

## Terms of Use for the Bitport Service

### 1. INTRODUCTION

Bitport is a data storage site where Users can store files they need exclusively by downloading them from the Internet via Torrents. Each User which uses Bitport must comply with the rules given in the Terms below. The User does not allow the use of Bitport by any User who does not agree to the Terms, and that when registering and initially using Bitport, the User unconditionally agrees to the Terms and agrees to comply with them. Part and parcel of these Terms are also the Personal Data Protection Guidelines and the Notification of Objectionable Content, which together constitute the full contractual relationship between the User and the Company.

In agreeing to these Terms, the User confirms that he/she understands how Torrents function, particularly that when downloading data from the Internet via Torrents, part of the downloaded data is simultaneously shared. Bitport is intended for downloading files which are freely available on the Internet which may be downloaded and shared by the User without the consent of any third party, especially copyright holders or parties where the User has the consent of copyright holders. For files which can only be shared with the consent of a third party, this consent must be verified by the User him/herself. The User bears in mind and agrees that he/she is obliged to secure such consent and if the User does not have this consent, the rights of third parties may be violated, a situation for which the User, not the Company, is liable. Bitport does not contain any Torrents, lists of Torrents, or recommendations of where to find Torrents. It only contains the ability to search for Torrents via applications provided by a third party. It is entirely up to the User to place a Torrent on Bitport with which it intends to download data to the Server or to use the Search Service to find one. By accepting these Terms, the User confirms and agrees when using Bitport and using the Services not to violate the rights of third parties, especially copyrights. If such violation of rights occurs, the Company is entitled to proceed as specified below in these Terms.

### 2. DEFINITIONS

For the purposes of these Terms, the capitalized terms below have the following meanings:

“**Bitport**” means the Internet application operated on the website [www.Bitport.io](http://www.Bitport.io) and the services offered on them, especially the Services.

“**Price List**” means the current offer of Services and their prices listed on Bitport. Prices in the Price List are given including value added tax and any other fees.

“**Internet**” means the world-wide computer network.

“**Contact**” means the Company e-mail: [info@bitport.io](mailto:info@bitport.io).

“**Contact Form**” means the form located on Bitport which the User can use to contact the Company.

“**Civil Code**” means Act no. 89/2012 Coll. of the Civil Code, as subsequently amended.

“**Content**” means the data, selected by the User, which the User has stored or intends to store on the Server using the Download Service.

“**Notification of Objectionable Content**” means the guidelines for notifying objectionable content listed on Bitport on the website <https://bitport.io/abuse>.

“**Terms**” means these terms for using the Bitport service which are part of the Agreement.

“**Space**” means the space on the Server listed in GB (gigabytes) which are available to the User for a certain time period.

“**Server**” means the virtual space provided by the Company on which the User may store Content.

“**Download Service**” means the right of the User to use a program enabling the download of Torrents.

“**Storage Service**” means the service selected by the User for storing data on the Server via Torrents.

“**Search Service**” means the service to search for Torrents on the Internet.

“**Additional Services**” means any additional services offered on Bitport which are not the Search, Download or Storage Services.

“**Services**” means the Search Service, Download Service, Storage Service and Additional Services.

“**Agreement**” means the agreement entered into by the User with the Company for the provision of Services. These Terms are also part of the Agreement. The Agreement is concluded as an agreement not specially regulated by the Civil Code.

“**Torrent**” means a file with the extension .torrent which the User finds on the Internet through the Search Service or uploads to the Server using a link or from his/her own computer, or a file with the extension .torrent which the User creates on Bitport through conversion from a magnet link.

“**Account**” means the account of the User on Bitport listed under his/her user name.

“**User**” means the user of the Services.

“**Act**” means Act no. 480/2004 Coll. on certain information society services and the change of certain acts (Act on Certain Information Society Services), as subsequently amended.

“**Personal Data Protection Guidelines**” means the guidelines for protecting personal data listed on Bitport on the website <https://bitport.io/privacy-policy>.

### **3. Using Bitport**

3.1. The User is only entitled to use Bitport after registering. Registration is complete when the User provides an e-mail address which must duly identify him/her as a User, a password for accessing Bitport, and agrees to these Terms and the Personal Data Protection Guidelines. Data entered by the User during registration may not be misleading in any way as to the true identity of the User. After registering, the User will receive an e-mail with a link to confirm registration which will take the User to the registration confirmation website.

3.2. The User is also entitled to use Bitport after registering through the Facebook social network. When registering through Facebook, the User agrees to these Terms and the Personal Data Protection Guidelines and the fact that Bitport will receive the User’s e-mail information from Facebook. Registration is complete when both of these steps have been taken.

3.3. The Agreement is concluded at the moment registration is complete, simultaneously no later than when the User first uses the Services. The Agreement is concluded for an indefinite period.

3.4. The Agreement (especially these Terms, Personal Data Protection Guidelines, Notification of Objectionable Content and the Price List) are available to every User on Bitport.

- 3.5. When using Bitport, the User may only use the Services in strict compliance with these Terms.
- 3.6. The User bears in mind and agrees that
- a) at the moment of registration he/she consents to these Terms and declares that he/she has duly read and understood them and unconditionally agrees to them;
  - b) Bitport will be used exclusively in accordance with these Terms, the legal code of the Czech Republic and any other legal code, and that the User shall not do anything which might disrupt or damage the operation of Bitport, violate the rights of third parties, or which is unethical in any way;
  - c) he/she shall obtain all necessary consent for downloaded Content, for its sharing through Torrents and its storage on the Server, provided such consent is necessary;
  - d) he/she shall not store Content on Bitport which promotes or contains racist, nationalist, religious or other hatred, violence or discrimination, or other unlawful activity, as well as prohibited pornography and other Content prohibited by law; and
  - e) costs for Internet connections are borne by each User according to the rates of their particular provider.
  - f) the Company is not liable for any behavior of the User using Bitport, and in particular the Company is not liable for Content which is stored and shared by the User.
- 3.7. The User is the only subject authorized to dispose of the Content which he/she has uploaded on the Server. As part of this disposition, the User may entrust the Company through commands given on Bitport to perform certain actions or use Additional Services. To be clear, the Company is not entitled at its own discretion to dispose of Content, however, the User authorizes the Company to dispose of Content if the Company is notified or otherwise learns that the Content or disposition of it is in violation of these Terms or legal regulations.
- 3.8. The User bears in mind and agrees that the Search Service is not provided by the Company, that it is provided through a third party, and that the Company does not bear any liability for the results of using the Search Service.
- 3.9. The User bears in mind and agrees that the Download Service runs exclusively according to the commands of the User and the Company does not bear any liability for these commands.
- 3.10. The User selects the settings for the ratio of sharing to downloading through the Contact or Contact Form. The User bears in mind and agrees that if he/she does not select such a ratio, then the download of data via Torrents is set on Bitport at a sharing to download ratio (seed ratio) of 1:1, or for 24 hours from the actual download of the Torrent. As soon as one of these conditions is met, sharing is ended.

#### **4. Rights and obligations of the User**

- 4.1. The User bears in mind and agrees that:
- a) by using Bitport the User is not entitled in any way to use the intellectual property of the Company, its labeling (including businesses and logos), or Bitport content, and agrees that without the consent of the Company it will not imitate, reproduce or traffic with the Company, its name or logo;

- b) without the consent of the Company, the User will not log on to Bitport in an automated manner (especially through computer programs other than Internet browsers or mobile applications, e.g. robots) or attempt to do so;
- c) the User will not upload any data on the Server or carry out any other activities which might endanger or damage the Server, Bitport or any network;
- d) the User will not log in using registration data which is not his/her own, and will not obtain or collect registration data of other users;
- e) the User will not provide his/her Account log in data to any other third person;
- f) if the User determines that his/her Account is being used in an unauthorized manner, the User will immediately notify the Company;
- g) the Company bears no liability for damages arising to the User through a violation of these Terms;
- h) the Company bears no liability for damage to a person who is not party to this Agreement.

4.2. The User agrees to indemnify the Company for all damages arising as a consequence of the violation of these Terms by the User.

## **5. Rights and obligations of the Company**

5.1. Unless stated otherwise in these Terms, the Company shall not conduct any monitoring of the Content downloaded by the User and is not liable for such Content.

5.2. The Company is only liable for Content pursuant to the provisions of Section 5 of the Act if:

- a) considering its activities and the circumstances and nature of the case it could have known that the Content or the actions of the User were illegal, or
- b) it demonstrably learned of the illegal nature of the Content or the illegal action of the User and did not immediately take all steps which could be expected of it to eliminate or prevent access to such Content

5.3. Pursuant to Section 6 of the Act, the Company is not required to monitor the content of data it transmits or stores or actively seek out facts and circumstances demonstrating illegal content of data.

5.4. The User bears in mind and agrees that (i) Bitport may be temporarily inaccessible, without the User be notified in advance and (ii) the Company is entitled to change the scope of Services provided and their functionality and the User in such case is not entitled to demand of the Company any compensation for damage or other compensation, unless stated otherwise by legal regulations.

5.5. The User bears in mind and agrees that the Company does not bear any liability for (i) the loss or damage of any data placed or stored on the Server and (ii) damage to hardware or software of the User when using Bitport, especially damage caused by Content.

5.6. If the Company feels that the use of Bitport by the User, the uploading of Content onto the Server, or the Content itself is in violation with the Terms or applicable legal regulations, it may at

its discretion (i) eliminate or possibly block any Content from the Server or (ii) cancel the Account of the particular User or (iii) temporarily block the User's access to Bitport.

## **6. Payments**

- 6.1. Unless stated otherwise in the Price List, there is a fee for using Bitport. The User bears in mind and agrees that if he/she fails to pay the Company the price for the Storage Service according to the Price List (provided this price is not zero), then he/she is unauthorized and the Company will prevent the use of any Service.
- 6.2. The price for the Storage Service is listed in the Price List for Space and is given in GB (gigabytes) per time period. During the time period for which the Space is provided, the User can always upload as much data as there are free GB (gigabytes) remaining up to the total capacity of the Space.
- 6.3. The price for Storage Service is determined according to the prices given in the Price List on the day the Storage Service is ordered. In the event of repeated payment for service according to article 6.6 below, the price for Storage Service is determined according to the price given in the Price List on the day of the order of repeated payment for the Storage Service.
- 6.4. The Price for the Storage Service may be paid by the User using technologies currently available on Bitport, for example via SMS, bank transfer, payment cards of the type listed on Bitport, or the PayPal service.
- 6.5. If so specified in the Price List, the User is entitled to pay for the Storage Service by exchanging Space for bitcoins.
- 6.6. The User is entitled to set up recurring payment for the Storage Service according to the current offer on Bitport. In such case, the User will be charged the amount according to the Price List at the frequency selected by the User. Before being charged for the particular time period, the User will always be notified by e-mail. The User is entitled to cancel recurring payment for the Storage Service no later than three days before the planned charge.
- 6.7. Upon request of the User, the Company shall return to the User the amount which the User paid for the Service, only in the event that the User has not yet started using the Storage Service.

## **7. Cancelling registration on Bitport**

- 7.1. The Agreement between the User and the Company for the use of Bitport and Services is terminated with the cancellation of the User's registration on Bitport.
- 7.2. The Company can cancel the User's registration on Bitport at any time, if so specified by these Terms, or if the Company is required to do so by law. Once registration is cancelled, the User is no longer authorized to use Bitport and if registration was cancelled due to a violation of Terms, the User cannot use Bitport in the future.
- 7.3. The User is entitled to terminate the Agreement at any time by cancelling his/her registration on Bitport.
- 7.4. In the event that the User's Space on Bitport is expiring, the Company will notify the User of this fact at least one week before it expires. In the event the User's Space expires, on the day it expires the Company will delete all data uploaded by the User onto the Server. After the User's Space expires, the Company is entitled at any time to cancel the User's registration.

7.5. If the User's registration is cancelled, the Company is entitled to delete all data uploaded by the User onto the Server.

7.6. The User, who is a consumer according to the Civil Code, bears in mind and agrees that pursuant to the provisions of Section 1837 let. a) of the Civil Code, if registration is cancelled the User is entitled to a refund of payment within 14 days of entering into the Agreement only in the event that he/she has not used the Storage Service. Consumers may contact the competent office of the Czech Trade Inspection Authority with any complaints.

## **8. Final provisions**

8.1. The User declares that he/she considers the rights and obligations set forth in these Terms to be fair, comprehensible and fully agrees to them.

8.2. The User agrees that the Company may unilaterally change these Terms to a reasonable extent. In the event of any changes to the Terms, the Company will notify the User at least 15 days in advance by e-mail. If the User does not agree to the changes in Terms, he/she shall notify the Company through the Contact or Contact Form and the Company will cancel the User's Account. If the User does not respond to a change in Terms, then it is understood that the User agrees to the change.

8.3. Communication between the Company and User shall exclusively take place electronically. The User may contact the Company through the Contact or Contact Form.

8.4. These Terms and the contractual relation established by them between the User and Company are governed by the laws of the Czech Republic. In the event of a dispute which cannot be resolved in a conciliatory manner, the court of jurisdiction for such dispute is the Prague 1 District Court on the district level and the Prague Municipal court on the regional level.

These Terms of Use for the Bitport Service go into effect as of August 1<sup>st</sup>, 2015