

Terms and Conditions

Last updated: December 17, 2018, version 0.9

These Terms and Conditions ("Terms", "Terms and Conditions") govern your relationship with **pdf4me.com** website or **api.pdf4me.com** SaaS-Service (the "Pdf4me-Service") operated by Ynoox LLC ("Pdf4me", "Ynoox", "us", "we", or "our"). Ynoox LLC is the legal entity providing the Pdf4me-Service.

Please read these Terms and Conditions carefully before using the Service.

Your access to and use of the Pdf4me-Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, developers and others who access or use the Pdf4me-Service.

By accessing or using the Pdf4me-Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

Subscriptions

Some parts of the Pdf4me-Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles are set either on a monthly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or Pdf4me cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting Pdf4me customer support team.

A valid payment method, including credit card or PayPal, is required to process the payment for your Subscription. You shall provide Pdf4me with accurate and complete billing information including full name, address, state, zip code, country and a valid payment method information. By submitting such payment information, you automatically authorize Pdf4me to charge all Subscription fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, Pdf4me will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

Free Trial

Pdf4me may, at its sole discretion, offer a Subscription with a free trial for a limited period of time ("Free Trial").

You may be required to enter your billing information in order to sign up for the Free Trial.

If you do enter your billing information when signing up for the Free Trial, you will not be charged by Ynoox LLC until the Free Trial has expired. On the last day of the Free Trial period, unless you cancelled your Subscription, you will be automatically charged the applicable Subscription fees for the type of Subscription you have selected.

At any time and without notice, Pdf4me reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free Trial offer.

Fee Changes

Pdf4me, in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

Pdf4me will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of the Pdf4me-Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

Refunds

Except when required by law, paid Subscription fees are non-refundable.

Customer Data

Data sent to the Pdf4me-Service like documents, images or any other data to perform its operation will be held secure from access by any other customers.

Depending on the Pdf4me-Service functionality data will never be stored (usage of Pdf4me-Service in synchronous operation) or stored until its required functionality could be executed (for asynchronous, job operations). Operations which are executed asynchronously need to store the input data and transformed data until the delivery has been acknowledged or the lifecycle of data has been reached. Acknowledgments must be provided your service or your configured integration (e.g. Dropbox, OneDrive). In case of failures an automatic reprocessing will happen until a custom configurable timeout is reached. After that the data will be removed and not accessible anymore to you. Each customer data entity is governed by a customizable lifecycle period. Once the lifecycle is reached the data will be removed and not accessible anymore to you.

Data may still be on the backup in our system and is managed by the cloud provider.

Content

Our Pdf4me-Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for the Content that you post to the Service, including its legality, reliability, and appropriateness.

By posting Content to the Pdf4me-Service, you grant us the right and license to use, modify, perform, display, reproduce, and distribute such Content on and through the Service. You retain any and all of your rights to any Content you submit, post or display on or through the Service and you are responsible for protecting those rights.

You represent and warrant that: (i) the Content is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms, and (ii) the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

Accounts

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Pdf4me-Service and for any activities or actions under your password, whether your password is with our Pdf4me-Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trade mark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

Links To Other Web Sites

Our Service may contain links to third-party web sites or services that are not owned or controlled by Pdf4me.

Pdf4me has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Pdf4me shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Termination

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Pdf4me-Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

Limitation Of Liability

In no event shall Ynoox LLC, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Pdf4me-Service; (ii) any conduct or content of any third party on the Pdf4me-Service; (iii) any content obtained from the Pdf4me-Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Your use of the Pdf4me-Service is at your sole risk. The Service is provided on the base of the Pdf4me SLA. The Pdf4me-Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement.

Governing Law

These Terms shall be governed and construed in accordance with the laws of Switzerland, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

Contact Us

If you have any questions about these Terms, please contact us.