

Terms of Use

As of April 24, 2026.

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1. General

Welcome to Folderit and thank you for using our services!

Folderit provides Internet-based document storage and management services to companies and other organisations with different functionalities and pricing (“**Plans**”) available at our website www.folderit.com (“**Site**”) Use of this Site and access to the services, customer software and websites („**Services**“) is covered by these terms and conditions of service (“**Terms**”).

Please read these Terms carefully before starting using our Services.

Once accepted they form a legally binding contract (“**Contract**”) between you and Folderit OÜ (“**Folderit**”, “**we**”, “**us**” or “**our**”), a private limited company registered in the Republic of Estonia, the member state of the European Union, with company registration number 12653434 and with the registered address at Laki 32, Tallinn, Estonia.

Please also read carefully our **Privacy Notice**, which explains how your information is collected, used, shared and disclosed as well as what your rights are as a data subject. Privacy Notice also includes our Cookie Policy.

Also, [Data Processing Addendum \(DPA\)](#) forms an integral part of the Contract for those users, who plan to use our Services for the activities that involve other persons or their data, and who would therefore be considered as controllers in the meaning of EU General Data Protection Regulation (EU) 2016/679 (GDPR) with an obligation to conclude a data processing agreement with the engaged data processors (in this case, Folderit would be considered as a processor in the meaning of GDPR).

By using our Services (including by registering for an account, by clicking the “submit”, “accept” or “continue” buttons or by signing or otherwise indicating the acceptance of these Terms) you represent and warrant that:

1. you are legally authorised to act on behalf of the organisation whose data you have submitted upon registration,
2. you agree on these Terms and [Data Processing Addendum](#) personally as well as on behalf of the organisation that you represent,
3. you have read our [Privacy Notice](#) and acknowledge that your personal data will be processed as described in it,

We remind you that upon non-compliance of our Services with the terms and conditions of the Contract, you can rely on the legal remedies provided by law. However please note, that to the maximum extent permitted by applicable law, we provide only limited warranties and limit our liability as provided in Sections 11 and 12 of these Terms.

We recommend printing a copy of these Terms or saving them to your computer for future reference!

2. Registration of user accounts

To use our Services, you are required to create a user account with Folderit ("Account") by completing and submitting a registration form on our Site. You must provide current, complete and accurate information about yourself and the organisation that you represent as prompted by the registration form and update this information as needed to keep it current, complete and accurate.

Our Services allow you to create a User Account, corresponding to your e-mail address. After creating a User Account, you can create as many subaccounts as you need within the limits of your subscribed Plan and share the access and usage of these accounts to other persons (e.g. to your employees). In that case your User Account shall serve as a main account ("Main Account") and the accounts you have created under your User Account shall serve as subaccounts ("Subaccounts"). You shall be the manager of all Subaccounts that you have created. You as a Main Account owner are fully responsible for all activities made under Subaccounts and liable for any damages arising from such activities, whether you have authorized them or not. All fees in connection with Subaccounts shall be paid by the Main Account owner and billed accordingly.

Please note that if your employer or any other party has created a user account for you, that party has rights to your account, including the right to manage your account, change your password, change or close your account, look at your account's usage data; also to access, read, share etc. the whole content stored in your account, also to grant other users the right to do the same. You as a Subaccount user shall, additionally to these Terms, obey also to the lawful rules, procedures and instructions etc. that may arise from your relations with the Main Account owner.

3. Account security

You are asked to choose your Account password during the registration process. You will have to use this password to access and use our Services. We may also accept other means of identification to safely access and use our Services as provided on our Site.

Please safeguard your Account password or any other identification mean. Also, please familiarise yourself with available security solutions and options available to our users through our Service functionalities and use them according to your needs.

You are solely responsible for maintaining the confidentiality of the password and the Account. Also, you are fully responsible for all activities that occur under your password or Account, regardless of whether you authorized that activity or not.

You should notify us immediately of any unauthorized use of your password or Account or any other breach of security that is known or suspected by you (privacy@Folderit.com).

We take no liability for any loss or damage arising from any unauthorized use of your Account due to your failure to follow these Account security rules and principles. See also limitations of warranties and liability as provided in Sections 11 and 12 of these Terms.

4. User conduct and acceptable use

You are responsible for your conduct and the content of any files and folders you upload, create, share or store in your Account. You agree to comply with all applicable laws, rules and regulations, including Estonian and international laws, rules and regulations.

You shall use the Site and our Services with good faith and respect the rights of Folderit, other users or any other persons. It is forbidden to use our Site and Services for illegal or immoral activities or purposes, including but not limited to the infringement of any intellectual property right, the unauthorized transfer to you and impersonation or misrepresentation, threatening or harassing another person, but also using our Services to develop a similar website or service.

You must not harm the Services or the Site in any way, e.g. disable, overburden or impair the Services. Automated technical means to access or to use the Services are not allowed. It is strictly prohibited to use our Services, our software as well as our application programming interface (API) for creating any other services or applications, unless such rights have been explicitly granted to you in a written agreement with us.

You promise not to transmit through post, distribute or otherwise make available any software or other computer files that contain viruses, spyware or any other harmful or deleterious computer code, files or programs such as Trojan horses, worm or other harmful or destructive component.

You are not allowed to transfer your rights regarding the Services to any other person, neither fully nor partly.

You should notify us immediately about the problems that you experience while using our Services. We will examine the received information carefully and make our efforts to eliminate the problems as quickly as possible. If we suspect that the problems could be caused by your hardware, software or network connection, you must provide us reasonable and required cooperation for us being able to determine or rule out such reasons.

You must not use the Services in connection with the activities in which the failure of the Services could cause death, personal injury, environmental damage or damage to the physical property.

5. Your uploaded files and back-up

While using our Services you submit to us files, contacts, email messages, folders, metadata etc. ("Files"). You retain all rights and full ownership of any ownership/intellectual property rights that you hold in the content of your Files.

These Terms don't give us any rights to your Files; however, we may access your Account and Files to respond to the problems regarding the Services or to solve any technical issue related to the Service. We may grant the same right to the trusted third parties we work with to provide the Services.

We will not monitor or disclose the information regarding your Account or Files without your prior permission unless this is required by applicable law.

Please bear in mind, that your Files' content may be protected by intellectual property rights that belong to another person. Please make sure, that you do not copy, upload, download, share or use the Files in any other way, unless you have the right to do so.

You agree and understand that you are solely responsible for the accuracy, quality, integrity, legality, reliability and appropriateness as well as copyright of all your Files.

We reserve the right to remove or restrict access to the Files or information, in case we have received information that these Files or information is a subject of possible breach of the Contract or violation of law or third-party rights (e.g. when we receive a notice about the breach of copyright). We bear no responsibility or liability for removing the Files or making them inaccessible. It's your responsibility to solve any legal issues with any third parties before we can restore your access to the Files or information in question.

Folderit uses reasonable safeguards to protect your Files in the Service. **We nevertheless recommend that you keep independent back-ups as appropriate for your needs.** While Folderit provides tools to support export and back-up activities, you are responsible for maintaining your own back-ups, and Folderit is not liable for loss or corruption of Files or for failure to access, upload, back up, or restore Files, or for related costs.

It is our right to determine the acceptable file types within our Services and restrict you from uploading certain types of files to your Account.

6. Intellectual property rights and licenses

All rights, including intellectual property rights, with respect to the Services and hardware, software and any other means for providing the Services, belong to Folderit, except the rights that we have explicitly delegated to you according to these Terms.

Software for using our Services is made available to you on license basis. You shall not receive ownership to the Software. Your rights to use the software end together with

the end of rights to use the Service; in that case you must de-install the software or we will make it unavailable to you.

We reserve the right to upload automatic software updates to your device that you use for using our Services.

You hereby grant Folderit a free, global, exclusive and termless license regarding the changes that we have implemented on the basis of your feedback to us about our Services, Site etc.

7. Fees and payments

Fees

We apply fees for using most of our Services or its features (e.g. sharing Files, additional storage space etc.). Information about available Plans and applicable fees („Fees“) is available on our Site (<https://www.folderit.com/pricing/>).

Trial period

We offer free trial period for most of our payable features and Services.

After trial period expires, you can at any time upgrade or downgrade your Account according to your needs. In case of downgrading, we provide no refund for the prepaid period, but the price difference will be prorated to cover your new Plan.

Billing and Payments

We use a Merchant of Record (MoR) for all payments and billing, unless you have contacted us for receiving invoices directly from us or, when you have subscribed to our Services through any of our resellers and are billed by the reseller.

Payments shall be paid in Euros or in other currencies accepted by MoR or reseller. You may have to incur costs for conversion and transfer of money, applicable by your financial service provider.

You are responsible for all applicable taxes, and we shall charge taxes when required to do so.

In case of payment delay, you cannot use any chargeable features of our Services until payments in due have been fully paid.

Changes to the price list

Please note, that we may change our price list from time to time, notifying you in advance through the Service or by e-mail. If you don't agree with the changes, you can stop using the Service and cancel your subscription under Plan settings before the changes start to apply to you.

Changes of the price list do not affect the Services with the effective offer on a specific price for a specific term, until the effective offer term expires; after that your Service usage will be charged with then-current fees. In case of termless offers with regular payments (e.g. monthly), new prices will apply to you starting from a new payment period, unless you have notified us about your decision to downgrade or

stop using the Services in timely manner, i.e. by making changes to your subscription or cancelling it under Plan settings before the end of the current payment period.

8. Refund policy

All applicable Fees shall be paid in advance for the selected period and are not refundable, unless otherwise is explicitly provided in the Contract or applicable law.

We will provide you a proportional refund of any prepayment, in case you have a paid Account and we terminate or materially downgrade the Services without a cause according to Section 10.

If you have validly terminated the Contract due to the non-compliance of the Services with the terms and conditions of the Contract, we will provide you a refund proportionally to the period when the Services were proved to be non-compliant as well as for the prepaid subscription period following the termination date.

In case you are entitled to the refund according to the Contract or applicable law, we will carry out the reimbursement free of charge within 14 days using the same means of payment as you used to pay for your subscription (we may use other means of payment, if you expressly agree to this and provided that this is free of charge for you).

9. Updates and changes

We reserve the right to make updates and other changes to the Services and to its functionalities at any time. In case we consider the modifications to be significant, we will inform our users about the changes through our Site and/or via e-mail at least thirty (30) days in advance.

We may also revise these Terms from time to time to keep up with the changes in legislation or court practice, to improve our Services or to clarify some aspects of our Services or these Terms, to make the Services or these Terms more user-friendly or to follow the prescriptions of supervisory authorities, officials or courts. The most current version of the Terms is always available on our Site. If changes to the Terms will significantly reduce users' rights, we will notify our users about the upcoming changes through our Site and/or via e-mail at least thirty (30) days in advance.

If you are not happy with the modified Services or Terms, you should discontinue the use of the Services and cancel the subscription or terminate the Contract by sending an e-mail notice to info@folderit.com before the changes come into effect. You are not entitled to this right of cancellation if we have provided you with the option to reject the proposed changes and keep using the old version of the Services.

Please consider that by continuing to use the Services after the changes come into effect, you agree to the Service changes and are bound by the revised Terms of the Contract.

We are not liable for any loss or damage caused by our right to amend these Terms or modify or suspend the Services.

10. Termination of the Contract

You may cancel your paid subscription at any time. Cancelling or expiry of a subscription does not terminate the Contract. If your paid subscription ends (including due to non-payment), we may limit your Account (e.g., disable uploads/sharing) unless you reactivate a paid subscription.

To terminate the Contract, you may request Account closure by email. When you terminate the Contract due to non-compliance of the Services, you must state such reasons clearly in the termination notification. As a rule, only significant non-compliance of the Services can serve as a base for extraordinary termination. Also, you are expected to notify us beforehand about the discovered non-compliance, so that we would be able within reasonable time to determine in cooperation with you whether the non-compliance of Service could be caused by your hardware, software or network connection, and if not, to bring the Service into conformity with the conditions of the Contract within a reasonable time. If you have validly terminated the Contract due to the non-compliance of the Services, we will provide you a refund according to our refund policy in Section 8.

We may suspend or stop providing the Services to you or close your Account at any time with or without notice, if you have violated or we suspect that you have violated the Contract or any other legal document provided by Folderit or any legal acts applicable to the use of our Services, or the lawful rights of Folderit or any other person.

If you do not have an active trial or paid subscription and your last Plan expired at least thirty (30) days ago, we may permanently delete your Files and close your Account. Upon Account closure, the Contract terminates. We may, at our discretion, retain your Account and Files for a longer period (for example, to allow reactivation), but are not obliged to do so. We may, but are not required to, send a reminder by email or within the Service prior to deleting your Account.

We may also suspend or terminate the Contract and close your Account without the cause. In that case we will notify you by e-mail at least ninety (90) days in advance. If you have a paid Account and we terminate or materially downgrade the Services without cause, we will provide you a refund according to our refund policy in Section 8.

Neither party shall be liable for any damages resulting from suspension or termination of the Services in accordance with this Section. However, termination of the Contract does not excuse you from fulfilling all obligations incurred before termination of the Contract.

11. Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE AND PRODUCTS ARE AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED BY Folderit ON "AS IS" AND "AS AVAILABLE" BASIS.

WE MAKE NO WARRANTY THAT (i) THE QUALITY OF THE SERVICE, PRODUCTS OR INFORMATION WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; or (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE OR ERRORS OR DEFECTS WILL BE CORRECTED.

WE MAY PROVIDE LINKS TO OTHER WEBSITES OR RESOURCES, BUT WE DO NOT TAKE ANY RESPONSIBILITY OR LIABILITY FOR THE AVAILABILITY OR ACCURACY OF THE LINKED SITES OR RESOURCES. FOLLOWING THE LINKS IS AT YOUR SOLE DISCRETION AND RISK.

ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE OR SOFTWARE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR IT.

12. Limitation of Liability

NOTHING IN THESE TERMS LIMITS OR EXCLUDES LIABILITY FOR DAMAGES CAUSED INTENTIONALLY OR BY GROSS NEGLIGENCE BY FOLDERIT OR ITS EMPLOYEES.

OTHERWISE, FOLDERIT'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SERVICES SHALL BE LIMITED TO THE AMOUNTS PAID BY YOU TO FOLDERIT FOR THE SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOLDERIT SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, OR DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE SERVICES ARE NOT DESIGNED FOR USE IN HAZARDOUS OR HIGH-RISK ACTIVITIES WHERE FAILURE OF THE SERVICES COULD REASONABLY BE EXPECTED TO RESULT IN DEATH, PERSONAL INJURY, ENVIRONMENTAL DAMAGE, OR PHYSICAL PROPERTY DAMAGE. YOU AGREE NOT TO USE THE SERVICES FOR SUCH PURPOSES, AND FOLDERIT DISCLAIMS ANY LIABILITY ARISING FROM SUCH PROHIBITED USE TO THE EXTENT PERMITTED BY APPLICABLE LAW.

13. Force Majeure

Neither party shall be liable for any delay, interruption or failure to perform, or lost data under these Terms due the acts beyond its reasonable control, but only for so long as such conditions persist. As a condition to the claim of non-liability, the party experiencing the difficulty must give the other prompt written notice, with full details following the occurrence of the cause relied upon.

14. Governing law

You agree that these Terms, its interpretation and any disputes in relation to the Contract between you and Folderit shall be governed by the laws of the Republic of Estonia.

15. Resolving disputes

Before filing an official claim against Folderit, you agree to seek for a solution informally by contacting us by e-mail info@folderit.com. If a dispute is not resolved within 30 days, you may bring a formal proceeding. We promise to act likewise with our claims to you.

You agree that after the failure to resolve the dispute informally as described above, all disputes, actions, claims or causes of action related to these Terms or the Services shall be brought only in the courts located in Tallinn, Estonia.

You agree to bring any claim related to these Terms or the Services within one year starting from the date you could first bring the claim.

16. Confidentiality

We will keep confidential and not disclose to any third party any confidential or secret information belonging or relating to you or your group companies, your business or affairs, which is disclosed by you pursuant to your use of our services, or any communications with us ("**Confidential Information**"). Also, we promise not to use Confidential Information other than for the sole purpose of fulfilling our obligations under this agreement.

We will also ensure that any third parties providing services to us are bound to the same obligations regarding Confidential Information. We will notify you immediately if we suspect or become aware of any disclosure of your Confidential Information in breach of these confidentiality obligations.

Confidential Information does not include:

- (a) any information which is in the public domain at the time of entering into this Contract, or which subsequently comes into the public domain other than by breach of this Contract or any other confidentiality agreement; or
- (b) any information already in the possession of the receiving party at the time of entering into this Contract, other than under an obligation of confidentiality; or
- (c) any information obtained without any obligation of confidence from a third party that is not in breach of a confidentiality agreement with the disclosing party concerning the information obtained.

We can disclose your Confidential Information if required by a competent authority or as required by applicable law.

17. Miscellaneous

These Terms apply to the maximum extent permitted by law. In case some provisions of these Terms will be deemed to be enforceable or invalid by the court, it does not affect other provisions of the Contract. We shall replace the invalid provisions with similar terms that are enforceable under relevant law and derive from the nature of the whole Contract.

These Terms have been formed in English language, which shall prevail to any other possible language versions of these Terms that we may publish on our Site for informative purposes. English is also a communication language between you and Folderit. We may, but are not obligated to communicate with you in any other language that you possess.