

AP-it
LIVEDRIVE TERMS OF USE

The following are abbreviated Terms of Use for the Livedrive Online Storage Service. The full prevailing Terms of Use can be found on the Livedrive website (www.livedrive.com/terms-of-use).

1. These terms of service (the "Terms of Use") govern your access to and use of all Livedrive Internet Ltd ("Livedrive") services (the "Services") sold to you in this case by an authorised reseller (AP-it).
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 all cases you agree that the Services may only be used in compliance with these Terms of Use.
3. By using the Services you provide Livedrive ("us" ,"we") with information, files and folders ("your files") for which you retain full ownership, we do not claim ownership of any of your files and we have no rights to your files or intellectual property included therein.
4. By using the Services you agree to us hosting your files and sharing your files with third parties nominated by you.
5. You are solely responsible for your conduct and the content of your files and your communication with others while using the services.
6. 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 your files, user posts or any other information you may be able to access using the Services.
7. The Services provide features that allow you to share your files with others or to make your files public. Please consider carefully what you choose to share or make public and be aware that Livedrive has no responsibility for any such actions.
8. We may vary these Terms of Use from time to time but the most current version will always be posted on the Livedrive website.
9. You are responsible for safeguarding the password that you use on your Livedrive account to access the Services 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 advise your reseller (AP-it) or Livedrive of any unauthorised activity on your account.

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10. 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 with others unless you have the right to do so. We reserve the right to delete files (without notice to you) where we have 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 any such actions whilst using the Services. You must not upload spyware or any other malicious software to the Services.
11. You, and not Livedrive, are responsible for maintaining and protecting all of your files and you understand that, unless clearly stated otherwise, Livedrive is providing you with a backup service and will not be responsible for any loss or corruption to the files that you backup arising from your actions.
12. Nothing in these Terms of Use will affect your statutory rights and notwithstanding any liability we limit in these Terms of Use we do not in any way exclude or limit our liability for the following:
- a. death or personal injury caused by our negligence:
 - b. fraud or fraudulent misrepresentation:
 - c. any breach of your statutory rights under the Consumer Rights Act 2015: and
 - d. defective products under the Consumer Protection Act 1987, as may be amended from time to time.
13. If we fail to comply with these Terms of Use we (and not any reseller) 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 you entered into the contract with the reseller (AP-it). We and the reseller (AP-it) 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 12 above, shall be limited to the greater of £50 or the amounts paid by you to the reseller (AP-it) for the past 3 months.
14. You can end your subscription to our Services by advising the reseller (AP-it) in writing not less than 1 week before the end of your contract period with the reseller (AP-it) and fees paid by you prior to this advice will not be refunded except specified circumstances.
15. In the event of a material breach by you of these Terms of Use (as detailed in clause 21 of the full Terms of Use) we reserve the right to suspend or terminate the provision of these Services to you on 10 days notice and where possible provide you with an opportunity to remedy the situation within this 10 day period. Where a remedy is not possible or not effected by you, then at the end of this notice period, we shall terminate for material breach and no refund of any fees paid will be offered.

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16. Services are provided to all consumers on a free trial basis of at least 14 days to be confirmed at sign up with fees for the first contract period to be billed after the free trial period ends. If you wish to cancel your contract during the free trial period you need to advise the reseller (AP-it) in writing or by email.

17. Fees payable by you for the Services are as per the Livedrive Pricing Structure which is based on pre-agreed usage limits with you ("Usage Limit") and we reserve the right to alter the Pricing Structure with at least 30 days notice to be given for any increase in fees for the Services.

In the event that your actual usage increases such that you exceed your Usage Limit we reserve the right to charge you for additional disc space required or to migrate you to a higher Usage Limit. Please note that if your actual usage is such that you exceed the highest available Usage Limit available at that time then we reserve the right to terminate the Services without notice on the basis of a material breach by you of these Terms of Use.

18. Please be aware that the Software and other technology we use to provide the Services to you are protected by copyright, trademark and other laws in 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.

19. You agree not to misuse the Services. There is a detailed listing of 11 examples in clause 21 of the full Terms of Use of actions you must not, and must not attempt to, use the Services to achieve.

20. Livedrive will respond expeditiously to claims of copyright infringement committed using the Livedrive service and/or the Livedrive website which are reported in the prescribed manner to Livedrive.

21. Livedrive Internet Limited is the data processor and you are the data controller in relation to any personal data processed pursuant to these Terms of Use. As data processor, Livedrive Internet Limited shall handle such data only as described and provided for in the Data Protection Act 1998.

22. These Terms of Use and the use of the Services and Software will be governed by the laws of England and Wales. Claims arising out of or relating to these Terms of Use or the Services or Software can be made to The European Commission Online Dispute Resolution Platform (<https://webgate.ec.europa.eu/odr>) or the English courts.