

Bookick Terms of Service

Welcome to Bookick!

Thanks for using our products and services (“Services”). The Services are provided by Qloud.io LLCK (“Qloud.io”), located at 2005 Sierra Rd, Apt C, 94518 Concord, CA, US.

By using our Services, you are agreeing to be bound by the following terms and conditions (“Terms of Service”). Please read them carefully. If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions, in which case the terms “you” or “your” shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this agreement and may not use the Services.

You may not access the Services if you are our direct competitor, except with our prior written consent. In addition you may not access the Services for purpose of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This agreement is effective between you and us as of the date you accept this agreement.

Qloud.io reserves the right to update and change the Terms of Service from time to time without notice. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time at: <http://bookick.com/terms>

Violation of any of the terms below will result in the termination of your Account. While Qloud.io prohibits such conduct and Content on the Service, you understand and agree that Qloud.io cannot be responsible for the Content posted on the Service and you nonetheless may be exposed to such materials. You agree to use the Service at your own risk.

Using our Services

You must follow any policies made available to you within the Services. Don’t misuse our Services. For example, don’t interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use our Services only as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. You may not use content from our Services unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our Services. Don't remove, obscure, or alter any legal notices displayed in or along with our Services.

Our Services display some content that is not Qloud.io's. This content is the sole responsibility of the entity that makes it available. We may review content to determine whether it is illegal or violates our policies, and we may remove or refuse to display content that we reasonably believe violates our policies or the law. But that does not necessarily mean that we review content, so please don't assume that we do.

In connection with your use of the Services, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications.

Account Terms

1. You must provide your legal full name, a valid email address, a company name and address, and any other information requested in order to complete the signup process.
2. Your login may only be used by one person – a single login shared by multiple people is not permitted. You may create separate logins for as many people as you'd like.
3. You are responsible for maintaining the security of your account and password. Qloud.io cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
4. You are responsible for all Content posted and activity that occurs under your account (even when Content is posted by others who have accounts under your account).
5. You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

API Terms

Customers may access their Bookick account data via an API (Application Program Interface). Any use of the API, including use of the API through a third-party product that accesses Bookick, is bound by the terms of this agreement plus the following specific terms:

1. You expressly understand and agree that Qloud.io shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Qloud.io has been advised of the possibility of such damages), resulting from your use of the API or third-party products that access data via the API.
2. Abuse or excessively frequent requests to Bookick via the API may result in the temporary or permanent suspension of your account's access to the API. Qloud.io in its sole discretion, will determine abuse or excessive

usage of the API. Qloud.io will make a reasonable attempt via email to warn the account owner prior to suspension.

3. Qloud.io reserves the right at any time to modify or discontinue, temporarily or permanently, your access to the API (or any part thereof) with or without notice.

Payment, Refunds, Upgrading and Downgrading Terms

1. **The Service is billed in advance on a monthly or yearly basis and is non-refundable. There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months or years unused with an open account. In order to treat everyone equally, no exceptions will be made.**
2. Service can be paid with a valid credit card or a funds transfer to our bank account.
3. **If you initially sign up for an account and pay with a credit card, and you don't cancel that account within 30 days, you will be billed monthly starting on the 30th day after your account was initially created. If you cancel prior to the processing of your first invoice on the 30th day, you will not be charged.**
4. **If you initially sign up for an account via funds transfer you will receive a Quote that must be paid 3 working days prior to the starting on the 30th day after your account was initially created. If you fail to do so the account will be suspended for 30 days and after that all account's data will be deleted.**
5. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties.
6. For any upgrade or downgrade in plan level, your credit card that you provided will automatically be charged the new rate on your next billing cycle. If you are paying for Services via funds transfer you will receive a new Quote that must be paid 3 working days prior to your next billing cycle.
7. Downgrading your Service may cause the loss of Content, features, or capacity of your Account. Qloud.io does not accept any liability for such loss.

Cancellation and Termination

1. **You are solely responsible for properly canceling your account. An email or phone request to cancel your account is not considered cancellation. You can cancel your account at any time in Bookick in Settings section.**
2. All of your Content will be immediately suspended and deleted in 30 days from the Service upon cancellation. This information can be recovered only within first 30 days after cancellation. After that period the information will be deleted and can not be recovered.
3. If you cancel the Service before the end of your current paid up month, your cancellation will take effect immediately and you will not be charged again.

4. Qloud.io, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other Qloud.io service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all Content in your Account. Qloud.io reserves the right to refuse service to anyone for any reason at any time.

Modifications to the Service and Prices

1. Qloud.io reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.
2. Prices of all Services, including but not limited to monthly subscription plan fees to the Service, are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to the Bookick Site (bookick.com) or the Service itself.
3. Qloud.io shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

Copyright and Content Ownership

1. All content posted on the Service must comply with EU copyright law.
2. We claim no intellectual property rights over the material you provide to the Service. Your profile and materials uploaded remain yours.
3. Qloud.io does not pre-screen Content, but Qloud.io and its designee have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service.
4. The look and feel of the Service is copyright©2014- Qloud.io, LLC. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS or visual design elements without express written permission from Qloud.io.

Confidentiality

1. Definition of Confidential Information

As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Qloud.io's Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of Terms of Service as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party.

2. Protection of Confidential Information

The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care): (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of Terms of Service; and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with Terms of Service and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of Terms of Service to any third party other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.

3. Compelled Disclosure

The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

General Conditions

1. Your use of the Service is at your sole risk. The service is provided on an "as is" and "as available" basis.
2. Technical support is only provided to paying account holders and is only available via email.
3. You understand that Qloud.io may use and uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.
4. You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, Qloud.io, or any other Qloud.io service.
5. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Qloud.io.
6. We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
7. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any Qloud.io customer, employee, member, or officer will result in immediate account termination.
8. You understand that the technical processing and transmission of the Service, including your Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to

conform and adapt to technical requirements of connecting networks or devices.

9. You must not upload, post, host, or transmit unsolicited email, SMSs, or “spam” messages.
10. You must not transmit any worms or viruses or any code of a destructive nature.
11. If your bandwidth usage exceeds 300 MB/month, or significantly exceeds the average bandwidth usage (as determined solely by Qloud.io) of other Bookick customers, we reserve the right to immediately disable your account or throttle your file hosting until you can reduce your bandwidth consumption.
12. Qloud.io does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Service will be corrected.
13. You expressly understand and agree that Qloud.io shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Qloud.io has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the service.
14. The failure of Qloud.io to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and Qloud.io and govern your use of the Service, superceding any prior agreements between you and Qloud.io (including, but not limited to, any prior versions of the Terms of Service).
15. Questions about the Terms of Service should be sent to support at [bookick dot com](mailto:support@bookick.com).