

Jelastic Terms and Conditions

Terms of Use

- 1. Nature of terms** — these terms govern the use of jelastic.com developed and owned by Jelastic for use by you. Please read them carefully.
- 2. Language** — you agree that these terms be drawn up in English language.
- 3. Definitions:**
 - ‘Service’ — means the services provided through the use of the Website, as is more particularly described at url: jelastic.com;
 - ‘You’ — any user of the Website and/or the Service;
 - ‘We’ or ‘us’ — Jelastic;
 - ‘Terms of Use’ — the clauses outlined in this document individually and in entirety;
 - ‘Account’ — an account created through registration for the Service either through agreement with Jelastic or through the Website;
 - ‘Account Owner’ — a person or entity who creates and assumes responsibility for an Account;
 - ‘User’ — an authorized representative, associate or employee of an Account Owner who has been given permission to access an Account, by the relevant Account Owner;
 - ‘Account Term’ — the term for which you agree to pay for Service;
 - ‘Price Plan’ — the amount payable by you for each Account Term;
 - ‘Website’ — means the website located at the url: jelastic.com;
 - ‘User Originated Data’ — any information provided/generated by you, including usage pattern data;
 - ‘Confidential Information’ — any and all data, information, documents, software or materials relating to the business and management of Jelastic, its members, affiliates, licensors or licensees, that is designated as confidential or ought reasonably to be considered confidential, including but not limited to: our business model and operations, processes, products, designs, pricing, promotions, business plans, business opportunities, finances, research, development, know-how, trade-secrets, training materials, personnel, clients, methodologies, website content.
- 4. Other services** — These Terms of Use relate to the provision of the Service and the Website only. Where any other service is provided by Jelastic, separate terms and conditions of business will be issued in respect of any additional services so provided. These Terms of Use are maintained independently of any other agreement between Jelastic and you, even if Jelastic or you are engaged in other service agreements or arrangements, such as provision of professional services, software development, or web development etc.
- 5. Representations made by you** — by creating an Account you represent and warrant that:

- the individual clicking the check box which records your agreement to these Terms of Use during the application process, is authorized to create binding legal obligations between you and us; and
 - the execution, delivery and performance of the Account is within your delegated powers of any organization you represent (if any) and that you have been duly authorized by all necessary corporate action (if applicable); and
 - you shall perform and be bound by all of your obligations under these Terms of Use in compliance with applicable laws and regulations; and
 - you shall provide to Jelastic any business or tax registration numbers and other like information which, by law, we are required or permitted to collect; and
 - you specifically agree and acknowledge that you have reviewed these Terms of Use and agree to be bound by them from the time we give you access to the Service; and
 - you agree that these Terms of Use are a complete and exclusive statement of the agreement between you and Jelastic which supersedes any proposal or prior agreement, oral or written, and any other communication between you and us relating to the subject of an Account; and
 - you agree that if you are unable to accept all of these terms in entirety, then you may not access, use or benefit from the Service; and
 - if you are using the Service and/or accessing the Website on behalf of or for the benefit of an organization (whether a body corporate or not), you have been granted the right to do so by an Account Owner and that your organization will be liable for your actions or omissions (including any breach of these Terms of Use); and
 - you shall be the age of majority in your jurisdiction and/or the jurisdiction of their residence, as the case may be; and
 - you agree to preserve the confidentiality of all Confidential Information. You will not, without our prior written consent, disclose or make any Confidential Information available to any person, or use the same for your own benefit, other than as contemplated by these Terms of Use, unless:
 - is or becomes public knowledge other than by a breach of this clause;
 - is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or
 - Is independently developed without access to the Confidential Information.
1. **6. Alteration of terms** — We reserve the right, to update and change these Terms of Use, with or without notice, at our sole and absolute discretion, effective upon any of the following:
- posting of an updated version of these Terms of Use on the Website;
 - sending an email to you; or

- notification to you upon your log in to the Service.

By continuing the Service, you agree to be bound by the modifications or amendments to these Terms of Use including but not limited to our privacy and security policies. If any terms become unacceptable to you, you must cease using the Service. The most current version of the Terms of Use, which supersede all prior versions, can be reviewed by clicking on the 'Terms' link on the Website. You are cautioned to review the Terms of Use posted on the Website periodically. Any new features that augment or enhance the current website, including any new tools and resources shall be subject to current Terms of Use. Continued use of the Service and/or the Website by you shall constitute your consent to any such changes made by us.

1. **7. Subcontract of Terms**— We reserve the right to subcontract any of our rights or obligations under these Terms of Use.
2. **8. Pre-screening** — you accept that we have no obligation to pre-screen users, or subscribers to the Service.
3. **9. Relationship between you and us** — the parties intend that an independent contractor relationship will be created by these Terms of Use, and that no additional partnership, joint venture, sub contract arrangement or employee/employer relationship is intended — unless otherwise specific in a separate agreement.
4. **10. Notices** — any notice given under these Terms of Use by you must be made in writing by email. Notices to us must be sent to info@jelastic.com or to any other email address notified by email to you by us.
5. **11. Your responsibilities** — you agree:
 - you are responsible for all activity occurring under your Accounts and for compliance with all applicable local, state, national and foreign laws, treaties and regulations relating to your use of the Service and/or the Website, including those related to the protection of intellectual property, data privacy, international communications and the transmission of technical or personal data; and
 - to maintain the security and confidentiality of all passwords. You agree to notify us immediately if you have reason to suspect unauthorized use of one or more of your Accounts; and
 - to obtain and maintain any equipment and ancillary services needed to connect to, access or otherwise use the Service and/or the Website including (without limitation) modems, hardware, server, software, Internet browsers operating system, networking, web servers, long distance and local telephone service, but excluding our website itself (collectively, 'Equipment'). You shall be responsible for ensuring that such Equipment is compatible with the Service and/or the Website.
 - to only use the Service and/or the Website for lawful or legal purposes as governed by any local, national or international law only lawful and moral purposes; and
 - to pay all applicable charges for your use of the Service; and
 - to be responsible for the conduct of all Users who have access to your Account while accessing the Service and/or the Website, whether or not you authorized their conduct; and

- to not attempt to gain unauthorized access to any other Accounts, computer systems or networks associated with the Site. You also agree not to obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website; and
 - to not assign or transfer any rights to any other person without our prior written consent; and
 - to acknowledge that the Confidential Information which you obtain through the entering into these Terms of Use and the use of the Service constitutes valuable, confidential, proprietary information of Jelastic and its licensors, and you agree that during any Account Term and thereafter, you shall not without the express written consent of Jelastic, use or disclose to any other person any such Confidential Information, except as specifically authorized under the current Terms of Use or as required by applicable law;
 - to be responsible for securing & backuping your application project and customer data.
1. **12. Non provision of advice** — we do not provide advice, nor do we make any recommendations of any kind. No information sourced from the Service and/or the Website shall constitute an offer of any opinion held by us as to market conditions existing in the past present or future, nor shall the presentation of any information constitute a recommendation of pricing strategy that a user should adopt. By using any version of the Service and/or the Website, the user accepts that information provided by us shall not be treated as the intentional provision of advice under any circumstances, whether implied or not.
 2. **13. Accuracy of data**— we are unable to ensure continuous availability of data other information displayed by the Service and/or the Website. Due to the nature of operation of our systems and of technical difficulties with the internet, internet software or transmission problems, inaccurate or incomplete data may be presented on the Service and/or the Website. Consequently, we are unable to make any representation as to the accuracy of data and other information displayed in any format by the Service and/or the Website. We attempt to provide accurate information on the Website although we assume no responsibility for the accuracy of any information displayed, which may contain technical or other inaccuracies, omissions or errors. We may change, amend or update data displayed at any time without notice.
 3. **14. Account** — access to the Service and/or certain sections of the Website can only be achieved by the creation of an Account. It is a condition of these terms that any information requested by us, and given by you during the creation of your Account, is truthful, accurate and complete. We shall not be liable for any damages arising from any misrepresentation or any false or misleading statements that may be made by you. When registering for a new Account with us, you will enter a confidential password for use in accessing your Account via an online web interface. To access and operate the Service you accept and understand that:
 - The Service provided is to host your application code and data.

You expressly accept that you shall not access the Service for any other purpose, without our prior written consent.

- The Service is provided on the condition that you provide your name and a valid email address.

- You may be required to provide the name of the entity or organization which you represent, (if applicable).
 - The Service is only to be operated by a human (Accounts operated by computer automated methods are not permitted). You may not use manual or software devices to crawl, spider or screen scrape the website.
 - Our current Terms of Use and Privacy Policy apply to any relationship you have with us.
 - You warrant and represent that you are acquiring the right to access and use the Service and the Website and agreeing to these Terms of Use in the course of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Service, the Website or these Terms of Use.
1. **15. Account Owner permissions** — An Account Owner shall have the authority to perform the following functions in respect of an Account created by them:
 - open, modify, suspend and terminate accounts for Users;
 - restrict access to the Forums for any or all Users; and
 - change passwords for Users.
 1. **16. Free beta period** — a free beta period enables you to use the Service before its commercial launch without charge. If you decide during that use that you wish to extend your use of the Service, you may do so through completion of the appropriate registration form on the Website or via agreement with Jelastic. Your use of the Service will cease to be free of charge from the date on which you register on the Website or enter into an agreement with Jelastic (as applicable).
 - **Fees**— Subscription to the Service is billed calendar monthly, in advance. The fees payable will be as provided to you during your registration on the Website.

We reserve the right to amend the fee chargeable at any time, save that no increase in the fee may take effect in respect of any period for which payment has been made in advance. You shall be notified of a change of fee payable before the revised fee becomes chargeable.

1. **17. Free limited use** — free limited use mode enables you to use the Service at its minimal level without charge. If you decide during that use that you wish to extend your use of the Service to more resources, you may do so through completion of the appropriate registration form on the Website or via agreement with Jelastic. Your use of the Service will cease to be free of charge from the date on which you register on the Website or enter into an agreement with Jelastic (as applicable).
 - **Fees** — Subscription to the Service is billed calendar monthly, in advance. The fees payable will be as provided to you during your registration on the Website.

We reserve the right to amend the fee chargeable at any time, save that no increase in the fee may take effect in respect of any period for which payment has been made in advance. You shall be notified of a change of fee payable before the revised fee becomes chargeable.

1. **18. Purchase tax** — All fees quoted are stated exclusive of value added tax and all other applicable sales tax, if chargeable; all other taxes, levies and duties imposed by taxing

authorities imposed upon the Service are also excluded and you shall be responsible for payment of all such taxes, levies, and duties if payable. You agree to pay for any such taxes that might become applicable to your use of the Service.

2. **19. Refunds** — We do not make refunds or issue credits relating to partial calendar months of Service not consumed at the point of termination or suspension of an Account. Service is provided on a calendar month basis and billed once per calendar month in advance (unless separate terms have been agreed by us in writing) for that entire calendar month.
3. **20. Billing** — you agree that we or Jelastic may immediately charge you for all charges or monies owed in respect of Service consumed (free beta periods and free limited use excepted). By using the Service, you are expressly agreeing that we or Jelastic, are permitted to bill you charges associated with the Price Plan, any applicable tax and duties. The charge shall constitute a request for payment against your payment method. If you want to use a different payment method or if there is a change in your credit card validity or expiration date, you may edit your payment method information in your Account. If your designated payment method reaches its expiration date, your continued use of the Service constitutes your authorization for us to continue billing that payment method and you remain responsible for any charges that we are unable to collect.
4. **21. Suspension of Account for non payment**— Your Account will be locked at our discretion if fees are owed in respect of any 60 day period for which Service has been enjoyed, however caused. If your Account is placed in suspension, it will remain functional, but your application will be suspended and stop being available, and you will be denied access until we have received payment of Fees due. Suspended Accounts will be deleted from our systems after 30 days have elapsed from suspension of an Account.
5. **22. Technical support** — We shall use reasonable endeavors to:
 - correct any fault in the Services and/or on the Website; and
 - to respond to questions relating to use of the System and the Website, provided always that;
 - users request technical support via the following options;
 - by submitting a ticket using the built in functionality of the application;
 - by sending an email to info@jelastic.com;
 - technical support provided shall be solely in relation to the Service and/or the Website and will not general technical or Internet training;
 - no technical support shall be provided where the same is required due to:
 - use of the Service or the Website other than in accordance with these Terms of Use, the improper use, operation or neglect of the Service or the equipment upon which it is run or the use of the Service for a purpose for which it was not designed;
 - the modification of the Service or its merger (in whole or in part) with any other software or service except as permitted by these Terms of Use;
 - your failure to implement any recommendations in respect of or solutions to faults previously advised by us;

- a fault in yours or any third party software or applications or any upgrade or new release in respect thereof; or
- a fault in the equipment or in any other software operating in conjunction with or integrating with the Service;
- we shall not provide technical support in respect of:
 - rectification of lost or corrupted data arising for any reason other than our own negligence;
 - loss or damage caused directly or indirectly by operator error or omission; or
 - rectification of any fault that cannot be replicated by us.

At all times, you may provide us with feedback, including but not limited to suggestions, observations, errors, problems defects regarding the Service and/or the Website to info@jelastic.com

1. **23. Communications with us** — you agree with respect to any communications made by you to us via e-mail, our support forums or other means, that:
 - we are under no obligation to act upon such communication; and
 - the communication is non-confidential; and
 - we may use, disclose, distribute or copy the communication and may use any ideas, concepts or know-how contained in the communication for any purpose without compensation to you; and
 - the communication is truthful; and
 - issue of the communication does not violate the legal rights of others.
1. **24. Termination of the Service by us** — we may at our sole discretion cancel the Service and terminate any agreement and suspend use of and access to any Account or User account at any time, without notice. We reserve the right not to disclose any reason for cancellation of the Service, however we shall issue notice to you of suspension, although successful delivery of such a notice (which shall be in writing and in electronic form), shall have no bearing as to the validity of suspension. Examples (not restricted) of circumstances which will result in cancellation of an Account are:
 - You fail to pay amounts due to us on the due date for payment.
 - We have reason to believe that the payment mechanism used by you is being operated in a fraudulent manner or may be used for fraudulent intention.
 - Incorrect or inaccurate contact and personal information has been provided by you.
 - You fail to comply with all provisions of these Terms of Use as updated and amended.
 - We consider your attitude towards us to be offensive, abusive or disruptive to us or our Service.
 - You fail to cooperate with any investigation undertaken by us or by any third party with whom we are obliged to co-operate.

- You (or the organization by whom you are authorized), goes into liquidation or administration, or has a receiver or manager appointed, or becomes insolvent, or makes any arrangement with its creditors, or becomes subject to any similar insolvency event in any jurisdiction.
- We consider your use of the Service to be unacceptable.
- We consider that you are using the Service in a manner that is inconsistent with any applicable local, state and federal laws.
- We consider that you are using the Trial mode for the commercial purposes including the cryptocurrency mining.

Termination of the Service is without prejudice to your and our rights and obligations accrued up to and including the date of termination. On termination of this Agreement you will remain liable for any charges and amounts which become due for payment before or after termination.

1. **25. Termination of the Service by you** — you may cancel your Account at any time. You are responsible for properly cancelling your Account by notifying us via links contained with the account management section of the Website. We shall not act upon telephone or requests to close by facsimile or email. We reserve the right to not cancel any Account until we are satisfied that the request is genuine and issued by an authorized source. Upon cancellation, your Account shall be immediately deleted from our systems and you shall not be charged again. Please be aware that we may for a time retain residual information in backup and/or archive files of our database.
2. **26. Re-activation of Accounts** — Once canceled or terminated, under no circumstances are Accounts re-activated. A new Account may be opened, subject to satisfactory completion of authorization routines set in place and adopted by us.
3. **27. Sharing of Accounts** — under no circumstances may one Account be shared or accessed by more than any one Account Owner. Each Account Owner must create an individual Account. By creating an Account you expressly agree not to permit the Service and/or the Website to be used by or for the benefit of third parties. You shall notify us immediately of any unauthorized use of any Account or any other known or suspected breach of security; and use reasonable efforts to stop unauthorized use. Accounts may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Services.
4. **28. Sanctions Compliance** — by using the Service you are deemed to have confirmed that the Service is not in conflict with any laws in Country or State in which it is operated by you. You agree to comply with all United States export laws and regulations and with all export or import regulations of other countries where the Service is being used or operated, and will not export any part of Jelastic Software into any embargoed, sanctioned, or terrorist-supporting country or to any country, entity or person to which such export or re-export is restricted or prohibited. The lists of Embargoed Countries and Designated Nationals, officially published by the designated national authorities, are subject to change without notice. By using the Service, including without limitation by uploading or accessing any User Content or Third Party Content, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. You will defend, indemnify, and hold harmless Jelastic and its suppliers and

licensors from and against any violation of such laws or regulations by you or any of your agents, officers, directors or employees. You assume responsibility for any required export approval and licenses as well as all related costs for the violation of applicable export laws or regulations.

5. **29. User modification** — user modification of the Service is strictly prohibited. The term modification includes:
 - impersonating, adapting or hacking the Service or uploading to, copying of, or alteration of any part of the website modify or make derivative works based upon the Service; or
 - create Internet ‘links’ to the Service or ‘frame’ or ‘mirror’ any content on any other server or wireless or Internet-based device; or
 - reverse engineer or access the Services in order to:
 - build a competitive product or service, or
 - build a product using similar ideas, features, functions or graphics of the Services, or
 - copy any ideas, features, functions or graphics of the Services.
 - undertaking any act which falsely implies an association with the Service, the Website or Jelastic; and
 - the use of any device, software or routine that interferes or attempts to interfere with the normal operation of the Service and/or the Website. The prohibition of modification does not extend to the open sourced compound components and applications in cases they are used within the license frame of each particular open sourced program in relevant [Jelastic repository](#).
1. **30. Exploitation of the Service**— a user may not sell, resell or exploit any portion of the Service. Such exploitation includes but is not limited to: reverse engineer, decompile or disassemble any of the software used to provide the Service and/or the Website; reproduce, duplicate or copy or exploit any portion of the Service and/or the Website; interfere with or disrupt the Service and/or the Website, or any servers or networks connected to the Service and/or the Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Service and/or the Website; obtain, collect, store or modify the personal information about other user; upload, post email or transmit information or materials, unsolicited or unauthorised marketing or promotional materials; undertake any actions which result in the interruption of the Service to you or any other user.

User can apply the open sourced compound components and applications, wider than described in this paragraph, in case this usage doesn't contradict the license of each particular open sourced program.

1. **31. Disclaimer of Warranties** — the Service is provided on an “as is” and “as available” basis, without any warranties (whether expressed, implied by statute custom or usage) relating to information contained on our Website, including but not limited to, the implied warranties fitness for a particular purpose, title, non-infringement, and security and accuracy, as well as all warranties arising by usage of trade, course of dealing, or course of performance. all implied warranties, including warranties of fitness for purpose, merchantability, correctness, completeness, currency, or otherwise are disclaimed to the fullest extent permissible by law.

We do not represent or warrant that the Service will meet any of your expectations or requirements, nor that the services will be provided securely, without errors or be uninterrupted. Neither Jelastic nor hosting service providers warrant that the operations of the software or the services will be error-free or uninterrupted. Neither the software nor the services are designed or intended for the risk activities.

2. **32. Limitation of Liability** — nothing herein shall limit either party's liability for death, personal injury, fraud or fraudulent misrepresentation. To the maximum extent permitted by applicable law, neither Jelastic, nor hosting service providers, may be held liable under this Agreement for more than the amount paid by customer to Jelastic under this Agreement during the twelve months prior to the event giving rise to liability.
3. **33.** Save as set out in clause 32, under no circumstances will Jelastic, or any of its directors, officers, employees, partners or agents be liable to you or to any third party for:
 - any modification, suspension, interruption, delay or discontinuance of the Service, whether caused by us, you or by any third party;
 - any losses or damages whatsoever, whether in contract, tort, negligence, or otherwise arising from use of or reliance upon the Service and/or the Website;
 - any damages to equipment (or viruses that may infect any computer equipment) or other property resulting from access to or downloading of any content from the Service and/or the Website;
 - any special, exemplary, punitive, indirect, incidental or consequential damages of any kind, whether based in contract, tort, strict liability or otherwise; any injury; death; loss; claim, however caused, including: war; weather; internet failure; equipment failures; power failures; strikes; riots; labour disputes; civil disturbances; shortages of labour; fires; fluctuations in heat, light or air conditioning; floods; storms; explosions; terrorism; acts of nature; accidents; governmental actions, court or tribunal orders (whether domestic or foreign), non-performance of third parties;
 - negligent acts or omissions in compiling, collecting, processing, data, directly or indirectly connected with this Agreement or the provision of any services pursuant to this Agreement;
 - damage caused by computer viruses or other destructive programs which may have been inadvertently downloaded from the Service and/or the Website, which may impact upon use of your computer equipment or other property on account of your access to, use of or browsing of the Service and/or the Website.
1. **34.** Subject to clauses 32 and 33, our sole remedy with respect to any claims arising out of this Agreement shall be limited in the aggregate to the fees paid by you hereunder in the 12 month period prior to the date of the claim.
2. **35.** The limitation of liability set out in clauses 33 and 34 shall apply whether the damages arise from use or misuse of and reliance on the services or use of the service and/or the website, from inability to use the services and/or the website, or from the interruption, suspension, or termination of the service and/or the website (including such damages incurred by third parties). This limitation shall also apply, without limitation, to the costs of procurement of substitute services, lost profits, or lost data. Such limitation shall further apply with respect to the performance or non-performance of the Service and/or the

Website or any information which is linked or related in any way to the Service. Such limitation shall apply notwithstanding any failure of essential purpose of any limited remedy and to the fullest extent permitted by law.

3. **36. Force Majeure** — we shall not be liable to you or any third party, firm or entity for any failure of performance under applicable Terms of Use if such failure is due to any cause or causes including, but not limited to strikes, riots, vandalism, fires, inclement weather, third-party provider outages, cable cuts, power crisis shortages, national emergencies, lockouts, work stoppages, labor shortages, shortages, breaches or delays, acts of terrorism, and or uncontrollable acts of God, or other similar occurrences; any law, order, regulation, direction, action or request of any government (including state and local governmental agency, department, commission, court, bureau, corporation or other instrumentality of any one or more of said governments).
4. **37. Indemnity** — you agree to defend, indemnify and hold us, our affiliates, Directors officers, partners, employees and agents harmless from and against any and all claims, obligations, losses, liabilities and expenses (including reasonable attorneys' fees and costs) incurred by us arising from or due to claims made by third parties that arising out of liability claims for:
 - products or services sold by you (or your customers); or
 - any other transactions between you and third parties; or
 - any breach of these Terms or Service by you or by anyone acting on your behalf; or
 - any use or alleged use of the Service and/or the Website under your Account (including the account of any User authorised by you) by any person, whether or not authorized by you; or
 - any breach by you of this Terms of Use.

We reserve the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim. The term 'breach of these Terms of Use' excludes any third party claims due to our negligence in connection with providing products or services to Customer under this Agreement.

1. **38. Risk** — your use of the Service is at your own risk. Your use and operation of the Service or the website owned or controlled by us is at your sole discretion and risk.
2. **39. Excessive usage** — excessive usage of the Service and/or the Website may result in the temporary or permanent suspension of your Account. The definition of excessive usage is entirely at the sole discretion of Jelastic.
3. **40. Your liability** — you understand that:
 - Any errors, accidents, omissions, interruptions, delays, errors or defects in transmission or Service which are caused or contributed to, directly or indirectly, by an act of yours shall not result in the imposition of any liability upon us and you shall pay to us any reasonable costs, expenses, damages, fees or penalties incurred by us as a result thereof, including labor and materials.
 - Inappropriate use by you may subject you to civil liability and/or criminal penalties.

- You agree that the following conduct by your representatives is solely at your risk and expense:
 - unauthorized creation of or use of an Account; and
 - use of the Site or use of Content in any manner that is not permitted by these Terms of Use.
1. **41. Monitoring** — To ensure that the Service and/or the Website meets the needs of the user and to ensure proper operation of Accounts in accordance with these terms, we may monitor and record user activities on our website. All recordings shall remain our property and will not be disclosed to any third party, unless we are required to do so by applicable law. You accept that we are under no obligation to monitor your access to or use of the Service and/or the Website. Use of Account names and passwords or any User account names and passwords are accepted as conclusive evidence that you have authority to access the Service. You acknowledge that such passwords are unique to you.
 2. **42. Modification to the Service by us**— we reserve the right to modify, alter, discontinue (temporarily or permanently) the Service or any part of it with or without notice.
 3. **43. Availability of service** — You understand and agrees that interruptions to the Service may occur due to scheduled maintenance and repair by us, or by strikes, riots, vandalism, fires, inclement weather, third-party provider outages, cable cuts, power crisis shortages, acts of terrorism, and or uncontrollable acts of God, or other causes beyond our control, as defined by standard practices in the industry.
 4. **44. Third party vendors** — you understand that we make use of services provided by third party vendors to provide the necessary hardware, software and networks required to run the Service, the operation of which we exercise no control. You understand that the processing of the Service may be subject to changes in order to adapt to connecting networks and that your data or data of use to you may be transferred in an unencrypted form and thus subject to vulnerability from circumstances beyond our control.
 5. **45. Cookies**— Cookies may be sent from our web site to your computer and stored in a text file on your hard drive. Cookies allow us to identify your computer but not you personally. You can set your web browser to refuse cookies. Cookies are used to measure site usage and related information.
 6. **46. Confidentiality**— subject to the remaining provisions of this clause 46, all user-related information collected by us shall remain strictly confidential at all times. We do not share, divulge or sell such information unless we are required to do so by applicable law although we may share User Originated Data to other entities in which we have a business interest. However, we reserve the right to cooperate with any law enforcement authority in prosecuting Users who violate Terms of Use or in circumstances where we are obliged to cooperate with a competent law enforcement authority. This clause 46 shall not apply to any information that:
 - is or becomes public knowledge other than by a breach of this clause;
 - is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

- is in our possession without restriction in relation to disclosure before the date of receipt from the disclosing party; or
 - is independently developed by us.
1. **47. Security statement** — we have taken reasonable steps to ensure that there are appropriate security measures in place to protect your information.
 2. **48. Marketing material**— by using the Service and/or the Website you agree that we may communicate to you information on the services we provide. You may request not to receive this information at any time.
 3. **49. Links to other sites**— if links exist, we shall not be held responsible for linked sites or their contents. We are not responsible for the actions, content or privacy policies of those websites to which our website may link. Such sites are subject to their own terms, conditions and privacy policies.
 4. **50. Ownership of title** — by accepting these terms you acknowledge and agree that, Jelastic owns all rights to, title, and interest in the Service and/or the Website, including all intellectual property rights therein.
 5. **51. Enforceability of terms and severability**— if any of these Terms of Use shall be determined to be unenforceable or invalid by a court of law of competent jurisdiction, the relevant provision will be enforced to the fullest extent permitted by applicable law and the other provisions of these Terms of Use shall remain valid, enforceable and in full force and effect. The failure of us to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision, nor shall this affect the credibility or enforceability of such a right or provision. Furthermore, such a failure of us to exercise or enforce any right or provision shall not affect its validity or constitute a waiver of future enforcement of that provision or any other provision of the Terms of Use.
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