

# Troxer Terms of Use

## 1 Introduction

Thank you for using Troxer! These terms of use (“Terms”) cover your use of our services, client software, and websites (“Services”). Your agreement is with StarNotation AG, Wingertgasse 30, 9490 Vaduz, Liechtenstein. By using our services, you are bound to the terms of this agreement. If you are using our services for an organization, then you are agreeing to these Terms on behalf of that organization.

## 2 Your Data

When you use our Services, you provide us with your data, such as files, content, messages, contacts and more (“Your Data”). Your Data belongs to you. These Terms do not give us any rights to Your Data except where needed to enable us to provide the service.

We need your permission to do these things like hosting Your Data, backing it up, and sharing it when you ask us to. Our Services provide you with features like photo thumbnails, document previews, commenting, easy sorting, editing, sharing and searching. These and other features may require our systems to access, store and scan Your Data. You give us permission to do these things, and this permission extends to our affiliates and trusted third party we work with.

## 3 Sharing Your Data

Our Services let you share Your Data with others, so please think carefully about what you share.

## 4 Your Responsibilities

You are responsible for your conduct. Your Stuff and you must comply with our terms and policies. Content in the Services may be protected by others’ intellectual property rights. Please don’t copy, upload, download or share content unless you have the right to.

We may review your conduct and content for compliance with these Terms. With that said, we have no obligation to do so. We aren’t responsible for the content users post and share via the Services.

Help us keep you informed and Your Data protected. Safeguard your passwords to the Services, and keep your account information current. Don’t share your account credentials or give others access to your account.

You may use our Services only as permitted by applicable law, including export control laws and regulations. Finally, our Services are not intended for and may not be used by people under the age of 13. By using our Services, you are representing to us that you’re over 13.

## 5 Software

Some of our Services allow you to download client software (“Software”) which may update automatically. As long as you comply with these Terms, we give you a limited, nonexclusive, nontransferable, revocable license to use the Software, solely to access the Services. You agree not to reverse engineer or decompile the Services, attempt to do so, or assist anyone in doing so. You also

agree not to even attempt to remote control the Software by any other software unless you have a written agreement from StarNotation to do so.

## 5.1 Beta Software

We sometimes release unfinished Software as Beta versions. Those Services have been marked as Beta and other words with similar meaning and will not be as reliable as officially released versions of Software.

## 6 Our Stuff

The Services are protected by copyright, trademark and other laws. These Terms don't grant you any right, title or interest in the Services, others' content in the Services, StarNotation trademarks, logos and other brand features. We welcome feedback, but note that we may use comments or suggestions without any obligation to you.

## 7 Copyright

We respect the intellectual property of others and ask you to do so, too. We respond to notices of alleged copyright infringement if they comply with the law, and such notices should be reported to us. We reserve the right to delete or disable content alleged to be infringing and terminate accounts of repeat infringers. Please report alleged copyright infringement to StarNotation AG, Wingertgasse 30, 9490 Vaduz, Liechtenstein, email: [info@starnotation.com](mailto:info@starnotation.com).

## 8 Membership and Paid Accounts

You can increase your storage space and access rights by paying for additional services. This way you become a member at Troxer.com. Members are billed annually. We give you several weeks of prenotice when your membership needs to be renewed.

### 8.1 Downgrades

If you do not renew your membership then access to our Services will be limited to reader only access 30 days after your previous annual membership ends.

### 8.2 No Refunds after 30 Days

You may cancel your account at any time. Refunds are only issued if required by law. After purchase, you get 30 days to return your product and request a refund.

### 8.3 Termination

You are free to stop using our Services at any time. We reserve the right to suspend or terminate your Services with notice if you:

- ➔ You are in breach of these Terms
- ➔ You are using the Services in a manner that would cause a real risk of harm or loss to us or other users of our Services
- ➔ You do not have a paid account and have not accessed your account for more than 6 consecutive months.

Before we terminate your account, you will be notified by us to give you enough time to remove Your Data from our servers. We will suspend or terminate your access to our Services without prenotice when:

- ➔ You are in material breach of these Terms
- ➔ Doing so would cause us legal liabilities or compromise our ability to provide the Services to our other users.
- ➔ We are prohibited from doing so by law.

#### 8.4 Discontinuation of Services

We may decide to discontinue the Services in response to unforeseeable circumstances beyond StarNotation's control or to comply with a legal requirement. If we do so, we'll give you reasonable prior notice so that you export Your Data from our systems. If we discontinue Services in this way before the end of any fixed or minimum term you have paid us for, we will refund of the fees you have pre-paid but haven't received Services for.

### 9 Services "AS IS"

We strive to provide great Services, but there are certain things that we cannot guarantee. TO THE FULLEST EXTENT PERMITTED BY LAW, STARNOTATION AND ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS MAKE NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, ABOUT THE SERVICES. THE SERVICES ARE PROVIDED "AS IS". WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Some places don't allow the disclaimers in this paragraph, so they may not apply to you.

### 10 Limitations of Liability

WE DON'T EXCLUDE OR LIMIT OUR LIABILITY TO YOU WHERE IT WOULD BE ILLEGAL TO DO SO—THIS INCLUDES ANY LIABILITY FOR STARNOTATION'S OR ITS AFFILIATES' FRAUD OR FRAUDULENT MISREPRESENTATION IN PROVIDING THE SERVICES. IN COUNTRIES WHERE THE FOLLOWING TYPES OF EXCLUSIONS AREN'T ALLOWED, WE'RE RESPONSIBLE TO YOU ONLY FOR LOSSES AND DAMAGES THAT ARE A REASONABLY FORESEEABLE RESULT OF OUR FAILURE TO USE REASONABLE CARE AND SKILL OR OUR BREACH OF OUR CONTRACT WITH YOU. THIS PARAGRAPH DOESN'T AFFECT CONSUMER RIGHTS THAT CAN'T BE WAIVED OR LIMITED BY ANY CONTRACT OR AGREEMENT.

IN COUNTRIES WHERE EXCLUSIONS OR LIMITATIONS OF LIABILITY ARE ALLOWED, STARNOTATION, ITS AFFILIATES, SUPPLIERS OR DISTRIBUTORS WON'T BE LIABLE FOR:

- ➔ ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR
- ➔ ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS, REGARDLESS OF LEGAL THEORY.

THESE EXCLUSIONS OR LIMITATIONS WILL APPLY REGARDLESS OF WHETHER OR NOT STARNOTATION OR ANY OF ITS AFFILIATES HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES.

IF YOU USE THE SERVICES FOR ANY COMMERCIAL, BUSINESS OR RE-SALE PURPOSE, STARNOTATION, ITS AFFILIATES, SUPPLIERS OR DISTRIBUTORS WILL HAVE NO LIABILITY TO YOU FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITY. STARNOTATION

AND ITS AFFILIATES AREN'T RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICES.

OTHER THAN FOR THE TYPES OF LIABILITY WE CANNOT LIMIT BY LAW (AS DESCRIBED IN THIS SECTION), WE LIMIT OUR LIABILITY TO YOU TO THE GREATER OF \$20 USD OR 100% OF ANY AMOUNT YOU'VE PAID UNDER YOUR CURRENT SERVICE PLAN WITH STARNOTATION.

## 11 Controlling Law

These Terms will be governed by Liechtenstein law. Liechtenstein law is similar in many parts to law in the European Union.

## 12 Modifications

StarNotation may revise these Terms from time to time to better reflect:

- ➔ Changes to the law
- ➔ New regulatory requirements, or
- ➔ Improvements or enhancements made to our Services

If an update affects your use of the Services or your legal rights as a user of our Services, we'll notify you prior to the update's effective date by sending an email to the email address associated with your account or via an in-product notification. These updated terms will be effective no less than 30 days from when we notify you.

If you don't agree to the updates we make, please cancel your account before they become effective. Where applicable, we'll offer you a prorated refund based on the amounts you have prepaid for Services and your account cancellation date. By continuing to use or access the Services after the updates come into effect, you agree to be bound by the revised Terms.