

## Reload - Terms of Use

Where the context admits: "The Mac Man", "We", "Our" & "Us" includes Reload & The Mac Man Ltd of: St Stephens House, 80 Dominion Road, Worthing, West Sussex, BN14 8JT, United Kingdom. Reload provided by The Mac Man Ltd is an online storage service that allows Members to store files online, access them remotely.

This Terms of Use Agreement ("Agreement") sets forth the legally binding terms for your use of Reload. By using the Reload, you agree to be bound by this Agreement. You are only authorised to use the Reload if you agree to abide by all applicable laws and to this Agreement. Please read this Agreement carefully and save it. If you do not agree with it, you should not sign up for Reload or discontinue use of the Reload immediately. If you wish to use Reload and make use of other Mac Man Services, you must read this Agreement and indicate your acceptance during the registration process.

The Mac Man Ltd may modify this Agreement from time to time and such modification shall be effective upon posting by The Mac Man on the Mac Man Website. The Mac Man will inform Members by email about such modifications. If you do not agree with such modification you have the right to terminate your use of Reload. You agree to be bound to any changes to this Agreement when you use the Reload after the modification has been posted for at least one month. It is therefore important that you review this Agreement regularly to ensure you are updated as to any changes.

### 1. Use Of The Reload

1. Use of Reload is void where prohibited.
2. By using Reload, you represent and warrant that:
  1. all registration information you submit is truthful and accurate;
  2. you will maintain the accuracy of such information;
  3. you are 18 years of age or older;
  4. your use of the Reload does not violate any applicable law or regulation;
3. When you agree to use Reload, you will also be asked to choose a password. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the account or password of another Member at any time or to disclose your password to any third party. You agree to notify The Mac Man Ltd immediately if you suspect any unauthorised use of your account or access to your password. You are solely responsible for any and all use of your account.
4. You will not use the Reload in any manner which infringes any law or regulation or which infringes the rights of any third party, nor will you authorise or permit any other person to do so.
5. Without limiting the foregoing, you will not use the Reload for any of the following activities:
  1. criminal or tortuous activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, spimming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets;
  2. advertising to, or solicitation of, any Member to buy or sell any products or services through Reload. You may not transmit any chain letters or junk email to other Members.
  3. any automated use of the system, such as using scripts to add friends or copy files;
  4. interfering with, disrupting, or creating an undue burden on the Reload servers or the networks or services connected to The Mac Man Ltd
  5. attempting to impersonate another person;
  6. selling or otherwise transferring your account details

7. using Reload in a manner inconsistent with any and all applicable laws and regulations;
6. We shall use our reasonable endeavours to make Reload available to you at all times but we shall not, in any event, be liable for interruptions to or unavailability of Reload
7. The Mac Man Ltd reserves the right, in its sole discretion, to reject, restrict, suspend, or terminate your access to all or any part of Reload at any time, with or without prior notice.

## **2. Content**

1. The Mac Man Ltd does not claim any ownership rights in the text, files, images, photos, video, sounds, musical works, works of authorship, or any other materials (collectively, "Content") that you upload to our servers.
2. You represent and warrant that your uploading any Content to our servers does not violate the privacy rights, publicity rights, intellectual property rights (including copyrights), contract rights or any other rights of any person. You agree to pay for all royalties, fees, and any other monies owing any person by reason of any Content uploaded by you to our servers.
3. Without limiting the foregoing, you will not upload any Content to our servers which:
  1. is patently offensive or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
  2. harasses or advocates harassment of another person;
  3. exploits people in a sexual or violent manner;
  4. contains nudity, violence, or offensive subject matter or contains a link to an adult website;
  5. solicits personal information from anyone under 18;
  6. promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
  7. promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
  8. involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming";
  9. furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
  10. solicits passwords or personal identifying information for commercial or unlawful purposes from other Users;
  11. involves commercial activities and/or sales without Our prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes;
  12. includes a photograph of another person that you have uploaded without that person's consent;

## **3. Fees**

1. All charges payable by you for Reload shall be in accordance with the scale of charges and rates published from time to time by Us on Our web site, errors and omissions excepted and shall be due and payable in advance of provision of Reload
2. We reserve the right to alter pricing including ceasing to offer elements of Reload free of charge at any time. The Mac Man Ltd will inform users by email if the charge for a service is to be altered. You can then decide if you want to continue to use such service. Your continued use of the service after the proposed fee modification has been notified will be considered acceptance of the proposed fee modification.

3. Payment is due each month, on your billing date until closure notice is given in accordance with 6.2. If you choose to pay by credit or debit card you authorise The Mac Man Ltd to debit your account renewal fees from your card.
4. All fees for our services are due in advance and your contract will automatically renew on its anniversary month, quarter or year at which point fees for the following month, quarter or year become payable. If you wish to cancel your use of Reload, you must do so in accordance with clauses 6.1 – 6.4 before the renewal of your contract.

#### **4. Free Trial Period**

1. Where services are offered on a 'free trial' basis payment will be taken for the first month, quarter or year at the commencement of the free trial period.
2. The renewal date for the contract shall be deemed to be one month, quarter or year following the advertised free trial period.
3. If you wish to cancel your contract during the free trial period you may do so in accordance with clause 6.2 below.
4. If you cancel your service during the free trial period you will be entitled to receive a full refund of all fees paid in relation to the service. Any refund will be issue to the same payment source used for the initial payment.
5. If you do not cancel your service prior to the end of the free trial period the fees for the first month, quarter or year of your service will become due.

5.

#### **6. Term and Termination**

1. This Agreement shall remain in full force and effect while you use Reload. Even after use is terminated, this Agreement will remain in effect.
2. You may terminate your account at any time, for any reason. Please email [info@themac-man.co.uk](mailto:info@themac-man.co.uk) asking us to close your Reload account. The Mac Man Ltd may suspend the provision of Reload to you and/or terminate your Account without notice to you if you:
  1. fail to pay any sums due to Us as they fall due.
  2. breach any term of this Agreement.
  3. are a company and you go into liquidation or suffer the appointment of an administrator or administrative receiver or enter into a voluntary arrangement with your creditors.
3. The Mac Man Ltd reserves the right, in its sole discretion, to suspend the provision of Reload Services to you and/or terminate your Account at any time, without warning.

7.

#### **8. Privacy**

1. Use of the Reload is also governed by Our Privacy Policy, which is incorporated into this Agreement by this reference.

9.

#### **10. Indemnity**

1. You shall indemnify Us and keep Us indemnified and hold Us harmless from and against any breach by you of this Agreement and any claim brought against Us by a third party resulting from the provision of Reload by Us to you and your use of the Reload including, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred by Us in consequences of your breach or non-observance of any of the terms of this Agreement including if any Content that you post on the The Mac Man Ltd Websites or through causes The Mac Man Ltd to be liable to another.

## **11. Limitation of Liability**

The Mac Man Ltd will not be responsible for any incorrect or inaccurate Content uploaded to Reload or in connection with the Reload Services, whether caused by Users of the Reload Service or by any of the equipment or programming associated with or utilized in the Reload Service.

1. The Mac Man Ltd is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any of the Reload Services or combination thereof.
2. The Mac Man Ltd is not responsible for any error, omission, interruption, loss, deletion, defect, theft, destruction or unauthorized access to, or alteration of any Content you upload to the Reload Servers.
3. The Mac Man Ltd is not responsible for the conduct, whether online or offline, of any User of Reload Services.
4. All conditions, terms, representations and warranties relating to The Mac Man Ltd supplied under this Agreement, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these terms and conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded to the extent applicable under UK law, subject always to sub clause 8.7.
5. Nothing in these terms and conditions shall exclude Our liability for death or personal injury resulting from Our negligence.
6. Our total aggregate liability to you for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of Reload Services shall be limited to the charges paid by you in respect of the services which are the subject of any such claim.
7. In any event no claim shall be brought unless you have notified Us of the claim within one month of it arising.
8. In no event shall We be liable to you for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever.

## **12. Non-Waiver**

1. Any forbearance or failure by Us to enforce a provision to which you are subject shall not affect Our right to require such performance at any subsequent time, nor shall the waiver or forbearance by Us of any breach of any provisions of the agreement herein be taken to be or held to be a waiver of the provision or provisions itself of themselves.

## **13. Law**

1. This Agreement shall be governed by and construed in accordance with English law and you hereby submit to the exclusive jurisdiction of the English courts.

## **14. Headings**

1. Headings are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.

## **15. Entire Agreement**

1. These terms and conditions together with any documents expressly referred to in them, contain the entire Agreement between Us relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral: between Us in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to this Agreement, you confirm that you have not relied on any representation other than

those expressly stated in this Agreement and you agree that you shall have no remedy in respect of any misrepresentation which has not been made expressly in this Agreement.