## TERMS OF SERVICE

By accessing and using the CloudConvert service, you confirm that you are in agreement with and bound by the terms and conditions contained in the Terms of Service outlined below. These terms apply to the entire website and any API usage. This service is operated by Lunaweb GmbH, Gruenwald (Germany). We may choose to correct or amend these Terms of Use at any time. If changes occur, we will clearly indicate them at the top of this page with the date of modification.

### **Allowed Usage**

Don't be evil and do bad things with our service.

This service offers functionality to convert and modify files of different file formats. This service is provided through web interface, API, and mobile apps. You agree to comply with the policies and limitations concerning the use of the CloudConvert service, including, without limitation, the maximum consumed time ("conversion minutes") of conversions done through the service, the maximum number of files a user may upload through the service, and the maximum size of the files a user may convert through the service. You agree not to bypass these policies by any means (e.g., creating multiple accounts).

### **Packages**

Make a one-time payment. Packages do not expire.

By buying a prepaid package you can extend the allowed usage of the service ("conversion minutes"). All payments are one-time prepaid payments and are not refundable. Prepaid packages will be activated on your account as soon as we receive your payment. The credits of your package will not expire as long as you do not terminate your account.

### **Subscriptions**

Pay by the month. Unused credits will expire.

Subscriptions add a monthly credit to your account. Unused credits will expire at the end of the billing period. Payments are not refundable. The subscription will be activated on your account as soon as we receive your payment and will be renewed one month after your payment. You can cancel your subscription at any time on the CloudConvert website, which will take effect at the end of the billing period. You can change your subscription to a different plan at any time, but the remaining credits of the current billing period will expire.

### **Auto Refill Packages**

You will be charged when 95% of your credits are consumed.

By enabling the "Auto Refill" option, you agree to be charged your chosen package automatically, if your previous package is consumed by 95%. You are responsible for monitoring your account to prevent unwanted payments. The Auto Refill option can be cancelled at any time.

### Availability of Service (SLA)

We guarantee 99.99% uptime. If we fail, you get your money back.

We will use commercially reasonable efforts to make each service available with a monthly uptime percentage of at least **99.99%**. The monthly uptime percentage is calculated by subtracting from 100% the percentage of minutes during the month in which the service is not available. In the event CloudConvert does not meet this availability, you will be eligible to receive a refund as described below.

#### **Refunds**

In the event of noncompliance, you get 1% of the total amount of the last invoice, per 10 minutes of unavailability, limited to 100% of the total invoice amount. To receive a refund, you must <u>submit a claim</u>, which contains at least the following information:

- the dates and times of each unavailability incident that you're claiming
- your request logs that document the errors and corroborate your claimed outage

#### **SLA Exclusions**

You are not eligible to receive a refund if the outage:

- results from any announced maintenance (Maintenance periods are announced on the service status page).
- is caused by corrupt or incompatible requests or files provided by you
- is caused by unsupported input files. (The support of specific files can be checked using the free version of CloudConvert.)
- is caused by a conversion type that is labeled as "experimental"

• is caused by factors outside of our reasonable control, including any force majeure event or internet access or related problems beyond the demarcation point of CloudConvert

## **Responsibility for Data**

We do not make backups of your files for data protection reasons. Always keep a copy.

While we try to ensure that our service is error free, we cannot guarantee that your files will not be damaged, deleted, or lost. You acknowledge that you have a copy of all files, and CloudConvert will not be responsible for any failure caused by files sent to CloudConvert.

# **Privacy Policy**

Privacy is important to us.

These Terms of Service incorporate the **Privacy Policy**.

# **Copyright Policy**

Don't use our services and intellectual property for any form of infringement.

You are responsible only for the data (e.g., files, URLs) that you send to the CloudConvert service. CloudConvert does not monitor customer content. Please remember that illicit exchanges of recordings and protected works and hacking harm artistic creation. And please respect the laws in force, especially those concerning intellectual and artistic property.

Company	Resources	Legal	Contact	© 2021 Lunaweb GmbH
<u>About Us</u>	Blog	<u>Privacy</u>	Contact Us	Made in Munich, Germany
<u>Security</u>	<u>Status</u>	<u>Terms</u>	<b>y</b>	

We've already converted **849,971,345 files** with a total size of **6,845 TB**.