

## I. INTRODUCTION

PushrCDN.com (hereinafter: "PUSHR" and "the service") provides data storage and caching services to its customers based on the following provisions: PUSHR provides its users with an infrastructure which enables the user to upload, store and share digital information in the form of electronic files. All files are treated confidentially by PUSHR. The files present physically on PUSHR's servers are not being catalogued, nor listed by the service.

## II. RULES

The service allows for uploading, storing and/or sharing information irrespective of the file format. Storing, sharing, uploading, downloading and/or distributing information which, or part of it, is a content that may be illegal, abusive or copyrighted by third parties is prohibited. In the event such content is stored on PUSHR's storage servers, it will be promptly removed when PUSHR has been notified of it. Should the content be stored on servers outside of PUSHR's infrastructure, the service may notify the ISP of the origin and forward takedown notices and complaints to them. PUSHR is entitled to terminate without notice the contractual relationship with users who infringe repeatedly upon these rules.

## III. USAGE

At its discretion, PUSHR shall provide its users with administration, storage and caching capacities. It is entitled to temporarily prohibit the saving of new files, set limits for the maximum possible file sizes, to limit the transfer speed, as well as to restrict or modify all aspects of the service in future. The users are obliged to keep user names and passwords of their accounts confidential. It is not permitted to forward user names and passwords to third parties. It is forbidden to use the login data in a way a third party and/or software could activate an operating sequence (e.g. upload, download, changing the account settings) with the help of the forwarded login data that is used to access PUSHR, except for an authorized activities via PUSHR's API interface. Such authorization is automatically granted with the generation of a unique API key. Any damages, that arise from negligent forwarding of passwords, or unauthorized access to accounts, shall not be reimbursed by PUSHR.

## IV. CUSTOMERS' RIGHTS

Users of PUSHR'S infrastructure and services can exercise the option of expanding their accounts with chargeable bandwidth and storage increments, as well as by purchasing optional features from their control panel, so that they can use additional services and improvements, such as bandwidth and storage capacity expansion and others. Further information about paid services is posted on PUSHR's website and is accessible by both registered and non-registered users. Paid services may be also given away to random users for free as part of a promotion or as a give away. Payment methods, pricing and services are described in full detail on PUSHR's website.

## V. DATA

All data stored on PUSHR servers should be not solely relied on. The service, as in terms of technical availability, is prone to errors, disasters and other force major events that may interrupt its availability temporary or permanently. Users of the service are strongly advised to keep copies of the files they upload to PUSHR. In the event of hardware failure or service discontinuance where data loss or data unavailability may occur, the service shall not be kept responsible by its users in any way.

#### VI. MAINTENANCE AND OTHERS

To keep it's systems fully operable and in good technical health, as well as to expand or improve any or all aspects of it's services, PUSHHR may run maintenance procedures of varying nature. When such procedures are planned ahead of time and are not part of force major events, the service will inform its users via email including a brief description of the planned procedure no less than three (3) days prior to the maintenance window.

#### VII. LIABILITY, COPYRIGHT INFRINGEMENT AND LAW COMPLIANCE

PUSHHR, as a provider, is respectful to its users and their constitutional right of privacy. The files uploaded to the service are not being accessed, actively checked or watched after by PUSHHR. By uploading, sharing, storing, downloading, distributing, or making available of any information via the service, the user clearly and without a doubt, states that they have the right to do so and that the files are not breaking any laws that may apply. Upon suspicion of intellectual property infringement, the copyright owner/s and/or their authorized representatives shall provide an unequivocal proof of ownership/authorization to act on behalf of the copyrights owner, and to follow and comply with the procedures outlined in The DMCA/EUCD directives, to which PUSHHR adheres.

#### VIII. COMPANY INFORMATION

PUSHHR is a service by NetStack Ltd,  
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1336 Sofia, Bulgaria.  
VAT ID: BG202464656