

# Terms of Service, EULA and Privacy Policy

*Last modified on January 6, 2015.*

These Terms of Service ("Terms") govern your access to and use of [www.WhiteCloudSecurity.com](http://www.WhiteCloudSecurity.com) and our products and services ("Services"), and any information, text, graphics, URLs, files, audio, video, photos or other materials uploaded, downloaded or appearing on the Services ("Content"). Any reference to "you" or "your" means you as user of the Services, any reference to "we", "us", "our" or "White Cloud" is to White Cloud Security, Inc., the company that owns White Cloud. Both White Cloud and White Cloud Security, Inc. are privately owned. Unless otherwise specified, these Services are for your personal and commercial use.

By using and/or accessing our Services, you agree that you have read, understood and consent to be bound by these Terms.

By downloading any White Cloud Security software or product, you agree that you have read, understood and consent to be bound by these Terms and those of the White Cloud Security End User License Agreement ("EULA").

More information on White Cloud's Terms of Usage can be found in the

- [End User License Agreement \("EULA"\)](#). ([PDF Format](#)), and
- [Privacy Policy](#).

## Use of the Services

You must follow all policies made available to you within the Services. You also agree:

- to use the Services only for lawful purposes, in a manner which is not expressly prohibited by these Terms, and in a manner which does not infringe the rights or interests of White Cloud or third parties;
- to abstain from any activity that could damage, overload, harm or impede the normal functioning of the Services. Similarly, and in

- accordance with applicable legislation, you will refrain from illicitly or fraudulently obtaining or using content; and
- not to use the Services in any way that could directly or indirectly hinder the anti-malware industry.

## Account Creation and Deletion

White Cloud offers certain Services that may require the creation of a personal account (e.g. [White Cloud Public Service](#)). Depending on the information provided in the registration and profile building process, this account may uniquely identify you. Any comment or post shared will be linked to you.

To promote information sharing accountability, accounts and user Content (for example, comments, posts, etc.) generally will not be deleted, unless there is copyright infringement, they are offensive/illegal, serve any other unethical/malicious purpose, or otherwise violate these Terms.

Account Owners who wish to cease their activity in White Cloud Community may perform the cease request through our public [contact form](#).

## Passwords and Personal Keys/Credentials

You are responsible for safeguarding any password/keys/credentials used to access the Services and for any activities or actions under these credentials. We recommend the use of "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols). White Cloud cannot and will not be liable for any loss or damage arising from your failure to comply with this guidance.

## Privacy

White Cloud's [Privacy Policy](#) explains how we treat your personal data and protect your privacy when you use our Services.

## Copyright

White Cloud will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your content has been copied in a way that constitutes copyright infringement, please provide us with the following information:

- (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf;
- (ii) identification of the copyrighted work claimed to have been infringed;
- (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- (iv) your contact information, including your address, telephone number, and an email address;
- (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Please send any notice of alleged copyright infringement to:

Attn: Copyright  
White Cloud Security, Inc.  
P.O. Box 170422  
Austin, Texas 78717  
USA

In appropriate circumstances, White Cloud may also terminate/block a user's account if the user is determined to be a repeat infringer.

## **Your Content in our Services**

You retain all ownership rights in any submission you may make and you confirm that you are the original owner of any content you submit or that you have the necessary rights and permissions to authorize us to use your content. In particular, you promise that you have obtained the permission of all of the people featured or referred to in the Content (and if they are under 18 their parents or guardians as well) to our use of the Content on the Services. You agree to give us evidence of all such rights and permissions if so requested by us.

When you upload or otherwise submit content, you give White Cloud (and those we work with) a worldwide, royalty free, irrevocable and transferable licence to use, edit, host, store, reproduce, modify, create derivative works, communicate, publish, publicly perform, publicly display and distribute such content.

If you do not want the content provided by you to White Cloud to be disclosed in the manner set out in these Terms or in the [Privacy Policy](#), do not send it/share it with White Cloud or the White Cloud Community.

## **White Cloud Rights**

All rights, title, and interest in and to the Services (excluding third party brand names) are and will remain the exclusive property of White Cloud and its licensors. Nothing in these Terms should be construed as conferring by implication or otherwise any licence or right under any copyright, patent, trade mark, database right, sui generis right or other intellectual property or proprietary interest of White Cloud, its licensors or any third party. We reserve the right to remove any Content without prior notice and at our sole discretion.

Additionally, nothing in the Terms gives you a right to use the White Cloud trademarks, logos, domain names, and other distinctive brand features.

Any feedback, comments, or suggestions you may provide regarding White Cloud or the Services is entirely voluntary, and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

## Changes in Services

The Services provided by White Cloud are constantly evolving, and the form and nature of the Services that White Cloud provides may change from time to time without prior notice to you. Any changes to the Services, including the release of new White Cloud features, are subject to these Terms. In addition, White Cloud may stop (permanently or temporarily) providing the Services (or any features within the Services) without providing prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you.

## Disclaimers

Your access to and use of the Services is at your own risk. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, WHITE CLOUD SECURITY, Inc., AND ITS AFFILIATES, AGENTS, PARTNERS AND SUBSIDIARIES DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

You also agree that White Cloud has no responsibility or liability for the deletion of, or the failure to store or to transmit, any content and other communications maintained by the Services.

The Services may contain links to third-party websites or resources. They may also contain comments and/or posts with non-anchored linked URLs. You acknowledge and agree that we are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by White Cloud of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

**Please note that user comments on URLs and files may contain URLs/links leading to malware.**

## **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHITE CLOUD SECURITY, Inc., AND ITS PARENT, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; AND (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

## **Viruses, Hacking and Other Offenses**

You must not misuse our Services. You must not attempt to gain unauthorized access to our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your access to or use of the Services or any third party content or websites.

## **About These Terms**

These Terms, our EULA and the White Cloud Privacy Policy are the entire and exclusive agreement between White Cloud and you regarding the

Services (excluding any services for which you may have a separate agreement with White Cloud that is explicitly in addition or in place of these Terms - e.g. premium private services), and these Terms supersede and replace any prior agreements between you and White Cloud regarding the Services.

Please note that we may update and amend these Terms from time to time and any changes will be posted on the website. By continuing to access the Services after any changes become effective, you agree to be bound by the revised Terms.

The failure of White Cloud to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms will remain in full force and effect.

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Texas, USA. The Texas and U.S. federal courts will have exclusive jurisdiction over any claim arising from, or related to the Services although we retain the right to bring proceedings against you for breach of the Terms in your country of residence or any other relevant country.

For information about how to contact White Cloud, please visit our [contact us page](#)