

Terms of Use

NOTE: *Please read this carefully before using this website.*

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Features Subject to Separate Terms

Some of the features offered through Ice-Cloud, such as our data storage services, are subject to terms of use, rules and policies in addition to or in lieu of these Terms of Use. If you choose to use those features, you agree that your use of those features will be subject to such additional or separate terms of use, rules and/or policies, as applicable.

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All comments, feedback, suggestions, ideas and similar submissions furnished to Ice-Cloud in connection with your use of this site shall be deemed assigned to and shall remain the exclusive property of Ice-Cloud. No such submissions shall be subject to any obligation of confidence on the part of Ice-Cloud, and Ice-Cloud shall be entitled to unrestricted use and disclosure of such submissions throughout the world for any purpose whatsoever, commercial or otherwise, without any obligation to compensate you for such use or disclosure. You represent that you have the lawful right to furnish such submissions to Ice-Cloud and agree that you will not submit any information unless you are legally entitled to do so.

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Ice-Cloud reserves the right to terminate, suspend or otherwise restrict your access to this site, or any portion hereof, with or without notice at any time for any reason whatsoever including, but not limited to, your violation of these Terms of Use or any inappropriate or unlawful behavior on your part. In addition, Ice-Cloud reserves the right to modify or discontinue this site or any portion hereof at any time with or without notice. Ice-Cloud shall not be liable to you or any third party for any such termination, suspension, restriction, modification or discontinuance.

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Any controversy or claim arising out of or relating to these Terms of Use or breach hereof, or otherwise relating to this site (with the exception of injunctive relief sought by Ice-Cloud for any violation of Ice-Cloud's proprietary rights), shall be settled by binding arbitration administered by the Romanian Arbitration Association in accordance with its then-current rules. The arbitration shall be decided by one (1) arbitrator, who shall be an attorney having experience and familiarity with information technology disputes. The language of the arbitration shall be English or Romanian. The location of arbitration shall be Cluj, Romania. The arbitrator may award to the prevailing party, if any, as determined by the arbitrator, its costs and expenses, including reasonable attorneys' fees. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of both parties. To the fullest extent permitted by applicable law, no such arbitration shall be joined to an arbitration involving any other party subject to these Terms of Use, whether through class arbitration proceedings or otherwise. Each party hereby waives its right to a trial by jury for any disputes between the parties.

Modifications

Ice-Cloud reserves the right to modify these Terms of Use at any time upon posting. By continuing to use this site after any changes are posted, you are signifying your acceptance of the revised terms and conditions, regardless of whether you have reviewed them. Please visit this page regularly to review the then-current Terms of Use to which you are bound.

Miscellaneous

If there is a determination that any provision of these Terms of Use is invalid or unenforceable under applicable law, that determination will not affect the rest of these Terms of Use, and these Terms of Use shall be deemed amended to the minimum extent necessary to make them valid and enforceable. The failure of Ice-Cloud to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. Regardless of any statute or law to the contrary, any claim or cause of action against Ice-Cloud arising out of or related to use of this site or under these Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect.

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