Terms of Use for the FileHold Pay per User (PPU) Program

These Terms of use for the PPU program refer specifically to the use of FileHold software in an environment such as a "cloud" or hosted application where the customer is not able to accept the normal EULA agreement that covers the use of FileHold software. This is an agreement between the user and FileHold Systems Inc ("FileHold"). By using the PPU program of FileHold on the web or on any other application that gives access to FileHold (desktop, web or mobile applications), the user agrees to the following Terms of Use.

If a user violates any of the terms outlined below, we reserve the right to cancel the agreement. If the user does not agree to these terms, please do not use our PPU program.

New features that may be added to the PPU program shall be subject to the Terms of Use. Should the user continue to use the PPU program after any such modifications have been made, this shall constitute the users agreement to such modifications.

1 - Copyright and Ownership

FileHold owns the intellectual property rights to all protectable components of the PPU program, including but not limited to the name of the PPU program, artwork and end-user interface elements and features contained within the software. You may not copy, modify, adapt, reproduce, distribute, reverse engineer, decompile, or disassemble any aspect of the PPU program which FileHold or its suppliers own.

FileHold claims no access, intellectual property rights or control over the documents the user uploads to the FileHold repository.

2 - General Conditions

You agree not to export or collect, by any electronic or other means, email addresses or other information of other users of the PPU program for the purpose of sending emails or other unsolicited correspondence.

You agree not to act in a way that risks damaging, deactivating, or overloading the PPU program or its infrastructure.

You agree not to distribute anything containing a computer virus or any code, file or software program intended to interrupt, destroy or limit the functionality of the PPU program or its infrastructure.

FileHold makes no warranties regarding (i) the user ability to use the PPU program, (ii) the user satisfaction with the PPU program, (iii) that the PPU program will be available at all times, uninterrupted, and error-free (iv) that bugs or errors in the PPU program will be corrected. FileHold and its affiliates and its sponsors are neither responsible nor liable for any direct, indirect, incidental, consequential, special, exemplary, and punitive or other damages arising out of or relating in any way to the user use of the PPU program. You assume total responsibility and risk for the user use of these PPU program. Your sole remedy for dissatisfaction with the PPU program is to stop using the PPU program, recover all stored documents and receive reimbursement for the most recent quarterly payment.

Unless otherwise required by law – and which shall only be applied strictly for its intended purpose, it is expressly agreed that Canadian law shall be the law applicable to these Terms of Use and any litigation between the user and FileHold related to the use of the FileHold PPU program shall be submitted to the jurisdiction of a competent court in British Columbia Canada.