

# AdelPoint - Terms of Service

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AdelPoint is a web application for the purposes of sending encrypted files around the world, free of charge (the “**Service**”). After files are encrypted, they are stored across several third-party computers participating in the AdelPoint network (the “**Node**” or the “**Nodes**”). Neither AdelPoint nor the Nodes can decrypt your files. Participants who download the AdelPoint Node software for the purposes of lending their hard drive space and computer resources are referred to as “**Node Contributors**”. The authenticity of the transfer is verified with the help of blockchain technology. The Service is available at the following URL: <https://adelpoint.com> (referred to as the “**Website**”).

This Service is provided to “**you**”, the user of the Service, by Adel Operations s.r.o., a limited liability company duly organized and operating under the laws of the Czech Republic, with its registered seat at Veletržní 841/45, Holešovice, 170 00 Prague 7, Identification No. 069 02 693, entered in in the Commercial Register maintained by the Municipal Court in Prague, file no.: C 291006 (further referred to only as “**Adel**”).

## 1. Applicability

- 1.1. Please read these Terms of Service carefully. If you use our Service, you agree to this Terms of Service.
- 1.2. If this Service includes third parties, then their terms and conditions, notice and takedown policies and/or privacy and cookie policies may apply. Adel is not responsible for third party services, terms and/or policies.
- 1.3. Adel may amend this Terms of Service from time to time. Adel recommends that you review the Terms of Service from time to time regarding any changes. By continuing to use the Service you accept any changes made by Adel.

- 1.4. This Terms of Service supersedes any and all prior oral and written quotations, terms, communications, agreements and understandings between you and Adel.

## 2. Service

- 2.1. This Service is free from registration and charge.
- 2.2. If you use this Service, Adel will display ads from selected advertisers.
- 2.3. This Service provides the possibility to transfer digital files and share content up to a maximum total capacity. You can find the current limitations of this Service on the Website.
- 2.4. Uploaded files are stored and available for download from active Nodes and will be available for a limited period as specified on the Website.
- 2.5. After this limited period, the Nodes will be instructed to permanently delete the files. Following this action, these files will no longer be available.
- 2.6. If the Node Contributor stops running the AdelPoint Node software, or their computer is disconnected from the Internet, then the encrypted files on that Node will no longer be available.
- 2.7. Adel is not responsible for the actions of the Nodes, nor the Node Contributors.

## 3. Confidentiality

- 3.1. Any file transfer between you and the recipient is confidential and encrypted. Neither Adel nor the Nodes Contributors possess any search functionality, catalog or listing to identify the contents of the transfers.
- 3.2. Adel and neither the Nodes Contributors will not and cannot decrypt your files.
- 3.3. You acknowledge that the download link used to retrieve the files can be forwarded to anyone. Anyone who has access to a download link can download and decrypt the files.

## 4. File Ownership and Responsibility

- 4.1. Adel does not claim any ownership of the contents of the files you transfer through our Service. You are fully and solely responsible and accountable for the files you transfer through our Service.
- 4.2. By using this Service, you guarantee that you have, for each file, all required permissions, including from copyright and other intellectual property rights holders, to distribute, transfer, store and/or make available online as part of our Service.
- 4.3. Adel is not liable to you or any third party for any damages arising from the content shared by you and its use, reuse, or adaptation, including but not limited to, copyright protected works and/or trademarks.

## 5. Restrictions

- 5.1. Adel respects your rights and requires that you respect those of Adel, the Nodes, the Node Contributors, advertisers and other participating third parties. This includes respecting the right to privacy, corporate intelligence and business secrets and intellectual property rights, such as trademarks, copyrights, trade names, and logos. You agree not to use the Service to commit or promote, enable or facilitate unlawful or criminal acts or violations of these Terms of Service or facilitate or promote others to do so.
- 5.2. As a condition to make use of the Service you agree not to transfer, distribute or store any files that include (but are not limited to):
  - feature child pornography;
  - are obscene, defamatory, libelous, slanderous, profane, indecent or unlawful;
  - promote racism, violence or hatred;
  - are factually inaccurate, false, misleading or deceptive;
  - you don't have the right to copy and/or transfer;
  - infringe, violate or misappropriate intellectual property rights, privacy rights, including data protection rights, and/or any other kind of rights;
  - infringe on or violate any applicable law or regulation;
  - constitute 'hate speech', whether directed at an individual or a group, and whether based upon the race, sex, creed, national origin, religious affiliation, sexual orientation or language of such individual or group, and/or;
  - facilitate or promote gambling, or the sale or use of liquor, tobacco products or illicit drugs.
- 5.3. In addition, you agree not to:
  - impersonate or falsely pretend affiliation with any person or entity;
  - access any non-public areas of the Website or the Service;
  - send viruses, worms, malware, junk mail, spam, chain letters, phishing mails, unsolicited promotions or advertisements of any kind and for any purpose;
  - attempt to probe, scan, compromise or test the vulnerability of the Website or the Service or any related service, system or network or breach any security or authentication.

## 6. Violation of the Terms of Service

- 6.1. Adel reserves the right to investigate, provide to third parties, block and/or remove from its network, without warning, any files or to block anyone from accessing any part of the Website or the Service, when Adel ascertains, at their own discretion or after receiving substantiated and valid complaints, that you have violated these Terms of Service or act in violation of any applicable law or regulation.
- 6.2. Adel reserves the right to block file transfers from users who violate these Terms of Service, by any technical means at its disposal.

## 7. Intellectual Property Rights

- 7.1. All intellectual property rights and/or similar rights to the (content and design of the) Website, including software, images, photography, graphic design, typography, portraits and logos, as well as trademarks, copyrights and trade names featured on images used within the Service, are vested in Adel or its licensors.
- 7.2. You are not allowed to copy, reproduce, make available online to the public, sell or reuse anything from the Website, in any way without the permission of the rights holder. Adel is not responsible or liable for the contents of images, advertising links to external websites or the contents, products or services offered on external websites. You accept that all use outside the Website is at your own risk.
- 7.3. You will always respect and observe the good name and reputation of Adel and ensure that its use of the Website and the Service will in no way prejudice any rights and/or the good name and reputation of Adel and its licensors.

## 8. Disclaimer

- 8.1. Adel provides the Service “as-is”, without warranty of any kind. Without limiting the foregoing, Adel explicitly disclaims any warranties of merchantability, fitness for a particular purpose and non-infringement. Adel makes no warranty that the Service is available on an uninterrupted, secure or error-free basis.
- 8.2. Your use of the Service is at your own risk. You acknowledge and agree that Adel is not responsible for any damages to your computer system or the computer system of any third party that result from use of the Service and is not responsible for any failure of the Service to store, transfer or delete a file or for the corruption or loss of any data, information or content contained in a file.
- 8.3. Adel is not in any way liable for the actions of the Nodes or the Node Contributors.

## 9. Indemnity and Liability

- 9.1. You will defend, indemnify and hold harmless Adel and the Node Contributors, including their employees and affiliates, from and against any claims, incidents, liabilities, procedures, damages, losses and expenses, including reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Service or your violation of these Terms of Service, including any third party claims that files submitted to the Service by you infringe or violate any third party rights.

- 9.2. Adel is not liable for any damage or personal injury resulting from any use of the Website or the Service. The limitation of liability referred to in this clause shall not apply if the liability for damage is caused by intent or gross negligence on the part of Adel. In the event Adel is liable for damage under mandatory law, Adel's aggregate liability to you for any and all claims arising out of or in connection with the use of the Service will in no event exceed one hundred euro (EUR 100) per incident.

## 10. Dispute Resolution

- 10.1. **Governing Law** ▲ These Terms of Service shall be governed by and construed in accordance with the laws of the Czech Republic without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction.
- 10.2. **Jurisdiction and Enforceability** ▲ Any dispute arising under these Terms of Service shall be subject to the exclusive jurisdiction of the Czech Republic courts. The failure of Adel to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.
- 10.3. **Interpretation** ▲ The heading and explanatory text are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

## 11. Final Provisions

- 11.1. **Right to Change the Terms of Service** ▲ Adel reserves the right to change, modify, add, or remove portions of these Terms of Service at any time. The revised version will be effective at the time posted by Adel unless indicated otherwise. If you do not agree to be bound by the amended or modified Terms of Service, you must cease accessing or using the Service immediately.
- 11.2. **Language** ▲ These Terms of Service are written in English and the only language for communication to these Terms of Service shall be English.
- 11.3. **Third Party Rights** ▲ These Terms of Service are not intended and shall not be construed to create any rights or remedies in any parties other than you and Adel, and no other person shall assert any rights as a third-party beneficiary hereunder.
- 11.4. **Assignment** ▲ You may not transfer or assign these Terms of Service or any rights or obligations you have under these Terms of Service without Adel prior written consent and any such attempted assignment shall be void.
- 11.5. **Severability** ▲ If any provision of these Terms of Service is held to be invalid, unenforceable or illegal, the remaining provisions of these Terms of Service will remain in full force and effect. The parties undertake to replace such a provision with a new provision that will best suit the purpose of the original provision while at the same time fulfilling the requirements of the applicable law.

11.6. Entire Agreement ▲ These Terms of Service and any policies or operating rules posted by Adel constitutes the entire agreement and understanding between you and Adel and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and Adel (including, but not limited to, any prior versions of these Terms of Service).

11.7. Survival ▲ Upon termination of these Terms of Service for any reason, all rights and obligations of the parties that by their nature are continuing will survive such termination.

If you have any questions regarding these Terms of Service, please contact Adel by email at [info@adel.io](mailto:info@adel.io).