

Deskomy Terms and Conditions of Service
Effective as of March 12, 2018

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1. Introduction

Welcome and thanks for choosing our services!

The services are provided by Deskomy LLC (“**Deskomy**”, “**We**”), a company incorporated in Georgia with identification number 405199903 and with registered address at Apartment 23, N3 Rcheulishvili Str., N50a, N50, Gogebashvli Str., Vake-Saburtalo District, Tbilisi Georgia.

This Terms and Conditions of Service (the “**Agreement**” or “**Terms and Conditions**”) is a legal document between you (“**User**”, “**You**”) and Deskomy, it governs your access to and use of any services owned, controlled or offered by Deskomy via website available at <https://deskomy.com> (the “**Website**”) (collectively referred to as the “**Service**”).

PLEASE READ THIS AGREEMENT CAREFULLY.

These Terms and Conditions affect Your legal rights and obligations. Your access to and use of the Website and Service are conditioned on Your acceptance of and compliance with these Terms and Conditions. To confirm Your understanding and acceptance of the Agreement, click “Agree”. By clicking “Agree” You consent to be bound by this Agreement as well as by the Deskomy Privacy Policy, which explains how We collect and use your personal information;

If You don’t agree with the Agreement or if any of the terms of this Agreement are unacceptable to You or in the event that any future changes are unacceptable to You, do not access or use the Service. Your continued use of the Service now, or following the introduction of any changes in this Agreement, will indicate acceptance by You of such changes.

2. Service

2.1 *General Description*

Deskomy provides service which permits You to upload, store, retrieve Your personal data and have world-wide access to it. We provide up to 10 GB free storage capacity. If You wish to increase Your storage capacity such increase will be subject to the payment terms provided in Section 4 of this Agreement.

2.2 *Use of the Service*

- 2.2.1 You agree that You will use the Service solely in accordance with this Agreement, and that all information supplied by You to us will be true, accurate, current and complete.
- 2.2.2 You retain all rights and ownership of Your content uploaded via Your account. We do not claim any ownership rights to Your content.
- 2.2.3 You acknowledge and agree that Your use of the Service, including, without limitation, the storage of any data, files, information and/or other materials on a server owned or

under our control or in any way connected to the Service, shall be at Your sole risk and responsibility.

2.3 Access to the Service

- 2.3.1 Provided that You comply at all times with the terms of this Agreement, we hereby give You a personal, worldwide, revocable, non-assignable and non-exclusive right to access and use the Service to the extent we make it available to You in the manner and for the purposes expressly permitted by the Agreement.
- 2.3.2 We reserve all right, title and interest in and to the Service not expressly granted to You under this Agreement.

2.4 Your Password and Account Security

- 2.4.1 You agree and understand that You are responsible for maintaining the confidentiality of passwords associated with the account You use to access the Service. Accordingly, You agree that You will be responsible to us for all activities that occur under Your account.
- 2.4.2 Any unauthorized use of Your account or other breach of security should be reported to Deskomy immediately. Your registration and/or subscription is personal to You and You may not disclose or make available your account name, ID or password to others. Any disclosure by You of your account name and password may result in termination of your Service.

3. Software and Hardware

- 3.1 To access the Service, You will need:
 - a. valid e-mail account;
 - b. a computer system that operates on any platform;
 - c. a connection to the Internet.
- 3.2 By accepting and agreeing to this Agreement You satisfy the requirements specified above.

4. Fees and Payment

- 4.1 If You choose to purchase additional capacity, as provided in offerings published on our Website (the “**Offering**”), You agree to pay all fees associated with the Offerings.
- 4.2 Any charges incurred by your purchase or use of the Offerings, will be billed to the bank card as provided by You. You agree to provide us with accurate and complete billing information, including valid bank card information, Your name, address and telephone number, and to provide us with any changes in such information within **10** days of the change.
- 4.3 If, for any reason, Your bank card company declines or otherwise refuses to pay the amount owed for the Offerings you have purchased, You agree that we may, at our option, suspend or terminate performance of Offerings and may require You to pay any overdue amounts incurred (including any third-party chargeback fees or penalties) by other means acceptable to us. In the event legal action is necessary to collect balances due, You agree to reimburse us for all expenses incurred to recover sums due, including legal expenses.

4.4 If You fail to pay for additional capacity as provided in the Offering We have right either to terminate this Agreement in accordance with Section 13.2 (b) or reduce your storage capacity to free GBs.

5. Third Party Products

5.1 Our Service may contain or rely on the use of the third-party services that are not owned or controlled by Deskomy and Your use of these third-party services is subject to their terms of use.

5.2 Deskomy has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party services. You further acknowledge and agree that Deskomy shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content or services.

6. Intellectual Property

6.1 You acknowledge and agree that Deskomy owns all legal right, title and interest in and to the Service, including any intellectual property rights which subsist in the Service (whether those rights happen to be registered or not, and wherever in the world those rights may exist) including, without limitation, all rights with respect to copyrights, patents, trademarks, service marks, trade names, domain names, technology, know-how, design rights, trade secrets and similar rights including the information in any application, registration, or renewal thereof that may be protected under the intellectual property laws, regulations, or rules of any country.

6.2 You agree that You shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed or contained within the Service.

6.3 You agree that in using the Service, You will not use any trademark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

6.4 You agree that Deskomy owns any and all Intellectual Property Rights and other proprietary rights in and to the product that is created by modifying, making derivative works of, disassembling, decompiling, or reverse engineering any part of the Service.

7. Data Protection

In performance of the Service We will comply with the Deskomy Privacy Policy, which is available at <https://deskomy.com/legal/privacy-policy> and is incorporated herein by reference.

8. Representations, Warranties and Covenants made by the User

8.1 You represent and warrant to Deskomy that:

- a. You have the power, legal capacity and are allowed by law to enter into this binding Agreement and to be bound by its terms;
- b. You have not previously been suspended or removed from the Service; and
- c. Your registration and your use of the Service is in compliance with any and all applicable laws and regulations. If You are using the Service on behalf of an entity, organization, or company, You represent and warrant that You have the authority to bind such organization to these Agreement and You agree to be bound by these Agreement on behalf of such organization.

8.2 During the term of this Agreement You agree that You will not:

- a. use the Service or engage in any activity that disrupts, damages, disables, diminishes the quality of, interferes with the performance of, or impairs the functionality of the Service or any component of the Service or any other party's use of the Service (or the servers and networks which are connected to the Service);
- b. use the Service for any purpose or in any manner that is unlawful or prohibited by this Agreement;
- c. use the Service if You are legally prohibited from receiving or using the Service under the laws of the country in which You are resident or from which You access or use the Service;
- d. permit or otherwise enable unauthorized users to access and/or use the password-protected portions of the Service;
- e. use the Service to upload any content in violation of applicable laws or regulations;
- f. upload content or engage in behavior that violates anyone's Intellectual Property Right ("Intellectual Property Rights" means copyright, moral rights, trademark, patent, trade secret, unfair competition, right of privacy, right of publicity, and any other proprietary rights);
- g. sell, copy, duplicate, rent, lease, transfer, or sublicense the Service, or otherwise permit any third party to use or have access to the Service for any purpose (except as expressly permitted by us in writing);
- h. modify the Service, attempt to discover any source code, or otherwise use any software that enables or comprises any part of the Service;
- i. remove any copyright, trademark, patent or other proprietary notices from the Service;
- j. distribute, publish, exhibit, or otherwise use the Service, in any manner and for any purpose not expressly permitted under this Agreement;
- k. register as a user of the Service by providing false, inaccurate, or misleading information;
- l. use the Service to post hyperlinks to commercial services or websites;
- m. use the Service in connection with the junk e-mail, spamming or any form of duplicative or unsolicited e-mails;
- n. use the Service to impersonate any person or entity, including, but not limited to, an employee of ours, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- o. collect personal data about other users of the Service for commercial or any other purposes;
- p. attempt to gain unauthorized access to our systems and Service;

9. No Warranties of Deskomy

- 9.1 We provide our Service using a commercially reasonable level of skill and care. We do not make any specific promises warranty or representation of any kind about the Service.
- 9.2 We expressly disclaim all warranties, whether express, implied including without limitation, any warranty of non-infringement, quality, and/or fitness of the Services for a particular purpose.
- 9.3 We do not warrant the accuracy, reliability or completeness of any information provided by us in connection with your use of the Service, or that the Service, including, without limitation, any data, files, and/or other information stored on a server owned or under our control or in any way connected with the Service, will meet your requirements or be available, uninterrupted, error-free.
- 9.4 We cannot always foresee or anticipate technical or other difficulties which may result in failure to obtain data or loss of data or other interruptions. We cannot assume responsibility for the timelines, accuracy, deletion, non-delivery or failure to store any user data, communications or settings.
- 9.5 Any material or information downloaded or otherwise obtained through the use of the Service is done at your own discretion and risk.

10. Limitation of Liability

- 10.1 You agree that, to the extent permitted by applicable law, your sole and exclusive remedy for any problems or dissatisfaction with the Service is to stop using the Service.
- 10.2 In no event will Deskomy, its officers, shareholders, employees, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers or licensors be liable for:
 - a. any indirect, or consequential (including loss of use, data, business, or profits) damages, arising out of the use or inability to use the Service;
 - b. unauthorized access to or alteration of your personal information;
 - c. any liability for all claims relating to the Deskomy service.

11. Indemnity

- 11.1 You will indemnify, defend and hold Deskomy harmless, at your expense, from and against any and all liabilities, claims, (including, without limitation, third-party claims) brought against Deskomy its officers, directors, employees, agents, service providers, licensors, and affiliates against damages, losses, costs (including reasonable attorneys' fees), or other expenses to the extent that such actions are based upon or arise out of:
 - a. unauthorized or illegal use of the Service by You;
 - b. Your noncompliance with or breach of this Agreement;
 - c. Your violation of the rights of any third party;
 - d. unauthorized use of the Service by any other person using your User information.

11.2 Deskomy will notify You in writing within thirty (30) days from becoming aware of any such claim, give You sole control of the defense or settlement of such a claim and provide You (at your expense) with any and all information and assistance reasonably requested by You to handle the defense or settlement of the claim. You shall not accept any settlement that (i) imposes an obligation on Deskomy; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on Deskomy without our prior written consent.

11.3 For the avoidance of doubt, this section shall survive the termination of this Agreement.

12. Resolution of Disputes

Any claim, cause of action or dispute arising out of or relating to this Agreement or provision of Service shall be resolved exclusively by the Courts of Georgia.

13. Governing Law

Interpretation, construction and performance of this Agreement, including the provision of the services under this Agreement in any country outside of Georgia, shall be governed by and construed and enforced in accordance with the laws of Georgia.

14. Termination

This Agreement is effective until terminated by Deskomy or You. Upon termination of this Agreement for any reason, You shall immediately cease using the Service.

14.1 *Termination by the User*

You can stop using Services and cancel or disable Services at any time. You may terminate your user account, user name any associated e-mail address and access to the Services by submitting such termination request to us.

14.2 *Termination by Deskomy*

Deskomy in its sole discretion may terminate these Terms and Conditions for reasons other than for cause, and will make reasonable effort to notify You at least 30 (thirty) days prior to termination via the e-mail address You provide to us, with instructions on how to retrieve your content. Deskomy may, at any time, terminate your right to use and access the Service if:

- (a) You breach any provision of these Terms and Conditions (or act in a manner that clearly shows You do not intend to, or are unable to, comply with these Terms and Conditions);
- (b) You fail to make the timely payment of fees for the Service, if any;
- (c) We are required to do so by law (for example, where the provision of the Service to You is, or becomes, unlawful);
- (d) We elect to discontinue the Service, in whole or in part.

15. Modification to the Services

We reserve the right to modify the Service from time to time, including, without limitation by adding or deleting features and functions. We will have no liability whatsoever on account of any change to the Service.

16. Amendments and Changes to this Agreement

16.1 We reserve the right to change, amend and/or modify this Agreement, in whole or in part, at any time, and when we do so, we will provide You with reasonable notice that a change, amendment or modification has been made. You agree that reasonable notice includes, by way of example, a reasonably prominent posting on the Website or the sending of an e-mail to You, indicating that this Agreement has been changed. You hereby acknowledge and agree that such changes, amendments and/or modifications will become effective when posted on the Service or as otherwise provided by Us.

16.2 If You do not agree with a modification to the Agreement, You must notify us in writing within thirty (30) days after receiving notice of modification and terminate your access to and use of the Service. Your continued use of the Service after the amended Agreement has become effective indicates that You have read, understood and agreed to the amended version of the Agreement.

16.3 The amendments and/or modifications to this Agreement shall not be applicable during the initial term of the Offerings purchased by You and shall be effective and applicable only upon the renewal of the prepaid term of the Offerings, or the termination of the respective part of the Offering, as purchased by You.

17. General Provisions

17.1 *Severability*

If any provision in this Agreement is invalid or unenforceable or contrary to applicable law, such provision shall be construed, limited, or altered, as necessary, to eliminate the invalidity or unenforceability or the conflict with applicable law, and all other provisions of this Agreement shall remain in effect.

17.2 *No Assignment, Sublicense or Transfer*

You may not assign, sublicense, or transfer this Agreement or any rights or obligations hereunder without our prior written consent. Any such attempted assignment, sublicense, or transfer will be null and void and we, in our sole discretion, shall have the right to immediately terminate this Agreement.

17.3 *Communications by Deskomy*

You agree that we may communicate with You electronically. Such electronic communications may consist of e-mail, notices posted on the Service, and other communications. You agree that all agreements, notices, disclosures, and other communications we send to You electronically will satisfy any requirement that such communication be in writing and, to the extent intended, such

communication will be an enforceable and binding term or amendment to this Agreement. Your consent will remain in effect until You withdraw your consent as specified above

17.4 *Entire Agreement*

This Agreement constitute all the terms and conditions agreed upon between You and Deskomy and supersede any prior agreements in relation to the subject matter of this Agreement, whether written or oral. Any additional or different terms or conditions in relation to the subject matter of the Agreements in any written or oral communication from You to Deskomy are void. You represent that You have not accepted the Agreements in reliance on any oral or written representations made by Deskomy that are not contained in the Agreement.

18. Contact Information

Notices pursuant to this Agreement will be sent to the contact address set forth herein, and will be deemed delivered as of the date of actual receipt.

To Deskomy:

Via registered mail to: Apartment 23, N3 Rcheulishvili Str., N50a, N50, Gogebashvli Str.,
Attention: Luka Kvavilashvili
Via e-mail at: info@deskomy.com

The addresses provided may be updated as part of any update to these Agreement.

To You:

Your address as provided by You. We may give electronic notices by general notice via the Service and may give electronic notices specific to You by email to your e-mail address(es) on record in our account information. You must keep all of your account information current. You acknowledge and agree that Deskomy shall have no liability associated with or arising from your failure to maintain accurate contact or other information.