

# Share.surf - Terms of Service

Effective Date: 25 October 2025

### 1. Acceptance of Terms

By accessing or using **Share.surf**, you agree to be bound by these Terms of Service ("Terms").

If you do not agree to these Terms, you may not use or access the service.

We may update these Terms from time to time. The most recent version will always be available on this page and will include the effective date above. Continued use of the service after changes are posted constitutes acceptance of the updated Terms.

## 2. Description of Service

**Share.surf** is an online file-sharing platform that allows users to upload, share, and optionally password-protect files.

- Uploaded files are stored temporarily for 48 hours and then automatically deleted.
- Users may optionally create an account to view and manage their uploads.

We reserve the right to modify, suspend, or discontinue any part of the service at any time, without notice.

### 3. User Accounts

#### a. Account Creation

Creating an account is optional. To register, you must provide:

- A valid email address
- A password (stored securely using the Argon2 hashing algorithm)
- A display name (any name of your choice)

You are responsible for maintaining the confidentiality of your account credentials and for all activity conducted under your account.

#### b. Account Termination

You may delete your account at any time.

We reserve the right to suspend or terminate your account if we reasonably believe that:

- You have violated these Terms.
- Your actions compromise service integrity or security, or
- We are required to do so by law.

Upon account deletion or termination, your personal data will be handled in accordance with our **Privacy Policy**.

# 4. Uploads and File Handling

#### a. File Retention

Uploaded files and associated metadata (including IP addresses and any upload password hashes) are **automatically deleted after 48 hours**.

### b. Password-Protected Uploads

You may optionally protect your uploads with a password.

- Upload passwords are never stored in plaintext.
- Passwords are hashed using the Argon2 algorithm.
- We cannot recover lost or forgotten upload passwords.

### c. User Responsibility

You are solely responsible for:

- The content you upload, share, or distribute via Share.surf;
- Ensuring your uploads comply with applicable laws and these Terms.

We do not proactively monitor uploaded content, but we reserve the right to remove or restrict access to content that violates these Terms or any applicable law.

### 5. Prohibited Use

You agree **not** to use Share.surf for any of the following purposes:

- Uploading or distributing **malware**, viruses, or harmful code.
- Uploading illegal, defamatory, or infringing material.

- Sharing personal data of others without their explicit consent.
- Attempting to bypass, probe, or disrupt our systems or security mechanisms.
- Using the service for spam, phishing, or fraudulent activity.
- Uploading material that violates intellectual property or copyright law.

Violation of this section may result in account suspension, file deletion, and reporting to relevant authorities.

## 6. Intellectual Property

You retain all rights to the content you upload.

By uploading files to Share.surf, you grant us a **limited, non-exclusive, temporary license** to store, process, and deliver your files solely for the purpose of providing the service until they are deleted.

We do not claim ownership of your uploaded content, nor do we redistribute it beyond your chosen sharing actions.

## 7. Data Protection and Privacy

Our processing of personal data is governed by the **Share.surf Privacy Policy**, which is incorporated into these Terms by reference.

By using the service, you acknowledge and consent to the processing of your data as described in that policy.

We use industry-standard security measures including:

- Argon2 hashing for all stored passwords (both accounts and upload protection)
- HTTPS encryption for all data transmission
- Strict 48-hour retention limits on uploads and metadata

# 8. Service Availability

We strive to maintain continuous service availability but do not guarantee uninterrupted or error-free operation.

Occasional downtime or maintenance may occur without prior notice.

We are not liable for loss of data, revenue, or access resulting from downtime, deletion, or technical issues.

### 9. Disclaimer of Warranties

Share.surf is provided on an "as-is" and "as-available" basis.

We make no warranties, express or implied, regarding:

- · The reliability or accuracy of the service;
- The availability or preservation of uploaded content beyond the stated retention period;
- Fitness of the service for any particular purpose.

To the fullest extent permitted by law, all implied warranties are disclaimed.

## 10. Limitation of Liability

To the maximum extent permitted by law, **Share.surf**, its operators, affiliates, or contributors shall not be liable for any indirect, incidental, or consequential damages arising from:

- Use or inability to use the service,
- Loss, corruption, or unauthorized access to data,
- Deletion, downtime, or malfunction,
- Unauthorized use of your account.

Our total liability for any claim arising out of or relating to these Terms shall not exceed €50 EUR (or equivalent in local currency).

### 11. Governing Law

These Terms are governed by and construed in accordance with the laws of the **European Union** and the **jurisdiction of the operator's domicile**, without regard to conflict-of-law principles.

All disputes arising under these Terms shall be subject to the exclusive jurisdiction of the competent courts in that jurisdiction.

# 12. Changes to These Terms

We may revise these Terms from time to time. The updated version will always be available on this page and include a new effective date.

Your continued use of Share.surf after changes take effect constitutes acceptance of the revised Terms.

## 13. Contact Information

For any questions, concerns, or legal notices regarding these Terms, please contact:

Email: contact@harveycoombs.com

Website: https://share.surf