

*This is an archived version of the NordLocker Business Additional Terms which is no longer in effect.*

# NordLocker Business Additional Terms

Effective from: October 12, 2023

Your use of NordLocker Business Services is subject to the [General Terms](#) and these NordLocker Business Additional Terms. If there is any conflict or inconsistency between clauses in the General Terms and the NordLocker Business Additional Terms, the NordLocker Business Additional Terms will govern and apply.

Any terms not defined here have the same meaning as defined in the General Terms.

## 1. NordLocker Business Services

NordLocker Business is an encryption tool businesses can use to protect their files from snoopers, hackers, data breaches, advertisers, or other cyber threats out there. Files can only be accessed with your locker key. No prying eyes.

You can store your encrypted files anywhere you want - locally or using NordLocker Cloud storage. If you use NordLocker Cloud, we will be able to sync your encrypted files to your chosen devices.

Current information about the functioning of NordLocker Business Services, subscription plans, and pricing can be found at [nordlocker.com/business-cloud-storage](https://nordlocker.com/business-cloud-storage).

## 2. Zero knowledge

You acknowledge that, due to encrypted nature of the Services and zero-knowledge policy of NordLocker, (i) if you forget or lose your password, locker key, you lose access to your Customer Files, and (ii) NordLocker has no obligation and may have no ability to recover Customer Files if they are lost or damaged or otherwise inaccessible for any reason, including if you misplace your password.

## 3. Customer Files

The Terms do not grant Nord any ownership to the files, data, content or other information uploaded or otherwise exploited on or through the Services by Customer and its end users (“**Customer Files**”), except for the limited rights that are reasonably necessary for Nord to provide the NordLocker Business Services in accordance with the Terms, for instance, to store, backup, or transfer (e.g., between our servers) Customer Files, or use them for other associated purposes.

You acknowledge that NordLocker uses strong encryption algorithms to protect Customer Files and, as a Customer, you are fully and solely responsible and accountable for the content of Customer Files. By using the Services, you guarantee that you have all required permissions, consents, licenses, and clearances for each Customer File, including, without limitation, copyright and other intellectual property rights to distribute, transfer, store and/or make it available online on or through the Services.

Each end user of the Customer acknowledges that Customer Files are owned by the Customer, and NordLocker Business Services, as well as the Terms, provide Customer with a right to view and download the Customer Files uploaded by an end user within the Services; however, the Customer does not have the right to modify, delete or transfer Customer Files uploaded by an end user.

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**Granting access (to download) to other persons.** The Services allow you to grant access to Customer File(s) by granting access to:

- a locker containing Customer Files to any other NordLocker (either Business or personal version) user, or
- a selected Customer File(s) (or a locker containing them) via generating and sending a link (URL) to any other person (despite whether or not such person is a NordLocker user).

You understand and agree that in such an event Customer File(s) to which the access has been granted (or the Customer Files that are located in the locker to which the access has been granted) will be accessible by such other person to whom the access has been granted by you. Such other person will have the right to view and download the Customer File(s) to which the access has been granted by you, exploit downloaded Customer File(s) in any manner, but will not have the right to modify, delete or transfer such Customer File(s) on or through NordLocker Business Services.

You understand and acknowledge that: (i) it is solely your choice whether or not to grant the access to any Customer File(s) and you are solely responsible for your use of the Services, including any granting of access to Customer File(s) through the Services, and (ii) NordLocker accepts no liability for your (in)actions or the (in)actions of the other person to whom the access has been granted by you, and NordLocker cannot control (in)actions of third parties to whom you have granted access to the Customer File(s), and (iii) when you grant the access to the Customer File(s), you may be allowing other people to access, download and use your Customer File(s) in any way without any obligation to report on such use, without compensation, and without any other restriction. Certain account data, such as your email, may be viewable by the other person to whom the access to a Customer File(s) has been granted by you.

**Granting access (to upload) to other persons.** The Services allow you to grant access to any other persons (despite whether or not such person is a NordLocker user) to upload files to your locker via generating and sending a link (URL) to an empty locker to such person.

You understand and agree that in such an event such other person to whom the access to upload files to your locker has been granted will be able to upload any file(s) to your locker and that such file(s) will become Customer File(s), for which you will be responsible under the Terms. Such other person will have the right to upload any file(s) to the locker and will be able to see the uploaded files (which will be Customer File(s) at that point) within that session (i.e. until page is closed or refreshed), but will not have the right to download, modify, delete or transfer such Customer File(s) elsewhere on or through NordLocker Business Services.

You understand and acknowledge that: (i) it is solely your choice whether or not to grant the access to upload any files to your lockers to any person and you are solely responsible for your use of the Services, and (ii) NordLocker accepts no liability for your (in)actions, or (in)actions of the other person to whom the access to upload files has been granted by you, or any files that have been uploaded to your locker by any person, and NordLocker cannot control (in)actions of third parties to whom you have granted access to upload files to your locker, and (iii) NordLocker does not and cannot monitor, check, filter or otherwise check the content of the uploaded files, including whether or not such files are safe, legal or otherwise unharmed, therefore you must make sure that the person you are granting access to upload files to your locker is someone you trust, and (iv) you are solely responsible for the Customer File(s) in your lockers, including the files uploaded to your lockers by any other person(s) to whom you have granted the access to upload. Certain account data, such as your email, may be viewable by the other person to whom the access to upload files to your locker has been granted by you.

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**Customer Files after termination.** Following termination of Customer's access to NordLocker Business Services, next to the after-termination procedures and steps indicated in the General Terms, and unless any applicable laws or mandatory policies require otherwise, Nord shall also delete or otherwise make unrecoverable and (or) anonymized all and any Customer Files of such Customer.

#### **4. Notices of alleged illegal content**

We respect the law and require the same from all Customers and end users of NordLocker Business Services. Therefore, no Customer or end user shall use NordLocker Business Services to violate applicable law, including infringe copyright or other rights of third parties. This means that the Customer and the end user (including third party to whom the access to upload files has been granted by the Customer) shall not upload, store, share, access, and/or otherwise exploit on or through NordLocker Business Services any Customer File(s) (as defined above) that under the applicable law is either itself illegal or that the applicable rules render illegal in view of the fact that it relates to illegal activities ("**Illegal Content**").

In case any individual or entity ("**Notifier**") considers that the Customer or the end user is exploiting Illegal Content on or through NordLocker Business Services (e.g., allegedly infringing the Notifier's copyright or other rights), the Notifier (or its authorized person) may reach out the Customer and/or its end user directly, if possible.

Alternatively, the Notifier (or its authorized person) might submit a notice in the body of an email to a designated agent of NordLocker Business to receive such notices via email [abuse.business@nordlocker.com](mailto:abuse.business@nordlocker.com) ("**Notice**"). Requirements for the Notice and procedure upon receiving proper Notice are detailed below.

Contact details of the designated agent to receive Notices:

NordLocker Business, Abuse Team  
Nord Security Inc.  
16192 Coastal Highway  
Lewes, Delaware 19958  
County of Sussex, USA  
phone: +19716454727  
email: [abuse.business@nordlocker.com](mailto:abuse.business@nordlocker.com)

#### **Encrypted nature of NordLocker Business Services**

The Notifier shall consider the encrypted nature of NordLocker Business Services: as NordLocker encrypts the Customer Files and only encrypted ones are stored on or through NordLocker Business Services, NordLocker cannot see, review, and evaluate the allegedly Illegal Content (unless active URL with security code is shared with us by the Customer, its end user and/or any third party).

In other words, owing to the nature of our Services (end-to-end (E2E) encryption and zero-knowledge infrastructure), NordLocker cannot reliably and accurately identify and/or evaluate the allegedly Illegal Content even after proper receipt of the Notice (the only way for NordLocker to check the allegedly Illegal Content is if the active URL of such content with URL's security code is shared with NordLocker by the Notifier or any other person). Accordingly, the Notifier is responsible, among other things, that NordLocker has sufficient information to access, identify and evaluate the allegedly Illegal Content concerned (e.g., it is

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vital that the Notifier indicates as clearly as possible the exact URL of the allegedly Illegal Content is located with its security code, while such URL is active).

In any case, the Notifier shall note that we will only process the Notice that is properly submitted to us and complies with applicable law, as well as the requirements listed below.

### **Requirements for the Notice**

To be valid and effective, the Notice must contain the following information:

1. a sufficiently substantiated explanation of the reasons why the Notifier alleges the Illegal Content to be violating applicable law;
2. identification of the copyright-protected work allegedly infringed (or, for multiple works, a representative list), if the Illegal Content allegedly infringes copyright of the Notifier;
3. a clear indication of the exact electronic location of the allegedly Illegal Content, such as the exact URL or URLs, security code and, where necessary, additional information;
4. contact information (at least full name, physical address and email address) of the Notifier and its authorized person, if applicable. Any personal data of the Notifier received by NordLocker Business will be processed in line with [NordLocker Business Privacy Policy](#);
5. a statement by the Notifier (or its authorized person) that the Notifier has a good-faith belief that the use of the allegedly Illegal Content in the manner complained of is not authorized by the Notifier, its authorized person, or the law;
6. a statement by the Notifier that the information and allegations contained in the Notice are accurate and, under penalty of perjury, that the Notifier (or its authorized person) is authorized to act;
7. the physical or electronic signature of the Notifier (or its authorized person).

### **Procedure upon receiving proper Notice**

Upon receiving proper Notice, we will review it to make sure it meets the requirements above and includes all the required information to comply with the applicable law.

If that is the case, we will expeditiously take whatever action we deem to be appropriate, necessary and feasible. Then, we will inform the Notifier, the Customer and/or affected end user, if possible.

If the Notice is missing information and/or more detail is needed, the Notifier shall be sure to provide it to us, so we can process the Notice.

Notwithstanding the foregoing, we reserve the right, at any time and in our sole discretion, with or without notice, without liability (including any liability to the Notifier and/or the Customer and/or any end user or any other third party), to impose any restrictions in respect of Customer Files on the ground that it violates applicable law and/or our Terms, whether repeated violation or a single instance. It means that, among other things, we may:

- (i) suspend or terminate the provision of the Service in whole or in part;
- (ii) suspend or terminate the Customer and/or its end user's account regardless of whether you are a repeat infringer or not in appropriate circumstances.

The foregoing does not limit other rights or remedies available to us hereunder, at law or in equity.

### **5. Disclaimer of warranties**

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ADJACENT TO THE DISCLAIMER OF WARRANTIES PROVIDED IN THE GENERAL TERMS, WE NEITHER WARRANT NOR REPRESENT THAT SERVICES WILL MEET ALL REQUIREMENTS OF THE CUSTOMER OR ANY END USER, OR THAT THE OPERATION OF THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFECTS IN THE SOFTWARE AND SERVICES WILL BE CORRECTED, OR THAT THE CONTENT (INCLUDING CUSTOMER FILES) WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

#### **6. Questions regarding NordLocker Business Services**

If you have questions or concerns regarding these NordLocker Business Additional Terms and/or NordLocker Business Services, please contact us at [support.business@nordlocker.com](mailto:support.business@nordlocker.com).