

Company online website “Terms & Policy”

A customer who creates an accounts or shops from DesertClouds.com website must accept the Terms and Policy to conduct a business. This is mandatory to protect DesertClouds as company, as well as the customer as consumers of company cloud services, legally.

Terms of Service

Posted: July 2018

Effective: Oct 2018

Thanks for using DesertClouds.com! These terms of service (“Terms”) cover your use and access to our Cloud Services, Client Software and Websites are termed as “Services” or “our Services”. DesertClouds, DesertClouds.com and its logo are termed as “Company” or “Us” or “We”. If you reside inside of the Kingdom of Saudi Arabia (KSA), and Gulf Corporation Council (GCC) your agreement is with DesertClouds.com Co., and if you reside outside of KSA, your agreement is with DesertClouds.com International.

DesertClouds.com “Privacy Policy” explains how we collect, store and use your information while our “Acceptable Use Policy” outlines your responsibilities when using our Services. By using our Services, you’re agreeing to be bound by these Terms, Privacy Policy, and Acceptable Use Policy. If you’re using our Services for an organization, you’re agreeing to these Terms on behalf of that organization.

Your Data & Your Permissions

When you use DesertClouds Services, you provide us with your content data such as files, content, messages, contacts, and so on termed “Your Data”. Your Data is yours and will remain yours. These Terms don’t give us any rights to Your Data except for the limited rights to store, backup and maintain data to enable us to provide you our Services. We need your permission to do things like hosting Your Data, backing it up, and sharing it your authorized people when you ask us to do so. Our Services also provide you with features like photo thumbnails, document previews, commenting, easy sorting, editing, sharing, and searching. These and other features may require our systems to access, store, and scan Your Data. You give us permission to do the above, and this permission extends to our affiliates and trusted third parties we work with.

Sharing Your Data

Our Services let you share Your Data with others, so please think carefully about what you share and with whom, is your responsibility.

Your Responsibilities

You're responsible for your conduct. Your Data 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, download, or share content unless you have the right to do so.

We may review your conduct and content for compliance with these Terms and our Acceptable Use Policy, however, we are under no obligation to do so. We aren't responsible for the content people post and share via the Services.

Help us keep you informed and Your Data protected. 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, to use our Services, you must be at least 13, or in some cases, even older. Please check your local law for the age of digital consent. If you don't meet these age requirements, you may not use the Services.

Software

Some of our Services allow you to download client "Software" which may update automatically. So long as you comply with these Terms, we give you a limited, nonexclusive, nontransferable, revocable license to use the Software, solely to access the Services. To the extent any component of the Software may be offered under an open source license, we'll make that license available to you and the provisions of that license may expressly override some of these Terms. Unless the following restrictions are prohibited by law, you agree not to reverse engineer or decompile the Services, attempt to do so, or assist anyone in doing so.

Beta Services

We sometimes release products and features that we are still testing and evaluating. Those Services have been marked beta, preview, early access, or evaluation (or with words or phrases with similar meanings) and may not be as reliable as DesertClouds.com other Services, so please be aware of that.

Our Property

DesertClouds.com Services are protected by copyright, trademark, and other KSA and International laws. These Terms don't grant you any right, title, or interest in the Services, others' content in the Services, DesertClouds.com 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. Our designated agent for notice of alleged copyright infringement on the Services is:

Copyright Agent,
DesertClouds.com, Hail Center Suite 1213, Second Floor,
King Fahad Road, Intersection Khalid Bin Walid Road, Al-Khobar 31952, KSA
copyright@DesertClouds.com

Paid Accounts

Billing. You updated your trail/free account to a paid account and add paid features to your account (turning your account into a "Paid Account"). We'll automatically bill you from the date you convert to a Paid Account and on each periodic renewal until cancellation. If you're on an annual plan, we'll send you a notice email reminding you that your plan is about to renew within a reasonable period of time prior to the renewal date. You're responsible for all applicable taxes, and we'll charge tax when required to do so. Some countries have mandatory local laws regarding your cancellation rights, and this paragraph doesn't override these laws.

No Refunds. You may cancel your DesertClouds.com Paid Account at any time. If a yearly contract was in effect, which entails a free device, you can keep the free device, but you will be billed for the remaining months of the yearly period.

Downgrades. Your Paid Account will remain in effect until it's cancelled or terminated under these Terms. If you don't pay for your Paid Account on time, we reserve the right to suspend it or reduce your account to a trail/free level.

Changes. We may change the fees in effect but will give you an advance notice of these changes via a message to the email address associated with your account.

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
- (c) you don't have a Paid Account and haven't accessed our Services for 12 consecutive months.

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 Data 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 DesertClouds' 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 Data from our systems. If we discontinue Services in this way before the end of any fixed or minimum term you have paid us for, we'll refund the portion of the fees you have pre-paid but haven't received Services for. This would be considered exception to our no refund policy.

Service Delivery

DesertClouds.com is a Managed Cloud Service Provider (MCSP) therefore all its Services are delivered on-line through the Internet, and are dependent on a reliable Internet connection from a local service provider network to its customers.

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, DesertClouds.com AND ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS MAKE 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 DesertClouds.com OR ITS AFFILIATES' 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, DesertClouds.com, ITS AFFILIATES, SUPPLIERS OR DISTRIBUTORS 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 DesertClouds.com OR ANY OF ITS AFFILIATES HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES.

IF YOU USE THE SERVICES FOR ANY COMMERCIAL, BUSINESS, OR RE-SALE PURPOSE, DesertClouds.com, ITS AFFILIATES, SUPPLIERS OR DISTRIBUTORS WILL HAVE NO LIABILITY TO YOU FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITY. DesertClouds.com AND ITS AFFILIATES AREN'T RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICES.

OTHER THAN FOR THE TYPES OF LIABILITY WE CANNOT LIMIT BY LAW (AS DESCRIBED IN THIS SECTION), WE LIMIT OUR LIABILITY TO YOU TO THE GREATER OF \$20 USD OR 100% OF ANY AMOUNT YOU'VE PAID UNDER YOUR CURRENT SERVICE PLAN WITH DesertClouds.com.

Resolving Disputes

Let's Try to Sort Things Out First. We want to address your concerns without needing a formal legal case. Before filing a claim against DesertClouds.com, you agree to try to resolve the dispute informally by contacting dispute-notice@DesertClouds.com. We'll try to resolve the dispute informally by contacting you via email. If a dispute is not resolved within 15 days of submission, you or affiliate may bring a formal proceeding.

Judicial forum for disputes. You and DesertClouds.com agree that any judicial proceeding to resolve claims relating to these Terms or the Services will be brought in KSA or court of another country court where service contact was signed, subject to the mandatory arbitration provisions below. Both you and DesertClouds.com consent to venue and personal jurisdiction in such courts

Controlling Law

These Terms will be governed by in Kingdom of Saudi Arabia law except for its conflicts of laws principles. However, some countries have laws that require agreements to be governed by the local laws of the consumer's country. This paragraph doesn't override those laws.

Entire Agreement

These Terms constitute the entire agreement between you and DesertClouds.com 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

DesertClouds.com'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. DesertClouds.com 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.

If you don't agree to the updates we make, please cancel your account before they become effective. Where applicable, we'll offer you a prorated refund based on the amounts you have prepaid for Services and your account cancellation date. By continuing to use or access the Services after the updates come into effect, you agree to be bound by the revised Terms.