Terms of Service

SERVICE SUBSCRIPTION AGREEMENT & TERMS OF SERVICE

The following service subscription agreement & terms of service (the Agreement) govern the use of our services. This agreement is legally binding between Sharp Inc and its affiliates, and subsidiaries (referred to as "us", "our" and "we" in this agreement), and user as our customer. Sharp Archive is an archive solution that provides a user an opportunity to archive their data on supported platforms in a secure and hassle-free environment. Please read this Terms of Service and Privacy Policy very carefully before accessing or using our service.

BY ACCESSING, OR OTHERWISE USING ANY PART OF THE SHARP INC SERVICES, YOU AGREE TO BE BOUND BY THIS TERMS OF SERVICE. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN YOU MAY NOT ACCESS OR USE ANY OF OUR SERVICES. IF THESE TERMS OF SERVICE ARE CONSIDERED OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS OF SERVICE. WE REQUEST YOU TO PLEASE CHECK THIS PAGE REGULARLY TO TAKE NOTICE OF ANY CHANGES WE MAY HAVE MADE TO THE TERMS OF SERVICE.

If you are entering into this agreement on behalf of any corporation/company or any other legal entity, then you agree that you have an authority to bind such corporation/company or any other legal entity into this agreement. For the purpose of this agreement "customer", "you" "your" "user" shall refer to you.

1. DEFINITIONS

a) "Account" means an account enabling a user to use and access the Sharp Inc Services.
b) "Agreement" means and includes this agreement, with any schedules, and any amendments made to this agreement from time to time.
c) "Subscription Period" refers to a period for which you rely use and access our services.
d) "Third-Party Platforms" refers to Sharp Archive supported social media platforms, websites, other messaging, and communication services, on which our users can use and access our archiving solution.
e) "User" means a natural person or legal person who subscribes to our services and accepts the responsibility for the payment of such services.

2. PRIVACY OF USER

Summary: To understand our privacy practices kindly visit our Privacy Page

Please review our Privacy Notice, which also governs your use of our services to fully understand our practices at https://sharparchive.com/privacy-policy

3. ELIGIBILITY OF USAGE

Summary: We do not provide any of our offerings to a minor person. If you are a minor and wish to avail any of our services, then you may do so with the involvement of your parents or a guardian.

Sharp Archive does not offer any services directly to children, but it offers them to adults. If you're a minor, you may use Sharp Archive only with the involvement of a parent or guardian, we reserve the absolute right to refuse the service, terminate accounts, remove, or edit content, or cancel orders placed by children

4. USE OF SERVICE

Summary: There are some basic requisites, which needs to be fulfilled to access and use our services. Please go through the requirements carefully before signing up for our services.

4.1. To access our services, you must have a login account associated with a valid e-mail address. Unless explicitly permitted by us, you will create only one account per e-mail address.

4.2. You shall be responsible to authorize our service with the supported social media platforms and websites by providing your authentication information on the supported social media platforms and websites. Failing which we shall not be liable to provide any service to you, despite receiving the fee referred under clause 9 of this agreement.

5. TERM OF THIS AGREEMENT

Summary: Below is the period for which this agreement is binding on the parties.

5.1. This agreement shall come into force upon the date on which a user signs up and pays for our services.

5.2. This agreement shall continue to remain in force for the subscription term for which a user signs up to avail our services unless terminated before expiry of the termination period.

5.3. Upon expiration or termination, you will no longer be authorized to use or access our services and we would reserve absolute right to delete all your data and other documents, that you have stored in connection with our services.

6. OUR RESPONSIBILITIES

Summary: We undertake to take reasonable efforts to ensure our services are available 24x7 throughout the term of this agreement. However, due to the technical nature of our solution, we cannot guarantee 100% uptime of our solution. Though we duly undertake to resolve all issues as quickly as possible.

6.1. We shall be using commercially reasonable efforts to ensure that our archive solution is available 24 hours a day, 7 days a week, except for planned downtime and unavailability caused by circumstances beyond our reasonable control.

6.2. We would make our best efforts to resolve the complaint of any user within 48 hours of the complaint.

6.3. We would be responsible for the performance of our personnel including our employees and contractors and their compliance with all the obligations specified under the terms, except as otherwise stated.

7. OBLIGATION OF A USER

Summary: We have imposed a certain obligation on our users: It is essential to carefully read and understand all the obligations imposed on you, before you access our services

7.1. The user shall be responsible for registering an account and ensuring that the information provided to us in the registration process is complete and accurate.

7.2. The user shall solely be responsible to maintain the confidentiality of his/her account. It shall be the duty of the user to immediately notify us of any unauthorized use of his/her account.

7.3. The user shall solely be responsible for all the activities undertaken in their account including all the actions and omissions undertaken by their employees, agents, contractors, or any other person authorized by the user to access our solution.

7.4. The user represents and warrants that their data shall not infringe any third-party rights including the intellectual property rights and confidential information of any third person.

7.5. The user shall comply with all the applicable local, state, national, and international laws or treaties in connection with the use of our services, including those related to data privacy, SPAM, or the transmission, recording, or storage of information.

7.6. The user shall restrain themselves from copying, distributing, performing, and displaying any ideas, features, functions, contents, and/graphics that are proprietary to us and our services.

7.7. The user shall undertake all reasonable efforts to prevent unauthorized access to our service.

7.8. We do our best to capture and store all the relevant information required by the user. However, since we do not have physical access to the user system or their accounts on third party platforms. So, we cannot guarantee that all the relevant information of the user is automatically stored on our solution. Therefore, User shall regularly monitor their accounts in order to ensure all the necessary information are stored and accessible in their account. It shall be the duty of the user to notify us of any information failures in their account.

7.9. The user shall grant us a limited, non-exclusive license to access, copy, transmit, download, display and reproduce their data as necessary required to provide, support, and improve our services.

7.10. We would be responsible for the performance of our personnel including our employees and contractors and their compliance with all the obligations specified under the terms, except as otherwise stated.

7.11. The user would grant us and our affiliates a worldwide, perpetual, royalty-free, and irrevocable license to use and incorporate into our services any suggestion, recommendation, feature enhancement, correction, or any other feedback provided by the User with regard to our services.

8. THIRD PARTY SERVICES

Summary: Our services our dependent upon the third-party websites. These third parties have their own protocols, terms of use and privacy practices. We cannot be responsible for their activities.

Our solution is dependent on third-party social media platforms, websites, other messaging or communication services and their API to receive the user data. These third-party services are not offered, controlled, or provided by Sharp Archive LLC. These third parties may make changes to its services, add functionalities, discontinue any services without notifying us. In addition, the availability of these services shall be dependent on the user's compliance with their terms. We do not control and shall not be responsible or held liable for how these third parties process, transmits, store, access, or provide data to us. Sharp Archive LLC shall not be liable for any sort of liability arising from the use of these third-party platforms or from any updates, modifications, corruption, loss of data, delivery failures, discontinuation, or termination of the user account by the third-party platforms. Further, the user shall not make us liable for any kind of data breaches that occurred due to the act of any third-party platform. If the user has a YouTube account connected to Sharp Archive then they are also agreeing to be bound by the YouTube Terms of Service (https://www.youtube.com/t/terms). If a user wishes to revoke access, please reference Google's security settings page (https://myaccount.google.com/security).

9. FEE & PAYMENT

Summary: You can read about our payment terms below.

9.1. You shall be liable to pay all applicable fees listed on our website for accessing and using our services. Our fee is based upon our service charge, storage capacity, and volume of Archive content.

9.2. You're required to pay all the required fees in the U.S. Dollar as per payment options listed on our payment page.

9.3. All the fee quoted on our website is subject to taxes applicable on our services from time to time.

9.4. In our monthly plan, your invoice would be due at the interval of 30 days. You're required to pay us in advance in order to enjoy seamless access to your Sharp Archive account.

9.5. In case if you fail to renew your account for a continuous period of 6 months, then we would reserve our right to terminate your account and delete your data without any notice.

9.6. We shall not be liable to refund your money in case you cancel your subscription between the subscribed period for any reason whatsoever. Though you shall continue to access your account and its data during the remaining subscribed period.

10. TERMINATION OF AGREEMENT

Summary: Both the parties have power to terminate this agreement by sending a termination notice to the other parties as mentioned under different circumstances below. In addition, you will also find the effects/consequences of termination below.

Termination of the agreement may be undertaken by either of the Party in the following situations:

10.1. Termination for Convenience
This agreement can be terminated by either party by providing at least 15 days advance written notice to the other party, citing the intention for the termination.

10.2. Termination for Breach
If any of the parties breaches the provision of the agreement and the same party fails to cure such breach, then the other party may terminate the agreement by giving a minimum of 3 days written notice to the other party, clearly citing the reasons for such termination. In addition, Sharp Inc retains the right to immediately terminate the account of a user in severe breach of the agreement. Further, Sharp Inc shall not be liable for any damages resulting from the suspension/termination of the user account. on our payment page.

10.3. Effect of Termination

a) In the event of termination of this agreement, all rights and licenses to the services granted by Sharp Inc to the user will immediately be terminated. Further, all fees or charges then due and payable, or to become due or payable in the future for the Services already rendered or opted, shall be considered as immediately due to the Sharp Inc and the user obligation to pay such amounts shall survive.

b) In case if the user requests us to return their archive data, then he/she would be required to pay us the then data extraction and exportation fees plus any hardware cost as specified at that time.

11. INTELLECTUAL PROPERTY RIGHTS

Summary: All intellectual property rights concerning Sharp Archive is solely owned by us. We are empowered to take all necessary legal actions against the infringing user.

All the intellectual property rights in connection with our service, website, software, hardware, database, networks, application programming interface, product, material design, layout, look, logos, appearance, and graphics of this app shall be exclusively owned by Sharp Inc. Reproduction of our intellectual property rights is completely prohibited unless it is done in accordance with this Terms of Service. Any such infringement may give rise to legal action against you. In addition, any kind of user data archived by our solution would be the sole and exclusive property of the user, and other than the limited license, which is granted to Sharp Inc by the user, nothing in this agreement, will serve to transfer any intellectual property of the client to us.

12. VIOLATION AND TERMINATION

Summary: Below we have defined certain kinds of violations, which empowers us to terminate your account and take all applicable legal remedies against the users found in such violations

12.1. You shall not use our services for any illegal, unlawful, unauthorized, or prohibited purposes, nor may you violate any laws in the use of our services. We shall reserve the right to immediately and without notice suspend your account and take appropriate legal action against you in case you are found using our services for any kind of illegal purpose or activity.

12.2. We may refer any suspected fraudulent, abusive, or illegal activity to appropriate law enforcement authorities. These remedies are in addition to any other remedy which we may have under any other law.

12.3. If we or you terminate your use of any service, you shall still be liable to pay for any order that you have already ordered till the time of such termination.

13. APPLICABLE LAW AND JURISDICTION

Summary: Below we have identified the exclusive laws and jurisdictions applicable in case of any conflict.

These terms shall be governed by and constructed in accordance with the state laws of the State of Colorado, and all the disputes arising in relation to these terms, or our services shall only be subjected to the exclusive jurisdiction of the Arapahoe County Court. Except that to the extent, you have in any manner violated or threatened to violate our intellectual property rights or any other terms referred to in this agreement, we may seek injunctive or other appropriate relief in any state or courts Worldwide.

14. LIMITATION OF LIABILITIES

Summary: We shall not be liable for any kind of claims, loss, liabilities, and damages emerging from the use of our services.

14.1. In no event shall Sharp Inc, its affiliates, and our directors, employees, partners, members, consultants, officers, and agents be liable to any user or any third person for any claims, losses, liabilities, cost or/and damages including but not limited to direct, indirect, consequential, or punitive damages, including business interruptions, network failures, loss of profits, data loss or any other liability or damages arising from use or access of our services.

14.2. In no event Sharp Inc shall be held responsible or liable for any failure to comply/satisfy the achieving requirements set out by the different regulatory bodies established under the law. It shall be the sole duty of users to regularly check and ensure that they are always compliant with the applicable archiving requirements set out under the law from time to time.

15. REPRESENTATION AND WARRANTIES

The Parties to this Agreement represent and warrant the following:

15.1. Both Parties are validly incorporated under the laws of their appropriate jurisdiction.

15.2. Both Parties have the authority to enter into this transaction as per their constitutional documents.

15.3. Both parties are not restricted by any means or any past obligations to enter into this agreement.

15.4. The entry into this transaction does not violate any law or contractual obligations of the Parties

16. INDEMNIFICATION

By accessing and using our services, users agree to indemnify, defend, and hold us, our directors, officers, employees, consultants, agents, and affiliates, from any and all third-party claims, liabilities, damages, or cost arising from your use of our solution, breach or any other infringements.

17. SEVERABILITY

If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

18. DISCLAIMER

IN NO EVENT WILL THE SHARP ARCHIVE OR ITS REPRESENTATIVES, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS BE LIABLE FOR ANY DAMAGES, ARISING OUT OF OR RELATED TO MISUSES DUE TO THE NEGLIGENCE OF THE CUSTOMER, AND THE CUSTOMER SHALL SOLELY BE HELD LIABLE FOR HIS/HER ACTS. SHARP ARCHIVE NEVER ASK OUR CUSTOMER TO SHARE THEIR CONFIDENTIAL INFORMATION LIKE ACCOUNT PASSWORD, OTP, CREDIT/DEBIT CARD DETAILS WITH ANYONE, EVEN THOUGH A PERSON CLAIM TO BE OUR EMPLOYEE. NONE OF OUR EMPLOYEES WOULD EVER ASK YOU FOR SUCH INFORMATION.