

## Introduction

Mistfile.com ("Mistfile" or our "website") is owned and operated by REECARD LLC, a California limited liability company located at 145 Speckled Alder, Irvine CA, 92618. REECARD LLC is referred to as "we", "us", "our" and other similar terms in these Terms of Service.

Mistfile.com offers cloud storage, file storage, temporary storage and sharing services (the "services"). These services are meant to help people and businesses handle files and make creative applications for others while keeping storage costs fair and understandable.

These Terms of Service constitute a binding agreement between you and us.

### **1. LEGAL AGE: You must be of legal age to use our website and our services.**

You must be at least 13 years old if you live in the United States to use our services; and 16 years old if you live in the European Union.

You must be at least 18 years old to provide payments for our services.

### **2. ACCOUNT: To upload files and benefit from our services, you must create an account on our website. We may conduct investigations and close user accounts under specific circumstances.**

To use our services and make payments, you will need to create an account on our website by providing your current and valid email address.

Different email services carry different security. You are responsible for protecting your authentication. We help protect business accounts by making API keys available that are changed on a regular basis, usually every 30 days. For non developer related API keys, they are placed and changed every 7 days within the browser session or returned via the API, as selected.

**We collect, store, and use your email only to communicate with you about your account. We do not sell, transfer, or provide your email apart from communicating to you for your account.** Our data protection obligations are described in our Privacy Policy.

We may investigate any potential violation of these Terms of Service. We may terminate the account of a user who: (i) breached these Terms of Service, (ii) infringed copyrights or other intellectual property rights of others, (iii) abused our services (iv) posted illegal or prohibited content on our website. If your account is terminated, sections in these Terms of Service, such as those relating to liability and disclaimers, will continue to apply to you. If you believe your user account was terminated without valid reason, please send an email to [support@mistfile.com](mailto:support@mistfile.com)

You can delete your account by emailing us. You may not delete your account if there is active action, like a takedown request or legal issue in connection with your account. Accounts limited due to nonpayment cannot be deleted. You must delete all files and folders using the API or

email us your full name, billing address, and last four digits of the payment information you provided to be billed.

Deleting your account on our website is permanent and cannot be undone. We will store your data and files for 60 days after you delete your account. If we receive a subpoena or similar request from law enforcement, or if we have a legal obligation to disclose, you understand and agree that we will transfer any requested information to the requesting authority.

**3. PAYMENTS AND BILLING: To provide a service, we need to bill you. Payments are made using Stripe.**

Different personal and business plans are available for our services. The plans are subject to monthly fees. You agree to pay the fees for the services purchased on a recurring monthly basis via an accepted payment method. Payments may be made via Stripe or any authorized payment processor listed on our website.

We will store your credit card details using our partner Stripe (<https://stripe.com/privacy> / <https://stripe.com/legal/ssa>) to bill you. Stripe's Service Agreement and other policies governing data processing and billing will apply to you.

We may bill you using other payment processors, such as in the case of bank transfers or via a card. We may use your payment information or personal data for the purpose of preventing fraud or spam.

After the services are completed, we will invoice the authorized payment method (bank or credit card) on a monthly basis or as otherwise defined..

We charge you based on the size of your account's files in Terabytes (TB). For easier understanding, think of 1 byte as the smallest unit of measurement for your file size on our service, and it is equal to 1e-12 (0.000000000001) Terabytes. To provide context, a Terabyte is equivalent to 1000 Gigabytes (GB).

For businesses, billing will be based on their maximum usage at the advertised rate, rounded up to the next integer, measured in Terabytes (TB). If the plan includes data transfer rates or egress fees, you will be billed according to the rate in Terabytes, rounded to the nearest dollar, with a minimum fee of \$2.5 per month.

If your payment information, such as the credit card provided, is invalid, blocked or otherwise unusable, we may not provide the services ordered. If you believe that we have incorrectly provided you an invoice or charged a payment method, you should reach out to us via [support@mistfile.com](mailto:support@mistfile.com).

**Nonpayment for the usage can cause your files to be deleted.** We will notify you via email or otherwise prior to your files being deleted or purged due to nonpayment. We will grant you a 5-day delay to settle the outstanding balance before your files start to be purged. Please contact

our support team if you wish to provide a justification for nonpayments. We reserve the right to use your information to collect payments via collections if we determine the amount is excessive.

**We are firm believers in fair billing. There are no hidden charges.** All monthly fees for our services are clearly listed on our website, inclusive of any taxes.

**Do not use stolen payment information. We will refund you if we believe the transaction is fraudulent.**

You should expect the description of our services on your credit card statement to be listed as follows: REECARD\*MISTFILE or REECARD LLC. You confirm that you are authorized to pay for the services using the credit card provided or that you secured the payment holder's consent if you use the payment information that does not belong to you or your company.

**4. FILE SECURITY: We care about your file security and have different types of security. We take measures to make sure unauthorized users do not access your content.**

We implemented appropriate technical and organizational measures to protect the files uploaded to our website from unauthorized access, use, and disclosure. However, we cannot guarantee the security of the files uploaded to our website. You should therefore take the necessary precautions to protect your files.

We use encryption to encrypt your files and your personal information (e.g., your email address) is encrypted in our database or our processors. Our corporate systems use data centers or noncorporate providers to store segments of your files, and may transfer data among them.

There are different levels of security applicable to your file storage:

Type of Security	Access
Unlisted	The files can be accessed via a specific link, such as a fileID. This is the default. For more information on a fileID, please see below.
Shared	Only you, or others will have access, assuming you have allowed them to view, access, and download the files you have shared.

We use IDs to identify files/folders without naming them, allowing for multiple files of the same name and content type.

**5. PERSONAL PLANS: Personal plans are not for businesses. Do not abuse the service or store files stored on behalf of others within your file drive.**

Personal users and any unlimited pricing are for personal use only. If we determine that you are abusing the service based on your total file usage or for other reasons, we will notify you by email, and send you an appropriate business pricing plan.

**6. MONEY BACK GUARANTEE: Personal users benefit from a money-back guarantee.**

If you are a personal user who bought any Personal plan and are dissatisfied with the services, you may contact us at [support@mistfile.com](mailto:support@mistfile.com) to request a refund. Please ensure you email us from the same email address used for your purchase. If you do contact us from another email, please mention your linked email, name, address, and payment information (such as the bank or last 4 digits of the credit card used to make the purchase).

**7. FEEDBACK: We will own any feedback you provide to us, but we do not have to respond to your feedback.**

You may provide any feedback about our service to us, via email or any other channel we own or operate in. We have no obligation to use your feedback. We will, however, own the feedback, and have the right to implement your feedback or use it to fix problems with our cloud sharing services.

**8. INTELLECTUAL PROPERTY: Your intellectual property belongs to you. We will use, store, process and distribute your files as part of our services.**

Any content or files that you upload or share on the website will be voluntarily provided by you. You own the intellectual property in connection with any files you upload or share on our website. We do not own your files.

You agree to upload files and content that you own, and which do not violate any third party intellectual property rights. We cannot be held responsible if any of your files or content infringe a third party's rights, however, such a party may submit a takedown notice (as described in these Terms of Service).

All intellectual property relating to us and our website and services constitutes our sole property. Our trademarks and logos may not be reproduced or shared without our prior written consent.

After you transfer your files (uploading them to any website or connecting via our API), we store your files and distribute them with content delivery networks (CDNs). We may use third party processors to store and host these files. Below is a list of the processors who store your customer data or files:

Entity Name
The Constant Company, LLC d/b/a Vultr
Cloudflare, Inc.
Backblaze, Inc.
DigitalOcean, LLC

We may store encrypted segments on other devices not registered to entities. Other files are stored in parts, and metadata is removed, including the content type for your file.

We may share the files or upload metadata to other third-party providers to provide the services, improve download speeds and enhance our services.

**9. TAKEDOWN NOTICE: This section indicates how to notify us of potential copyright infringement and/or illegal content on our website.**

We comply with the Digital Millennium Copyright Act ("DMCA") and respect intellectual property rights. The guidance provided in this section does not create any binding obligations upon us. All limitations and exclusions of liability set out in these Terms of Service apply equally to this guidance.

If you believe your copyrighted work was published on our website without your authorization, or to report a copyright infringement, please submit a takedown notice to us.

To submit a takedown notice, please send a notice by email ([support@mistfile.com](mailto:support@mistfile.com)) or use our API and other tools we provide containing the following information:

1. Your manual or electronic signature if you are the copyright owner, OR the manual or electronic signature of the copyright owner's authorized representative.
2. A link to the copyrighted work on our website (URL) that is subject to your takedown notice.
3. A description of the copyrighted work subject to the takedown notice, such as the date the work was created.
4. Your name, mailing address, telephone number, and email address.
5. A statement confirming that your takedown notice was prepared in good faith.
6. A statement, under penalty of perjury, that the information in your takedown notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

We will promptly review all takedown notices received. If your takedown notice is justified, we will take appropriate action, including removing the infringing material or disabling access. After

we receive a takedown notice, we will notify the user who uploaded or provided the copyrighted work.

You may not abuse the takedown or report system that we have set up. Do not submit unfounded claims or for the copyrighted work that follows fair use.

We generally hide the copyrighted work from being discoverable by users while we assess takedown notices and counter-notices, if applicable.

**10. COUNTER-NOTICE: If you believe copyrighted work was removed by us without justification, you may submit a counter-notice.**

A counter-notice should include the following information:

1. Your manual or electronic signature.
2. A description of the copyrighted work that was removed or disabled and the location where it appeared (including a URL).
3. A statement, under penalty of perjury, that you have a good faith belief that the copyrighted work was removed or disabled as a result of a mistake or misidentification.
4. Your name, address, telephone number, and email address.
5. The following statement: "I consent to the jurisdiction of the Federal District Court for the judicial district in which my address is located (if in the United States), and I will accept service of process from the person who provided the DMCA notification or an agent of such person or entity."

If we receive a counter-notice, we may reinstate the material on our website.

**11. ILLEGAL CONTENT: We will remove illegal or prohibited content from our website.**

You may not publish, share, disseminate, or post content on the website that:

1. Is defamatory, harassing, illegal or abusive;
2. Is obscene or sexually explicit;
3. Promotes hate speech, violence or discrimination;
4. Encourages or facilitates illegal activity or unlawful conduct;
5. Infringes upon the trademarks or other intellectual property rights of others;
6. Constitutes non-consensual distribution (including revenge porn and blackmail);
7. Reveals personally identifiable information (including an individual's name, address, phone number, IP address);
8. Breaches any applicable law, order, regulation or policy;
9. Is harmful, or contains viruses, malware, or other harmful software;
10. Is intended to intimidate, harass, threaten or otherwise bother other users;
11. Constitutes spam, chain letters and unsolicited materials; or
12. Impersonates an individual, entity, or company, or is intentionally misleading.

If you believe that illegal or prohibited content has been posted on our website, please submit a takedown notice, as described in these Terms of Service.

**12. LIABILITY: Our liability will be limited, or even excluded, in certain situations.**

To the fullest extent permitted by law, we will not be liable to you for any incidental, punitive, special or consequential damages, including but not limited to loss of data or files uploaded to our website, loss of income and other damages arising from your use of our website or our services. We will not be responsible for any service interruptions or issues impairing our website or the device used to access our website or our services.

You cannot sue us for any damages or losses in connection with your usage of our website and our services. Our responsibilities will be suspended during a Force Majeure event.

**13. NO WARRANTIES: Our website and our services are provided without warranties.**

Our website and our services are provided “as is”, without any warranties or guarantees, including merchantability or fitness for a particular purpose. More specifically, we cannot guarantee that our services will be provided without error, omission or interruption. This means we cannot promise that our services will always work as you would expect.

You acknowledge that there are risks associated with uploading files and making payments on an Internet-dependent platform. Consequently, you agree that your use of the website, provision of payments, and uploading of files on our website will be at your sole risk and expense.

**14. UPDATES: We may update these Terms of Service at any time.**

We may update these Terms of Service, at our discretion. The updated Terms of Service will be published on our website and will be applicable as of the date of publication.

**15. APPLICABLE LAW AND CLAIMS: These Terms of Service are governed by the laws of California, and all claims and suits must be introduced in the State of California.**

These Terms of Service are subject to the laws of the State of California. Any claims associated with our services must be filed in the state or federal courts in the State of California. You agree that any claim filed must be in your individual capacity, and not as a class action.

We may assign our rights provided in these Terms of Service. You may not assign any of your rights or obligations under these Terms of Service, except with our prior written consent.

If any provision in these Terms of Service is found to be unenforceable, the provision will be removed. The remainder of these Terms of Service will be binding.

We welcome questions and comments regarding our website, and these Terms of Service. Any questions and comments should be sent on our website, or by email at [support@mistfile.com](mailto:support@mistfile.com).