

Terms of Service

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

These Terms of Service (the "Terms") govern access to the Cubbit Distributed Cloud, including Cubbit Client software (Desktop App), Web App and all technologies or functions developed by Cubbit. You may access and be part of the Distributed Cloud in accordance with these Terms, with the Cubbit Client Software License Agreement and with the Cubbit Privacy Policy.

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

About Cubbit

Cubbit is the first Distributed Cloud that works without proprietary servers: rather than working from the dated paradigm which solely relies on a centralized server, we implement a small server in everybody's home or office, going beyond the limits of the traditional cloud by utilizing peer-to-peer networks and our cutting edge recovery and encryption technologies.

The only thing you need to start using Cubbit is a Cubbit Cell, the device we designed to be connected to our network through your home internet router, in order to utilize our Software.

Cubbit Cells can be purchased on our Indiegogo page.

Cubbit software smartly distributes data with a new efficient and secure algorithm. Every file is encrypted, split into several chunks and distributed safely over a peer-to-peer network, namely the Cubbit Distributed Cloud ([see our help page to know more](#)).

How Cubbit works

By connecting the Cubbit Cell to your Internet router and installing the Cubbit "Client Software" on your device, you will be asked to "claim" your Cubbit Cell by typing the serial code. Once this step has been correctly completed you will become part of the Cubbit Distributed Cloud community: the Swarm!

Before the upload, every single file is encrypted with an AES-256 key 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. This way, nobody, not even the Cubbit team, can access the user's files.

Once the file has been encrypted and segmented, the client communicates with the coordinator to obtain authorization for uploading it to the distributed cloud. The coordinator, in turn, verifies the authorization and finds the optimal set of 36 Cells to store the file by minimizing a cost function that accounts for geographical proximity, mean uptime, free space and other metadata. It then acts as handshake server to initiate the peer-to-peer connection between the hosting Cells and the client, which distributes the shards on the network.

WE DON'T HAVE A RECORD OF THE USER'S CREDENTIALS. THIS MEANS THAT ONLY YOU HAVE THE KEY TO DECRYPT AND ACCESS YOUR OWN FILES. SO PLEASE KEEP IT IN A VERY SAFE PLACE.

This allows you to optimize the resources already available in your home or office, creating a distributed network free from costs and energy waste of traditional data-centers.

WE REMIND YOU THAT THE CUBBIT CELL SHOULD STAY CONNECTED TO THE INTERNET THROUGH 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 TO THAT TIME WILL BE REMOVED.

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 receive a desktop notification and you will be contacted by email from our Swarm Support Team 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 e-mail 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 Swarm Support Team and/or opening a ticket providing adequate reasons for the disconnection, ALL YOUR FILES WILL BE DELETED AND WILL NO LONGER BE RECOVERABLE.

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

How Cubbit's cloud storage service will remain free forever

Our vision is to provide our community of users with a unique, reliable, stable and free service forever.

To achieve this, Cubbit could then use the additional storage space located within your Cubbit cell, and not used by you, including the bandwidth of your internet connection, to offer additional paid services to third parties.

This operation will not affect your internet connection.

Cubbit Cell storage capacity

So far, Cubbit Cells have storage capacities of either 512GB or 1TB depending on the version chosen.

However, the Cubbit Cell contains an additional storage space (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.

Multiple Cubbit Cell Connections

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

Confidentiality of Encrypted Content:

- **Password:** Cubbit has no access to your password and there is no way for us to recover your password. However, you can reset your password by correctly writing a secret code or sentence set by you at the creation of the account. We therefore recommend that you keep your password and your secret code or sentence stored somewhere safe.
- **DISCLAIMER:** IN CASE OF LOSS OF BOTH YOUR PASSWORD AND THE ANSWER TO THE SECRET CODE, YOUR DATA WILL NO LONGER BE RECOVERABLE
- **Encryption:** you acknowledge that our technology is zero-knowledge and end-to-end encrypted so no one can access your data. Thanks to Cubbit's cryptographic architecture, it is mathematically impossible for us and anyone else to look into your stuff. Your data is protected by AES-256 encryption, a military-grade protocol used by the US government to protect top-secret files. The encryption key is generated client-side and never known to us or anyone else. All transfers are performed through end-to-end encrypted channels.
- **Collaboration:** Cubbit lets you access and share your data from anywhere in the world. Cubbit is a cloud but unlike other services Cubbit is not based on any centralized data centre. Cubbit is based on a revolutionary distributed architecture and connects users to each other to form a collaborative peer-to-peer network where the whole is more than the sum of its parts. The node of this network is the Cubbit Cell.

Users Files:

- **Limited Permission:** This Agreement does not grant us any ownership over the contents of your files or over user's intellectual property, except for the limited rights

that are reasonably necessary for us, to provide the Services in accordance with these Terms.

- **Content:** You acknowledge that Cubbit technology uses a strong cryptography system to protect user's files. You are solely responsible for the content of the files that you upload on Cubbit. By using the Services, you guarantee that you have all required permissions for each File – including copyright and other intellectual property rights – to distribute, transfer, store.

Personal Data:

- In order to enable the service offered by Cubbit, we collect certain information ("Service Data") that may include Personal Data. These data may be used by Cubbit pursuant to art. 13 D.Lgs. 30/6/2003 n. 196 (hereinafter, "Privacy Code") and art. 13 EU Regulation n. 2016/679 (hereinafter, "GDPR"). Further information about data processing is set in our [Privacy Policy](#);
- 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;
- The data saved in the cloud by the user is the property of the user. Cubbit hasn't any right over the user's files.

Assignment

Once accepted, such agreement, 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 this Agreement 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.

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.