

Avian Cloud | Terms of Service

EFFECTIVE DATE: 14-06-2023

1 INTRODUCTION

Avian ApS ("Avian," "we," "us," "our") provides a platform for digital forensics, incident response, and eDiscovery, including Avian Cloud (collectively, the "Services"), and operates the website located at aviancloud.co (the "Website"). Avian ApS is a Danish entity located in Copenhagen, Denmark. If you have questions about these User Terms of Service (the "Terms"), please contact us at support@aviancloud.co.

By accessing or using the Services and Website, you ("Subscriber," "Administrator", "User", "you," "your") acknowledge that you have read, understand, and agree to be bound by these Terms, and our Privacy Policy. If you do not agree to these Terms, do not access or use the Services and Website.

2 ELIGIBILITY AND SCOPE

The Services and Website are intended solely for Users who are at least 18 years of age and who are capable of forming legally binding contracts under applicable law. If Avian has previously prohibited you from accessing or using the Services and Website, you are not permitted to access or use them.

3 ACCOUNT REGISTRATION AND SECURITY

To access certain features of the Services and Website, you may be required to register for an account. When registering, you agree to provide accurate, complete, and current information. It is your responsibility to maintain the confidentiality of your account information, including your username and password. You are responsible for all activities that occur under your account and agree to notify us immediately of any unauthorized access or use of your account.

4 PROPRIETARY RIGHTS

The Services and Website, including their entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by Avian, its licensors, or other providers of such material and are protected by international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. Your use of the Services and Website does not grant you ownership of any content, code, data or materials you may access on the Website or through the Services.

5 USER CONTENT AND DATA PROCESSING

The Services allow you to submit information, text, files, photos, and other materials (collectively, "User Content") and to share that User Content with others. By submitting User Content, you represent and warrant that you have all necessary rights and permissions to do so. You retain all rights to your User Content.

Data uploaded by the User remains under the User's control and responsibility. The Subscriber appoints Avian as a data processor. Avian will not access or process the data without explicit instructions from the Subscriber, except as required to provide the Services or comply with applicable law. Our subprocessors include Microsoft, Google, Hotjar, Hubspot, Zendesk, Chargebee.

6 DATA RETENTION AND DELETION

We will retain your data while your subscription is active, and for other data than User Content up to 1 year thereafter or as required by law. User Content will only be retained while a subscription is active. You are responsible for exporting your data before the end of the subscription. Avian will provide features to make this possible.

7 DATA COLLECTION AND USAGE TRACKING

Avian respects the privacy of its Users and the sensitivity of case data. Avian does not collect any case data to data services outside the customer's Avian Cloud tenant.

However, Avian does collect and track information about the usage of the Services to improve the security, stability, functionality, user experience of the Services, and for other internal business purposes. By using the Services, you agree to such collection and usage tracking.

Specifically, Avian collects and tracks data about the usage of each service, e.g. website traffic, login events, non-sensitive application events, observability metrics.

8 LIMITATIONS ON USE

The use of the Services and Website is subject to all applicable local, state, national and international laws and regulations, and you agree not to violate such laws and regulations. Any attempt by any person to deliberately damage the Services or Website is a violation of criminal and civil laws. Avian reserves the right to seek damages from any such person to the fullest extent permitted by law.

9 SERVICE LEVEL AGREEMENTS AND INTERRUPTION

The service level agreements (SLAs) will be according to the details of the subscription. Any interruption in service is handled using our Incident Management process. For further details, please refer to the subscription agreement or contact us at support@aviancloud.co.

10 TERMINATION

Avian may terminate or suspend your access to the Services and Website in the event of a breach of these Terms by the User, in the event of force majeure, loss of availability to supplier resources, or at the end of a subscription term. Any termination will be without prejudice to any rights or remedies Avian may have against you in respect of any breach of these Terms. Upon such termination or suspension, your right to use the Services and Website will immediately cease. In the event that Avian has received advance payment these will be refunded prorata.

11 DISCLAIMER OF WARRANTIES

The Services and Website are provided "as is" and "as available," without warranty of any kind, either express or implied. Without limitation of the foregoing, Avian specifically disclaims any and all warranties, including, but not limited to: (i) any warranties concerning the availability, accuracy, appropriateness, reliability, timeliness, usefulness, or otherwise of the content of the Services and Website; and (ii) any warranties of title, warranty of non-infringement, warranties of merchantability or fitness for a particular purpose.

12 LIMITATION OF LIABILITY

Avian's liability to you is limited. To the maximum extent permitted by law, Avian shall not be liable for damages of any kind (including, but not limited to, special, incidental, or consequential damages, lost profits, or lost data, regardless of the foreseeability of those damages) arising out of or in connection with your use of the Services or Website or any other materials or services provided to you by Avian.

13 CHANGES TO THE TERMS

Avian reserves the right, at its discretion, to revise these Terms at any time. Such changes will be effective upon posting the revised Terms on the Website. Users should check these Terms periodically for such changes. By continuing to use the Services and Website after such changes are posted, you are expressing acceptance of the revised Terms.

14 GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of Denmark, without regard to its conflict of laws rules. You agree to the personal jurisdiction by and venue in the courts in Copenhagen, Denmark, and waive any objection to such jurisdiction or venue.

Please contact us at support@aviancloud.co with any questions regarding these Terms.