

The Following Terms of Use (the "New Terms") have come into effect for all new customers as and from 3rd January 2017. All existing customers (who signed up prior to 3rd January 2017) should have been contacted by Livedrive about the New Terms, and as stated in that email, existing customers have the right to decline to accept these New Terms and terminate their Livedrive contract. If you so wish to terminate your contract, you are obliged to contact by phone on (+44) 020 3549 3508 between 9am - 6pm (GMT) Monday - Friday, stating that you do not accept the New Terms and wish for us to terminate your service effective 2nd February 2017. All other existing customers shall be deemed to have accepted the New Terms if they do not contact us before 2nd February 2017. A copy of the pre-existing terms is [available here](#) for reference.

Terms of Use

General Terms

These terms of service (the "Terms of Use") govern your access to and use of all Livedrive Internet Limited ("Livedrive") services (the "Services"), whether sold to you directly by Livedrive or through a Livedrive authorised retail electronic outlet ("a Retail Outlet"). Where the context so permits, the words "we", "our" and "us" refer to Livedrive, including its successors and assigns. Please read these Terms of Use carefully before using the Services. Please note that in these Terms of Use, a reference to our providing you with "notice" shall mean a message sent to your registered email address unless otherwise stated.

1. By using the Services you agree to be bound by these Terms of Use in their entirety for the period of time agreed between the parties, encompassing both the initial billing period agreed at sign-up and such further periods as are renewed automatically (each a "Fixed Contract Period") in accordance with these Terms of Use.
2. If you are using the Services on behalf of an organisation then you are agreeing to these Terms of Use for that organisation and confirm that you have the authority to bind that organisation to these Terms of Use. In that case "you" and "your" will refer to that organisation.
3. Use of and Changes to the Services:
 1. You may use the Services only in compliance with these Terms of Use.
 2. You may use the Services only if you have the power to form a contract with Livedrive and are not barred under any applicable laws from doing so.
 3. The Services may continue to change over time as we refine and add more features and we may modify any content from the Services from time to time.
 4. In the event of a material change as set out in clause 3(c), we will provide any user of that aspect of the Services with at least 30 days' notice prior to taking such action, save where the changes to the Services are the result of (i) minor technical adjustments which can be of no real significance to your use of the Services; (ii) changes required by law; (iii) changes required by necessity (e.g. to ensure the integrity or security of the Services or your data) or (iv) enhancements to the Services to reflect advancements in technology

for your benefit, in which case we may not be able to provide you with 30-days prior notice and instead notice may be provided to you after the date of the material change.

5. Livedrive shall not increase the price of the Services during the fixed term of this Agreement.
6. The notice referenced in clause 3(d) shall set out the scope of the change and enable you to understand the impact of this change on the delivery of the Services.
7. If you do not agree to the material change made to the Services described in 3(d) above, you may terminate your use of the Services within 30 days of receiving the notice, and should you decide to terminate, you shall be entitled to a refund of fees paid for the unexpired portion of the Fixed Contract Period (please refer to clause 19).
8. It is our intention that any such modification as set out in clause 3(c) would not materially reduce the functionality of the Services, however in the exceptional cases where the functionality is materially affected by the modification, we will phase out the modification over a period of 12 months, ensuring that the Service to you remains unaffected for the duration of your Fixed Contract Period, and shall provide you with a clause 3(d) notice prior to your next renewal date to explain the modification to the Services.

Activation, Your Files and Privacy

4. By using our Services you provide us with information, files, and folders that you submit to Livedrive (together, "your files"). You retain full ownership to your files. We don't claim any ownership of any of your files. These Terms of Use do not grant us any rights to your files or intellectual property except for the limited rights that are needed to run the Services, as explained below.
5. The Services may be activated in one of two ways. You may commence the use of the Services by uploading your files, or in the case of a purchase from a Retail Outlet, if you have not taken steps to activate the Services in the three months after purchase, the Services will be automatically activated without further reference to you. You will be sent an activation email following activation as long as you have provided us with a valid email address.
6. By using our Services you agree to us hosting your files and sharing your files with third parties nominated by you. In addition, as part of the Services we will process information in your files in order make back up files and to display your files to you in a manner that will assist you in using the Service, including image thumbnails or document previews. We may share your information with selected third parties, including sub-contractors who may perform some or all of the Services on our behalf. Subject to these exceptions, we will not share your files with any third party without first obtaining your consent.
7. Aside from the rare exceptions we identify in the Livedrive [Privacy Policy](#), no matter how the Services change, we won't share your content with others, including law enforcement agencies, for any purpose unless you direct us to. How we collect

and use your information generally is also explained in the Livedrive [Privacy Policy](#).

8. You are solely responsible for your conduct, the content of your files, and your communications with others while using the Services. For example, it's your responsibility to ensure that you have the rights or permission needed to comply with these Terms of Use.
9. We may choose to review public content for compliance with our community guidelines, but you acknowledge that Livedrive has no obligation to monitor any information on the Services. We are not responsible for the accuracy, completeness, appropriateness, or legality of files, user posts, or any other information you may be able to access using the Services.

Sharing

10. The Services provide features that allow you to share your files with others or to make your files public. There are many things that users may do with your files (for example, copy it, modify it, re-share it). Please consider carefully what you choose to share or make public. Livedrive has no responsibility for that activity.

Modifications

11. We may revise these Terms of Use from time to time and you shall be provided with at least 30 days' notice of such revisions, while the most current version will always be posted on the Livedrive website (<https://www.livedrive.com/terms-of-use>). By continuing to access or use the Services after revisions become effective, you agree to be bound by Terms of Use then prevailing. If you do not agree to the revised Terms of Use, you may terminate your use of the Services within 30 days of receiving the notice, and should you decide to terminate, you shall be entitled to a refund of fees paid for the unexpired portion of the Fixed Contract Period (please refer to clause 19).

Software and Updates

12. Some of our Services require you to download a client software package ("Software"). Livedrive hereby grants you a limited, non-exclusive, non-transferable, revocable license to use the Software, solely to access the Services. Your license to use the Software is automatically revoked if you violate these Terms of Use in a manner that implicates our intellectual property rights. We hereby reserve all rights not expressly granted in these Terms of Use. You must not reverse engineer or decompile the Software, nor attempt to do so, nor assist anyone else to do so. Our Services may update the Software on your device automatically when a new version is available. Your acceptance of such updates is required under the Terms of Use.

Account Security

13. You are responsible for safeguarding the password that you use on your Livedrive account to access the Services (the “Account”) and you agree not to disclose your password to any third party. You are responsible for any activity using your Account, whether or not you authorised that activity. You should immediately notify Livedrive of any unauthorised use of your Account.

Your General Responsibilities

14. Files and other content in the Services may be protected by intellectual property rights of others. Please do not copy, upload, download, or share files unless you have the right to do so. Livedrive reserves its right to delete files (without notice to you) where it has a reasonable belief that you do not have the right to copy, upload, download or share such files. You, not Livedrive, will be fully responsible and liable for what you copy, share, upload, download or otherwise use while using the Services. You must not upload spyware or any other malicious software to the Services.
15. You, and not Livedrive, are responsible for maintaining and protecting all of your files and understand that unless clearly stated otherwise, Livedrive is providing you with a backup service and will not be liable for any loss or corruption to the files that you backup arising from your actions. There are no additional costs and expenses for restores using the Livedrive system, however should you request a custom restore outside of the Livedrive system, any additional costs and expenses will be explained to you prior to the custom restore, and you will be responsible for the discharge of same.
16. If your contact information, or other information related to your Account, changes, you must notify us promptly and keep your information current.

Limitation of Liability

17. Nothing in these Terms of Use will affect your statutory rights. While we limit liability in clause 18, we do not in any way exclude or limit our liability for the following:
 1. death or personal injury caused by our negligence;
 2. fraud or fraudulent misrepresentation;
 3. any breach of your statutory rights under the Consumer Rights Act 2015; and
 4. defective products under the Consumer Protection Act 1987, as may be amended from time to time.
18. If we fail to comply with these Terms of Use, we (and not any Retail Outlet) are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms of Use or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious

consequence of our breach or if it was contemplated by you and us at the time we entered into this contract. The Service is intended for private and non-commercial use, and any other use that you put this product to is effected at your own risk, and we (and any Retail Outlet) have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. Livedrive's aggregate liability to you, save as set out in clause 17, shall be limited to the greater of £50 or the amounts paid by you to Livedrive (or the Retail Outlet) for the past three months.

Termination

19. You can terminate your Services at the end of your Fixed Contract Period by contacting us by phone between 9am - 6pm (GMT) Monday - Friday on (+44) 020 3549 3508 at least one week prior to the end of your Fixed Contract Period. If you are a consumer within your free trial period or the first 14 days of any renewal period, please see Section 27 for additional termination rights. Fees paid by you to us prior to your decision to stop using our Services will not be refunded to you, unless your decision to stop using our Services follows a change in:
1. the content of the Services as set out in clause 3;
 2. the Terms of Use as set out in clause 11; or
 3. the Fees as set out in clause 30;

in which cases your fees shall be refunded pro-rata for the unexpired portion of your Fixed Contract Period.

20. We reserve the right at our discretion to not permit you to renew your use of the Services by providing you with at least 4 weeks' notice prior to the end of the Fixed Contract Period.
21. In the event of a material breach by you of these Terms of Use (as set out below) or as required by law or requirements set down by government agencies, we retain the right to suspend or terminate the provision of these Services to you, with 10 days notice to you, and where possible provide you with an opportunity to remediate the situation within this 10 day period. Where remediation is not possible or is not effected by you, then at the end of this notice period, we shall terminate for material breach of these Terms of Use, and no refund of any fees paid will be offered. It shall constitute a material breach of these Terms of Use if we have a reasonable belief that you:
1. use the Services in any way that would cause us legal liability or be deemed a use for an illegal purpose;
 2. use the Services in such a manner that has the effect of disrupting others' use of the Services;
 3. repeatedly or flagrantly violate any of these Terms of Use;
 4. act in conflict with a court order, or our providing the Services to you is in breach of a court order;
 5. represent a danger to the best interests of other customers or third-parties;

6. exceed your Usage Limit repeatedly, or exceed your Usage Limit on one occasion when that Usage Limit represents the highest available limit;
 7. fail to disclose the number of devices on which you are running Livedrive Backup, be they multidrive devices, network-attached (NAS) hard drives, or external drives (collectively “External Storage Devices”) or otherwise;
 8. directly or indirectly reverse engineer, decompile, disassemble, modify, reproduce or create derivative works of the Services or manipulate Services in any manner not specified by us;
 9. are found to have used the Services to store, backup or distribute material protected by intellectual property rights (including copyright) of a third-party unless you own or have appropriate rights to such material;
 10. engage in activity that damages or is likely to damage our tangible or intangible assets; or
 11. otherwise act in breach of the terms of our Acceptable Use Policy
22. If we suspend or terminate your use, we will use commercially reasonable efforts to work with you to retrieve your files at no additional fee.

Jurisdiction

23. These Terms of Use and the use of the Services and Software will be governed by the laws of England and Wales (subject to you establishing a right to bring a claim under the governing law of another jurisdiction). You can bring claims arising out of or relating to these Terms of Use or the Services or Software to
 1. the European Commission Online Dispute Resolution platform for online resolution (<https://webgate.ec.europa.eu/odr/>); or
 2. the English courts, or if you live in Northern Ireland or Scotland, the Northern Irish or Scottish respectively. If you do not live in these jurisdictions, then depending on your homeplace, you may also be entitled to bring a claim in your home court.
24. These Terms of Use constitute the entire and exclusive agreement between you and Livedrive with respect to the Services, and supersede and replace any other agreements, terms and conditions applicable to the Services. These Terms of Use create no third party beneficiary rights. Livedrive’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 these Terms of Use 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 in these Terms of Use, and any such attempt is void, but Livedrive may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. Livedrive and you are not legal partners or agents; instead, our relationship is that of independent contractors.

Free Trial Period and Statutory Cancellation Right

25. Services are provided to all consumers on a free trial basis (duration of at least 14 days, to be confirmed to you at sign-up), and payment will be taken for the first Fixed Contract Period when the applicable free trial period ends, and not when you enter your billing details (which will be required prior to the commencement of the free trial period).
26. The first renewal date for the contract shall be deemed to be the Fixed Contract Period plus the applicable free trial period, thereafter the renewal dates shall occur on the expiry of the applicable Fixed Contract Period.
27. If you wish to invoke your statutory right under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 to cancel your contract during the free trial period or for 14 days after each renewal date, you may do so by calling (+44) 020 3549 3508 between 9am - 6pm (GMT) Monday - Friday, or alternatively you can download, complete and return [this form](#) by email or fax to us, at any time prior to the end of the free trial period.
28. If you do not cancel your contract prior to the end of the free trial period or during the 14 days cancellation periods as set out in clause 27, the fees for the first Fixed Contract Period will become due.

Fees

29. All fees payable by you for the Services shall be in accordance with the scale of fees and rates published from time to time by us on our web site (the "Pricing Structure"), and shall be due and payable for provision of the Services in advance of each Fixed Contract Period.
30. The Pricing Structure is determined by pre-agreed usage limits with you ("Usage Limit"). We reserve the right to alter the Pricing Structure, including ceasing to offer elements of the Services as provided for in clause 3. The current Pricing Structure will always be posted on our website and where a significant change (meaning a change that would lead to you paying more for the Services) is made to the Pricing Structure, we will provide you with notice at least 30 days prior to that new Pricing Structure being applied to the Services we provide you. By continuing to access or use the Services after receiving such notice, you agree to be bound by the revised Pricing Structure **as and from the start of the next Fixed Contract Period**. If you do not agree to the new Pricing Structure, you can then notify us that you want to discontinue use of the Services.
31. In the event that your actual usage increases so that you exceed your Usage Limit, then we reserve the right to charge you for the additional disc space required or to migrate you to a higher Usage Limit (collectively a "Migration") prior to the end of the Fixed Contract Period, consistent with your increased actual usage. We are not obliged to contact you prior to a Migration, however such Migration is likely to incur additional fees for you under the Pricing Structure and we will provide you with notice of these additional fees following your usage increase. If you do not agree to the Migration decision and do not wish to pay the additional fees, you must then notify us that you want to revert to the previous Usage Limit and take the required steps to effect this change, i.e. a reduction in your usage. Please note that if your actual usage is such that you exceed the highest available Usage Limit

available at that time, then it is possible that no such Migration is possible, and we reserve the right to terminate the Services without notice to you in accordance with clause 21(f) of these Terms of Use.

32. All fees for our Services are due in advance and your contract will automatically renew on the expiry of the Fixed Contract Period, at which point fees for the following Fixed Contract Period become payable. Livedrive shall provide you with notice of the renewal at least 30 days prior to the expiry of the Fixed Contract Period. If you choose to pay by credit or debit card then you authorise Livedrive to debit your card with the fees due, and to avoid interruptions in the Services caused by rejected credit or debit card charges, Livedrive reserves the right to update your credit or debit card details (such as expiration dates) where this is not prohibited by law. **YOU UNDERSTAND AND AGREE THAT LIVEDRIVE IS ENTITLED TO OBTAIN SUCH UPDATED CARD DETAILS, STORE THEM AND USE THEM TO BILL CHARGES.** If you wish to cancel your contract with Livedrive, you must do so by calling (+44) 020 3549 3508 between 9am - 6pm (GMT) Monday - Friday at least one week before the expiry of the Fixed Contract Period.
33. All fees paid to us are non-refundable except in circumstances set out in these Terms of Use.
34. You acknowledge that in the event that you chose to issue a chargeback via your bank in relation to any fees charged by us, there is a risk that you will be liable for our costs in dealing with the chargeback and recovering any fees properly due to us under the Terms of Use.

Intellectual Property

35. Please be aware that we may use any feedback, comments, or suggestions that you send us or post in our forums without any obligation to you.
36. The Software and other technology we use to provide the Services are protected by copyright, trademark, and other laws of both the United Kingdom and foreign countries. These Terms of Use do not grant you any rights to use the Livedrive trademarks, logos, domain names, or other brand features.

Additional Terms applicable to use of Livedrive Backup

37. Some Services, including Livedrive Backup and Livedrive Pro Suite (the “Backup Packages”) are sold on condition that the data being backed up is stored on the internal hard drives of devices that are not classified as External Storage Devices (as defined above), and that the number of such devices does not exceed the limits stipulated in the Pricing Structure. In the event that you wish to backup data stored on External Devices, you are required to disclose this to us and pay such additional storage related charges as set out in the Pricing Structure for that Backup Packages.
38. An upper limit on the number of devices from which backup can be run will be included on each Backup Package. The applicable upper limit will be notified to you at time of Backup Package sale. The upper limit for any single internal or external drive will exclude External Backup Devices, for which the Pricing

Structure includes a separate charging methodology. In the event that the number of devices exceeds the applicable limit on the Backup Package sold, Livedrive reserves the right, but is not under an obligation, to increase the upper limit of your Backup Package without prior notification to you, and increase the charges accordingly.

39. With the exception of our business service, Services that include Livedrive Backup are not to be used for archiving. You must at all times hold an original copy of the data in the original location on the system it was backed up from and ensure that any External Storage Devices are always connected whilst the Software is running. If you delete files from your computer that have been backed up or disconnect External Storage Devices that have been backed up we will remove the corresponding backup from our servers.
40. You must at all times run the Software on any computer that is being backed up and you must ensure this computer connects to the Internet at least once every 30 days. Livedrive will remove backups for computers that have not connected to the service for 30 days.
41. If you wish to restore data backed up onto our servers we may require up to 72 hours notice. Whilst ordinarily we would expect your data to be available for restore immediately, we reserve the right to archive data in facilities where it may not be available for immediate access.

Acceptable Use

You agree not to misuse the Services. For example, you must not, and must not attempt to, use the Services to do the following things:

1. Probe, scan, or test the vulnerability of any system or network;
2. Breach or otherwise circumvent any security or authentication measures;
3. Access, tamper with, or use non-public areas of the Services, shared areas of the Services which you have not been invited to, Livedrive (or our service providers') computer systems;
4. 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;
5. Plant malware or otherwise use the Services to distribute malware;
6. Access or search the Services by any means other than our publicly supported interfaces (for example, "scraping");
7. Send unsolicited communications, promotions or advertisements, or spam; send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
8. Publish anything that is fraudulent, misleading, or infringes another's rights; promote or advertise products or Services other than your own without appropriate authorisation;
9. Impersonate or misrepresent your affiliation with any person or entity;
10. Publish or share materials that are unlawfully pornographic or indecent, or that advocate bigotry, religious, racial or ethnic hatred;

11. Violate the law in any way, or violate the privacy of others, or defame others.

Copyright Policy

Livedrive will respond expeditiously to claims of copyright infringement committed using the Livedrive service and/or the Livedrive website (the "Site") if such claims are reported to Livedrive in the manner identified in the sample notice below.

If you are a copyright owner, authorized to act on behalf of one, or authorised to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through the Site by completing the following Notice of Alleged Infringement and delivering it by postal mail to the address below.

Notice of Alleged Infringement ("**Notice**")

1. Identify the copyrighted work that you claim has been infringed, or – if multiple copyrighted works are covered by this Notice - you may provide a representative list of the copyrighted works that you claim have been infringed.
2. Identify the material or link you claim is infringing (or the subject of infringing activity) and to which access is to be disabled, including at a minimum, if applicable, the URL of the link shown on the Site or the exact location where such material may be found.
3. Provide your company affiliation (if applicable), mailing address, telephone number, and, if available, email address.

Include both of the following statements in the body of the Notice:

"I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."

"I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of, the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."

Provide your full legal name and your electronic or physical signature.

Deliver this Notice, with all items completed, to:

Livedrive Internet Ltd.
The Battleship Building
179 Harrow Road

London, W2 6NB
United Kingdom

Livedrive will investigate the complaint and, where an infringement of copyright is identified, Livedrive shall take all necessary steps to resolve the disputed use of copyrighted materials, including where appropriate, terminating the delivery of the Services to the subject of the complaint.

Data Protection and Transfer

Livedrive Internet Limited is the data processor and you are the data controller in relation to any personal data processed pursuant to this Agreement. As data processor, Livedrive Internet Limited shall, in relation to personal data (as defined in the Data Protection Act 1998, the “DPA”) provided by you or generated arising from the Appointment under these Terms of Use:

1. not process any such personal data, other than for the provision of the Services and in accordance with the performance of its obligations under the Terms of Use;
2. in accordance with the DPA, apply appropriate technical and security measures to protect any such data against unauthorised or unlawful processing and against accidental loss, destruction or damage; and
3. notify you as soon as reasonably possible and in any event within 5 business days about:
 1. any legally binding request for disclosure of personal data processed under these Terms of Use by a law enforcement or other competent authority unless prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation and
 2. any accidental or unauthorised access to personal data processed under these Terms of Use.

In order for us to process your payment details and manage your Appointment, it may be necessary for us to transfer limited classes of personal data, but not your files, to the United States. In entering into these Terms of Use, you confirm that Livedrive Internet Limited is appointed as your agent to effect such personal data transfer to the United States of America (the “Location”). This appointment has effect from the date of the Appointment. You authorise Livedrive Internet Limited (or any person designated by Livedrive Internet Limited) to enter into the appropriate form of model contract for the transfer of personal data to third countries (the “Model Contract”) in your name and on your behalf for the purpose of legitimising the transfer of personal data to a subprocessor situated in the Location. Livedrive Internet Limited has entered into such Model Contract with j2 Cloud Services Inc. and KeepItSafe, Inc. in accordance with applicable E.U. and national data protection law.