

Acceptance of Terms

The Terms of Service comprises any usage of Web sites in the form of account.atadesk.com (where account means any company or individual name), at a particular moment in time. Ataminds provides Atadesk Service to you, subject to this Terms of Service agreement. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes.

You can review the most current version of the Terms of Service at any time at: <http://www.atadesk.com/atadeskproduct/en/terms.pdf>. By signing up to use the Service, you signify your binding acceptance of the TOS and you represent that you are of legal age to form a binding contract. Violation of any of the terms below will result in the termination of your Account. While Ataminds prohibits such conduct and Content on the Service, you understand and agree that Ataminds cannot be responsible for the Content posted on the Service, and you nonetheless may be exposed to such materials. You agree to use the Service at your own risk.

General Conditions

- ✓ You must provide your legal full name, a valid email address, and any other information requested in order to complete the sign-up process.
- ✓ You are responsible for maintaining the security of your account and password. Ataminds cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
- ✓ You are responsible for all Content posted and activity that occurs under your account.
- ✓ Your use of the Service is at your sole risk. The service is provided on an "as is" and "as available" basis.
- ✓ Technical support is only provided via email or through the support area.
- ✓ You understand that Ataminds uses third-party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.
- ✓ You must not modify, adapt, or hack the Service to falsely imply that it is associated with Atadesk or Ataminds.
- ✓ You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Ataminds.
- ✓ We may, but have no obligation to, remove Content and accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

- ✓ You understand that the technical processing and transmission of the Service, including your Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
- ✓ You must not upload, post, host, or transmit unsolicited email, SMSs, or "spam" messages. You must not transmit any worms or viruses or any code of a destructive nature.
- ✓ If your bandwidth usage significantly exceeds the average bandwidth usage (as determined solely by Ataminds) of other Atadesk customers, we reserve the right to immediately disable your account.
- ✓ Ataminds does not warrant that (a) the service will meet your specific requirements, (b) the service will be uninterrupted, timely, secure, or error-free, (c) the results that may be obtained from the use of the Service will be accurate or reliable, (d) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (e) any errors in the Service will be corrected.
- ✓ You understand and agree that Ataminds shall not be liable to you for any direct, indirect, incidental, special, consequential, or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data, or other intangible losses (even if Ataminds has been advised of the possibility of such damages), resulting from: (a) the use or the inability to use the Service; (b) the cost of procurement of substitute services resulting from any services obtained through or from the Service; (c) unauthorized access to or alteration of your transmissions or data; (d) statements or conduct of any third party on the Service; (e) inaccuracies, mistakes, or errors of content; (f) personal injury or property damage of any nature whatsoever resulting from your access to and use of the Service; (g) any bugs, viruses, Trojan horses, or the like, which may be transmitted to or through the Service by a third party. In the event this limitation of liability shall be for any reason held unenforceable or inapplicable, you agree that the aggregate liability of Ataminds shall not exceed an amount corresponding to your monthly fee.
- ✓ The failure of Ataminds to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitute the entire agreement between you and Ataminds and govern your use of the Service, superseding any prior agreements between you and Ataminds (including, but not limited to, any prior versions of the Terms of Service).
- ✓ Ataminds reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. Ataminds shall not be liable to you or to any third party for any modification, price change, suspension, or discontinuance of the Service.
- ✓ Prices of all Services, including but not limited to monthly subscription plan fees to the Service, are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to the Atadesk Site (www.atadesk.com).

Copyright and Content Ownership

We claim no intellectual property rights over the material you provide to the Service. The Service content, your profile, and materials uploaded remain yours.

The look and feel of the Service, as well as its programming code belong solely to Ataminds (all rights reserved). You may not duplicate, copy, or reuse any portion of the HTML/CSS or visual design elements without express written permission from Ataminds.

Cancellation and Termination

You are solely responsible for properly canceling your account. You can cancel your account at any time by clicking on the Account link in the global navigation bar at the top of the screen and finding the option "Cancel Account." No other means will be accepted for account cancellation.

All of your Content will be immediately deleted from the Service upon cancellation. This information cannot be recovered once your account is cancelled.

If you cancel the Service before the end of your current paid-up month, your cancellation will take effect immediately, and you will not be charged again.

Ataminds, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your account or your access to your account and the forfeiture and relinquishment of all Content in your account. Ataminds reserves the right to refuse service to anyone for any reason at any time.

Payment and Refunds

The Service is billed in advance on a monthly basis and is non-refundable. There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open account. For any upgrade or downgrade in plan level, your credit card will automatically be charged the new rate on your next billing cycle.

If you initially sign up for any Atadesk plan, and you do not provide credit card details within your 30-day trial period, your account will be downgraded to a tiny Free plan at the end of the trial period (this may cause the loss of content). If you have provided credit card details before the end of your 30-day trial, you will be billed starting on the 30th day after your account was initially created.

A credit card is not required for signing up for a Free plan, as it is not required for signing up for a free trial account, no matter the plan chosen. Twenty days after signing up, you will receive an email containing all instructions on how to enter credit card data, and if you decide to continue with a paid plan, you will be billed accordingly.

Downgrading your plan may cause the loss of content, features, or capacity of your account. Ataminds does not accept any liability for such loss.

All fees are in U.S. dollars and exclusive of all taxes where appropriate.