

TERMS OF SERVICE

Last updated: May 25, 2026

1. Introduction and Acceptance of Terms

These Terms of Service ("Terms") constitute a legally binding agreement between you ("User," "you," or "your") and Nakmo Cloud, a legal entity incorporated and operating under the laws of the Republic of Armenia ("Company," "we," "us," or "our").

These Terms govern your access to and use of the Nakmo Cloud cloud-based media storage platform, including the mobile application available on Google Play and the Apple App Store, the web application, and all related services (collectively, the "Service").

By clicking "I Agree," registering for an account, or otherwise accessing or using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms, as well as our Privacy Policy, which is incorporated herein by reference. If you do not agree with any part of these Terms, you must not use the Service and must discontinue use immediately.

We reserve the right to update or modify these Terms at any time. Material changes will be communicated via the application or by email. Your continued use of the Service after such notification constitutes your acceptance of the updated Terms.

2. Definitions

"Account" means a personalized digital profile created by the User to access the storage and management features of the Service.

"User Content" means all visual, audio, and metadata information, including photos, videos, and EXIF data, uploaded, stored, or otherwise submitted by the User through the Service.

"Subscription" refers to the paid or free tier of service selected by the User, which defines storage capacity, feature access, and usage limits.

"Platform Store" means the Apple App Store or Google Play Store through which the mobile application is distributed.

"In-App Purchase" means any purchase of a Subscription or any other paid feature made through the Platform Store's built-in billing system.

"Intellectual Property Rights" means all patents, copyrights, trademarks, trade secrets, and other proprietary rights worldwide.

"Cloud Karma" or "Karma System" means the proprietary activity-based storage management system described in Section 6.

3. Eligibility and Account Registration

3.1 Age Requirements and Consent

The Service is intended solely for individuals who are at least 16 years of age (or the minimum age of consent required in your jurisdiction to contract for cloud services without parental approval, whichever is higher). By accessing or using the Service, you represent and warrant that you meet these age requirements and possess the full legal capacity to enter into a binding contract under the laws of the Republic of Armenia and your country of residence.

If you are using the Service on behalf of a legal entity, you represent and warrant that you have the express authority to bind that entity to these Terms.

3.2 Parental Responsibility and Minor Disclaimer

Nakmo Cloud does not possess the technical capability to verify the actual age of Users during registration and bears no legal responsibility for unauthorized access by minors.

If a minor under the permissible age accesses the Service, the parents, legal guardians, or holders of parental responsibility assume full financial and legal liability for all actions performed under that account, including any purchases, content uploads, or data loss.

If we receive credible notification or discover that an account was created by or contains data of a person under the permissible age, **we are legally required to immediately, permanently, and irreversibly delete such account and all associated User Content without prior notice or liability to any party.**

3.3 Account Registration and Security

During registration, you must provide accurate, current, and complete information. You are solely responsible for:

- Maintaining the strict confidentiality of your account credentials (passwords, tokens);
- All activities, uploads, and data modifications that occur under your account;

- Promptly notifying Nakmo Cloud at support@nakmo.net of any unauthorized access, suspected security breach, or compromise of your account.

Nakmo Cloud reserves the right to suspend, freeze, or permanently terminate any account found to contain false, incomplete, or misleading registration information.

4. User Responsibilities and Restrictions

4.1 General User Obligations

You are solely and exclusively responsible for:

- The legality, appropriateness, copyright compliance, and accuracy of all User Content you upload, store, or share through the Service;
- Ensuring you hold all necessary rights, licenses, titles, and permissions for any User Content you submit;
- Full compliance with all applicable local, national, and international laws, regulations, and privacy requirements in your use of the Service;
- Maintaining the absolute security of your account credentials (passwords, session tokens) and any physical device through which you access the Service.

4.2 Prohibited Technical Actions and Abuse

To ensure the stability and fair distribution of server infrastructure, you explicitly agree **not to**:

- Use the Service in any manner that could disable, overburden, damage, crash, or impair Nakmo Cloud's servers, backend infrastructure, API endpoints, or connected networks;
- Use any automated systems, scripts, bots, spiders, scrapers, or crawlers to access, monitor, extract, or copy any part of the Service or other users' available content;
- Engage in "hotlinking" (utilizing direct URLs to media files stored on Nakmo Cloud to embed images or videos onto external websites, forums, or commercial platforms), thereby generating unauthorized bandwidth consumption;
- Bypass, disable, or attempt to circumvent any security features, access limits, rate-limiting systems, or parameters of the Cloud Karma system;
- Attempt to gain unauthorized access to any other user's account, underlying source code, or private databases;
- Use the free-tier service for commercial hosting, automated data scraping, mass distributions, or as a backend storage system for third-party applications without express written consent from the Company.

4.3 Remedies for Violation

Any breach of this Section may result in the immediate suspension, freezing, or permanent termination of your account, alongside the permanent deletion of all stored data without prior notice. Nakmo Cloud reserves the right to block offending IP addresses or device IDs and pursue legal remedies under the laws of the Republic of Armenia.

5. Acceptable Use and Content Policy

5.1 Purpose of the Service and Intermediary Status

The Service is intended strictly for the lawful storage, backup, private organization, and sharing of personal and professional photos, videos, and related metadata.

You explicitly acknowledge that Nakmo Cloud operates purely as a passive, technical hosting provider and infrastructure intermediary. We do not act as a content publisher, editor, distributor, or endorser of any User Content. Users maintain exclusive control over and are solely responsible for all files they upload.

Nakmo Cloud does not pre-screen or actively moderate User Content before it is uploaded. However, the Company maintains a strict, absolute zero-tolerance policy toward illegal content and will take swift action upon discovery or receiving valid notification of violations.

5.2 Prohibited Content

You strictly agree not to upload, store, share, link to, or otherwise make available through the Service any content that:

- Contains Child Sexual Abuse Material (CSAM) or any form of sexual exploitation, grooming, or abuse of minors;
- Depicts extreme or graphic real-world violence, torture, suicide encouragement, or severe cruelty toward humans or animals;
- Promotes, facilitates, or supports terrorism, violent extremism, or terrorist organizations as defined under applicable international law and the laws of the Republic of Armenia;
- Contains illegal hate speech, credible threats of physical harm, or incitement to violence against individuals or groups based on race, ethnicity, religion, gender, sexual orientation, or disability;
- Facilitates human trafficking, illegal smuggling, or non-consensual sexual exploitation;
- Infringes upon copyrights, trademarks, patents, or other intellectual property rights of third parties (including pirated movies, software, or commercial music tracks);

- Contains non-consensual intimate imagery ("revenge porn") or otherwise violates any individual's strict privacy, publicity, or personal rights;
- Is used to conduct fraud, deception, phishing, identity theft, or impersonation of individuals or legal entities;
- Contains or distributes malware, viruses, trojans, ransomware, or malicious code designed to disrupt, abuse, or compromise any system;
- Is intended to act as a public repository for spam, illegal commercial distributions, or unauthorized advertising.

5.3 Content Review, Automation, and Enforcement

While Nakmo Cloud does not conduct generalized monitoring of all private storage, we reserve the right to employ automated screening technologies (such as digital hashing tools matching global safety databases for CSAM) and manual review procedures where required for legal compliance, technical safety, or operational integrity.

Nakmo Cloud reserves the absolute right, at its sole discretion and without prior notice, to:

- Immediately remove, disable access to, or permanently delete any User Content that violates this Policy;
- Suspend, freeze (under Section 6), or permanently terminate accounts associated with prohibited activities or illegal content;
- Block sharing capabilities, links, or public visibility of suspicious files;
- Report severe violations (specifically involving CSAM, human trafficking, or imminent terror threats) to appropriate global and local law enforcement authorities.

5.4 Reporting and Legal Compliance

Where required by mandatory local legislation or international legal mutual assistance treaties, Nakmo Cloud will report suspected illegal activities to relevant law enforcement. We reserve the right to preserve and disclose your account data, registration information, and User Content in response to valid legal processes, sub-poenas, or court orders issued by competent jurisdictions.

5.5 Copyright and Intellectual Property (Notice & Takedown)

Nakmo Cloud respects the intellectual property rights of creators and complies with international standards, including the Digital Millennium Copyright Act (DMCA) and EU copyright directives. If you believe that any content stored on our Service infringes your copyright, you may submit a formal Takedown Notice to our designated agent at support@nakmo.net.

To be valid, your notice must include:

1. A physical or electronic signature of the copyright owner or authorized representative;
2. Identification of the copyrighted work claimed to have been infringed;
3. Identification of the specific material on Nakmo Cloud that is claimed to be infringing, including URLs or unique file paths sufficient to locate it;
4. Your contact information (address, telephone number, and email);
5. A statement that you have a good faith belief that use of the material is not authorized by the copyright owner;
6. A statement, made under penalty of perjury, that the information in the notification is accurate.

Repeat Infringer Policy: In accordance with applicable laws, Nakmo Cloud maintains a strict policy of terminating, in appropriate circumstances, the accounts of users who are deemed to be repeat copyright infringers.

5.6 Policy Updates

Nakmo Cloud may update this Acceptable Use and Content Policy from time to time to adapt to new legal regulations or platform updates. The "Last Updated" date at the top of the Terms will reflect the latest revision. Continued use of the Service after changes are published constitutes your absolute acceptance of the revised terms.

6. Cloud Karma System

6.1 Overview

Nakmo Cloud operates a proprietary activity-based storage management system called "Cloud Karma" (the "Karma System"). The Karma System is designed to optimize infrastructure costs, respond to fluctuations in server maintenance expenses, and enable Nakmo Cloud to offer a free tier of service to its users.

You expressly acknowledge and agree that the mechanics, values, and parameters of the Karma System are inherently tied to the app's operational economy and may be modified, updated, or adjusted at any time at the sole discretion of Nakmo Cloud without prior individual notice.

6.2 Karma Points

Each free-tier user account is assigned a Karma Points balance ("Karma Balance") subject to the following rules:

- (a) Upon registration, each free-tier account is credited with an initial balance of Karma Points. The exact amount of initial points, maximum balance caps, and accrual limits are dynamic and determined entirely by Nakmo Cloud based on current infrastructure capabilities.
- (b) Any points awarded or earned in excess of the then-current maximum limit established by the

Company shall be automatically forfeited.

(c) Karma Points have no monetary value, do not constitute property, are non-transferable, non-refundable, and may not be exchanged for cash or any other consideration.

6.3 Daily Drain

For all free-tier accounts without an active paid Subscription, the Karma Balance shall automatically decrease by a set number of points per calendar day (the "Daily Drain Rate").

This deduction is applied automatically by the system regardless of user activity. The Daily Drain Rate is variable and may be adjusted by Nakmo Cloud at its sole discretion to balance cloud storage costs. The current rates are always visible within the Service interface.

6.4 Earning Karma Points

Free-tier users may restore or increase their Karma Balance through eligible actions within the app (such as daily logins, watching sponsored video advertisements, or redeeming promotional codes). Nakmo Cloud reserves the absolute right to change the number of points awarded for these actions, introduce new earning methods, or implement cooldown periods and daily limits at any time, depending on the app's economic and advertising metrics.

6.5 Account Suspension (Frozen State)

(a) When a free-tier user's Karma Balance reaches zero (0.0), the user's account shall automatically enter a suspended state ("Frozen State").

(b) Upon entering the Frozen State, Nakmo Cloud will:

- Remove cached preview files and converted media from its edge cache;
- Record the date of suspension ("Zero Karma Date");
- Attempt to send an automated email notification to the user's registered email address.

(c) The user's original files shall remain stored on Nakmo Cloud's servers during the Frozen State and shall not be deleted solely as a result of entering the Frozen State, subject to the time limits in Section 6.7.

(d) While in the Frozen State, access to the user's files — including previews, streaming, and downloads — is suspended until the Karma Balance is restored above zero.

(e) **User's Responsibility for Monitoring:** Nakmo Cloud may, but is not obligated to, send a warning notification (via email or push notification) prior to the account entering the Frozen State. **It is the User's sole responsibility to regularly check their Karma Balance within the app. Failure to receive a notification due to spam filters, network errors, or incorrect email settings shall not excuse the depletion of the balance.**

6.6 Restoration of Access

(a) A user in the Frozen State may restore access to their files by increasing their Karma Balance above zero through the methods described in Section 6.4, or by activating a paid Subscription.

(b) Upon the Karma Balance exceeding zero, the Zero Karma Date is reset and the permanent deletion timer described in Section 6.7 is cancelled.

(c) The user may initiate a restoration process via the Service interface to regenerate preview files from the stored originals. This process is technical and may take time to complete depending on system load.

6.7 Permanent Deletion

(a) If a user's account remains in the Frozen State for a continuous period of **one hundred and fifty (150) days** from the Zero Karma Date without the Karma Balance being restored above zero, Nakmo Cloud reserves the absolute right to permanently, automatically, and irreversibly delete all of the user's data, including original files, from its servers and all associated records from its databases.

(b) **Permanent deletion under this Section is irreversible and automated.** Nakmo Cloud shall bear no liability for any loss of data, loss of profits, or emotional distress resulting from permanent deletion carried out in accordance with this Section.

(c) Any notifications sent by Nakmo Cloud prior to permanent deletion are a courtesy ("as-is") and do not guarantee delivery. The continuous run of the 150-day timer is absolute.

6.8 Premium Subscribers

Users with an active paid Subscription are exempt from the daily Karma drain described in Section 6.3. The Karma System, including the Frozen State and permanent deletion provisions, shall not apply to accounts with an active paid Subscription.

Upon cancellation or expiration of a paid Subscription, the user's account will re-enter the Karma System. The account will be credited with the then-standard initial free-tier Karma Balance, and the Daily Drain Rate shall apply **starting from the day following the expiration of the paid Subscription.**

6.9 Modifications to the Karma System

As specified in Section 6.1, Nakmo Cloud reserves the right to modify, suspend, or discontinue the Karma System, or change its technical parameters at any time. If such changes drastically reduce the 150-day data retention window, Nakmo Cloud will provide a reasonable advance notice via the application or by email. Continued use of the Service following such notice constitutes acceptance of the modified terms.

7. Subscriptions and In-App Purchases

7.1 Subscription Plans and Pricing

Nakmo Cloud offers optional paid Subscription plans that provide access to expanded features, higher bandwidth, and increased storage capacity. Details regarding available plans, pricing, and included features are made available through the Service interface and within the Platform Stores.

All prices published by Nakmo Cloud are subject to change. The final price charged to the User may include local sales taxes, VAT, or digital service taxes dynamically calculated and imposed by the Platform Store based on the User's country of residence.

7.2 Exclusive Processing via Platform Stores

All paid Subscriptions and In-App Purchases must be completed exclusively through the official billing systems of the Apple App Store or Google Play Store (collectively, "Platform Stores"). Nakmo Cloud does not directly process, store, or accept credit cards, bank transfers, or any direct payments for Subscriptions outside of these official third-party channels.

By initiating an In-App Purchase, you agree to the payment terms, billing cycles, and legal policies of the applicable Platform Store. Nakmo Cloud has no access to, and bears no responsibility for, your payment instrument details, which are secured and managed solely by Apple or Google.

7.3 Billing and Renewal

Subscriptions are billed in advance on a recurring basis (monthly or annually, as selected by the User) through the applicable Platform Store. Your Subscription will automatically renew at the end of each billing period unless cancelled through your Platform Store account settings at least twenty-four (24) hours before the current period expires.

The renewal price will be charged to your payment method on file with the Platform Store within twenty-four (24) hours prior to the end of the current billing cycle. You are solely responsible for keeping your payment details valid within your Apple or Google ID.

7.4 Free Trials

Where Nakmo Cloud offers a free trial period, the specific terms, storage limits, and duration will be disclosed at the time of enrollment. If you do not cancel the trial at least twenty-four (24) hours before it ends, the trial will automatically convert into a paid Subscription, and your payment method on file with the Platform Store will be charged. Nakmo Cloud reserves the right to modify, restrict, or revoke free trial offers at any time without prior liability.

7.5 Cancellation

You may cancel your Subscription at any time through your account settings in the applicable Platform Store:

- **Apple App Store:** Device Settings → [Your Name] → Subscriptions
- **Google Play Store:** Google Play App → Profile Icon → Payments & Subscriptions → Subscriptions

Cancellation takes effect at the end of the current paid billing period. You will retain access to Premium features until the expiry of that paid period. Nakmo Cloud does not process cancellations or modifications directly; all such actions must be executed through the Platform Store interface.

7.6 Refunds

All refund requests for Subscriptions or features purchased via In-App Purchases are governed exclusively by the refund policies of Apple or Google. Nakmo Cloud has no technical capability or legal authority to issue refunds, reverse charges, or administer financial refund claims for purchases made through the Platform Stores.

To request a refund, you must contact the platform directly:

- **Apple App Store:** reportaproblem.apple.com
- **Google Play Store:** play.google.com/store/account

7.7 Price Changes

Nakmo Cloud reserves the right to adjust the pricing of Subscription plans at any time to reflect changes in infrastructure costs or market conditions. Price changes will be communicated in advance via the Service interface or the Platform Store notification systems. Your continued use of the Subscription after the price change takes effect constitutes acceptance of the new price.

7.8 Storage Over-Limits and Access After Subscription Expiry

Upon expiration, non-renewal, or cancellation of a paid Subscription, your account will automatically transition back to the free tier. The Cloud Karma System (Section 6) will apply, with your Karma Balance initialized at the then-current standard starting balance.

Critical Data Retention Rule (Over-Limit State): If, upon reverting to the free tier, the volume of your stored User Content exceeds the maximum storage capacity allocated to free-tier accounts, the account will immediately enter an "Over-Limit State." To prevent infrastructure abuse and cover server costs, the following strict rules apply:

- You will be blocked from uploading any new User Content;

- Access to your files – including previews, streaming, and downloading – may be immediately restricted or suspended;
- **Accelerated Deletion Window:** Nakmo Cloud is under no obligation to host data that exceeds free-tier limits. Accounts in an Over-Limit State are **NOT** eligible for the standard 150-day frozen retention period. Instead, Nakmo Cloud reserves the absolute right to permanently and irreversibly delete all or part of your User Content after a grace period ranging from **seven (7) to thirty (30) calendar days** from the date the subscription expired, depending on the volume of the storage excess.

The exact grace period for your volume of excess data will be determined dynamically by the system and may be displayed in the Service interface. To avoid automated, irreversible data loss, you are strictly required to either manually delete excess files to match free-tier capacity or reactivate a paid Subscription before the expiration of this shortened grace period.

7.9 Platform Store Terms

Your use of the Platform Stores and their automated billing services is strictly subject to the Terms of Service and Privacy Policies of Apple Inc. and Google LLC, respectively. In the event of any conflict between these Terms and the Platform Store legal agreements regarding In-App Purchases, the Platform Store terms shall govern with respect to the payment transaction itself.

8. Intellectual Property

8.1 Company Intellectual Property

The Service, its underlying source code, architecture, algorithms, interface design, graphics, features, functionality, and all original content (strictly excluding User Content) are and will remain the exclusive, sole property of Nakmo Cloud and its licensors.

The Company's trademarks, logos, brand names, and trade dress are protected under international copyright and trademark laws and may not be used, copied, or closely imitated in connection with any product, service, or commercial activity without the prior express written consent of Nakmo Cloud.

8.2 Limited License Granted by the User

By uploading, storing, or transmitting User Content through the Service, you grant Nakmo Cloud a limited, non-exclusive, royalty-free, worldwide, fully paid-up license to host, store, reproduce, transmit, distribute, publicly display, modify, reformat, and generate preview files (such as thumbnails or transcode streaming resolutions) of your User Content.

This license is granted for the strict, sole purpose of providing, operating, securing, maintaining, and improving the features of the Service for you. This license does not grant Nakmo Cloud any right to sell, rent, commercially redistribute, or sublicense your private User Content to third parties without your explicit consent, except as required by law or as outlined in our Privacy Policy.

8.3 User Representations and Warranties

You represent, warrant, and guarantee that:

- You own or possess all necessary intellectual property rights, licenses, and legal titles to grant the license specified in Section 8.2;
- The storage, sharing, or processing of your User Content through the Service does not and will not infringe, violate, or misappropriate any third-party rights, including copyrights, trademarks, privacy rights, publicity rights, or any other proprietary protections.

8.4 Feedback and Ideas

If you submit or communicate any suggestions, feature requests, bug reports, or feedback regarding the Service to Nakmo Cloud (via support, forms, or reviews), you agree that all such feedback is entirely voluntary. Nakmo Cloud shall acquire an absolute, irrevocable, perpetual, royalty-free right to use, implement, and commercialize such feedback for any purpose without any obligation, restriction, financial compensation, or accounting to you.

9. Disclaimer of Warranties and Limitation of Liability

9.1 "AS IS" Warranty

THE SERVICE IS PROVIDED ON AN **"AS IS"** AND **"AS AVAILABLE"** BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NAKMO CLOUD EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE.

WE DO NOT WARRANT THAT:

- THE SERVICE WILL MEET YOUR SPECIFIC REQUIREMENTS OR EXPECTATIONS;
- THE SERVICE WILL BE COMPLETELY UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE;
- THE RESULTS, PREVIEWS, OR DATA RETRIEVED FROM THE SERVICE WILL BE ACCURATE, CORRUPT-FREE, OR RELIABLE;
- ANY TECHNICAL ERRORS, API GLITCHES, OR BUGS IN THE SERVICE WILL BE CORRECTED IMMEDIATELY.

Nothing in these Terms shall exclude or limit any warranty that cannot be excluded or limited under applicable mandatory consumer protection laws where applicable.

9.2 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY THE LAWS OF THE REPUBLIC OF ARMENIA AND APPLICABLE INTERNATIONAL LAW, NAKMO CLOUD, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND INFRASTRUCTURE AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. THIS INCLUDES, WITHOUT LIMITATION, LOSS OF PROFITS, DATA LOSS, LOSS OF USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH:

- YOUR ACCESS TO, USE OF, OR INABILITY TO ACCESS OR USE THE SERVICE;
- ANY CONDUCT, CONTENT, OR MALICIOUS ACTIONS OF ANY THIRD PARTY ON OR THROUGH THE SERVICE;
- ANY USER CONTENT OBTAINED, DOWNLOADED, OR STREAMED FROM THE SERVICE;
- UNAUTHORIZED ACCESS, ALTERATION, CYBERATTACKS, OR BREACHES OF YOUR TRANSMISSIONS OR CONTENT;

WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EXCEPT WHERE SUCH LIMITATION IS STRICTLY PROHIBITED BY APPLICABLE LAW.

9.3 Data Loss, Infrastructure Failures, and Karma Enforcement

WHILE NAKMO CLOUD EMPLOYS SECURITY AND CLOUD BACKUP PROTOCOLS, **YOU EXPLICITLY ACKNOWLEDGE THAT NO CLOUD STORAGE SYSTEM IS 100% SECURE, FAILURE-PROOF, OR PERMANENT.** NAKMO CLOUD SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE AUTOMATED DELETION, CORRUPTION, SYNC FAILURE, OR FAILURE TO STORE ANY USER CONTENT.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT NAKMO CLOUD SHALL BEAR ABSOLUTELY NO LIABILITY FOR THE PERMANENT, IRREVERSIBLE DELETION OF DATA CARRIED OUT IN ACCORDANCE WITH:

- 1. THE CLOUD KARMA SYSTEM (SECTION 6), INCLUDING DELETION RESULTING FROM INACTIVITY OR DEPLETION OF KARMA POINTS TO ZERO.**
- 2. THE STORAGE OVER-LIMIT POLICY (SECTION 7.8), INCLUDING ACCELERATED DELETION WITHIN THE 7-TO-30-DAY WINDOW AFTER A SUBSCRIPTION EXPIRES.**

THIRD-PARTY INFRASTRUCTURE DISCLAIMER: NAKMO CLOUD UTILIZES THIRD-PARTY CLOUD PROVIDERS AND EDGE NETWORKS (INCLUDING BUT NOT LIMITED TO CLOUDFLARE R2, AWS, OR EQUIVALENT INFRASTRUCTURE). THE COMPANY SHALL NOT BE LIABLE FOR DATA LOSS, SERVICE OUTAGES, OR DOWNTIME CAUSED DIRECTLY BY TECHNICAL FAILURES, HARDWARE CRASHES, OR NETWORK DISRUPTIONS OF THESE THIRD-PARTY INFRASTRUCTURE PROVIDERS. **YOU ARE**

STRONGLY ADVISED TO MAINTAIN INDEPENDENT, EXTERNAL BACKUPS OF YOUR MOST CRITICAL DATA.

9.4 Platform Store Limitation of Liability

NAKMO CLOUD IS NOT RESPONSIBLE FOR AND SHALL NOT BE LIABLE FOR ANY CLAIMS, LOSSES, OR FINANCIAL DAMAGES ARISING FROM YOUR USE OF THE APPLE APP STORE OR GOOGLE PLAY STORE, OR FROM ANY FAILURE OF THOSE PLATFORMS TO PROCESS PAYMENTS, DELIVER THE APPLICATION UPDATES, OR PROVIDE REFUNDS. ALL SUCH CLAIMS MUST BE DIRECTED EXCLUSIVELY TO APPLE INC. OR GOOGLE LLC RESPECTIVELY.

9.5 Maximum Aggregate Liability

IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF NAKMO CLOUD FOR ALL CLAIMS, DISPUTES, OR CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE USE OF THE SERVICE EXCEED THE GREATER OF: (A) THE TOTAL AMOUNT PAID BY YOU TO NAKMO CLOUD (THROUGH THE APPLICABLE PLATFORM STORE) FOR THE SERVICE DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR (B) FIFTY US DOLLARS (USD \$50.00). THIS LIMITATION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

10. Termination

10.1 Suspension and Termination for Cause

Nakmo Cloud reserves the absolute right to immediately suspend (temporarily restrict access) or terminate (permanently delete) your account, your access to the Service, and all stored User Content, with or without prior notice, in the event of:

- Any material breach or violation of these Terms, including but not limited to the Acceptable Use Policy (Section 5);
- Suspected fraudulent, abusive, or illegal activity;
- Actions that threaten the technical integrity, safety, or server stability of Nakmo Cloud or its third-party infrastructure.

Upon termination for cause, your right to use the Service ceases immediately. Nakmo Cloud shall not be liable to you or any third party for any termination of your account or loss of your stored data resulting from your violation of these Terms.

10.2 Effect of Termination and Refunds

Upon termination of your account for cause, you will not be entitled to any refund of prepaid Subscription fees from Nakmo Cloud. Any potential refund claims, requests, or eligibility queries will be governed exclusively by the terms and automated policies of the applicable Platform Store (Apple or Google), as described in Section 7.6.

10.3 Voluntary Account Deletion by the User

You may terminate your account at any time and for any reason by using the "Delete Account" feature within the Service settings interface.

Critical Legal Consequence of Deletion: Voluntary account deletion constitutes an explicit request for the immediate destruction of your data. Upon confirming deletion:

- Your Cloud Karma balance is instantly invalidated and reset to zero;
 - The deletion process for all your stored User Content will be initiated automatically and irreversibly in accordance with our Privacy Policy;
 - This action cannot be undone, and Nakmo Cloud will not be able to recover any files once the deletion is processed.
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11. Governing Law and Dispute Resolution

11.1 Governing Law

These Terms, your relationship with Nakmo Cloud, and any dispute or claim arising out of or in connection with the Service shall be governed by, interpreted, and construed exclusively in accordance with the laws of the Republic of Armenia, without regard to its conflict of law principles.

The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly and entirely excluded from applying to these Terms.

11.2 Mandatory Informal Dispute Resolution

Before initiating any formal legal actions or lawsuits, you and Nakmo Cloud agree to resolve any dispute, claim, or controversy through informal, good-faith negotiations.

- To initiate this process, you must send a formal written notice describing your claim and requested relief to our official legal email: legal@nakmo.net (or the current contact email listed in Section 13).
- If the dispute is not resolved through mutual consultation within thirty (30) calendar days from the date Nakmo Cloud acknowledges receipt of your notice, either party may proceed to initiate formal legal proceedings under Section 11.3.

11.3 Exclusive Jurisdiction

To the maximum extent permitted by applicable local consumer protection laws, any legal action, lawsuit, or judicial proceeding arising out of or relating to these Terms or the Service shall be submitted to the exclusive jurisdiction of the competent courts of Yerevan, Republic of Armenia. You and Nakmo Cloud hereby irrevocably consent and submit to the personal and exclusive jurisdiction of these courts.

11.4 Class Action Waiver

YOU EXPLICITLY AGREE THAT ANY CLAIMS, DISPUTES, OR LEGAL PROCEEDINGS AGAINST NAKMO CLOUD MUST BE BROUGHT STRICTLY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF, REPRESENTATIVE, OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING.

To the maximum extent permitted by law, the competent court may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

11.5 Injunctive and Equitable Relief

Notwithstanding the provisions of this Section, Nakmo Cloud retains the absolute right to seek injunctive relief, specific performance, or other urgent equitable remedies in any court of competent jurisdiction worldwide to prevent or stop the unauthorized use of the Service, intellectual property infringement, or cyberattacks.

12. Miscellaneous

12.1 Entire Agreement

These Terms, together with the Privacy Policy, Cookie Policy, and Data Processing Addendum (DPA) where applicable, constitute the entire, complete, and exclusive legal agreement between you and Nakmo Cloud regarding your use of the Service. This agreement supersedes and replaces all prior or contemporaneous oral or written agreements, understandings, communications, or representations between the parties.

12.2 Severability

If any provision of these Terms is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be modified, narrowed, or limited to the minimum extent necessary to make it valid and enforceable. If modification is not possible, the offending

provision shall be severed, and the remaining provisions of these Terms shall continue in full force and effect.

12.3 No Waiver

No failure, omission, or delay by Nakmo Cloud in exercising any right, power, or remedy under these Terms shall operate or be construed as a waiver of that or any other right. A waiver of any breach or provision on one occasion shall not be deemed a waiver of any subsequent breach or the right to enforce that provision in the future.

12.4 Assignment and Transfer

You may not assign, delegate, sublicense, or transfer your rights, accounts, or obligations under these Terms to any third party without the prior express written consent of Nakmo Cloud. Any unauthorized attempt to assign shall be null and void. Nakmo Cloud reserves the absolute right to assign, transfer, or delegate its rights and obligations under these Terms, in whole or in part, to any affiliate, subsidiary, or successor in interest (including in the event of a merger, acquisition, corporate reorganization, or sale of assets) without restriction or prior notice.

12.5 Force Majeure and Service Availability

Nakmo Cloud shall not be held liable, responsible, or deemed to have defaulted for any failure, delay, interruption, or unavailability of the Service resulting from actions, events, or causes beyond its reasonable control.

This includes, but is not limited to: acts of God, natural disasters, fires, floods, earthquakes, wars, acts of terrorism, civil unrest, government regulations, trade embargoes, international sanctions, labor strikes, global internet routing failures, widespread fiber-optic cable cuts, massive cyberattacks (DDoS), or systemic power outages affecting major cloud infrastructure providers.

13. Contact Information

The Service is operated and maintained by Nakmo Cloud. If you have any questions about these Terms, billing inquiries (excluding direct Platform Store payment transactions), or wish to report a technical issue, please contact us using the information below:

Company Address:

Nakmo Cloud

Republic of Armenia, Yerevan, Minsk str. 17-19, Apr. 10

General Support Email: support@nakmo.net

Legal & DMCA Takedown Email: legal@nakmo.net

Official Phone Number: +374 44 16 66 20

For copyright infringement claims, please ensure your communication strictly complies with the formal Notice & Takedown requirements set forth in Section 5.5 of these Terms.