

Terms of Service

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Thank you for using Cubbit, we're glad you have chosen to join the Cubbit Swarm!

We encourage you to read this document carefully. If you sign up for a Cubbit account or use our Services, you agree to be bound to these Terms.

General

Cubbit is designed to store, synchronize, share files and collaborate using state-of-the-art end-to-end encryption, also having less environmental impact on our planet than traditional centralized cloud storage service providers.

These Terms of Service (the "**Terms**") govern access to our websites, client software (the "**Software**"), and all technologies or functions (the "**Services**") developed by Cubbit S.r.l. (or "**we**", or "**our**"), a company with registered office in Via della Zecca n. 1, 40121 - Bologna, Italy. You may access and be part of our distributed cloud in accordance with these Terms, with the End User Licence Agreement and with the [Cubbit Privacy Policy](#).

About Cubbit

Cubbit is the first distributed and collaborative cloud service provider that works without big data centers: rather than operating from the outdated paradigm which relies solely on centralized proprietary servers, our mission is to build a global network of small servers in everybody's home or office, going beyond the limits of the traditional cloud.

We do not put your files in one single basket. Our software intelligently distributes data, with a new, efficient and secure algorithm. Every file is encrypted, split into several chunks and distributed over a peer-to-peer network that we have called the Swarm ([see our Technology page to know more](#)).

The nodes in this network are the Cubbit Cells, the devices we designed to enable the connection to the Swarm through your home internet router.

How Cubbit Works

After installing the Software on your personal device, you will be asked to create a Cubbit account using your name, email, a complex password and a recovery secret code or sentence.

By plugging in a Cubbit Cell to your internet router you must then "claim" your Cubbit Cell, linking the Cell to your Cubbit account by using the software interface.. Once this last step is successfully completed, you will be assigned your personal storage space in the Cubbit network and from that moment you will officially become part of the Swarm!

THE CUBBIT CELL SHOULD STAY CONNECTED TO THE INTERNET VIA YOUR ROUTER IN ORDER TO WORK. IF YOUR CUBBIT CELL STAYS DISCONNECTED FOR A PERIOD OF MORE THAN 30 DAYS, ALL THE FILES YOU HAVE STORED UP UNTIL THAT TIME WILL BE REMOVED. IF YOU ARE IN POSSESSION OF 2 OR MORE CUBBIT CELLS, PLEASE FOLLOW THE INSTRUCTIONS PROVIDED BY OFFLINE CELL NOTIFICATIONS.

As soon as our system detects that a Cubbit Cell is not connected or is not working for some reason (within a maximum of 36 hours), you will be contacted by email at the address you provided during registration, in order to allow you to take timely action.

For this reason it is your responsibility to regularly check the messages sent to your email inbox.

Your account will continue to be accessible to you for a limited period of 30 days from the date of disconnection of the Cubbit Cell. At the end of the 30-day period, without the Cubbit Cell being reconnected to the network and without you having taken action, contacting our SST and/or opening a ticket providing adequate reasons for the disconnection, ALL OF YOUR FILES WILL BE DELETED AND WILL NO LONGER BE RETRIEVABLE.

If you notice that your Cubbit Cell or Software is experiencing issues or is not working properly, please promptly contact our SST through the [Help Page](#) by opening a technical support ticket.

Confidentiality and Security

- **End-to-end Encryption:** Before the upload, every file is encrypted with an AES-256 key (a military-grade protocol used by the US government to protect top-secret files) that is randomly generated client-side and added to the user's keychain. This keychain is then encrypted by a key generated from the user's password before being saved on the coordinator server. As a result, according to our knowledge and the current state-of-the-art, it is mathematically impossible for us or anyone who has not been authorized to decrypt or invert your encrypted files.
- **Zero Knowledge:** WE DON'T HAVE A RECORD OF THE USER'S PASSWORD. THIS MEANS THAT ONLY YOU HAVE THE KEY TO DECRYPT AND ACCESS YOUR OWN FILES. WE RECOMMEND YOU KEEP IT SAFE.

This also means that there is no way for us to recover your password if lost.

However, you can reset your password by correctly typing the secret code or phrase you set when you created your Cubbit account.

DISCLAIMER: IN CASE OF LOSS OF BOTH YOUR PASSWORD AND THE RECOVERY PHRASE, YOUR DATA WILL NO LONGER BE ACCESSIBLE OR RECOVERABLE.

Multiple Cubbit Cell Connections

Users, through the option on the Software, can claim additional Cubbit Cells, in order to increase the storage space available to their account.

Your Rights Over Your Content

- **Your content:** You are the owner of the content of the files stored within the Cubbit space and the only one who maintains access to and control over them, which also means that you retain all intellectual property rights over them. Before uploading or sharing any new content, make sure you have all the rights you need to do so and that the content is legal and does not affect the rights of other users or third parties.
- **Limited Permission:** Users grant Cubbit limited rights over their data and service (meta)-data, which are necessary to provide the Services in accordance with these Terms.

Sharing and Collaborating

- **Sharing with link:** Users who want to share files or folders may generate two different types of links, as follows:
 - Public link: allows access to anyone and allows also the direct exchange of files between Cubbit users.
 - Private link: allows access to the file to anyone who has the link and is in possession of the self-generated decryption key. The software generates a custom encryption key for every single file that users want to share externally, so you can be sure that only the recipient of the file - who has the decryption key - actually has access to it. Users can generate a link with an integrated encryption key or a separate key.
- **Sharing folders:** When sharing a folder, remember that everything in it will be shared as well. The people with whom you will share the folder will receive an app notification and/or an email with the invitation to accept the collaboration and the role and privileges assigned to them. For example:
 - ❑ Owner: is the one who creates the folder. The owner can transfer the ownership, but can not be deleted and lose the rights to the folder and is the only one who can delete the folder for everyone.

- ❑ Admin: is the one who has the most extensive privileges, can appoint other administrators as well and can delete the folder for all other participants (except the Owner).
- ❑ Editor: can modify the content of the folder (delete and upload files, etc...), can invite users and delete them (except admin and owner).
- ❑ Viewer: can only access the folder.

Cubbit Cell Storage Capacity

- **Your Storage Space**: So far, Cubbit Cells have storage capacities available to users of either 512GB or 1TB depending on the device version purchased.
- **Additional Storage Space**: However, the Cubbit Cell contains an additional storage space, not available to you (equal to that available to you, i.e. 512GB or 1TB) which has the dual function of allowing data redundancy and supporting the stability and sustainability of the Cubbit distributed cloud network.

How Our Services Will Remain Forever Free to You

Our vision is to provide our community of users, who also own one or more functioning and connected Cubbit Cells, with a unique, reliable, stable, up-to-date and free service forever. FOR SUCH PURPOSES, BY ACCEPTING THESE TERMS, YOU UNDERSTAND, ACKNOWLEDGE AND EXPRESSLY AGREE THAT CUBBIT MAY USE THE ADDITIONAL STORAGE SPACE LOCATED WITHIN YOUR CUBBIT CELL, AND NOT USED BY YOU, INCLUDING YOUR INTERNET CONNECTION BANDWIDTH, TO SUPPORT THE CUBBIT DISTRIBUTED CLOUD NETWORK AND TO OFFER ADDITIONAL PAID SERVICES TO THIRD PARTIES.

Green Commitment

When using Cubbit, you can check at any time the amount of CO₂ saved compared to using a cloud service based on centralized data centers.

Every 4 TB stored on Cubbit instead of traditional cloud service providers saves the equivalent of the carbon footprint of a refrigerator (~350 kWh/year).

All this information can be found in our Green Paper at this [link](#).

Privacy and Data Processing

By accessing our Service, Cubbit collects, associates and stores your personal information, necessary to fulfill our obligations pursuant to these Terms. Those data are processed by Cubbit pursuant to art. 13 of EU Regulation no. 2016/679 ("GDPR"). Cubbit may also collect

and store non-personally identifiable information that is connected to the use of the Service, that can include statistics and performance metrics related to the Software.

You understand that, due to client-side encryption, encrypted content is not deemed to be personal data from the perspective of Cubbit, as Cubbit cannot use encrypted information to identify any individual.

For further information on how Cubbit process your personal data, including information about your rights as data subject, please refer to our [Privacy Policy](#).

Assignment

Once accepted, these Terms, or any right or obligation under this agreement, may not be assigned or transferred without our prior written consent.

We shall also not be entitled to assign these Terms without giving you prior notice. However, Cubbit may freely assign its rights and obligations under this agreement in its entirety to an affiliate or in connection with a reorganization, merger, acquisition or sale of our assets, provided that such successor agrees to perform Cubbit's obligations under these Terms.

Applicable Law and Jurisdiction

If you are a consumer living in European Economic Area or Switzerland: the laws and courts of your country of residence will apply to any dispute arising out of or relating to these Terms.

In all other cases these Terms will be governed by and interpreted by Italian law and any controversy concerning the validity, execution and interpretation will be referred to the exclusive jurisdiction of the Court of Bologna (Italy).

If for any reason a competent judge considers that one or more clauses or parts of this licence are not applicable, the remaining part will remain fully effective.

Modifications

We may revise these Terms from time to time to better reflect:

- (a) improvements or enhancements made to our Software;
- (b) new regulatory requirements, or
- (c) changes in legislation.

If an update affects your use of the Services or your legal rights as a user of our Software, we'll notify you prior to the update's effective date by sending an email to the email address associated with your account or via an in-product notification.

Here you can find the previous version of our TOS.