

## Statement of Rights and Responsibilities

**This Statement of Rights and Responsibilities ("Statement," "Terms," or "SRR") derives from the [Cloudie Principles](#), and is our terms of service that governs our relationship with users and others who interact with Cloudie, as well as Cloudie brands, products and services, which we call the "[Cloudie Services](#)" or "[Services](#)".** By using or accessing the Cloudie Services, you agree to this Statement, as updated from time to time in accordance with Section 13 below. Additionally, you will find resources at the end of this document that help you understand how Cloudie works.

Because Cloudie provides a wide range of [Services](#), we may ask you to review and accept supplemental terms that apply to your interaction with a specific app, product, or service. To the extent those supplemental terms conflict with this SRR, the supplemental terms associated with the app, product, or service govern with respect to your use of such app, product or service to the extent of the conflict.

### 1. Privacy

**Your privacy is very important to us. We designed our [Data Policy](#) to make important disclosures about how you can use Cloudie to share with others and how we collect and can use your content and information.** We encourage you to read the [Data Policy](#), and to use it to help you make informed decisions.

### 2. Sharing Your Content and Information

**You own all of the content and information you post on Cloudie, and you can control how it is shared through your [privacy](#) and [application settings](#).** In addition:

- a. For content that is covered by intellectual property rights, like photos and videos (IP content), you specifically give us the following permission, subject to your [privacy](#) and [application settings](#): you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with Cloudie (IP License). This IP License ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it.
  1. When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).
  2. When you use an application, the application may ask for your permission to access your content and information as well as content and information that others have shared with you. We require applications to respect your privacy, and your agreement with that application will control how the application can use, store, and transfer that content and information.
  3. When you publish content or information using the Public setting, it means that you are allowing everyone, including people off of Cloudie, to access and use that information, and to associate it with you (i.e., your name and profile picture).
  4. We always appreciate your feedback or other suggestions about Cloudie, but you understand that we may use your feedback or suggestions without any obligation to compensate you for them (just as you have no obligation to offer them).

## 2. Safety

**We do our best to keep Cloudie safe, but we cannot guarantee it. We need your help to keep Cloudie safe, which includes the following commitments by you:**

1. You will not post unauthorized commercial communications (such as spam) on Cloudie.
2. You will not collect users' content or information, or otherwise access Cloudie, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior permission.
3. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on Cloudie.
4. You will not upload viruses or other malicious code.
5. You will not solicit login information or access an account belonging to someone else.
6. You will not bully, intimidate, or harass any user.
7. You will not post content that: is hate speech, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
8. You will not develop or operate a third-party application containing alcohol-related, dating or other mature content (including advertisements) without appropriate age-based restrictions.
9. You will not use Cloudie to do anything unlawful, misleading, malicious, or discriminatory.
10. You will not do anything that could disable, overburden, or impair the proper working or appearance of Cloudie, such as a denial of service attack or interference with page rendering or other Cloudie functionality.
11. You will not facilitate or encourage any violations of this Statement or our policies.

## 3. Registration and Account Security

**Cloudie users provide their real names and information, and we need your help to keep it that way. Here are some commitments you make to us relating to registering and maintaining the security of your account:**

1. You will not provide any false personal information on Cloudie, or create an account for anyone other than yourself without permission.
2. You will not create more than one personal account.
3. If we disable your account, you will not create another one without our permission.
4. You will not use your personal timeline primarily for your own commercial gain, and will use a Cloudie Page for such purposes.
5. You will not use Cloudie if you are under 13.
6. You will not use Cloudie if you are a convicted sex offender.
7. You will keep your contact information accurate and up-to-date.
8. You will not share your password (or in the case of developers, your secret key), let anyone else access your account, or do anything else that might jeopardize the security of your account.
9. You will not transfer your account (including any Page or application you administer) to anyone without first getting our written permission.
10. If you select a username or similar identifier for your account or Page, we reserve the right to remove or reclaim it if we believe it is appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).

## 4. Protecting Other People's Rights

**We respect other people's rights, and expect you to do the same.**

1. You will not post content or take any action on Cloudie that infringes or violates someone else's rights or otherwise violates the law.
2. We can remove any content or information you post on Cloudie if we believe that it violates this Statement or our policies.
3. We provide you with tools to help you protect your intellectual property rights. To learn more, visit our [How to Report Claims of Intellectual Property Infringement](#) page.
4. If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal.
5. If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.
6. You will not use our copyrights or Trademarks or any confusingly similar marks, except as expressly permitted by our Brand Usage Guidelines or with our prior written permission.
7. If you collect information from users, you will: obtain their consent, make it clear you (and not Cloudie) are the one collecting their information, and post a privacy policy explaining what information you collect and how you will use it.
8. You will not post anyone's identification documents or sensitive financial information on Cloudie.
9. You will not tag users or send email invitations to non-users without their consent. Cloudie offers social reporting tools to enable users to provide feedback about tagging.

## 5. **Mobile and Other Devices**

1. We currently provide our mobile services for free, but please be aware that your carrier's normal rates and fees, such as text messaging and data charges, will still apply.
2. In the event you change or deactivate your mobile telephone number, you will update your account information on Cloudie within 48 hours to ensure that your messages are not sent to the person who acquires your old number.
3. You provide consent and all rights necessary to enable users to sync (including through an application) their devices with any information that is visible to them on Cloudie.

## 6. **Special Provisions Applicable to Developers/Operators of Applications and Websites**

**If you are a developer or operator of a Platform application or website or if you use Social Plugins, you must comply with the [Cloudie Platform Policy](#).**

### 7. **About Advertisements and Other Commercial Content Served or Enhanced by Cloudie**

**Our goal is to deliver advertising and other commercial or sponsored content that is valuable to our users and advertisers. In order to help us do that, you agree to the following:**

1. You give us permission to use your name, profile picture, content, and information in connection with commercial, sponsored, or related content (such as a brand you like) served or enhanced by us. This means, for example, that you permit a business or other entity to pay us to display your name and/or profile picture with your content or information, without any compensation to you. If you have selected a specific audience for your content or information, we will respect your choice when we use it.

2. We do not give your content or information to advertisers without your consent.
3. You understand that we may not always identify paid services and communications as such.

## 8. Special Provisions Applicable to Advertisers

**If you use our self-service advertising creation interfaces for creation, submission and/or delivery of any advertising or other commercial or sponsored activity or content (collectively, the “Self-Serve Ad Interfaces”), you agree to our [Self-Serve Ad Terms](#).** In addition, your advertising or other commercial or sponsored activity or content placed on Cloudie or our publisher network will comply with our [Advertising Policies](#).

## 9. Special Provisions Applicable to Pages

**If you create or administer a Page on Cloudie, or run a promotion or an offer from your Page, you agree to our [Pages Terms](#).**

## 10. Special Provisions Applicable to Software

1. If you download or use our software, such as a stand-alone software product, an app, or a browser plugin, you agree that from time to time, the software may download and install upgrades, updates and additional features from us in order to improve, enhance, and further develop the software.
2. You will not modify, create derivative works of, decompile, or otherwise attempt to extract source code from us, unless you are expressly permitted to do so under an open source license, or we give you express written permission.
- 3.

## 11. Amendments

1. We'll notify you before we make changes to these terms and give you the opportunity to review and comment on the revised terms before continuing to use our Services.
2. If we make changes to policies, guidelines or other terms referenced in or incorporated by this Statement, we may provide notice on the Site Governance Page.
3. Your continued use of the Cloudie Services, following notice of the changes to our terms, policies or guidelines, constitutes your acceptance of our amended terms, policies or guidelines.

## 12. Termination

**If you violate the letter or spirit of this Statement, or otherwise create risk or possible legal exposure for us, we can stop providing all or part of Cloudie to you. We will notify you by email or at the next time you attempt to access your account. You may also delete your account or disable your application at any time. In all such cases, this Statement shall terminate, but the following provisions will still apply: 2.2, 2.4, 3-5, 9.3, and 14-18.**

### 13. Disputes

1. You will resolve any claim, cause of action or dispute (claim) you have with us arising out of or relating to this Statement or Cloudie exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County, and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims. The laws of the State of California will govern this Statement, as well as any claim that might arise between you and us, without regard to conflict of law provisions.
2. If anyone brings a claim against us related to your actions, content or information on Cloudie, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim. Although we provide rules for user conduct, we do not control or direct users' actions on Cloudie and are not responsible for the content or information users transmit or share on Cloudie. We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information you may encounter on Cloudie. We are not responsible for the conduct, whether online or offline, of any user of Cloudie.
3. WE TRY TO KEEP CLOUDIE UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING CLOUDIE AS IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT CLOUDIE WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT CLOUDIE WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. CLOUDIE IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR. WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT OR CLOUDIE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THIS STATEMENT OR CLOUDIE WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, CLOUDIE'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

### 14. Special Provisions Applicable to Users Outside the United States

**We strive to create a global community with consistent standards for everyone, but we**

**also strive to respect local laws. The following provisions apply to users and non-users who interact with Cloudie outside the United States:**

1. You consent to having your personal data transferred to and processed in the United States.
2. If you are located in a country embargoed by the United States, or are on the U.S. Treasury Department's list of Specially Designated Nationals you will not engage in commercial activities on Cloudie (such as advertising or payments) or operate a Platform application or website. You will not use Cloudie if you are prohibited from receiving products, services, or software originating from the United States.
3. Certain specific terms that apply only for German users are available [here](#).

**15. Definitions**

1. By "Cloudie" or "Cloudie Services" we mean the features and services we make available, including through (a) Cloudie branded or co-branded websites (including sub-domains, international versions, widgets, and mobile versions); (b) our Platform; (c) social plugins such as the Like button, the Share button and other similar offerings; and (d) other media, brands, products, services, software (such as a toolbar), devices, or networks now existing or later developed. Cloudie reserves the right to designate, in its sole discretion, that certain of our brands, products, or services are governed by separate terms and not this SRR.
2. By "Platform" we mean a set of APIs and services (such as content) that enable others, including application developers and website operators, to retrieve data from Cloudie or provide data to us.
3. By "information" we mean facts and other information about you, including actions taken by users and non-users who interact with Cloudie.
4. By "content" we mean anything you or other users post, provide or share using Cloudie Services.
5. By "data" or "user data" or "user's data" we mean any data, including a user's content or information that you or third parties can retrieve from Cloudie or provide to Cloudie through Platform.
6. By "post" we mean post on Cloudie or otherwise make available by using Cloudie.
7. By "use" we mean use, run, copy, publicly perform or display, distribute, modify, translate, and create derivative works of.
8. By "application" we mean any application or website that uses or accesses Platform, as well as anything else that receives or has received data from us. If you no longer access Platform but have not deleted all data from us, the term application will apply until you delete the data.
9. By "Trademarks" we mean the list of trademarks provided [here](#).

**16. Other**

1. If you are a resident of or have your principal place of business in the US or Canada, this Statement is an agreement between you and Cloudie Ltd. Otherwise, this Statement is an **agreement between you and Cloudie Limited**. References to "us," "we," and "our" mean either Cloudie, or Cloudie Limited, as appropriate.
2. This Statement makes up the entire agreement between the parties regarding Cloudie, and supersedes any prior agreements.

3. If any portion of this Statement is found to be unenforceable, the remaining portion will remain in full force and effect.
4. If we fail to enforce any of this Statement, it will not be considered a waiver.
5. Any amendment to or waiver of this Statement must be made in writing and signed by us.
6. You will not transfer any of your rights or obligations under this Statement to anyone else without our consent.
7. All of our rights and obligations under this Statement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
8. Nothing in this Statement shall prevent us from complying with the law.
9. This Statement does not confer any third party beneficiary rights.
10. We reserve all rights not expressly granted to you.
11. You will comply with all applicable laws when using or accessing Cloudie.

**By using or accessing Cloudie Services, you agree that we can collect and use such content and information in accordance with the [Data Policy](#) as amended from time to time. You may also want to review the following documents, which provide additional information about your use of Cloudie:**

- [Payment Terms](#): These additional terms apply to all payments made on or through Cloudie, unless it is stated that other terms apply.
- [Platform Page](#): This page helps you better understand what happens when you add a third-party application or use Cloudie Connect, including how they may access and use your data.
- [Cloudie Platform Policies](#): These guidelines outline the policies that apply to applications, including Connect sites.
- [Advertising Policies](#): These guidelines outline the policies that apply to advertisements placed on Cloudie.
- [Self-Serve Ad Terms](#): These terms apply when you use the Self-Serve Ad Interfaces to create, submit, or deliver any advertising or other commercial or sponsored activity or content.
- [Promotions Guidelines](#): These guidelines outline the policies that apply if you offer contests, sweepstakes, and other types of promotions on Cloudie.
- [Cloudie Brand Resources](#): These guidelines outline the policies that apply to use of Cloudie trademarks, logos and screenshots.
- [How to Report Claims of Intellectual Property Infringement](#)
- [Pages Terms](#): These guidelines apply to your use of Cloudie Pages.
- [Community Standards](#): These guidelines outline our expectations regarding the content you post to Cloudie and your activity on Cloudie.

To access the Statement of Rights and Responsibilities in several different languages, change the language setting for your Cloudie session by clicking on the language link in the left corner of most pages. If the Statement is not available in the language you select, we will default to the English version.