

StackBeatz Cloud Terms Of Service

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1. Introduction

Thanks for using StackBeatz Cloud in relation to Beat Alliance Membership. StackBeatz Cloud is a service provided by StacBeatz (“**StackBeatz**”, “**we**” or “**us**”) These StackBeatz Cloud Terms of Service (which we refer to as the “**Terms**”) cover your use of and access to StackBeatz Cloud and your content in the drives. Our [Privacy Policy](#) explains how we collect and use your information while our [Program Policies](#) outline your responsibilities when using our Service.

Your use of StackBeatz Cloud requires that you agree to the Terms. Please read them carefully. If you do not understand the Terms, or do not accept any part of them, then you should not use StackBeatz Cloud.

2. Your use of StackBeatz Cloud Drive

Your StackBeatz Cloud Account. You will need a Beat Alliance Membership in order to use StackBeatz Cloud. To protect your account information and content, keep your password confidential. You are responsible for the activity that happens on or through your StackBeatz Cloud account. Try not to reuse your account password on third-party applications.

Your Conduct. Don’t misuse StackBeatz Cloud. You may use your cloud only as permitted by law, including applicable export and re-export control laws and regulations. You are responsible for your conduct and your content stored within your cloud account, and you must comply with our [Program Policies](#). We may review your conduct and content in StackBeatz Cloud for compliance with the Terms and our [Program Policies](#).

Your Content. StackBeatz allows you to upload, submit, store, send and receive content. You retain ownership of any intellectual property rights that you hold in that content. In short, what belongs to you stays yours.

When you upload, submit, store, send or receive content to or through your drive, you give StackBeatz a worldwide license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes we make so that your content works better with our services), communicate, publish, publicly perform, publicly display and distribute such content. The rights you grant in this license are for the limited purpose of operating, promoting, and improving our services, and to develop new ones. This license continues even if you stop using our services unless you delete your content. Make sure you have the necessary rights to grant us this license for any content that you submit to StackBeatz Cloud. We have rights to analyse all content uploaded, This analysis occurs as the content is received, shared, uploaded and when it is stored.

Cloud Drive Terms. By default you are set up as the controller of the content you create or upload to your home drive. You can share your content with other members within your active membership using the shared drive, you shall share data and content to this drive with the understanding that all members of the corresponding Beat Alliance membership can access these files. Using Shared Drive does not give you ownership of any intellectual property rights uploaded by other users. You may not use content from the Shared Drive unless you obtain permission from its owner & uploader.

Announcements. In connection with your use of StackBeatz Cloud, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications by requesting to do so.

3. Program Policies

We may review content to determine whether it is illegal or violates our [Program Policies](#), and we may remove or refuse to display content that we reasonably believe violates our policies or the law. But that does not necessarily mean that we review content, so please don't assume that we do.

4. Suspension and Termination.

You can stop using StackBeatz Cloud at any time, although we'll be sorry to see you go. We may suspend or permanently disable your access to Google Drive if you materially or repeatedly violate our Terms or our [Program Policies](#). We will give you prior notice of us suspending or disabling your access to your drive. However, we may suspend or disable your access to StackBeatz Cloud without notice if you are using your cloud in a manner that could cause us legal liability or disrupt other users' ability to access and use StackBeatz Cloud.

Discontinuation of Google Drive. If we decide to discontinue Google Drive, we will give you at least 31 days' prior notice. During this notice period, you will have the opportunity to take your files out of StackBeatz Cloud. After the end of this 31 day period (One Calendar Month) you will not be able to access your files. We believe that you own your files and preserving your access to such files is important.

5. Purchasing Additional Storage and Payments

Free Storage. Google allows you to use 15 GB of free Google online storage (subject to your compliance with the Terms), which may be used with Google Drive, Gmail and Google Photos.

Purchase of Additional Storage. You can also purchase **additional storage** (“**Additional Storage Plan**”) as you need it. We'll automatically bill you from the date you convert to an Additional Storage Plan, this will be added on to your existing membership and on each periodic service term renewal until cancellation. In order to purchase an Additional Storage Plan, you must agree to the payment terms as specified per periodic term.

Cancellation. Your Paid Storage Plan will remain in effect until it's cancelled, downgraded or terminated under these Terms. You may cancel or downgrade your Paid Storage Plan at any time online via your StackBeatz Store Account. Your cancellation or downgrade will apply to the next billing period after the current service term expires. If you don't pay for your Paid Storage Plan on time, we reserve the right to downgrade your account and reduce your storage to free space levels. We explain the cancellation and refund process for your Paid Storage Plan in our [Purchase, Cancellation and Refund Policy](#).

Plan and Price Changes. We may change the storage plan and price in effect but will give you prior notice of these changes. These changes will apply after your current service term expires, when the next payment is due from you after the notice. We will give you at least 30 days' prior notice of a price increase or storage plan decrease before you are charged. If you are given less than 30 days' prior notice, the change will not apply until the payment after the next payment is due. If you do not wish to continue with the updated storage plan or price, you may cancel or downgrade your Additional Storage Plan at any time from within your StackBeatz Store Account or via contacting our support. Your cancellation or downgrade will

apply to the next billing period after the current service term; we will continue to make your files available to you or give you a chance to take your files out of StackBeatz Cloud

6. Liability for StackBeatz Cloud

StackBeatz and its suppliers and distributors are not responsible or liable for:

- (a) losses that were not caused by our breach of these Terms;
- (b) any loss or damage that was not, at the time the relevant contract with you was formed, a reasonably foreseeable consequence of StackBeatz breaching the Terms; or
- (c) losses relating to any business of yours including lost profits, revenues, opportunity or data.

The total liability of StackBeatz, and its suppliers and distributors, for any claims under these terms, including for any implied warranties, is limited to the amount you paid us to use the services (or, if the subject of the claim is the free service, to supplying you the services again).

Nothing in these terms is intended to exclude or limit the liability of StackBeatz and its suppliers and distributors for death or personal injury, fraud, fraudulent misrepresentation or any liability that cannot be excluded by law.

12. About these Terms

We may modify these Terms or any additional terms that apply to StackBeatz Cloud, for example: to reflect changes to StackBeatz Cloud or to the law, custom, or political or economic policy; or in response to guidelines issued by regulators or relevant industry bodies; or to enable StackBeatz to meet its obligations. You should look at the Terms regularly. We'll post notice of modifications to these Terms on this page. We'll post notice of modified additional terms. Changes will not apply retroactively and will become effective no sooner than 14 days after they are posted or notified to you. However, changes addressing new functions or features ("**New Services**") or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a New Service, you should discontinue your use of that New Service (see "Termination" above, for more information).

If there is a conflict between these Terms and the Additional Terms, the Additional Terms will control for that conflict.

These Terms control the relationship between StackBeatz and you. They do not create any third party beneficiary rights.

If you do not comply with these Terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

For information about how to contact StackBeatz, please visit our [contact page](#).