

# Terms of Use

Last updated: 2018-08-23.

Thank you for your interest in Quemer.

By creating a Quemer account, you are required to read and agree to these terms. You may only create a Quemer account after accepting these terms.

## Acceptance of Terms

These Terms of Service govern the terms by which you may use our free or paid Services. Our [Privacy Policy](#) explains the way we collect and use your information. By using the Services you agree to be bound by these terms and our Privacy Policy. If you're using our Services on behalf of a company or other legal entity, then you are agreeing to these terms on behalf of that company or entity and you represent and warrant that you have the authority to bind the company or legal entity and its affiliates to these terms. In that case, "you" and "your" refers to that company. If you do not have such authority, or if you do not agree with all terms of this agreement, you must not accept these terms and conditions and may not use our Services.

You may not access the Services if you are our direct competitor, except with our prior written consent. In addition, you may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

## Definitions

- « Services » mean the Quemer program, accessible from web browser, that you can use to store your notes, tasks and many more. Services refer to both free and paid versions of the application.
- « We », « us » or « our » means the Quemer.com and team working on it.
- « Your Data » means all data or electronic information submitted by You to the Services.

## Eligibility & Registration

The Services are not directed to minors, and any use by minors should only be done with the guidance, supervision and consent of their parents, guardians. Further, we rely on parents and guardians to ensure minors only use the Service if they can understand their rights and responsibilities as stated in these Terms of Use.

To sign up to the Services, you must register an account on the Services. You must provide accurate and complete information and keep your account information updated. You are solely responsible for the activity that occurs on your Account, regardless of whether the activities are undertaken by you or the third party, and for keeping your account password secure. You may never use another person's user account or registration information for the Services without permission. You should never publish, distribute or post login information for your Account. You shall have the ability to delete your account through the account settings.

## **Inactive accounts deletion**

We reserve the right to delete your inactive account and all the user data which is associated with it, with or without notice, if you have not been accessed it more than for 4 years. Deletion of the account and all user data (which is associated with it) is permanent and instant.

## **Limitation of liability**

You understand and agree that we are not liable to you for any direct, indirect, incidental, special, consequential or exemplary damages resulting from: (i) the use or the inability to use the Services; (ii) unauthorized access to or the loss, corruption or alteration of your data; (iii) statements or conduct of any third party on or using the Services; (iv) your failure to protect the confidentiality of any passwords or access rights to your Quemer account; (v) the acts or omissions of any third party using the Services; (vi) any advertising content or your purchase or use of any advertised product or Services; (vii) the termination of your account in accordance with the terms of these terms of Use.

## **Duration of the contract/Termination of the contract**

This agreement commences on the date you accept it and continues until you delete your account. After termination of the contract your account information and data related with it will be deleted immediately. We reserve the right, in our sole discretion, to terminate your access to all or any part of the Services at any time, with or without notice, effective immediately, including but not limited to as a result of your violation of any of these Terms of Use or any law, or if you misuse system resources, such as, by employing programs that consume excessive network capacity, CPU cycles, or disk IO.

## **General terms**

We reserve the right to amend these terms and conditions at any time and without notice. If we do this, we will post the amended terms and conditions on our website ([www.quemer.com](http://www.quemer.com)). Your continued use of the Services after any such changes constitutes your acceptance of the new terms and conditions. If you do not agree to any of these terms or any future terms and conditions, do not use or access or continue to access the Services. This agreement applies to all visitors or users who access the Services.