

Posted and effective: June 15, 2017

### **CommonClip Terms of Service**

These Terms are an agreement between you, the user of our service, and CommonClip, based in Zug, Switzerland. These Terms cover your use of and access to CommonClip. By creating an account or using our service, you are accepting these Terms.

### **Service**

CommonClip is a cloud-based service that enables you to store, share and transfer digital files to others and yourself via the internet. The usage of this service and all files on it are subject to these terms.

### **Ownership**

When using our service, you are uploading digital assets to CommonClip. We do not claim any kind of ownership of your digital assets. You are solely responsible and accountable for your files and transfers.

### **Sharing**

CommonClip enables you to share your files with others. Be cautious what you share. You have to ensure that your digital assets comply with these terms, especially with regards to intellectual property rights. Do not store and share copyrighted content without the right to do so. For each of your digital assets, you guarantee that you have all necessary rights to store and share them. CommonClip takes no responsibility for the conduct of its users.

### **Copyright**

We will take appropriate action if the intellectual property rights of others are compromised. We will delete the offending files or terminate accounts if required. Our contact to notify us of copyright infringement is: [info@commonclip.com](mailto:info@commonclip.com)

### **Acceptable Use Policy**

By using our service, you agree not to use CommonClip to commit or enable any kind of unlawful or criminal activities or to promote others to do so. You are not allowed to use CommonClip to upload, store, download or share files and contents that are:

- violating laws or regulations
- racist
- discriminating individuals or groups based on race, national origin, language, religion, sex, or sexual orientation
- child pornography
- you don't have the right to share or transfer
- infringes copyright or any other type of intellectual property rights
- violates privacy rights and data protection rights

**In case of violation**

If you violate these Terms or laws and regulations in any form, CommonClip will take appropriate action when receiving valid complaints. This can include investigations against you, providing relevant information to third parties, or deleting files and accounts from our system.

**Disclaimer**

We do our best to deliver a flawless service. However, note that our service is delivered “as is” without any warranty of any kind. We do not guarantee that our service is secure, error-free or provided without interruption. You are using CommonClip at your own risk. Hereby, you accept that CommonClip is not responsible for any harm to your or third parties' computer systems, that might be caused through using our service. Moreover, we are not responsible if storage and transfers fail or files are deleted. CommonClip is also not responsible if the content or information of your files is corrupted or lost.

In case you use CommonClip for business purposes, note that we have no liability for any loss of profits, loss of business, business interruptions or missed business opportunities.

**Controlling law**

These Terms will be governed by Swiss law. The exclusive jurisdiction and venue of any action concerning any subject that relates to these Terms will be the courts in Zug, Switzerland, unless other mandatory Swiss or international laws require otherwise.

**Cookies**

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