

Terms of Service

This page lists our Terms of Service Agreement. Each of our customers must agree to these terms and by using our service you do so.

1. AGREEMENT

In this Terms of Service Agreement ("Agreement"), "you" and "your" refer to the customer; "we", "us" and "our" refer to IT-Logik Ltd; and "services" refers to our Nextcloud services. You agree to be bound by this Agreement, and any modifications to this Agreement that we post on our Web site, as long as you continue to use the services.

2. NO ILLEGAL ACTIVITIES

You may not use our services to infringe the intellectual property rights of others; to provide information, products or services that cannot be legally distributed, sold or shipped globally; to distribute information intended to enable or encourage illegal activities; to attempt to gain unauthorized entry to any computer system or distribute information describing how to do so; or to perform other illegal activities.

3. NO PORNOGRAPHIC OR VIOLENT CONTENT

You may not use our services to publish pornographic material, material of a predominantly sexual nature, or material of a violent nature. You also may not publish information that endorses or encourages acts of violence.

4. NO DEFAMATION, DENIGRATION OR HARASSMENT

You may not use our services to defame others; nor to denigrate or harass private individuals; nor to denigrate or harass groups of people identified by race, religion, national origin, gender, sexual orientation, disability, or other protected class under UK or US. anti-discrimination laws.

5. VIOLATIONS

If we believe, at our sole discretion, that you have violated the NO ILLEGAL ACTIVITIES; NO PORNOGRAPHIC OR VIOLENT CONTENT; or NO DEFAMATION, SCRIPT FILE SECURITY, DENIGRATION OR HARASSMENT provisions of this Agreement, we will terminate your use of the services without warning.

6. DATA BACKUP DISCLAIMER

We do not backup or offer any support / restore process for customer data to guard against data loss. IT-Logik Nextcloud is NOT a substitute for your own backup system. If data has been deleted, damaged or corrupted. We do not guarantee that it will be possible to restore information that has been deleted or damaged, should we get a question about this we charge a fee to restore information that has been deleted or damaged due to customer error. For these reasons, you agree to maintain your own copy of all data stored on our servers (including files and database contents), and you agree that we are not liable for any loss of data if you fail to maintain your own copy, nor are we responsible for restoring any data of any type of loss. We reserve the right to remove and wipe storage on Nextcloud should future upgrades need us to. You will be contacted about this before such event happens.

7. SEVERABILITY

If any provision of this Agreement is declared invalid or unenforceable, that provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining provisions will remain in full force and effect.

8. REFUSAL OF SERVICE; ADDITIONAL TERMS

We reserve the right to refuse or terminate service for any reason. We also reserve the right to specify additional terms under which we will provide service. For example, we may require additional payment guarantees from some customers before processing an order.

9. LIMITATION OF LIABILITY; NO WARRANTIES

Our services are provided on an "as-is" basis. Our entire liability and your exclusive remedy with respect to any services provided under this Agreement or any breach of this Agreement is solely limited to the amount you paid for the services. Under no circumstances shall we be liable for any direct, indirect, incidental, special or consequential damages resulting from the use of or inability to use the services (even if caused by error, omission or negligence on our part, and even if we are advised of the possibility of such damages); nor shall we be liable for the cost of substitute services.

10. SCRIPT FILE SECURITY

You are responsible for the security of script files you place on our servers. You may not use script files that contain known security vulnerabilities or that are infected with malicious code, and you may not transfer such files from other systems to our servers.

11. BANDWIDTH AND OTHER RESOURCE LIMITS

Our Nextcloud service includes "unmetered bandwidth", meaning we do not charge extra fees for high bandwidth usage. For extremely busy sites, speed restrictions may limit how much data can be transferred in a given period of time.

Limits also apply to other resource usage, including CPU, memory, and disk usage.

In addition, your account must not cause problems for our network or other equipment. We may restrict or terminate your service in the event of abnormal usage that interferes with our ability to provide service to other customers (including "denial of service" attacks by others against you).