

Pharocloud: TERMS OF SERVICE

Acceptance of Terms

With use of the Pharocloud.com web site and all its services you agree to be bound by these Terms of Service, including any changes to them. Important! If you do not agree to any of these Terms or to our Privacy Policy, do not access the Pharocloud website or services.

Acceptable Use and Conduct

You are solely responsible for your conduct and all your data related to the Service. You agree to indemnify, defend and hold harmless Pharocloud from any loss, cost, liability and expense arising from or related to your data, your use of the Service or your violation of these terms. The Software and Service are made available to you, your company, and/or your customers only for personal or commercial use, which use must be in compliance with all applicable laws and must not infringe or violate third party rights. Any unauthorized use of any Pharocloud Service is a violation of this Agreement and certain federal and local laws, which may subject the user to civil and criminal penalties.

Privacy and Communications

You agree that Pharocloud may occasionally send you communications regarding your account or the Service via email. You will never be spammed by us as we only send emails in such cases:

1. you have explicitly asked for them;
2. to assist you with using our services;
3. automatic confirmations of any kind of user actions on the web site, remaining of coming expirations of service use, etc.

For more information on this topic, see also our Privacy Policy.

Costs and Trial period

You may launch new Pharocloud appliances absolutely free of charge: we do not have any fee for setup. Right after appliance first launch free 7-days trial period is provided, when You should decide whether the Service is appropriate for your needs or not. Then, if the Service meets your expectations and You decide to use it, You should provide Pharocloud with the corresponding payment for the Service (appliance hosting) no longer 7 days after its first run. If the payment is not processed before the end of free 7-days trial period, the appliance will stop its work and all the resources of this appliance will be eliminated.

Pharocloud charges monthly payment for the Service of appliance hosting. The value of payment is established separately for each appliance and can be found in your management panel on Pharocloud web site. There You may also find such information as paid period of appliance hosting for all purchased appliances.

If You do not provide the payment before the expiration date of the Service, the work of the appliance will be suspended for 7 days. If the Service is not prolonged by You in 7 days after the expiration date, the appliance will stop its work and all the resources of this appliance will be eliminated.

Pharocloud reserves the right to decline in launching of new appliances with no reason explained. Pharocloud reserves the right to reconsider monthly payment for the Services it provides.

Refund

If you cancel your account and request a refund, Pharocloud will refund all payments you have made to Pharocloud within the 30 calendar days prior to the cancellation and refund request.

Termination of Service

We reserve the right to terminate your account at any time. You also have an option of canceling your account at any time without any penalty. In case of account cancellation you will lose all data related to Your account.

Security

You are responsible for maintaining the security of Your Appliances run on Pharocloud, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with the Pharocloud Appliances, including those of your Appliances users. You agree to immediately notify Pharocloud of any unauthorized uses of the Account or any other breaches of security. Pharocloud cannot and will not be liable for any loss or damage from your failure to comply with this security obligation. You acknowledge and agree that under no circumstances Pharocloud will be liable, in any way, for any acts or omissions caused by you, including any damages of any kind incurred as a result of such acts or omissions.

No Warranties or Representations

You understand and agree that the Service is provided “as is” and Pharocloud expressly disclaim all warranties of any kind. Pharocloud, its affiliates, suppliers and Resellers make no warranty regarding the results that may be obtained from the use of the Service, the security of the Service, or that the Service will meet any user’s requirements. Use of the Service is at Your sole risk. You will be solely responsible for any damage to you resulting from the use of the Service. The entire risk arising out of use, security or performance of the Service remains with You.

Limitation of Liability

In no event shall Pharocloud be liable for any indirect, special, incidental, consequential or punitive damages (including but not limited to loss of use, loss of profits, or loss of data) whether in an action in contract, tort (including but not limited to negligence), equity or otherwise, arising out of or in any way connected with the use of or inability to use this site or the materials therein or resulting from unauthorized access to or alteration of data.

Conditions

Modifications or terminations of our services are possible to be performed by us at anytime, for any reason and without notice. We reserve the right to make changes to these Terms of Service at any time without notice. We may, but have no obligation to, remove accounts and content containing what we determine as unlawful, offensive, threatening, defamatory, obscene or otherwise objectionable material. We will remove content that violates any party’s intellectual property or these Terms of Service. An account terminated by Pharocloud will not be backed-up for any reason and will be immediately deleted from our servers.

Intellectual Property

Pharocloud claims no intellectual property rights over the material you provide to the Service. You acknowledge that Pharocloud owns all right, title and interest in and to the Service, including without limitation all intellectual property rights, and such rights are protected by international intellectual property laws. You agree that you will not copy, reproduce, alter, modify or create derivative works from the Service.

Questions about this Agreement or the Privacy Policy should be addressed to Pharocloud at support@pharocloud.com.