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**Powered by Amplitudo LLC**

# **Terms of use**

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## 1. General

Welcome to **away** and thank you for using our services!

**Away** provides Internet-based document storage and is available at our website [www.away.online](http://www.away.online) ("Website"). Use services, customer software and websites („Services“) conditions of service ("Terms").

Please read these Terms carefully before starting using our Services. Once accepted they form a legally binding contract ("Contract") between you and **away** ("away", "we", "us" or "our"), a private limited company registered in the Republic of Montenegro, with company registration number 50646014 and with the registered address at Buvelar S. Petra Cetinjskog 56, Podgorica, Montenegro.

**Please also carefully read our Privacy Notice, which explains how your information is collected, used, shared and disclosed as well as what are your rights as a data subject. Privacy Notice also includes our Cookie Policy.**

By using our Services (including by registering for an account, by clicking the "submit", "accept" or "continue" buttons, by signing or otherwise indicating the acceptance of these Terms) you represent and warrant that:

- you're agreeing to be bound to these Terms,
- you're at least 18 years old,
- you have read our Privacy Notice and agree to processing your personal data as described in our Privacy Notice,
- if you are using our Services on behalf of an organization, you are agreeing on these Terms on behalf of that organization and warrant that you are authorized to bind yourself and the represented organization.

Please note, that to the maximum extent permitted by applicable law, we provide only limited warranties and limit our liability as provided in Sections 12 and 13 of these Terms.

We recommend printing a copy of these Terms or saving them to your computer for future reference!

## **2. Registration and user accounts**

To use our Services, you are required to create a user account with **away** ("Account") by completing and submitting a registration form on our website. You must provide current, complete and accurate information about yourself as prompted by the registration form and update this information as needed to keep it current, complete and accurate.

Our Services allow you to create a User Account, corresponding to your email address. After creating a User Account you can create as many subaccounts as you need and share the access and usage of these accounts to other users of **away** (e.g. to your employees, who have a valid User Account in **away**). In that case your User Account shall serve as a main account ("Main Account") and the accounts you have created under your User Account shall serve as subaccounts ("Subaccounts"). You shall be the manager of all Subaccounts that you have created. You as a Main Account owner are fully responsible for all activities made under Subaccounts and liable for any damages arising from such activities, whether or not you have authorized them. All fees in connection with Subaccounts shall be paid by the Main Account owner and billed accordingly.

Please note that if your employer or any other party has created a user account for you, that party has rights to your account, including the right to manage your account, change your password, change or close your account, look at your account's usage data; also to access, read, share etc. the whole content stored in your account, also to grant other users the right to do the same. You as a Subaccount user shall, additionally to these Terms, obey also to the lawful rules, procedures and instructions etc. that may arise from your relations with the Main Account owner.

## **3. Account security**

You will receive a password upon completing the registration process. We may also accept other identification means to safely access and use our services as provided on our Site (e.g. ID-card, Mobile-ID etc). Please safeguard your Account password or any other identification mean and ensure that you exit from your Account at the end of each session.

You are solely responsible for maintaining the confidentiality of the password and the Account. Also you are fully responsible for all activities that occur under your password or Account, whether or not you actually authorized that activity. You yourself are responsible for taking any other measures to additionally secure your

Account, its content and transmission of your data (e.g. encrypting your data and using secure encrypted connection to communicate with the Services).

You should notify us immediately of any unauthorized use of your password or Account or any other breach of security that is known or suspected by you.

We take no liability for any loss or damage arising from any unauthorized use of your Account.

#### **4. User conduct and acceptable use**

You are responsible for your conduct and the content of any files and folders you upload, create, share or store in your Account. You agree to comply with all applicable laws, rules and regulations, including Montenegrin and international laws, rules and regulations.

You shall use the website and our Services with good faith and respecting the rights of **away**, other users or any other persons. It is forbidden to use our Site and Services for illegal or immoral activities or purposes, including but not limited to the infringement of any intellectual property right, the unauthorized transfer to you and impersonation or misrepresentation, threatening or harassing another person, but also using our Services to develop a similar website or service.

You must not harm the Services or the website in any way, e.g. disable, overburden or impair the Services. You promise not to transmit through post, distribute or otherwise make available any software or other computer files that contain viruses, spyware or any other harmful or deleterious computer code, files or programs such as Trojan horses, worm or other harmful or destructive component.

You are not allowed to transfer your rights regarding the Services to any other person, neither fully nor partly.

You must not use the Services in connection with the activities in which the failure of the Services could cause death, personal injury, environmental damage or damage to the physical property.

## 5. Your uploaded files and back-up

In the course of using our Services you submit to us files, contacts, email messages, folders etc. ("Files"). You retain all rights and full ownership of any ownership/intellectual property rights that you hold in the content of your Files.

These Terms don't give us any rights to your Files; however, we may access your Account and Files to respond to the problems regarding the Services or for solving any technical issue related to the Service. We may grant the same right to the trusted third parties we work with in order to provide the Services (hosting services).

We will not monitor or disclose the information regarding your Account or Files without your prior permission unless this is required by applicable law.

Please bear in mind that your Files' content may be protected by intellectual property rights that belong to another person. Please make sure that you do not copy, upload, download, share or use the Files in any other way, unless you have the right to do so.

You agree and understand that you are solely responsible for the accuracy, quality, integrity, legality, reliability and appropriateness as well as copyright of all your Files.

We reserve the right to remove or restrict access to the Files or information, in case we have received information that these Files or information is a subject of possible breach of the Contract or violation of law or third party rights (e.g. when we receive a notice about the breach of copyright). We bear no responsibility or liability for removing the Files or making them inaccessible. It's your responsibility to solve any legal issues with any third parties before we can restore your access to the Files or information in question.

We recommend taking appropriate measures to back-up and restore your Files as you consider necessary. **Away** provides Service tools to assist you with the back-up activities; however **away** cannot take responsibility for your Files and will not be liable for any loss or corruption of your Files or for failure to access, to upload, to back-up or restore your Files; also for any costs or expenses associated with backing up or restoring the Files.

It is our right to determine the acceptable file types within our Services and restrict you from uploading certain types of files to your Account.

## 6. Intellectual property rights and licenses

All rights, including intellectual property rights, with respect to the Services and hardware, software and any other means for providing the Services, belong to **away**, except the rights that we have explicitly delegated to you according these Terms.

Software for using our Services is made available to you on a license basis. You shall not receive ownership of the Software. Your rights to use the software end together with the end of rights to use the Service; in that case you must de-install the software or we will make it unavailable to you.

We reserve the right to upload automatic software updates to your device that you use for using our Services.

You hereby grant to **away** a free, global, exclusive and termless license regarding the changes that we have implemented on the basis of your feedback to us about our Services, website etc.

## 7. Fees and payments

### Fees

Although many of our Services are free of charge, we apply reasonable fees for using some of our Services or its features (e.g. sharing Files, additional storage space etc.). Price list with applicable fees („Fees“) and information about different payment plans are available on our Site.

We may automatically renew your Services and charge you for a renewal term. You can opt out of having your Services automatically renewed by notifying us about it by e-mail at least three (3) days before the renewal date.

### Trial period

We offer a 15 days free trial period for all our payable features and Services. After the trial period expires, you can still at any time upgrade or downgrade your Account, changing your payment plan according to your needs; however, in case of downgrading we provide no refund for the prepaid period.

## **Billing**

In case you have chosen a paid subscription, we'll automatically bill you from the date you convert to a paid subscription. Payments are due to us on the date when the invoice is posted on your Account.

You must keep your billing information current. You may change your payment method and modify your billing information on the Site at any time. Your notice to us will not affect charges we submit to your billing account before we reasonably could act on your notice.

## **Payments**

All Fees will be billed to the credit card you designate during the subscription process. You must be the authorized user of the credit card which data you provide for billing purposes. By providing us your credit card data you authorize us to charge you for the Services using your credit card and for any paid feature of the Services that you subscribe to or use while these Terms are in force.

Other payment methods are accepted only if and as provided on our Site (e.g. on-line payments through our cooperating banks).

All payments shall be paid in Euros. You may have to incur costs for conversion and transfer of money, applicable by your financial service provider.

You are responsible for all applicable taxes, and we shall charge taxes when required to do so.

In case of payment delay, you are not able to use any chargeable features of our Services until payments in due have been fully paid.

## **Changes to the price list**

Please note, that we may change our price list from time to time, notifying you in advance through the Service or by e-mail. If you don't agree with the changes, you can stop using the Service, notifying us about it by e-mail at least three (3) days before the changes would start to apply to you.

Changes of the price list do not affect the Services with the effective offer on a specific price for a specific term, until the effective offer term expires; after that your Service usage will be charged with then-current fees. In case of termless offers with regular payments (e.g. monthly), new prices will apply to you starting from a new payment period, unless you have notified us about your decision to

downgrade or stop using the Services in timely manner, i.e. by e-mail at least three (3) days before the end of the current payment period.

## **8. Refund policy**

All applicable fees shall be paid in advance for the selected period and are not refundable, unless otherwise is explicitly provided in the Contract.

We will provide you a proportional refund of any prepayment, in case you have a paid Account and we terminate or materially downgrade the Services without a cause according to Section 10.

If you are a consumer and you use your right to withdraw from this Contract according to Section 11, we will provide you a full or proportional refund as described in Section 11.

## **9. Updates and changes**

We reserve the right to make updates and other changes to the Services and to its functionalities or to suspend or stop providing the Services altogether at any time. In case we consider the changes to be significant, we will inform our users about the changes through our website and/or via e-mail at least seven (7) business days in advance.

We may also revise these Terms from time to time to keep up with the changes in legislation or court practice, to improve our Services or to clarify some aspects of our Services or these Terms, to make the Services or these Terms more user-friendly or to follow the prescriptions of supervisory authorities, officials or courts. The most current version of the Terms is always available on our Site. If changes to the Terms will significantly reduce users' rights we will notify our users about the upcoming changes through our Site and/or via e-mail at least seven (7) business days in advance.

If you are not happy with the modified Services or Terms, you should discontinue the use of the Services and cancel the Service or the Contract by sending an e-mail notice to [info@away.online](mailto:info@away.online) before the changes come into effect.

**Please consider that by continuing the use the Services after the changes come into effect, you agree to the Service changes and are bound by the revised Terms of the Contract.**

We are not liable for any loss or damage caused by our right to amend these Terms or modify or suspend the Services.

## **10. Termination of the Contract**

You can terminate the Contract and cancel your Account at any time, by notifying us about it by email.

We may suspend or stop providing the Services to you at any time with or without notice, if you have violated or we suspect that you have violated the Contract or any other legal document provided by **away** or any legal acts applicable to the use of our Services, or the lawful rights of **away** or any other person.

We may also suspend or terminate the Contract without the cause. In that case we will notify you by e-mail at least seven (7) business days in advance. You can retrieve your data within the notice period with the help for the back-up. For retrieving your Files, you may apply for a prolonged access to your Files for an additional fee, by notifying us within three (3) days following the termination. Otherwise, any Files you have stored on your Account will not be retrievable and **away** will have no obligation to maintain any data stored on your Account. We will not grant you prolonged access to your Account if the Contract was terminated for the reason for which you are responsible.

If you have a paid Account and we terminate or materially downgrade the Services without cause, we will provide you a refund according to our refund policy in Section 8.

Neither party shall be liable for any damages resulting from suspension or termination of the Services in accordance with this Section. However, termination of the Contract does not excuse you from fulfilling all obligations incurred before termination of the Contract.

## **11. Consumer's right to withdraw from the Contract**

If you are a consumer in the meaning of the Consumer Rights Directive 2011/83/EU, you may withdraw from this Contract within 14 days, starting from the date when the Contract is formed, without giving any reason for doing so.

In case you have decided to use your right to withdraw from the Contract, please inform us about your decision with the explicit application.

The application for withdrawal must be addressed to **away** to the registered address Bulevar Sv. Petra Cetinjskog 56., 81 000 Podgorica, Montenegro or sent to our e-mail address [info@away.online](mailto:info@away.online). You can also notify us about the withdrawal electronically through our Site, in which case we will immediately send you a confirmation about the receipt of your application to your email address, which you have provided to us in the registration form.

Your withdrawal is effective if you have dispatched your withdrawal application to us before the end of the withdrawal period, even if we receive it later.

In the event of effective withdrawal, we will close your Account and return to you all payments that you have made to us under this Contract immediately, but no later than within 14 days from receiving your application. If, by subscription you have expressed your will to start using our chargeable Services within the withdrawal period, you are required to pay for the Services until the day when you dispatched your withdrawal application; this means that we will return only proportional part of your payments, considering the whole subscription volume.

## **12. Disclaimer of Warranties**

You expressly understand and agree that your use of the service and products are at your sole risk. The services are provided by **away** on "as is" and "as available" basis.

We make no warranty that (i) the quality of the service, products or information will meet your requirements or expectations.

We may provide links to other websites or resources, but we do not take any responsibility or liability for the availability or accuracy of the linked sites or resources. Following the links is at your sole discretion and risk.

## **13. Limitation of Liability**

**away** takes full liability for damages caused intentionally or due to gross negligence by **away** or its employees. Otherwise the liability of **away** shall be limited to 20 euros or the amounts paid by you to us for the past 12 months for the services that gave raise to the claim.

However, please consider that you must not use the service in connection with the activities in which the failure of the services could cause death, personal injury,

environmental damage or damage to the physical property. In case of doing so, **away** cannot be held liable for any possible losses or damages caused.

#### **14. Force Majeure**

Neither party shall be liable for any delay, interruption or failure to perform, or lost data under these Terms due the acts beyond its reasonable control, but only for so long as such conditions persist. Force majeure events include (i) failures of Software or other computer programming, (ii) natural weather events, or (iii) any other causes beyond that party's reasonable control and occurring without its fault or negligence, including also failure of suppliers, subcontractors, and carriers. As a condition to the claim of non-liability, the party experiencing the difficulty must give the other prompt written notice, with full details following the occurrence of the cause relied upon.

#### **15. Governing law**

You agree that these Terms, its interpretation and any disputes in relation to the Contract between you and **away** shall be governed by the laws of the Republic of Montenegro.

In case you are a consumer, this agreement on the choice of law does not affect your right to rely on the consumer law applicable in the jurisdiction where you reside.

#### **16. Resolving disputes**

Before filing an official claim against **away**, you agree to seek for a solution informally by contacting us by email [info@away.online](mailto:info@away.online). If a dispute is not resolved within 15 days, you may bring a formal proceeding. We promise to act likewise with our claims to you.

You agree that after the failure to resolve the dispute informally as described above, all disputes, actions, claims or causes of action related to these Terms or the Services shall be brought only in the court located in Podgorica, Montenegro or International court in Vienna.

In case you are a consumer and do not consent to the solution proposed by **away** within the process of informal dispute resolution, you may also submit a complaint (free of charge) to the extrajudicial dispute resolution unit Consumer protection Center (<https://cezap.me/>), In case you are a consumer residing in EU,

you can also seek help from the European Consumer Centre of your home country or to use an online dispute resolution (ODR) platform <http://ec.europa.eu/consumers/odr/> according to Regulation No. 524/2013 of the European Parliament and of the Council on online dispute resolution for consumer disputes.

You agree to bring any claim related to these Terms or the Services within one year starting from the date you could first bring the claim. In case you are a consumer as well as in case of intentional breach this limitation of claim expiry period is not applicable and expiry period provided by relevant law shall be applied instead.

## **17. Miscellaneous**

These Terms apply to the maximum extent permitted by law. In case some provisions of these Terms will be deemed to be enforceable or invalid by the court, it does not affect other provisions of the Contract. We shall replace the invalid provisions with similar terms that are enforceable under relevant law and derive from the nature of the whole Contract.

These Terms have been formed in English language, which shall prevail to any other possible language versions of these Terms that we may publish on our Site for informative purposes. English is also a communication language between you and **away**. We may, but are not obligated to communicate with you in any other language that you possess.