

# ZephyCloud Terms of Service

Posted: 29/03/2019

Thanks for using ZephyCLOUD! These terms of service («Terms») cover your use and access to our services, client software and websites («Services»). Your agreement is with Zephy-Science SARL. Our Privacy Policy explains how we collect and use your information while our Acceptable Use Policy outlines your responsibilities when using our Services. By using our Services, you're agreeing to be bound by these Terms, and to review our Privacy and Acceptable Use Policy policies. If you're using our Services for an organization, you're agreeing to these Terms on behalf of that organization.

## Your Data & Your Permissions

When you use our Services, you provide us with things like your files, content, email messages, contacts and so on («Your Data»). Your Data is yours. These Terms don't give us any rights to Your Data except for the limited rights that enable us to offer the Services. We may review your permission to do things like uploading Your Data, hosting it, backing it up, and sharing it when you ask us to. These and other features may require our systems to access, store and scan Your Data. You give us permission to do those things, and this permission extends to our affiliates and trusted third parties we work with.

## Sharing Your Data

Our Services let you share Your Data with others, so please think carefully about what you share.

## Your Responsibilities

You're responsible for your conduct, Your Data and you must comply with our Acceptable Use Policy. Content in the Services may be protected by others' intellectual property rights. Please don't copy, upload, download or share content unless you have the right to do so. We may review your conduct and content for compliance with these Terms and our Acceptable Use Policy. With that said, we have no obligation to do so. We aren't responsible for the calculations people run via the Services. We are not controlling the way You will use the Services. At each stage of the Services, you are given the freedom to analyse and decide. We assume You are familiar with wind resource modeling.

If you are not a CFD expert, please remember that running a CFD calculation on complex terrains with a LOW or MEDIUM robustness index is likely to lead to divergent calculations. We are not responsible for Not-Fully Converged or Diverged calculations. The duration figures provided on the Services are provided to the user as a reference for the total duration of the CFD solver calculations. These durations do not include pre-processing durations and meshing durations; they have no contractual value. Please safeguard your password to the Services, make sure that others don't have access to it, and keep your account information current. Finally, our Services are not intended for and may not be used by people under the age of 16. By using our Services, you are representing to us that you're over 16.

## Software

Some of our Services allow you to download client software («Software») which may update automatically. So long as you comply with these Terms, we give you a limited, nonexclusive, nontransferable, revocable license to use the Software, solely to access the Services. To the extent any component of the Software may be offered under an open source license, we'll make that license available to you and the provisions of that license may expressly override some of these Terms. Unless the following restrictions are prohibited by law, you agree not to reverse engineer or decompile the Services, attempt to do so, or assist anyone in doing so.

## Our Data

The Services are protected by copyright, trademark, and other French and foreign laws. These Terms don't grant you any right, title or interest in the Services, others' content in the Services, Zephy-Science, ZephyTOOLS, ZephyCLOUD trademarks, logos and other brand features. We welcome feedback, but note that we may use comments or suggestions without any obligation to you.

### Copyright

We respect the intellectual property of others and ask that you do too. We respond to notices of alleged copyright infringement if they comply with the law, and such notices should be reported using our Copyright Policy. We reserve the right to terminate accounts of repeat infringers.

Our designated agent for notice of alleged copyright infringement on the Services is:

Zephy-Science SARL, 7 rue Louis Bessède – Calviac 30460 LASALLE France  
SIRET 788 453 066 00037 RCS NÎMES – APE 8559B – TVA FR 48788453066  
contact@zephy-science.com

## Paid Premium Accounts

Billing. You can recharge your ZephyCLOUD account (i.e. increase the number of ZephyCOINS) and add paid features to your account (turning your account into a «Premium Account»). We'll bill you from the date you convert to a Paid Account and on each periodic renewal until cancellation. You're responsible for all applicable taxes, and we'll charge tax when required to do so.

## Downgrades

Your Paid Account will remain in effect until it's terminated under these Terms. If you don't pay for your Paid Account on time, it will automatically be suspended until you pay.

## Changes

We may change the fees in effect but will give you advance notice of these changes via a message to the email address associated with your account.

## Termination

We reserve the right to suspend or end the Services at any time at our discretion and without notice. For example, we may suspend or terminate your use of the Services if you're not complying with these Terms, or use the Services in a manner that would cause us legal liability, disrupt the Services or disrupt others' use of the Services. Except for Paid Accounts, we reserve the right to terminate and delete your account if you haven't accessed our Services for 6 consecutive months. We'll of course provide you with notice via the email address associated with your account before we do so.

# ZephyrCloud Terms of Service

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## Termination

We reserve the right to suspend or end the Services at any time at our discretion and without notice. For example, we may suspend or terminate your use of the Services if you're not complying with these Terms, or use the Services in a manner that would cause us legal liability, disrupt the Services or disrupt others' use of the Services. Except for Paid Accounts, we reserve the right to terminate and delete your account if you haven't accessed our Services for 6 consecutive months. We'll of course provide you with notice via the email address associated with your account before we do so.

## Services «AS IS»

We strive to provide great Services, but there are certain things that we can't guarantee. TO THE FULLEST EXTENT PERMITTED BY LAW, ZEPHY-SCIENCE AND ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES. THE SERVICES ARE PROVIDED «AS IS.» WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Some places don't allow the disclaimers in this paragraph, so they may not apply to you.

## Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR ANY LIABILITY FOR ZEPHY-SCIENCE SARL'S OR ITS AFFILIATES' FRAUD, FRAUDULENT MISREPRESENTATION, OR GROSS NEGLIGENCE, IN NO EVENT WILL ZEPHY-SCIENCE SARL, ITS AFFILIATES, SUPPLIERS OR DISTRIBUTORS BE LIABLE FOR:

(A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR

(B) ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS, REGARDLESS OF LEGAL THEORY.

THIS WILL BE REGARDLESS OF WHETHER OR NOT ZEPHY-SCIENCE OR ANY OF ITS AFFILIATES HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

ADDITIONALLY, ZEPHY-SCIENCE SARL, ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS WILL NOT BE LIABLE FOR AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES FOR MORE THAN THE GREATER OF 20 Euros OR THE AMOUNTS PAID BY YOU TO ZEPHY-SCIENCE SARL FOR THE PAST 12 MONTHS OF THE SERVICES IN QUESTION.

Some places don't allow the types of limitations in this paragraph, so they may not apply to you.

## Resolving Disputes

### Let's Try To Sort Things Out First.

We want to address your concerns without needing a formal legal case. Before filing a claim against Zephy-Science SARL, you agree to try to resolve the dispute informally by contacting [contact@zephy-science.com](mailto:contact@zephy-science.com). We'll try to resolve the dispute informally by contacting you via email. If a dispute is not resolved within 15 days of submission, you or Zephy-Science SARL may bring a formal proceeding.

### Judicial forum for disputes.

You and Zephy-Science SARL agree that any judicial proceeding to resolve claims relating to these Terms or the Services will be brought in the Commercial Court of Nîmes France, subject to the mandatory arbitration provisions below. Both you and Zephy-Science SARL consent to venue and personal jurisdiction in such courts.

## Controlling Law

These Terms will be governed by France law except for its conflicts of laws principles, unless otherwise required by a mandatory law of any other jurisdiction.

## Entire Agreement

These Terms constitute the entire agreement between you and Zephy-Science SARL with respect to the subject matter of these Terms, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms. These Terms create no third party beneficiary rights.

## Waiver, Severability & Assignment

Zephy-Science SARL failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under these Terms, and any such attempt will be void. Zephy-Science SARL may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

## Modifications

We may revise these Terms from time to time, and will always post the most current version on our website. If a revision meaningfully reduces your rights, we will notify you (by, for example, sending a message to the email address associated with your account, posting on our blog or on this page). By continuing to use or access the Services after the revisions come into effect, you agree to be bound by the revised Terms.