

Acceptable Use Policy

You are kindly invited to carefully read the terms and conditions contained in the following Acceptable Use Policy ("**AUP**"). It should be noted that, using the remote storage and sharing environment ("**Service**") made available by the company Silentwave Srls, VAT number 04698570266, based in Treviso, via Riccati 34, CAP 31100, ("**Silentwave**"), the user declares to have read and accepted the contents of the AUP.

Art. 1 - Use

The user, in addition to the provisions of art. 3.2 of the End User Software License Agreement, declares not to use the Service inappropriately and, in particular, undertakes not to:

- violate and / or attempt to circumvent a security or authentication measure in any way;
- access, tamper with or use non-public areas or parts of the Service or shared areas of the Service to which he has not been invited and / or for which he does not have the appropriate access privileges or engage in behaviour concerning the circumvention of restrictions and / or measures put in place by Silentwave pursuant to the following art. 4;
- interfere with, tamper with and / or damage any third party user, host, network or infrastructure, by way of example by sending viruses or spam, overloading or using flooding and mail-bombing techniques in any part of the Service;
- access, search or create accounts for the Service through means other than publicly supported interfaces (for example, by "scraping" or bulk account creation);
- send information that is altered, misleading or with false identification of the origin and identity of the sender, including "spoofing" or "phishing";
- assign to third parties, for any reason, onerous or free of charge, the right to use the Service, without the express authorization of Silentwave;
- use the Service to store and share content of any nature in violation of current legislation: by way of example and not limited to child pornography content, content that incites hating people based on race, ethnicity or nationality, religion, sex, sexual or political orientation, handicap or disability, age, content promoting terrorist activities, content that foments hatred or is aimed at causing harm to animals;
- use the Service to pursue illegal purposes such as, by way of example and not limited to, the conservation and sharing of defamatory, fraudulent content, in violation of the intellectual property rights and / or privacy of third parties, contents aimed at integrating stalking conduct and / or mobbing as well as content intended to engage in unwanted sexual attention;
- use the Service as a backup or infrastructure of its own cloud services;
- use the storage space provided by the Service as a basis for cryptographic proof-of-space or proof-of-storage, or any other similar proof system.

Silentwave, on an absolutely discretionary basis, reserves the right to derogate from the provisions of art. 3.7 of the End User Software License Agreement if the user proves that the contents are stored and shared exclusively for educational, documentary, scientific or artistic purposes.

Art. 2 - Report of abuse

If the user believes that inappropriate and / or illegal conduct has been put in place in the use of the Service, integrating a violation of the previous art. 1 or the further regulatory provisions, the user can report the abuse, promptly describing the alleged unlawful conduct, by writing to support@silentwave.eu.

Silentwave shall promptly examine the report, endeavoring, within the limits of its competence, to implement adequate conduct aimed at putting an end to the inappropriate and / or illegal conduct.

It is understood that an inappropriate use of the abuse reporting tool by an user against another user of the Service will result in the application by Silentwave, on a totally discretionary basis, of the measures referred to in the following article to the detriment of the same reporting user. .

Art. 3 - Suspension of the Service

Silentwave, finding any illegal and / or inappropriate behavior by the user, reserves, on a completely discretionary basis, the right to:

- remove specific content uploaded and / or shared when using the Service;
- limit the sharing of specific content shared in the use of the Service;
- prohibit access to specific content shared in the use of the Service to certain users;
- suspend, temporarily or permanently, totally or partially, the usability of the Service by the user;
- permanently delete the account of the user held responsible and / or involved in illicit and / or inappropriate conduct;
- report the unlawful conduct to the competent authority.

Art. 4 - Modification of the AUP

Silentwave reserves the right to modify, unilaterally and at its own discretion, the provisions of the AUP. Therefore, the user is invited to view the AUP from time to time to check for any changes that might have occurred.