



Terms and Conditions of FileCatalyst Spaces Service

Please carefully read the following Terms of Service before registering for and using FileCatalyst Spaces Service.

By registering for FileCatalyst Spaces service you or the entity you represent ("you" and "your") agree to be bound by these Terms of Service (the "Terms"), which govern your access to and use of FileCatalyst Spaces Service (the "Service") offered by Unlimi-Tech Software Inc (dba FileCatalyst). ("we", "us" or "our").

If you are registering for the Service on behalf of an organization, you are agreeing to these Terms for that organization and promising that you have the authority to bind that organization to these Terms. In that case, "you" and "your" will refer to that organization.

It is important to note that the functionality of the Service is time-dependent and these Terms represent the functionality as of now. It is possible that future or earlier versions of the Service do not or will not support all the functionalities as described below. You will be notified at least 30 days prior to any functionality changes are made to the Service.

1. Your Account (sub-domain)

You agree to provide us with accurate and complete information when you create FileCatalyst Spaces Account (your "Account"). In order to prevent unauthorized access to your Account, you agree to keep your password and other Account details confidential and not share them with anyone else.

You, as the Account holder, are solely responsible for access to, content in or sharing and use of your Account. We are not liable for any loss or damage arising from any access to, content in, or sharing and use of your Account. If you believe there has been unauthorized access to your Account, you must notify filecatalystspaces@filecatalyst.com immediately.

2. Conditions of Use

By using the Services, you agree that you:

(a) are solely responsible for obtaining sufficient rights to the content of all data and files stored by you on FileCatalyst Spaces servers and or our storage partners;

(b) will not access or attempt to access the Services by any means other than those provided on the FileCatalyst Spaces website or by an authorized third party.

If there is suspicion that an account is being used for storage and distribution of any illegal material such as copyrighted content, we reserve the right to examine the content of the online storage and backup account. We may also access the account and data for support related activities. We normally do not review, inspect, edit or monitor any content, data or files stored by you or any other user of the Service. We reserve the right to refuse, remove or disable access to any data or files stored on our servers with immediate effect that we determine may be illegal, may violate these Terms, may violate the rights of any third party or otherwise may be reasonably objectionable.

3. Registration Information / Privacy

You agree to promptly notify us of any change in the information you provided during your registration for the Services (including, without limitation, any change in your mailing address, telephone numbers or email address). The registration information (including your selected username and password) provided by you during your registration or configuration for the Service, together with any and all updates provided by you from time to time under this paragraph, is referred to in these Terms as the "Registration Information." Our policy regarding the privacy and use of the Registration Information is set forth in our Privacy Policy, which may be modified and amended by us from time to time. By accepting these Terms, you are also acknowledging that you agree to the terms of the Privacy Policy (See Appendix A).

4. Billing

The service is comprised of 2 types of billing fees:

(i) "Recurring fees", these fees are constant throughout the month and will not change during the 30 day billing cycle. The fees include but are not limited to: enhanced support, HotFolder or API options, Public Job Submission.

(ii) Metered/Quantity fees. These fees will change from month to month depending on how you use the Service. The fees include Cost per GB of data transferred, Cost per GB of Data stored and per user registered on the Service for your account.

(iii) Adding a new user in the middle of your subscription month will incur a charge for the entire month for that user. User fees costs per month are posted on our website. No refunds will be issued if you delete a user in the middle of



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your subscription month.

In exchange for use of the Services, you authorize a monthly charge to your credit card. Recurring fees will be billed on the first day of the month while Metered/Quantity usage fees will be billed on the first day of the next month. The charges plus the data usage fees will be based on published prices at the time of sign-up or to a customized quote provided for your specific use. You will be advised 30 days before any of our posted billing and usage fees are changed. You also agree that any Recurring fees will be billed on the first day of the month while the usage fees will be billed on the first day of the next month. Please note that we may automatically receive updated credit card information from our merchants from time to time in cases where your account is issued a new card number or your credit card expires. However, we still advise you update your card manually from your account screen when changes to your account information occur. We must have a valid credit card on file while your account is active.

If we are unable to execute any applicable charges due to credit card denial or for any other reason, you will be notified via email. In case of non-action by the user, the account may be cancelled. We may delay Account cancellation related to non-payment for the Services and provide a grace period of up to sixty (60) days from the due date to allow for the customer to arrange payment. If the account is cancelled for any reason, user data, configuration files and backups will be removed from our storage servers.

Taxes

You're responsible for all applicable taxes, and we'll charge tax when required to do so. Unlimi-Tech can rely on the name and address you provide to the Service as being the place of supply for sales tax, income tax, and VAT purposes.

Discrepancies

Your right to raise a billing discrepancy and any associated recovery is waived unless reported to us by calling our customer support line or emailing us at filecatalystspaces@filecatalyst.com within sixty (60) calendar days after such discrepancy is charged to your credit card.

Cancellation & Refunds

You must cancel your Account before it renews each month to avoid a charge for the next month's fees to your credit card. Please note on cancellation, no refunds are issued. Metered/Quantity fees are not refundable and will be billed to your credit card even after you cancel your account. Metered/Quantity fees will be limited to only what you used until the date of cancellation.

We will not issue any pro-rated refunds for the remaining period of a month when an



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account with a monthly subscription plan ("current plan") is downgraded to a smaller plan ("new plan") (a plan that costs less per month than the current plan) during the middle of a month. However the rate applicable to the new plan will automatically be charged starting the first of the subsequent month.

Trial / Demo / Free Accounts

We reserve the right to terminate Trial Accounts at any time, with or without notice. We must have your valid credit card on file during your trial. Your trial comes with 50GB free storage. Any storage usage over 50GB will be billed to you at our posted rates. You must cancel your trial account BEFORE, your trial ends if you don't want to incur any additional charges to your credit card.

5. Security

Account Passwords

You are solely responsible for any consequences arising out of your failure to maintain the confidentiality of your Account password and/or encryption password. You will notify us of any unauthorized use or breach in security of your Account immediately after you learn of such unauthorized access or use. We advise frequent changes to the Account password for better security. The automated forget password option works on the assumption that only the account holder has access to the email address on record. In case the user does not have access to the email address, other means of verification may be used including billing/credit card information to verify identity.

We endeavor to restrict access to the data and files you store or retrieve from your Account to persons you have authorized to access your Account. However, no password-protected system of data storage and retrieval can be made entirely impenetrable. Accordingly, you hereby acknowledge that it may be possible for an unauthorized third party to access, view, copy, modify and distribute the data and files you store in Your Account. For maximum privacy and security, we recommend that you choose the user defined private key option to protect the data in your Account.

6. Use of IP Addresses

We may collect IP addresses for the purposes of system administration and/or to audit the use of our site. We can and will use IP addresses to identify a user when we feel it is necessary to enforce compliance with our policies, Terms, or to protect our service, site,

customers, or others. Some services, such as user logs and registration emails, may also display IP addresses.

7. Redundant Backups of Your Data

Based on the protection level of primary production devices, we may or may not keep redundant backups of the primary production data. This decision may be made based on RAID level, distributed nature of the file system where user account resides and other criteria. If there is no redundant backup of primary production data, we may not be able to recover data in the event of failure and we may need to initiate a fresh backup of user data.

The general guideline to users is that we strongly recommend a local backup of user data on premise.

8. Disclaimer of Warranties

The transmission, storage, viewing and retrieval of data and files through the World Wide Web is subject to a variety of conditions that make such transmission, storage, viewing and retrieval potentially unreliable. ACCORDINGLY, YOUR ACCOUNT AND THE SERVICE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, AT YOUR OWN RISK. UNLIMI-TECH SOFTWARE INC., ON BEHALF OF ITSELF AND ITS DISTRIBUTORS, ADVERTISERS AND SUPPLIERS, DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO YOUR ACCOUNT AND THE SERVICE (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT). YOUR ACCOUNT AND THE SERVICE MAY NOT MEET YOUR NEEDS. UNLIMI-TECH SOFTWARE INC. MAKES NO REPRESENTATION OR WARRANTY: (A) THAT YOUR ACCOUNT OR THE SERVICE WILL MEET YOUR NEEDS; (B) THAT ACCESS TO YOUR ACCOUNT OR THE SERVICE WILL BE TIMELY, ERROR-FREE, UNINTERRUPTED, VIRUS-FREE OR SECURE; (C) THAT THE DATA AND FILES YOU STORE IN YOUR ACCOUNT WILL NOT BE LOST OR DAMAGED; (D) THAT THE DATA ON YOUR DESKTOP OR SERVER WILL NOT BE LOST OR DAMAGED; OR (E) THAT DEFECTS IN THE SERVICE WILL BE CORRECTED. YOU ACKNOWLEDGE THAT ANY MATERIAL OR DATA YOU RETRIEVE THROUGH THE USE OF THE SERVICE IS DONE AT YOUR CHOICE AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE RETRIEVAL OF SUCH MATERIAL OR DATA.

9. Limitations of Liability

IN NO EVENT SHALL UNLIMI-TECH SOFTWARE INC. OR ITS AFFILIATES, AGENTS, ADVERTISERS OR SUPPLIERS HAVE ANY OBLIGATION OR LIABILITY TO YOU FOR (I) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR DATA OR (II) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF DATA, REVENUE OR PROFITS OR BUSINESS INTERRUPTION) OR OTHER PECUNIARY LOSS ARISING OUT OF YOUR USE OR INABILITY TO USE YOUR ACCOUNT OR THE SERVICE OR YOUR LOSS OF DATA OR FILES STORED THEREIN REGARDLESS OF LEGAL THEORY, WHETHER OR NOT UNLIMI-TECH SOFTWARE INC. HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO OUR SERVICES WILL BE LIMITED TO THE GREATER OF \$100 OR ANY AMOUNTS PAID BY YOU TO UNLIMI-TECH SOFTWARE INC. FOR THE PAST THREE MONTHS OF THE SERVICES IN QUESTION.

10. Class Action Clause

You agree that Class Actions are not allowed and all disputes with Unlimi-Tech Software Inc. must be resolved on an individual basis. You may not bring any claim against Unlimi-Tech Software Inc. as a class member. This includes class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations. Regardless of whether any such dispute, controversy or claim concerns any other individual / entity, multiple individuals / entities, or other persons, classes of individuals, or entities, all cases shall be decided between Unlimi-Tech Software Inc. and the individual only.

11. Indemnification

You will, as allowable by law, defend, indemnify and hold Unlimi-Tech Software Inc., our subsidiaries, affiliates, agents, officers, licensor, directors and employees, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of (i) your use of your Account and the Services, (ii) any data files and content stored by you in your Account and otherwise on our servers, and (iii) any violation of these Terms by you. We will be entitled, at our expense, to participate in the defense and settlement of the claim or action with counsel of our own choosing. You may not settle any claims that limit our rights without our prior written consent.

12. Termination

To terminate the service and stop credit card billing, you must login to your FileCatalyst Spaces account as super admin user and click on “Cancel Subscription” button under Manage your subscription. Sending an email to us or calling us requesting to cancel will not constitute as a proper cancellation method. All your data stored on our servers will be automatically deleted within 30 days of you cancelling the subscription.

We may also, at our option and in addition to other remedies, immediately and without notice terminate these Terms at any time or suspend your access to the Services: (i) if you breach any provision of these Terms; (ii) if we are required to do so by law; (iii) if we cease to offer any services covered by these Terms; or (iv) for any other reason with thirty (30) days prior written notice to you (or sooner if you are flagrantly violating these Terms or are a threat to users or the Services).

Should you object to any of these Terms or any subsequent modifications thereto or become dissatisfied with the Services in any way, your only recourse is to immediately discontinue use of the Services by clicking on “Cancel Subscription” button on your admin user interface. Upon any termination of these Terms, we will remove stored data files from main storage and archives within 30 days. Paragraphs 6,7,8,9,10,13,14,15,16,17 of these Terms (and any other provision that can be reasonably construed to survive termination) will survive termination of these Terms.

13. Notices

Any notice under these Terms given by Unlimi-Tech Software Inc. to you will be deemed to be properly given if sent (i) by email to your email address as set forth in the Registration Information, (ii) by a startup screen that starts before your next use of the Services, (iii) by written communication mailed by mail to your address on record in the Registration Information, or (iv) by a display about the changed information in the Terms on our website. It is important that you maintain a correct working email address and update it if necessary to be able to receive our communications. To ensure proper delivery of email communications, please whitelist '@filecatalyst.com' domain in your email spam filter.

Any notice under these Terms provided by you will be deemed to be properly given if received by Customer Service at filecatalystspaces@filecatalyst.com, except those that are related to cancellation or termination of your Account. 'Cancel Subscription is



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available online. Sending an email to filecatalystspaces@filecatalyst.com for cancellation is not considered as a cancellation notice for security reasons. On successful cancellation of an account by you or by us, due to various reasons including non-payment for the Services, your data will be removed from our storage servers. We may delay the cancellation related to non-payment for the services and provide a grace period of up to sixty (60) days from the due date to allow for the customer to arrange for payments.

14. Severability

These Terms will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of the Terms is held to be invalid or unenforceable under applicable law to any extent, then (i) such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision and (ii) such invalidity or unenforceability will not affect any other provision of the Terms.

15. Modifications to this Agreement

We may change these Terms from time to time and the most current version will always be posted on our website located at <https://filecatalystspaces.com>. If we think a revision is material we will notify you (e.g., via email). Other changes may be posted to our blog or another web page, so please check those pages regularly. Your continued use of the Services after such revisions become effective will constitute your acceptance of such changed terms and conditions. If you do not agree to the new terms, please stop using the Services.

16. Acceptable Usage Policy (APU)

This Acceptable Use Policy (this "Policy") describes prohibited uses of the services offered by Unlimi-Tech Software Inc. (the "Services"). The examples described in this Policy are not exhaustive and we may modify this Policy at any time.

We reserve the right, but do not assume the obligation, to investigate any violation of this Policy or misuse of the Services. If you violate the Policy or authorize or help others to do so, we may suspend or terminate your use of the Services.

For example, you must not use, or encourage, promote, facilitate or instruct others to use, the Services to do the following things:

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- use the Services for any illegal purposes;
- use the Services to store, retrieve, transmit or view any file, data, image or program that contains:
 - any illegal pictures, materials or information;
 - any harassing, libelous, abusive, threatening, harmful, unlawfully pornographic, vulgar, obscene, fraudulent, deceptive or otherwise objectionable material of any kind or nature;
 - any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation;
 - any code or material that violates the intellectual property rights of others; or
 - any viruses, worms, malware, "Trojan horses" or any other similar contaminating or destructive features;
- use the Service for any spamming, chain letters or other use that may otherwise disrupt the Service or the networks through which you access and use the Services;
- interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Services;
- access or attempt to access any accounts for which you have no access authorization or duplicate, modify, distribute or display any of the data or files from any such account.
- probe, scan, or test the vulnerability of any system or network;
- breach or otherwise circumvent any security or authentication measures;
- access, tamper with, or use non-public areas of the Service, shared areas of the Service you have not been invited to, or Unlimi-Tech Software Inc. computer systems;
- access or search the Services by any means other than our publicly supported interfaces;
- send unsolicited communications, promotions or advertisements, or spam;
- send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- violate any regulations, policies and procedures of networks through which you access and use the Services; or
- violate Canada, United States and other applicable law regarding the exportation and re-exportation of any data or other materials from the United States, Canada or other jurisdictions through the Service.

17. Miscellaneous

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, and shall be subject to the exclusive jurisdiction of the courts in Ontario. Each of the parties attorns and submits itself to the jurisdiction of such courts for the purpose of any such action.

Appendix A Privacy Policy

The following discloses our information gathering and dissemination practices.

Users can access FileCatalyst Spaces services (the "Services") through our websites, applications on Devices, through APIs and through third parties. A "Device" is any computer used to access the Services, including without limitation a desktop computer, laptop, mobile phone, tablet or other consumer electronic device. This Privacy Policy governs your access to FileCatalyst Spaces Services, regardless of how you access it, and by using our Services you consent to the collection, transfer, processing, storage, disclosure and other uses described in this Privacy Policy. All of the different forms of data, content, and information described below are collectively referred to as "information".

What Information Do We Gather?

User Provided Information - Due to the nature of our Services, we must collect personal information from users during the registration process including first and last names, a valid credit card to process payment for service, home and/or business postal addresses, an email address and a password. In addition to required member information, we may conduct surveys and ask users to volunteer demographic information to be used on an aggregate basis for internal market research and/or joint research projects with outside companies involved in product development. You may also ask us to import your contacts by giving us access to your Device(s), third party services (for example, your email account) or to use your social networking information if you give us access to your account on social network connection services. You may also provide us with your contacts' email addresses when sharing folders or files with them.

Files - We collect and store the files and data you transmit between your Devices and Unlimi-Tech Software Inc infrastructure using our Services.

Session Records - To maintain our quality of service and to assist in the analysis of product performance, we may also gather data on connection information, including the timing and size of all packets sent over the Internet during a session, session date and times, Device Internet Protocol ("IP") address, browser type, Device name and/or identification number, and other interactions with the Service. The gathered information is used to ensure the highest quality experience possible.

Cookies - We use "cookies" to collect information and improve our Services. A cookie is a small data file that we transfer to your Device. We may use "persistent cookies" to save your registration ID and login password for future logins to the Service. We may use "session ID cookies" to enable certain features of the Service, to better understand



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how you interact with the Service and to monitor aggregate usage and web traffic routing on the Service. The cookies are used solely for identifying user sessions and do not store any personal information regarding the user. You can instruct your browser, by changing its options, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit. If you do not accept cookies, however, you may not be able to use all aspects of the Service.

[What Do We Do With Gathered Information?](#)

Information gathered by us may be used: (i) to provide and improve our Service, (ii) to administer your use of the Service, (iii) to better understand your needs and interests, (iv) to personalize and improve your experience, (v) to provide or offer software updates and (vi) to provide product announcements. For example, email addresses provided by you may be used to send periodic information about our Services and related products. In order to present the best possible product to the public, we track the category of services selected by our individual users as well as all information pertaining to user satisfaction. We reserve the right to maintain evaluation and feedback records indefinitely.

[Who Do We Share Information With?](#)

We do not voluntarily share personally identifiable information with any third party without the user's express consent or unless compelled by applicable state and federal laws (see below). We do not control the practices of our affiliates. If you have questions about how affiliates use the information gathered when you link to them, please read their privacy policies. Our site may contain links to other sites. We are not responsible for the privacy practices or the content of such websites.

Users - We will display your personal information in your profile page. You can review and revise your profile information at any time by accessing your account settings. We may also share or disclose your information with your consent, for example if you use a third party application to access your account (see below).

Service Providers, Business Partners and Others - We may use certain trusted third party companies and individuals to help us provide, analyze, and improve the Service (including but not limited to database management, web analytics, payment processing, and improvement of the Service's features). These third parties may have access to your information only for purposes of performing these tasks on our behalf and under obligations similar to those in this Privacy Policy.

Third-Party Applications - We may share your information with a third party application with your consent, for example when you choose to access our Services through a third-party application. We are not responsible for what those parties do with your information, so you should make sure you trust the application and that it has a privacy



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policy acceptable to you.

Compliance with Laws and Law Enforcement Requests; Protection of Unlimi-Tech Software Inc. Rights - We may disclose to parties outside Unlimi-Tech Software Inc. files stored in your account and information about you that we collect when we have a good faith belief that disclosure is reasonably necessary to (i) comply with a law, regulation or compulsory legal request; (ii) protect the safety of any person from death or serious bodily injury; (iii) prevent fraud or abuse of our Services or its users;

Business Transfers - If we are involved in a merger, acquisition, or sale of all or a portion of our assets, your information may be transferred as part of that transaction, but we will notify you (for example, via email and/or a prominent notice on our website) of any change in control or use of your personal information or files, or if either become subject to a different Privacy Policy. We will also notify you of choices you may have regarding the information.

Non-private or Non-Personal Information - We may disclose your non-private, aggregated, or otherwise non-personal information, such as usage statistics of our Service. Our Service may also offer publicly accessible community services such as blogs, forums, and wikis. You should be aware that any information you provide in these areas may be read, collected, and used by others who access them. Your posts may remain even after you cancel your account.

Changing Your Information

After successfully logging in to the Service from our website, you can correct, amend or delete information related to your account.

Data Retention

We will retain your information for as long as your account is active or as needed to provide you our Services. If you wish to cancel your account or request that we no longer use your information to provide you Services, you may delete your account through the account settings after logging in to our Service from our website. Your files will automatically be removed from our servers within 30 business days of cancellation. Please note, that there might be latency in deleting backed-up versions of files that may exist after deletion. We may retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Security

We take reasonable precautions to protect personal information in our possession from loss, misuse and unauthorized access, disclosure, alteration and destruction. User data is password protected and your password should never be shared with anyone. When we receive certain types of sensitive information such as financial information we redirect



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visitors to the secure portion of our site using industry standard SSL.

[Our Policy Toward Children](#)

Our Services are not directed to persons under 13. We do not knowingly collect personally identifiable information from children under 13. If a parent or guardian becomes aware that his or her child has provided us with personal information without their consent, he or she should contact us at filecatalystspaces@filecatalyst.com. If we become aware that a child under 13 has provided us with personal information, we will take steps to delete such information from our files.

[Changes to our Privacy Policy](#)

This Privacy Policy may change from time to time. If we make a change to this privacy policy that we believe materially reduces your rights, we will provide you with notice (for example, by email). We may provide notice of changes in other circumstances as well. By continuing to use the Service after those changes become effective, you agree to be bound by the revised Privacy Policy.

[Contacting Us](#)

If you have any questions about this Privacy Policy, the practices of this site or your dealings with this website you can contact:

Attn: Privacy Management
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