

CONTENT

1	TERMS AND CONDITIONS	2
1.1	Payment, taxes and refund policy	2
1.2	Description of service	3
1.2.1	Limitation in the US.	3
1.3	Content of the service	3
1.4	Submissions to the services.	4
1.5	End User License Agreement	4
1.5.1	Scope of License.	4
1.5.2	Miscellaneous	5
1.6	Intellectual Property Rights.	5
1.7	Privacy.	5
1.7.1	Legal and governmental request.	5
1.7.2	Protection of Personal Information	6
1.7.3	Access and Retention of Personal Information.	6
1.7.4	Collection and use of personal information.	6
1.7.5	Personal information.	6
1.7.6	Cookies and other technologies.	6
1.7.7	Location-Based Services.	7
1.7.8	International storage.	7
1.7.9	Transfer of information.	7
1.7.10	Objectionable material.	7
1.8	Representation and warranties	7
1.8.1	No warranty:	7
1.8.2	Limitation of Liability	8
1.9	Termination / Cancellation	8
1.9.1	Account inactivity	8
1.10	Waiver and Indemnification	8
1.11	Changes.	9
1.12	Jurisdiction - Choice of Law.	9
1.13	Transfer of rights.	9

Changes to this version:

Ch 1.2 Monthly subscription and a payment receipt via e-mail is added.

1 TERMS AND CONDITIONS

Welcome to the ccToDo services which is brought to you by Cloud Circus ApS, legal registration number: CVR: 33150016, Denmark ("Cloud Circus"). You must read and agree to these terms and conditions in order to use and buy any of the services including the ccToDo service and the ccToDo homepage as provided under these terms. This constitutes a legal binding agreement between you and Cloud Circus Aps, Denmark.

This Agreement constitutes the entire agreement between you and Cloud Circus and governs your use of the ccToDo Service, superseding any prior agreements between you and Cloud Circus. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. Cloud Circus's failure to enforce any right or provisions in this Agreement will not constitute a waiver of such or any other provision. Cloud Circus will not be responsible for failures to fulfill any obligations due to causes beyond its control.

Cloud Circus may notify you with respect to the Services by sending an email message to your Account email address or a letter via postal mail to your Account mailing address, or by posting on the Services. Notices shall become effective immediately.

1.1 PAYMENT, TAXES AND REFUND POLICY

This chapter complies solely to the ccToDo web store provided by Cloud Circus.

On the ccToDo store you can buy subscription to the service. The store accepts payment from international credit cards including but not limited to Visa, Mastercard, American Express, Eurocard. When a credit card is being used, Cloud Circus may obtain preapproval for the amount of the order. The service will be enabled shortly after the amount has been approved and your account will be deducted the amount.

You agree that Cloud Circus is allowed to deduct the same amount as a monthly or a yearly subscription. For a Yearly subscription you will be informed of this 2 weeks prior to the actual amount are deducted, and will have the possibility to terminate the service prior to a new subscription period. For a monthly subscription the actual amount will be deducted monthly without notice. For both services you will receive a receipt on E-mail when the amount has been deducted.

If you want to change your credit card information you will have to enter a new payment process.

All sales are final. You hereby expressly waive any right of cancellation that you might have according to applicable laws. If you for whatever reason choose to terminate this agreement, no refund will be given.

Prices for products offered via the services may change at any time, and the services do not provide price protection or refunds in the event of a price reduction or promotional offering.

If a product becomes unavailable following a transaction but prior to download, your sole remedy is a refund. If technical problems prevent or unreasonably delay delivery of your product, your exclusive and sole remedy is either replacement or refund of the price paid, as determined by Cloud Circus.

You agree that Cloud Circus may store and use the registration data you provide for use in maintaining and billing fees to your account.

1.2 DESCRIPTION OF SERVICE

ccToDo is a free task management service which can be expanded with further and connected services which the user has to pay for. It consist of separate applications (software items - Apps) running on different platforms (operating systems), and an internet service which synchronizes and secure backup for the content you enter into each App (all together "the Service"). You can get access to the Service on the internet via a Web App, on your personal computer or via smartphones. On the web you sign up for the Service, for your personal computer you can download an App which is available on our homepage www.ccToDo.com/download.php and for the Iphone you can get the Service via the apple™ App Store.

You can chose to buy among the connected services, which, among others, give you synchronization between the available platforms (provided apps). The Service is provided on an "As Is" and "As Available" service.

The Service is made available to you for your personal use only. You agree to provide accurate and complete information when you register with, and as you use, the Services ("Registration Data"), and you agree to update your Registration Data to keep it accurate and complete.

You are responsible for maintaining the confidentiality of your Service password and account, and are responsible for all activities that occur there under. ccToDo reserves the right to refuse service to anyone at any time without notice for any reason against refund of any paid amounts for Services..

Use of the Service requires compatible devices, Internet access, and certain software (fees may apply); may require periodic updates; and may be affected by the performance of these factors. High-speed Internet access is strongly recommended. You agree that these requirements, which may change from time to time, are your responsibility. The Service are not part of any other product or offering, and no purchase or obtaining of any other product shall be construed to represent or guarantee you access to the Services.

1.2.1 Limitation in the US.

The Services are available for individuals aged 13 years or older. If you are below 13 years old you are not allowed to use the ccToDo service. If you are 13 or older but under the age of 18, you should review this Agreement with your parent or guardian to make sure that you and your parent or guardian understand it.

1.3 CONTENT OF THE SERVICE

Cloud Circus takes no responsibility for third party content (including, without limitation, any viruses or other disabling features), nor does Cloud Circus have any obligation to monitor such third party content. Cloud Circus reserves the right at all times to remove or refuse to distribute any content on the Service, such as content which violates the terms of this Agreement.

You agree that you are responsible for your own communications and for any consequences thereof. You agree that you will use the Service in compliance with all applicable local, state, national, and international laws, rules and regulations, including any laws regarding the transmission of technical data exported from your country of residence

Cloud Circus also reserves the right to access, read, preserve, and disclose any information as it reasonably believes is necessary to (a) satisfy any applicable law, regulation, legal process or governmental request, (b) enforce this Agreement, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, (d) respond to user support requests, or (e) protect the rights, property or safety of Cloud Circus, its users and the public. Cloud Circus will not be responsible or liable for the exercise or non-exercise of its rights under this Agreement.

You shall not/shall not agree to, and shall not authorize or encourage any third party to: (i) use the Service to upload, transmit or otherwise distribute any content that is unlawful, defamatory, harassing, abusive, fraudulent, obscene, contains viruses, or is otherwise objectionable as reasonably determined by Cloud Circus; (ii) upload, transmit or otherwise distribute content that infringes upon another party's intellectual property rights or other proprietary, contractual or fiduciary rights or obligations; (iii) prevent others from using the Service; or (iv) use the Service for any fraudulent or inappropriate purpose. Violation of any of the foregoing may result in immediate termination of this Agreement, and may subject you to state and federal penalties and other legal consequences

Cloud Circus has the right, but not the obligation, to monitor any materials submitted by you or otherwise available on the Services, to investigate any reported or apparent violation of this Agreement, and to take any action that Cloud Circus in its sole discretion deems appropriate, including, without limitation, termination.

1.4 SUBMISSIONS TO THE SERVICES.

The Services offer interactive features that allow you to submit materials (including links to third-party content) on areas of the Services accessible and viewable by other users of the Services. You agree that any use by you of such features, including any materials submitted by you, shall be your sole responsibility, shall not infringe or violate the rights of any other party or violate any laws, shall not contribute to or encourage infringing or otherwise unlawful conduct, or otherwise be obscene, objectionable, or in poor taste.

1.5 END USER LICENSE AGREEMENT

The ccToDo software service are developed and licensed, not sold, to you by Cloud Circus Aps, Denmark. In the Apple App Store context this is a third party product licensed to you under the conditions set forth in the appstore LICENSED AGREEMENT END USER LICENSE AGREEMENT.

You acknowledge that: you are purchasing the license to ccToDo from Cloud Circus as the licensor of the ccToDo App. Your license to the ccToDo product is subject to your prior acceptance of this Agreement.

The connected part of the service may be bought as a license for use for the ccToDo service within the App Store Product ("In App Purchases"). In App Purchases after being downloaded, cannot be replaced.

1.5.1 Scope of License.

This license granted to you for the ccToDo service by CloudCircus is limited to a non-exclusive and nontransferable license to use the licensed application on any OS-based device (including but not limited to Apple iPad, iPhone, iPod touch, iMac and Notepad, Android based products, Nokia symbian Qt devices, Windows Phone 7, windows pc's, or any web browser product) that you own or control and as permitted by the Usage Rules set forth in these Terms and Conditions.

You may not copy (except as expressly permitted by this license and the Usage Rules), decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Licensed Service, any updates, or any part thereof, use any robot, spider, other automated device, or manual process to monitor or copy any content from the Service (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open-sourced components included with the Licensed service). Any attempt to do so is a violation of the rights of the Licensor and its licensors. If you breach this restriction, you may be subject to prosecution and damages.

The terms of the license will govern any upgrades provided by Licensor that replace and/or supplement the original Service, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

1.5.2 Miscellaneous

You may not use or otherwise export or re-export the Licensed Application except as authorized by United States law and the laws of the jurisdiction in which the Licensed Application was obtained. In particular, but without limitation, the Licensed Application may not be exported or re-exported (a) into any U.S.-embargoed countries or (b) to anyone on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List. By using the Licensed Application, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons.

The Licensed Application and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

1.6 INTELLECTUAL PROPERTY RIGHTS.

You agree that the Services, including but not limited to Products, graphics, user interface, audio clips, editorial content, and the scripts and software used to implement the Services, contain proprietary information and material that is owned by Cloud Circus, and is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the Services in compliance with this Agreement.

All copyrights in and to the Services (including the compilation of content, postings, links to other Internet resources, and descriptions of those resources) and related software are owned by Cloud circus, who reserve all rights in law and equity.

1.7 PRIVACY.

1.7.1 Legal and governmental request.

By using the ccToDo service you agree that Cloud Circus may monitor, edit or disclose your personal information, if required to do so in order to comply with any valid legal process or governmental request (such as a search warrant, subpoena, statute, or court order), or as otherwise provided in these terms of use.

1.7.2 Protection of Personal Information

Cloud Circus takes precautions — including administrative, technical, and physical measures — to safeguard your personal information against loss, theft, and misuse, as well as against unauthorized access, disclosure, alteration, and destruction.

We use Secure Socket Layer (SSL) encryption on all pages where financial information are collected.

1.7.3 Access and Retention of Personal Information.

Cloud Circus makes it possible for you at anytime to access and update your personal information at the ccToDo internet service page by making a login to app.cctodo.com/profil.php. We will retain your personal information for the period necessary to fulfill the purposes outlined in this Privacy Policy unless a longer retention period is required by law.

1.7.4 Collection and use of personal information.

Personal information is data that can be used to uniquely identify or contact a single person.

You may be asked to provide your personal information anytime you are in contact with Cloud Circus.

1.7.5 Personal information.

When you sign up to ccToDo service, purchase any connected service or download a software update we may collect information like, but not limited to, your name, mailing address, phone number, email address, contact preferences and credit card information. If you share the ccToDo service, ccToDo may collect information provided about those people.

In order to ensure an uninterrupted service for you and to ensure synchronization between your devices, we keep copies of your task list on our servers. To ensure that cloud Circus can recover the ccToDo service from errors or system failures, we keep back-up copies of data which may reside on our systems for some days even after you have deleted the information. Cloud Circus employees do not access this data unless you specifically request for it.

We may collect information on your usage of the ccToDo application like how often you make changes, log in, the amount of storage you are consuming and other information related to your registration to the ccToDo service. These information are used to ensure and improve the service, content and advertising to you

1.7.6 Cookies and other technologies.

When you are using our homepage, our product homepage and the ccToDo service page, we may use “cookies” and other technologies such as pixel tags and web beacons. This gives Cloud Circus information about the browser type you use, your Internet Protocol address, and the date and time of day. In addition, we log the unique ID provided by our cookie and the URL of the last site you visited. This helps us to better understand user behavior, including which part of our web site people visit. We treat this information as non-personal information unless local laws consider this information as personal.

Cloud Circus use cookies and other technologies in advertising services to control the number of times you see a given ad, deliver ads that relate to your interests, and measure the effectiveness of ad campaigns. If you do not want to receive ads with this level of relevance on your mobile device or in your Computer service, you can choose not to accept this with these terms. By doing so you may restrict your use of part of the service.

1.7.7 Location-Based Services.

To provide location-based services on Cloud Circus products, Cloud Circus may collect, use, and share precise location data, including the real-time geographic location of your personal computer or device. This location data is collected anonymously in a form that does not personally identify you and is used by Cloud Circus to provide and improve location-based products and services.

1.7.8 International storage.

Please note that the information gathered is stored on our servers which currently resides in Germany in the European Economic Area. In order to ensure an optimal service for you, we might change the residence of the servers, in which case you will be notified through an update of these terms and conditions. The data are controlled by Cloud Circus in Denmark. You hereby consent to any such transfer of information outside of your country.

1.7.9 Transfer of information.

We reserve the right to transfer your personal information in the event of a transfer of ownership of Cloud Circus or the service ccToDo, such as acquisition by or merger with another company. In such an event, Cloud Circus will notify you before information is transferred..

1.7.10 Objectionable material.

By using the ccToDo service you may encounter material that you may deem to be offensive, indecent, or objectionable, and that such content may or may not be identified as having explicit material. Nevertheless, you agree to use the Services at your sole risk and Cloud Circus shall have no liability to you for material that may be found to be offensive, indecent, or objectionable.

1.8 REPRESENTATION AND WARRANTIES

You represent and warrant that (a) all of the information provided by you to Cloud Circus to participate in the ccToDo Services is correct and current; and (b) you have all necessary right, power and authority to enter into this Agreement and to perform the acts required of you hereunder.

1.8.1 No warranty:

You expressly acknowledge and agree that use of the licensed application is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy, and effort is with you. To the maximum extent permitted by applicable law, the licensed application and any services performed or provided by the licensed application ("services") are provided "as is" and "as available", with all faults and without warranty of any kind, and licensor hereby disclaims all warranties and conditions with respect to the licensed application and any services, either express, implied, or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and of noninfringement of third-party rights. Cloud Circus does not warrant against interference with your enjoyment of the licensed application, that the functions contained in or services performed or provided by the licensed application will meet your requirements, that the operation of the

licensed application or services will be uninterrupted or error-free, or that defects in the licensed application or Services will be corrected. No oral or written information or advice given by licensor or its authorized representative shall create a warranty. Should the licensed application or Services prove defective, you assume the entire cost of all necessary servicing, repair, or correction. Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above exclusion and limitations may not apply to you.

1.8.2 Limitation of Liability

Cloud Circus cannot be held liable for losses exceeding the price for one years of Services or USD 25.00 whichever is the highest amount.

Cloud Circus disclaims all responsibility and liability for the availability, timelines, security or reliability of the Service. Cloud Circus reserves the right to modify suspends or discontinue the Service without notice at anytime and without any liability to you.

To the extent not prohibited by law, in no event shall Cloud Circus be liable for personal injury or any incidental, special, indirect, or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption, or any other commercial damages or losses, arising out of or related to your use or inability to use the licensed application, however caused, regardless of the theory of liability (contract, tort, or otherwise) and even if licensor has been advised of the possibility of such damages. Some jurisdictions do not allow the limitation of liability for personal injury, or of incidental or consequential damages, so this

1.9 TERMINATION / CANCELLATION

You may cancel your use of the ccToDo Services and/or terminate this Agreement with or without cause at any time by providing notice to contact@ccToDo.com. Please notice, that a terminated account may continue to exist for up to one full business week before such cancellation takes effect. You shall be aware, that residual copies of information may remain stored on our systems even after the deletion of information or the termination of your account.

Cloud Circus reserves the right to modify, suspend, or discontinue the ccToDo Services (or any part or content thereof) at any time with or without notice to you, and Cloud Circus will not be liable to you or to any third party should it exercise such rights.

1.9.1 Account inactivity

After a period of inactivity, whereby a user fails to login to an account for a period of six months, Cloud Circus reserves the right to disable or terminate the account. If an account has been deactivated for inactivity, the username associated with that account may be given to another user without notice to you or such other party.

1.10 WAIVER AND INDEMNIFICATION

By using the services, you agree to indemnify and hold Cloud Circus, its directors, officers, employees, affiliates, agents, contractors, principals, and licensors harmless with respect to any claims arising out of your breach of this agreement, your use of the services, or any action taken by Cloud Circus as part of its investigation of a suspected violation of this agreement or as a result of its finding or decision that a violation of this agreement has occurred. This means that you cannot sue or recover any damages from Cloud Circus, its directors, officers, employees, affiliates, agents, contractors, principals, and licensors as a result of its decision to remove or refuse to process any information or content, to warn you, to suspend or terminate your access to the services, or to take any other action during the investigation of a suspected violation or as a result of Cloud

Circus's conclusion that a violation of this agreement has occurred. This waiver and indemnity provision applies to all violations described in or contemplated by this agreement.

You agree to hold harmless and indemnify Cloud Circus, and its subsidiaries, affiliates, officers, agents, and employees from and against any third party claim arising from or in any way related to your use of the Service, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, Cloud Circus will provide you with written notice of such claim, suit or action.

In no event shall Licensor's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of twenty five dollars (\$25.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

The use of ccToDo services requires access to the Internet. You hereby agree that any payment for Internet service is strictly on you.

1.11 CHANGES.

Cloud Circus reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on your use of the Services. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. Your continued use of the Services will be deemed acceptance thereof.

1.12 JURISDICTION - CHOICE OF LAW.

These Terms and conditions will be governed by and construed in accordance with the laws of the State of Denmark, without giving effect to its conflict of laws provisions or your actual state or country of residence. Any claims, legal proceeding or litigation arising in connection with the Service will be brought solely in Denmark, and you consent to the jurisdiction of such courts.

1.13 TRANSFER OF RIGHTS.

Cloud Circus shall be entitled to transfer all rights stemming from your use and subscription of the Services to a third party in so far this is part of a whole or partial business transfer. These rights also includes the right to execute any restructuring of the business and dividing the business.

Cloud Circus Aps., legal registration number: CVR: 331 50016, Denmark