

Welcome to RemapDash! By using our services, you agree to the following Terms of Service ("Terms"). Please read these Terms carefully, as they govern your use of our hosting and related services. If you do not agree to these Terms, please discontinue using our services immediately.

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## 1. Definitions

- **"Service(s)"** refers to web hosting, cloud hosting, and any other related products and services provided by RemapDash, including but not limited to its **Software as a Service (SaaS)** platform designed for the **Automotive Tuning sector**, commonly referred to as a **"Tuning Portal"** or **"File Service Portal"**.
  - **"Customer"** refers to any individual, organization, or entity using the Services provided by RemapDash.
  - **"Agreement"** refers to this Terms of Service document.
  - **"Outage"** refers to a disruption or loss of Service, whether scheduled or unscheduled.
  - **"Data Loss"** refers to any loss of data stored on the hosting platform provided by RemapDash.
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## 2. Service Description

RemapDash provides a comprehensive range of services tailored to businesses in the **Automotive Tuning sector** and beyond. These services include:

- A **Software as a Service (SaaS)** platform designed specifically for the **Automotive Tuning sector**, commonly referred to as a **"Tuning Portal"** or **"File Service Portal"**. This platform allows automotive tuners to upload, modify, and retrieve tuning files, manage customer data, and streamline file service operations. It serves as a central hub for managing file requests, processing tuning files, and delivering completed files to customers.
  - **Web Hosting Services:** In addition to the tuning portal, RemapDash also offers **web hosting services** to subscribers. This includes hosting websites, applications, and other digital assets. Our web hosting services are designed to provide reliable, secure, and scalable solutions to meet the needs of a wide variety of customers, both within and outside of the automotive tuning industry.
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## 3. Eligibility

By using our Services, you represent and warrant that:

- You are at least 18 years of age.
- You have the authority to enter into this Agreement on behalf of yourself or your organization.
- All information you provide is accurate, current, and complete.

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## 4. Use of Services

- The Services are intended for lawful use only. You agree not to engage in any illegal activities, including but not limited to distributing malware, phishing, spamming, or hosting content that violates any applicable law.
- You agree that your use of the Services will comply with RemapDash's Acceptable Use Policy, which is hereby incorporated by reference.
- **Unauthorised Access:**  
RemapDash reserves the right to immediately suspend or terminate your account, without prior notice, if we have reasonable suspicion that you have provided access to any unauthorized third party, including competitors. This includes but is not limited to instances where unusual activity or access patterns suggest a breach of this provision. We will investigate such activities in good faith and may notify you of any actions taken. Repeated violations or failure to provide an explanation for suspicious activity may result in permanent termination.

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## 5. Service Availability

- RemapDash strives to provide uninterrupted Service; however, we do not guarantee 100% uptime. Scheduled and unscheduled maintenance may occasionally result in downtime.
- You acknowledge that outages, both scheduled and unscheduled, may occur and accept that these are a part of hosting services.

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## 6. Customer Obligations

- You are responsible for ensuring that your content, including but not limited to websites, data, and software, is secure and complies with all applicable laws.
- It is your responsibility to maintain backup copies of your data. While RemapDash provides backup services as a courtesy, these are not guaranteed, and we do not accept liability for any loss of data.

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## 7. Payments and Fees

- By subscribing to any of our paid Services, you agree to pay all applicable fees as outlined on our website.
  - All payments are due on the billing date provided. Failure to make payments within the specified time frame may result in suspension or termination of your account.
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## 8. Termination

- You may terminate this Agreement and your account at any time by providing written notice to RemapDash.
  - RemapDash reserves the right to terminate or suspend your account for any violation of these Terms or for any activity that we deem harmful or illegal.
  - **Unauthorized Access:** RemapDash reserves the right to immediately suspend or terminate your account if we determine that you have provided access to any unauthorized third party, including competitors, in violation of Clause 4. Repeated violations or failure to address suspicious activity may result in permanent termination.
  - Upon termination, all your access to Services will be revoked, and any data stored on our servers may be deleted.
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## 9. Exemption of Liability

RemapDash aims to provide reliable Services; however, there are circumstances where interruptions or data loss may occur. To the fullest extent permitted by law:

- **No Liability for Outages or Data Loss:** RemapDash shall not be liable for any loss of earnings, revenue, or business arising from outages, Service interruptions, data loss, or corruption, whether caused by RemapDash, third-party providers, or factors beyond our control (e.g., hardware failure, network issues, natural disasters).
  - **Backup and Data Responsibility:** While RemapDash offers backup services, it is your responsibility to maintain additional, independent backups of your data. RemapDash disclaims any liability for data loss due to failures of the backup system or any other issues that result in incomplete or unsuccessful backups.
  - **No Indirect or Consequential Damages:** Under no circumstances will RemapDash be liable for indirect, special, incidental, or consequential damages (including but not limited to loss of profits, goodwill, or business interruption) arising from the use or inability to use our Services.
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## 10. GDPR Compliance

- **Data Protection Roles:** Under the General Data Protection Regulation (GDPR), RemapDash acts as a **data processor**, while the subscriber acts as the **data controller**. As the data controller, you are responsible for determining the purposes and means of processing personal data. As a data processor, RemapDash will process personal data only on your documented instructions.
- **Data Processing Agreement:** Upon subscribing to our Services, you agree to enter into a data processing agreement with RemapDash, which will outline the specific obligations of both parties regarding personal data processing.
- **Breach Notification:** In the event of a personal data breach, RemapDash will notify you without undue delay after becoming aware of the breach. However, RemapDash will not be liable for any breaches caused by the actions or negligence of the data controller or third parties that are outside of RemapDash's control.

- **Indemnification for Breaches:** You agree to indemnify and hold harmless RemapDash against any claims, damages, or penalties arising from your non-compliance with GDPR and any other applicable data protection legislation.
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## 11. Indemnification

You agree to indemnify and hold harmless RemapDash and its affiliates, officers, employees, and agents from and against any and all claims, liabilities, damages, losses, or expenses, including reasonable legal fees, arising out of or in any way connected with your use of the Services or violation of these Terms.

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## 12. Modifications to the Agreement

RemapDash reserves the right to modify these Terms at any time. Any changes will be effective immediately upon posting on our website. It is your responsibility to review these Terms periodically for updates. Your continued use of the Services following any modifications constitutes acceptance of those changes.

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## 13. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of **England and Wales**, without regard to its conflict of law principles.

In the event of any dispute arising out of or in connection with these Terms, you agree that the courts of **England and Wales** shall have **exclusive jurisdiction** to resolve any such disputes. You agree to submit to the personal jurisdiction of these courts.

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## 14. Contact Information

If you have any questions or concerns about these Terms, you can contact us at:

RemapDash is a Trading Style of Advanced Performance Tuning Limited and can be contacted at [sales@remapdash.com](mailto:sales@remapdash.com)

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By using the Services provided by RemapDash, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.