

CasperAPI Terms of Service

Posted: 20 March 2018

Effective: 20 March 2018

Thanks for using CasperpAPI. These terms of service ("**Terms**") cover your use of and access to our services, client software and websites ("**Services**"). Our Privacy Policy explains how we collect and use your information, whilst our Acceptable Use Policy outlines your responsibilities when using our Services. By using our Services, you're agreeing to be bound by these Terms, our Privacy Policy and the Acceptable Use Policy. If you're using our Services for an organisation, you're agreeing to these Terms on behalf of that organisation.

Your Stuff & Your Permissions

When you use our Services, you provide us with things like your files, content, messages, contacts and so on ("**Your Stuff**"). Your Stuff is yours. These Terms don't give us any rights to Your Stuff except for the limited rights that enable us to offer the Services.

We need your permission to do things like hosting Your Stuff and backing it up. Our Services also provide you with features like editing or changing file name. These and other features may require our systems to access and store Your Stuff. You give us permission to do those things.

All materials are stored in the network are not encrypted, be attentive to the content that you post on the network.

Your Responsibilities

You're responsible for your conduct, Your Stuff and you must comply with our Acceptable Use Policy. Content in the Services may be protected by others' intellectual property rights. Please don't copy, upload or download unless you have the right to do so.

We aren't responsible for the content people post and share via the Services.

Safeguard your password to the Services and keep your account information current. Don't share your account credentials or give others access to your account.

You may use our Services only as permitted by applicable law, including export control laws and regulations. Finally, our Services are not intended for and may not be used by people under the age of 13. By using our Services, you are representing to us that you're over 13.

Alpha Services

We sometimes release products and features that we are still testing and evaluating. Those Services have been marked as alpha, preview, early access or evaluation (or words or phrases with similar meaning) and may not be as reliable as a stable version of the Casper API, which we

will create later., so please bear that in mind. We do not recommend using the Casper API for the long-term storage of content, since in the Alpha version every evening at 10.00 PM (Moscow timezone) we delete all content from the servers.

Our Stuff

The Services are protected by copyright, trademark and other Russia and foreign laws. These Terms don't grant you any right, title or interest in the Services, others' content in the Services, CasperAPI trademarks, logos and other brand features. We welcome feedback, but note that we may use comments or suggestions without any obligation to you.

Copyright

We respect the intellectual property of others and ask that you do too. We respond to notices of alleged copyright infringement if they comply with the law, and such notices should be reported using our Copyright Policy. We reserve the right to delete or disable content alleged to be infringing and terminate accounts of repeat infringers.

Termination

You're free to stop using our Services at any time. We reserve the right to suspend or terminate your access to the Services with notice to you if:

- (a) you're in breach of these Terms,
- (b) you're using the Services in a manner that would cause a real risk of harm or loss to us or other users, or

We'll provide you with reasonable advance notice via the email address associated with your account to remedy the activity that prompted us to contact you and give you the opportunity to export Your Stuff from our Services. If after such notice you fail to take the steps we ask of you, we'll terminate or suspend your access to the Services.

We won't provide notice before termination where:

- (a) you're in material breach of these Terms,
- (b) doing so would cause us legal liability or compromise our ability to provide the Services to our other users, or
- (c) we're prohibited from doing so by law.

Discontinuation of Services

We may decide to discontinue the Services in response to unforeseen circumstances beyond CasperAPI's control or to comply with a legal requirement. If we do so, we'll give you reasonable prior notice so that you can export Your Stuff from our systems.

Services "AS IS"

We strive to provide great Services, but there are certain things that we can't guarantee. TO THE FULLEST EXTENT PERMITTED BY LAW, CasperAPI MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES. THE SERVICES ARE PROVIDED "AS IS". WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Some places don't allow the disclaimers in this paragraph, so they may not apply to you.

Limitation of Liability

WE DON'T EXCLUDE OR LIMIT OUR LIABILITY TO YOU WHERE IT WOULD BE ILLEGAL TO DO SO – THIS INCLUDES ANY LIABILITY FOR CASPERAPI'S FRAUD OR FRAUDULENT MISREPRESENTATION IN PROVIDING THE SERVICES. IN COUNTRIES WHERE THE FOLLOWING TYPES OF EXCLUSIONS AREN'T ALLOWED, WE'RE RESPONSIBLE TO YOU ONLY FOR LOSSES AND DAMAGES THAT ARE A REASONABLY FORESEEABLE RESULT OF OUR FAILURE TO USE REASONABLE CARE AND SKILL, OR OUR BREACH OF OUR CONTRACT WITH YOU. THIS PARAGRAPH DOESN'T AFFECT CONSUMER RIGHTS THAT CAN'T BE WAIVED OR LIMITED BY ANY CONTRACT OR AGREEMENT.

IN COUNTRIES WHERE EXCLUSIONS OR LIMITATIONS OF LIABILITY ARE ALLOWED, CASPERAPI WON'T BE LIABLE FOR:

- i. ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR
- ii. ANY LOSS OF USE, DATA, BUSINESS OR PROFITS, REGARDLESS OF LEGAL THEORY.

THESE EXCLUSIONS OR LIMITATIONS WILL APPLY REGARDLESS OF WHETHER OR NOT CASPERAPI HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES.

IF YOU USE THE SERVICES FOR ANY COMMERCIAL, BUSINESS OR RESALE PURPOSES, CASPERAPI WILL HAS NO LIABILITY TO YOU FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, BUSINESS INTERRUPTION OR LOSS OF BUSINESS OPPORTUNITY. CASPERAPI IS NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USERS OF THE SERVICES.

Entire Agreement

These Terms constitute the entire agreement between you and CasperAPI with respect to the subject matter of these Terms, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms. These Terms create no third-party beneficiary rights.

Waiver, Severability & Assignment

CasperAPI's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under these Terms, and any such attempt will be void. CasperAPI may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

Modifications

We may revise these Terms from time to time to better reflect:

- (a) changes to the law,
- (b) new regulatory requirements, or
- (c) improvements or enhancements made to our Services.

If an update affects your use of the Services or your legal rights as a user of our Services, we'll notify you prior to the update's effective date by sending an email to the email address associated with your account or via an in-product notification. These updated Terms will be effective no less than 30 days from when we notify you.

CasperAPI Acceptable Use Policy

You agree not to misuse the CasperAPI services ("Services") or help anyone else to do so. For example, you must not even try to do any of the following in connection with the Services:

- breach or otherwise circumvent any security or authentication measures;
- access, tamper with or use non-public areas or parts of the Services, or shared areas of the Services you haven't been invited to;
- 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, search or create accounts for the Services by any means other than our publicly supported interfaces (for example "scraping" or creating accounts in bulk);
- send unsolicited communications, promotions or advertisements, or spam;
- send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- promote or advertise products or services other than your own without appropriate authorisation;
- sell the Services unless specifically authorised to do so;
- publish or share materials that are unlawfully pornographic or indecent, or that contain extreme acts of violence;
- advocate bigotry or hatred against any person or group of people based on their race, religion, ethnicity, sex, gender identity, sexual preference, disability or impairment;
- violate the law in any way, including storing, publishing or sharing material that's fraudulent, defamatory or misleading; or
- violate the privacy or infringe the rights of others.