

# **The Terms and Conditions of Use**

**September 27, 2016**

## **2GIGA.LINK Terms and Conditions of Use**

Welcome to the 2GIGA.LINK service. The following Terms of Use apply when you view or use the Service via our website located at <http://www.2giga.link>

Please review the following terms carefully. By accessing or using the Service, you signify your agreement to these Terms of Use. If you do not agree to these Terms of Use, you may not access or use the Service.

### **PRIVACY POLICY**

The IP address of the user, the file informations and the date of the upload or download are logged and kept for a period of 365 days.

### **ABOUT THE SERVICE**

The Service allows you to upload and share files.

### **USE RESTRICTIONS.**

Your permission to use the Site is conditioned upon the following Use Restrictions and Conduct Restrictions: You agree that you will not under any circumstances:

- post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive;
- use the service for any unlawful purpose or for the promotion of illegal activities;
- attempt to, or harass, abuse or harm another person or group;

- interfere or attempt to interfere with the proper functioning of the Service;
- make any automated use of the system, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- bypass any robot exclusion headers or other measures we take to restrict access to the Service or use any software, technology, or device to scrape, spider, or crawl the Service or harvest or manipulate data; or
- publish or link to malicious content intended to damage or disrupt another user's browser or computer;
- publish content that is copyrighted or subject to third party proprietary rights, including privacy, publicity, trade secret, etc., unless you are the owner of such rights or have the appropriate permission from their rightful owner to specifically submit such content;

## **ONLINE CONTENT DISCLAIMER**

Opinions, advice, statements, offers, or other information or content made available through the Service, but not directly by the Administrator of 2GIGA.LINK, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. The Administrator does not guarantee the accuracy, completeness, or usefulness of any information on the Service and neither does the Administrator adopt nor endorse, nor is the Administrator responsible for, the accuracy or reliability of any opinion, advice, or statement made by parties other than the Administrator.

The Administrator takes no responsibility and assumes no liability for any User Content that you or any other user or third party posts or sends over the Service. Under no circumstances will the Administrator be responsible for any loss or damage resulting from anyone's reliance on information or other content posted on the Service, or transmitted to users.

Though the Administrator strives to enforce these Terms of Use, you may be exposed to User Content that is inaccurate or objectionable. The Administrator reserves the right, but has no obligation, to monitor the materials posted in the public areas of the service or to

limit or deny a user's access to the Service or take other appropriate action if a user violates these Terms of Use or engages in any activity that violates the rights of any person or entity or which we deem unlawful, offensive, abusive, harmful or malicious.

The Administrator shall have the right to remove any such material that in its sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, or that might violate the rights, harm, or threaten the safety of users or others. Unauthorized use may result in criminal and/or civil prosecution under Federal, State and local law. If you become aware of misuse of our Service, please contact us [admin@2giga.link](mailto:admin@2giga.link)

## **COPYRIGHT COMPLAINTS AND COPYRIGHT AGENT**

**(a) Termination of Repeat Infringer Accounts.** The Administrator respects the intellectual property rights of others and requests that the users do the same. Pursuant to 17 U.S.C. 512(i) of the United States Copyright Act, the Administrator of the service has adopted and implemented a policy that provides for the termination in appropriate circumstances of users of the Service who are repeat infringers. The Administrator may terminate access for participants or users who are found repeatedly to provide or post protected third party content without necessary rights and permissions.

**(b) DMCA Take-Down Notices.** If you are a copyright owner or an agent thereof and believe, in good faith, that any materials provided on the Service infringe upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (see 17 U.S.C 512) ("DMCA") by sending the following information in writing to the S designated copyright agent at [abuse@2giga.link](mailto:abuse@2giga.link) :

1. The date of your notification;
2. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
3. A description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

4. A description of the material that is claimed to be infringing or to be the subject of infringing activity and information sufficient to enable us to locate such work;
5. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and/or email address;
6. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
7. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

**(c) Counter-Notices.** If you believe that your User Content that has been removed from the Site is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your User Content, you may send a counter-notice containing the following information to our copyright agent using the contact information set forth above:

1. Your physical or electronic signature;
2. A description of the content that has been removed and the location at which the content appeared before it was removed;
3. A statement that you have a good faith belief that the content was removed as a result of mistake or a misidentification of the content; and
4. Your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court in New York and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

## **WARRANTY DISCLAIMER**

THE SERVICE, IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, THE ADMINISTRATOR OF 2GIGA.LINK EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICE INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, ACCURACY AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, THE ADMINISTRATOR MAKES NO WARRANTY OR REPRESENTATION THAT ACCESS TO OR OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES, INFORMATION, CONTENT OR OTHER MATERIAL OBTAINED FROM THE SERVICE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO YOU.

## **MODIFICATION OF TERMS OF USE**

We can amend these Terms of Use at any time and will update these Terms of Use in the event of any such amendments. It is your sole responsibility to check the Site from time to time to view any such changes in the Agreement. If you continue to use the Site, you signify your agreement to our revisions to these Terms of Use. However, we will notify you of material changes to the terms by posting a notice on our homepage.

## **GENERAL TERMS**

If any part of this Agreement is held invalid or unenforceable, that portion of the Agreement will be construed consistent with applicable law. The remaining portions will remain in full force and effect. Any failure on the part of the Administrator of the service to enforce any provision of this Agreement will not be considered a waiver of our right to enforce such provision. Our rights under this Agreement will survive any termination of this Agreement.

You agree that any cause of action related to or arising out of your relationship with the Administrator of the service must commence within ONE year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

These Terms of Use and your use of the Site are governed by the federal laws of the United States of America and the laws of the State of France, without regard to conflict of law provisions.

YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THE TERMS OF USE, AND WILL BE BOUND BY THESE TERMS AND CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS OF USE TOGETHER WITH THE PRIVACY POLICY REPRESENT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.