

## **Terms of Service**

Welcome to MediaDrive.Family! These terms of service (“**Terms**”) cover your use and access to our website (“**Services**”). Your agreement to these terms are with MediaDrive.Family Corporation. By using our Services, you’re agreeing to be bound by these Terms. If you’re using our Services for an organization, you’re agreeing to these Terms on behalf of that organization.

## **Your Files & Your Permissions**

When you use our Services, you upload files to be stored, shared, viewed, listened to or downloaded. (“**Your Files**”). Your Files are yours. These Terms don’t give us any rights to Your Files except for the limited rights that enable us to offer the Services.

We need your permission to do things like hosting Your Files, backing it up, and sharing it when you ask us to. Our Services also provide you with features like photo thumbnails, collaboration, sorting, sharing, and searching. These and other features may require our systems to access, store, and scan Your Files. You give us permission to do those things, and this permission extends to our affiliates and trusted third parties we work with.

## **Sharing Your Files**

Our Services let you share Your Files with others, you do so under your own power and risk. You have full control of turning on or off sharing, however anything that happens to your files while they are shared is your responsibility, not ours.

## **Colaboration**

If you provide collaborative access to your files or folders with another subscriber, MediaDrive.Family is not responsible for changes someone else makes to Your Files or for comments/content created.

## **Your Responsibilities**

You’re responsible for your conduct. Your Files and you must comply with local, state and federal laws. Content in the Services may be protected by others’ intellectual property rights. Please don’t copy, upload, download, or share content unless you have the right to do so. Do not store any images or video of pornography, child pornography, criminal activity, or similar items prohibited by law.

We may review your conduct and content for compliance with these Terms. However, we have no obligation to do so. We aren't responsible for the content people post and share via the Services.

Safeguard your password to the Services, and keep your account information current. Don't share your account credentials or give others access to your account.

#### **Software**

There is no unique software to download to use any part of our Services. However, web and mobile browsers must be up-to-date and computers/devices require adequate internet connectivity to connect to our Services.

#### **Our Site and Services**

The Services and website are protected by copyright and combination of coding is intellectual property of MediaDrive.Family Corporation

#### **Copyright of others**

As you upload Your Files, be reminded that pictures, audio, video or other types of media may belong to someone else. It is important to recognize property of others. When you store Your Files for your own use and storage, you are doing so with understanding that you have use and rights to do so. When you share Your Files via Our Service you acknowledge that you have rights to do so. Anything posted to public links that are found to be in violation of another person or company's copyright will be the sole responsibility of the account holder.

MediaDrive.Family holds no liability of copyright infringement of our subscribers or trial users. We respond to notices of alleged copyright infringement by notifying the account owner. We reserve the right to delete or disable content alleged to be infringing and terminate accounts of repeat infringers.

#### **Paid use**

Paid accounts are based on an annual basis. You may increase or decrease your features at any time. Paid accounts must be canceled 10 days prior to renewal. You may cancel at any time, however there are no refunds unless required by local law.

#### **Free use**

Trial and free accounts are based on an annual basis. You may increase to a paid account any time. Trial and free use accounts expire after 12 months of non-use. We reserve the right to

change the terms of free use of the site at any time. Existing free accounts are not grandfathered and will automatically conform to any new changes.

**Termination of Services**

We reserve the right to terminate your account at any time if:

- 1) Terms of this agreement are violated.
- 2) You are using our site for illegal activity.
- 3) Your free account has no activity for over 12 months.
- 4) Failure to pay for subscribed services with no response to auto payment or 3 contact attempts.

Your files may not be backed up in the case of termination.

**Modifications or Discontinuation of Services**

We reserve the right to modify the appearance, function or terms of the website at any time. In the event of a discontinuation, a minimum of 48 hours of warning will be provided via electronic communication on file to advise.