin Asset

**“Transformed Asset”** means the Asset after application of the Transformation on the Scaleflex Transformation Servers

**“Transformation Server”** means a server maintained by Scaleflex responsible for the Transformation and Caching of Origin Assets

**“User Content”** means the collection of digital Asset material You provide to Scaleflex for storage, applying Transformations, Caching and delivering over CDN Servers

**“URL Pattern”** means the URL used to call the Services including the Token, the Transformation parameters and the Origin Asset URL

**“Upload”** means the action of performing one upload into the Filerobot Storage, each subsequent update of an Asset is counted as one upload

**“Visitor”** means the end user to whom Transformed Assets are delivered to over CDN

### 3. Privacy

Your privacy matters to us. You can learn how we handle Your information when You use our Services by reading our Privacy Policy at <https://privacy.scaleflex.com/> for a description of how we collect, protect, use and disclose Your information. We encourage You to give the Privacy Policy a careful look because, by using our Services, you agree a.o. that we can collect, use and transfer Your information, User Content, Origin Assets and any other data and/or information You sent us, consistent with that Privacy Policy.

### 4. The Services

The Services are described as following Digital Asset processing workflow:

#### 4.1 Filerobot

- a) You upload the Origin Asset into the Filerobot Storage over the Filerobot Console, Storage API, Filerobot Uploader or Migration Tool
  - b) You implement the URL Pattern into your web or mobile application to deliver Transformed Assets over CDN to your Visitors
  - c) Upon first request for a Transformed Asset by one of your Visitors, the Origin Asset will be downloaded by the Scaleflex Transformation Servers from the Filerobot Storage and Transformations applied based on parameters present in the URL Pattern.
  - d) The Transformed Asset is cached on the Transformation Servers and CDN before being delivered to your Visitor
  - e) Subsequent requests for the Transformed Asset will be delivered by CDN as long as the CDN keeps the Transformed Asset in cache
- We may clean the Asset Cache on a regular basis. Future requests for Transformed Assets that have been removed from the Asset Cache will go through step c) above.

#### 4.2 Cloudimage

- a) You implement the URL Pattern into your web or mobile application to deliver Transformed Assets over CDN to your Visitors

- b) Upon first request for a Transformed Asset by one of your Visitors, the Origin Asset will be transformed on by the Scaleflex Transformation Servers based on parameters present in the URL Pattern
- c) Subsequent requests for the Transformed Asset will be delivered by CDN as long as the CDN keeps the Transformed Asset in cache

We may clean the Asset Cache on a regular basis. Future requests for Transformed Assets that have been removed from the Asset Cache will go through step b) above.

Any information and/or User Content provided by You through the Services may contain links to Assets on third party websites that are not owned or controlled by us. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, we will not and cannot censor or edit the content of any third-party site. By using the Services, You expressly acknowledge and agree that we shall not be responsible for any damages, claims or other liability arising from or related to Your use of any third-party website, and/or for any loss, unintended change, corruption and/or damage to your information, data and/or Origin Assets, and/or User Content.

## 5. Fees and Payments

After a 14-day Free Trial period or after exceeding the FREE plan's allowance on Cloudimage, You can decide to further enjoy our Services in a production environment by subscribing to a paid Plan as listed on Filerobot's website at: [www.filerobot.com/pricing](http://www.filerobot.com/pricing) and Cloudimage's website at: [www.cloudimage.io/pricing](http://www.cloudimage.io/pricing). In order to activate the Plan selected by Customer, Customer agrees to provide accurate billing information which are deemed to be:

- a) Accounting email
- b) Company name
- c) Billing address
- d) Currency
- e) VAT number (if applicable)
- f) Payment method

We make payment as easy as possible for You. You may pay the subscription fees by using the following methods of payment available:

- a) Credit Card
- b) Paypal

- c) Bank Transfer to Scaleflex's bank account, either manually as noted in the issued invoice or by direct debit.

All Cloudimage ROCKET and Filerobot ENTERPRISE Subscriptions are based on a minimum 12-month commitment. You agree that the purchased ROCKET and ENTERPRISE Plan will be applied as such on Your Subscription, and that no downgrade to lower Plan will be possible until the end of the contract. In case of a renewal or an upgrade of the Subscription, the 12-month commitment will start from the new contract start date.

In the event You subscribed to Cloudimage or Filerobot through a Perk Offer provided by one of our authorized Partners, please note that the following specific conditions apply to your Plan:

- a) You agree that Scaleflex reserves the right not to grant the perk to You at any time and for any reason.
- b) You agree and understand that Scaleflex restricts the use of the Perk Offer to maximum one account per organization and/or website, even if different brands or if multiple email addresses created several accounts on behalf of one single Organization or website.
- c) You agree and understand that Scaleflex restricts the use of the Perk to the allowance defined in the Perk Offer, and that these Perks are not cumulative.
- d) The Perk Offers are exclusive to new Customers only and will not be applied to existing Customers of Scaleflex' Services. No refund shall get provided to existing paying Customers based on these perks offers.
- e) Perk Offers including discounts shall only apply to traffic and cache prices; no discount shall apply to higher support levels, add-ons or any professional services.
- f) In order to activate a Perk Offer proposed by a Partner, the Customer agrees to provide Scaleflex with accurate information and contact details (active website, business email address, company name, phone number). No account will be created with an alias address.
- g) You agree that any Perk Offer implies a subscription duration of twelve (12) months. Fees related to the Services can be paid monthly, or upfront at the beginning of the period. In case of termination before the end of the annual subscription, You agree to pay Your entire Subscription until the end of the term.
- h) You agree that the Perk Offer will be applied as such on Your Subscription, and that no downgrade to lower Plan will be possible during the twelve (12) month period.
- i) Perk Offers have a validity period of a maximum duration of twelve (12) months since the activation of the Perk Offers on the Customer's Subscription. At the end of the initial duration of twelve (12) months, both Parties agree to proceed to an upgrade to the Scaleflex' Standard Plan for which the

Perk Offers has been applied for a duration of twelve (12) months unless You send a termination notice before the last sixty (60) days of the Plan end date.

Payments will include local taxes based on Your location and must be made in a timely manner in compliance with the following payment schedule: up to thirty (30) calendar days after the issuance of an invoice; Upon failure to make any payment, and following a seven (7) days post notice of due payments sent to You, we may disable and/or terminate Your Plan. This right of suspension will not limit any other of our rights or remedies related to Your failure to pay. In the event You fail to pay an invoice in time and/or in full, You shall be liable for a late fee equal to forty (40) Euros per unpaid invoice and three (3) times the French rate of interest of due amount for each calendar day of the delay until offset of the debt. You herewith agree to waive any and all rights and further agree to refrain from initiating any claims, actions or proceedings against Scaleflex, its affiliates parties, partners, its officers, directors, employees, and agents in case of non-payment.

Scaleflex publishes all pricing based on EURO currency. All ENTERPRISE Plan, other Services or Add-ons may be subject to currency exchange variations and will be reflected in your invoice. These variations do not apply to the public pricing, expressed in EURO or US Dollar, which may be available on Filerobot's website at: [www.filerobot.com/pricing](http://www.filerobot.com/pricing) and Cloudimage's website at: [www.cloudimage.io/pricing](http://www.cloudimage.io/pricing), which would remain fixed.

## **5.1 FREE Plan Use**

Scaleflex reserves the right to terminate any Customer account in breach of the FREE Plan account. Customer agrees and understands that Scaleflex restricts the use of the FREE Plan account to one per organization and/or website, even if different brands or if multiple email addresses created several accounts on behalf of one single Organization or Website.

Customer agrees that after fourteen (14) days of FREE Plan usage, Customer will be requested to enter a payment method (Credit/Debit Card or Bank Account) to cover any overuse which may result from the use of the service.

Customer has the right not to register any payment method (Credit/Debit Card or Bank Account) and understands that if no payment method is associated with the FREE Plan account after the fourteen (14) days period of the use of the service, Scaleflex may terminate the account.

In the event Scaleflex identifies that a Customer has more than one FREE Plan account, Scaleflex will consolidate all the accounts into one and reserve the rights to:

- a) charge any overuse consumed for a period up to 12-months from the date of the breach of this agreement without prior notice
- b) suspend or terminate the accounts with immediate effect, if no payment method (Credit/Debit Card or Bank Account) is associated with the account

Customer accepts that Scaleflex may revise the FREE Plan's allowance (CDN traffic and cache storage) from time-to-time.

Customer accepts that Scaleflex will not be deemed responsible and waives all liabilities for any issues that may result in the suspension or termination of the/those accounts.

## **6. Plan Overuse**

Scaleflex tracks Your Asset Cache, Storage, Users and CDN Traffic on a daily basis.

In case of the FREE Plan, if Your Asset Cache, Storage, Users or CDN Traffic consumption exceeds the FREE Plan's allowances, You will be contacted by an automatic email inviting you to upgrade to a paid Plan. You can proceed via your Console by selecting a paid Plan and entering your billing details. If You do not perform such an upgrade within 48 hours after this notification, your Services will be blocked and no new Asset will be processed and delivered by the Services. You can also contact your account executive or email [sales@scaleflex.com](mailto:sales@scaleflex.com) to discuss an ENTERPRISE Plan.

In case of a monthly paid subscription, if Your Asset Cache, Users, Storage or CDN Traffic consumption exceeds Your subscribed Plan's allowances, it will result in a premium charge proportional to Your overuse at the next billing event, according to the Overuse Cost. Should You wish to upgrade to the next higher Plan, You can do so by connecting to the Console or by contacting Your account representative or emailing [sales@scaleflex.com](mailto:sales@scaleflex.com).

In case of a multi-month, annual or multi-year subscription, if Your Asset Cache, Users, Storage, or CDN Traffic consumption exceeds Your subscribed Plan's allowances will result in a premium charge proportional to Your overuse at the next monthly billing event according to the Overuse Cost.



## **7. License To Use The Services**

### **7.1 Rights We Grant You**

Unless otherwise stated, Scaleflex and/or its licensors own the intellectual property rights of the website and the Services. You or the respective right holder, holds any and all rights to the Origin Asset and the User Content, and Scaleflex does not own any rights to the Origin Asset, the User Content and the Transformed Asset except for the rights to provide the Services to You as explicitly stated below. You are granted a personal, worldwide, non-sub-licensable, non-assignable, revocable, non-exclusive license to access and use the Services. Subject to the license below, all these intellectual property rights are reserved. This license is for the sole purpose of letting You use and enjoy the Services in a way that these Terms and our usage policies allow. Any software that we provide You may automatically download and install upgrades, updates or other new features. You may be able to configure new features from Your Console. You may not copy, modify, distribute, sell or lease any part of our Services unless otherwise agreed, nor may you reverse engineer or attempt to extract the source code of that software, unless applicable laws prohibit these restrictions or you have our written permission to do so.

### **7.2 Rights You Grant Us**

Scaleflex' Services let You upload, post, send, receive and store content. When You do that, you retain whatever ownership rights in that content you had to begin with. But You grant us a license to use that content in order to provide the Services to You. How broad that license is, depends on which Services you use and the settings you have selected. For all Services, You grant us a worldwide, non-exclusive, royalty-free license to host, store, transform and distribute the User Content. This license is for the limited purpose of operating, developing, providing and improving the Services and researching and developing new ones. Although we are not required to do so, You hereby authorize us to access, review, screen and delete your User Content at any time and for any reason, including if we think your content violates these Terms. However, You alone remain responsible for the User Content you create, upload, post, send or store through the Services.

You must not: a) republish material from the Scaleflex Websites (including republication on another website); b) sell, rent or sub-license material from the Scaleflex Websites; c) reproduce, duplicate, copy or otherwise exploit material on the Scaleflex Websites for a commercial purpose; d) redistribute material from the Scaleflex Websites (except for content specifically and expressly made available for

redistribution) e) use a token which was not assigned to You by Scaleflex for Your own use; doing so may result in the suspension of Your account.

## **8. Console**

When you register, Scaleflex will ask you to provide certain contact and personal details. Scaleflex will explicitly indicate the fields that are mandatory to complete. False, incorrect, or outdated information, such as an invalid email address, may prevent you from registering and impair Scaleflex' ability to provide you with the Service.

To login, you must provide your email address and password. Scaleflex may also establish and require from time to time additional or different means of identification and authentication for logging in and accessing the Service. You will maintain your login details in absolute confidentiality. Make sure that you change your password at least once every six months. You will immediately notify Scaleflex of any potential or actual misuse, unauthorized use, of your account.

If your subscription terms expressly allow for termination at will, you may terminate your account through your account page, or by contacting Scaleflex via email at: [support@scaleflex.com](mailto:support@scaleflex.com). If your subscription is based on a renewable fixed period, you may elect not to renew your subscription by sending Scaleflex the applicable prior notice. Scaleflex may require you to verify your identity by sending Scaleflex additional information, as a condition for terminating your account. Following the termination of your account, you may no longer be able to access the Service. You are not entitled to refund upon termination of these Terms.

Notwithstanding any remedies that may be available to Scaleflex under any applicable law, Scaleflex may temporarily or permanently deny, limit, suspend, or terminate your user account, prohibit you from accessing the Service, remove your content and take technical and legal measures to keep you off the Service without refund, if Scaleflex determines in its sole discretion that you: (i) abused your rights to use the Service; (ii) breached the Terms; (iii) violated any applicable law, rule, or regulation; (iv) performed any act or omission which is harmful or likely to be harmful to us, or any other third party, including other users or providers of the Service.

## 9. User Content And Acceptable Use

### 9.1 User content

In these terms and conditions, “User Content” means the collection of digital Asset material You provide to Scaleflex for storage, applying Transformations, Caching and delivering over CDN. You retain all rights in the media Assets You upload to the Services and grant Scaleflex a worldwide, non-exclusive, royalty-free license to host, store, transform and distribute the User Content, solely in the course of providing the Services. You must not submit any User Content to Scaleflex that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

Scaleflex respects the copyrights of its users and any other person. If you believe that your copyrights are abused on the Service, please send us a written notification at: <https://www.scaleflex.com/en/contact> (“DMCA Notice”). Scaleflex will act in accordance with the Scaleflex [DMCA Copyright Policy](https://drive.google.com/file/d/1TdTc9W7DKK1WLk4bgeptko39AxPoYgYZ/view) (<https://drive.google.com/file/d/1TdTc9W7DKK1WLk4bgeptko39AxPoYgYZ/view>) in any Contributed Content that is alleged to infringe the copyright of any third party.

Scaleflex may report any Contributed Content and share user identifiable information, if Scaleflex believes, in its sole discretion that such content is illegal or abusive or may violate any third party rights.

Scaleflex respects the rights of its users and any other person. If you believe that any of your rights, other than copyrights, are abused on the Service, please contact Scaleflex at: <https://www.scaleflex.com/en/contact>. Scaleflex may ask you to provide additional information to process your complaint. Scaleflex will make reasonable efforts to review your complaint and respond promptly. Scaleflex will not respond to anonymous complaints.

Scaleflex may remove any Contributed Content if Scaleflex believes, in its sole discretion, or receives a notice, other than DMCA Notice, from a third party, that such content may violate any third party rights. Prior to removing the said content, Scaleflex will block access to it and provide you a 48 hours prior notice before removing the said content without maintaining any backup copy.

## 9.2 Acceptable Use

You must not use the Services in any way that causes, or may cause, damage to us or to any third party or impairment of the availability or accessibility of the Services; or in any way that is unlawful, illegal, fraudulent, exploitive of children, invasive of privacy, false, misleading, deceptive, or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity, or includes viruses, corrupted data, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, or other harmful, disruptive, or destructive files. You shall be solely responsible for your own User Content and the consequences of posting them. Because Scaleflex is only acting as a repository of data, user submitted information does not necessarily represent the views or opinions of Scaleflex, and Scaleflex makes no guarantees as to the validity, accuracy or legal status thereof. In connection with User Content and everything You send, You affirm, represent, and/or warrant that: (i) You own or have the necessary licenses, rights, consents, and permissions to use and authorize Scaleflex to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all your User Content to enable the Transformation in the manner contemplated by the Services and these Terms; (ii) You have the written consent, release, and/or permission of each and every identifiable individual person in the User Content to enable use of the User Content in the manner contemplated by the Services and these Terms. Scaleflex reserves the right to remove any information and User Content without prior notice. Scaleflex may also terminate a user's access to the Service, if they are determined to be a repeat infringer, or for any or no reason. Scaleflex may remove such information and data and/or User Content, and/or terminate Your access for uploading such User Content in violation of these Terms at any time, without prior notice and at its sole discretion.

## 10. Compliance with third-party Data-center and Content Delivery Network's Acceptable Use Policies (AUPs)

By accepting these Terms, You agree to comply with the AUPs of the Data-center and Content Delivery Networks (CDN) used by Filerobot:

- a) CDNetworks: [AUP](#)
- b) Amazon Web Services: [Service Terms](#)
- c) OVH: [Conditions Générales de Service](#)
- d) SoYouStart: [Terms and Conditions](#)
- e) Google Cloud Platform: [Terms of Service](#) and [AUP](#)
- f) DigitalOcean: [Terms of Service](#) and [AUP](#)
- g) Akamai: [AUP](#)

h) Fastly: AUP

## 11. No warranties

This website and the Services are provided on an “as is” and “as available” basis without any representations or warranties, express or implied to the maximum extent allowed by law. Scaleflex makes no representations or warranties in relation to the Services or the information and materials provided on the website and through the Services. YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, SCALEFLEX, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF. SCALEFLEX MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SERVICES CONTENT AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORISED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES THROUGH THE ACTIONS OF ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SCALEFLEX SERVICES. SCALEFLEX DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SCALEFLEX SERVICES OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY USER STATUS SUBMISSION OR OTHER ADVERTISING, AND SCALEFLEX WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## 12. Service Availability

Scaleflex provides standard SLAs and Support levels based on Your Plan as defined in the table 1 below:

Service	Plan	Support included	Access to ADVANCED and PREMIUM Support at extra cost	SLA	SLA Credits
Cloudimage	FREE	FREEMIUM	No	N/A	N/A
	STARTUP	STANDARD	No	99.90%	N/A
	PRO	STANDARD	No	99.90%	N/A
	ROCKET	STANDARD	Yes	99.95%	Up to 10%
	ENTERPRISE	STANDARD	Yes	99.99%	Up to 10%
Filerobot	ENTERPRISE	STANDARD	Yes	99.99%	Up to 10%

Table 1: Support and SLAs

All Plans, except the FREE, STARTUP and PRO Plans, can purchase the **ADVANCED Support** or **PREMIUM Support** to benefit from additional technical support services. Find more details about Scaleflex SLA and Support Levels in the [Scaleflex Support Policy](#).

### 13. Term or Termination

These Terms commence on the date You first accept it and continue until all subscriptions hereunder have expired or have been terminated. A Party may terminate these Terms (i) for cause upon 30 days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, (iii) upon thirty (30) days written notice or (iv) otherwise as mentioned in the present Terms. In case of termination before the end of a multi-month, annual or multi-year subscription, You agree to pay Your entire Subscription until the end of the term, unless Scaleflex does not respect the committed SLA. In this event, you will be reimbursed for the remaining period of subscription.

## 14. Limitations Of Liability

IN NO EVENT WILL SCALEFLEX, AND/OR SCALEFLEX'S EMPLOYEES, DIRECTORS, SHAREHOLDERS, ADVISORS OR ANYONE ACTING ON SCALEFLEX'S BEHALF BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR LIABILITIES WHATSOEVER ARISING FROM OR RELATING TO THE SERVICES, THE SERVICES CONTENT OR THESE TERMS, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, EVEN IF SCALEFLEX HAS BEEN ADVISED ON THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF SCALEFLEX EXCEED THE GREATER OF EUR €100 OR THE AMOUNT YOU PAID SCALEFLEX IN THE PAST THREE (3) MONTHS FOR THE SERVICES. YOU SPECIFICALLY ACKNOWLEDGE THAT SCALEFLEX SHALL NOT BE LIABLE FOR (A) USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU, AND/OR (B) FOR ANY DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF (USER) CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORISED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVERS, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND/OR (VII) THE DISCLOSURE OF INFORMATION PURSUANT TO THESE TERMS OF SERVICE OR PRIVACY POLICY. THE ABOVE LIMITATIONS WILL NOT, HOWEVER, LIMIT YOUR PAYMENT OBLIGATIONS UNDER THESE TERMS OR EXCLUDE OR LIMIT THE LIABILITY OF A PARTY FOR ITS OWN ACTS OF FRAUD (INCLUDING FRAUDULENT MISREPRESENTATION) OR FOR DEATH OR PERSONAL INJURY CAUSED BY SUCH PARTY'S NEGLIGENCE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

## **15. Indemnity**

You agree to defend, indemnify and hold harmless Scaleflex and its affiliates, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Services; (ii) your violation of any term of these Terms; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your User Content caused damage to a third party. This defence and indemnification obligation will survive these Terms and your use of the Services.

## **16. Exceptions**

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit Scaleflex's liability in respect of any: a) death or personal injury caused by Scaleflex's negligence; b) fraud or fraudulent misrepresentation on the part of Scaleflex, or c) matter which it would be illegal or unlawful for Scaleflex to exclude or limit, or to attempt or purport to exclude or limit, its liability.

## **17. Reasonableness**

By using the Services, You agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable. If You do not think they are reasonable, You must not use this website.

## **18. Variation**

Scaleflex may revise these Terms from time-to-time. Revised terms and conditions will apply to the use of this website and the Services from the date of the publication of the revised terms and conditions on this website. From time to time, Scaleflex may change the Service fees and will post a notice on the website and per email to You 14 calendar days prior to such change. Please check this page regularly to ensure You are familiar with the current version.

## **19. Assignment**



Scaleflex may transfer, sub-contract or otherwise deal with Scaleflex's rights and/or obligations under these Terms without notifying You or obtaining Your consent. You may not transfer, sub-contract or otherwise deal with Your rights and/or obligations under these terms and conditions.

## **20. Severability**

If a provision of these Terms is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **21. Law and jurisdiction**

These Terms are subject to the law of France and any disputes relating to these Terms will be subject to the exclusive jurisdiction of the applicable courts of Paris, France.

## **22. Contact**

If You have any questions about these Terms or the use of the Services, please contact us per email [hello@scaleflex.com](mailto:hello@scaleflex.com).

## **23. Publicity**

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