

# Terms and Conditions for MoveMyFiles

Last Updated: July 22, 2025

Welcome to MoveMyFiles, a file transfer service provided by **Profectify LLC** ("we," "us," or "our"). By accessing or using our website at <https://movemyfiles.com> (the "Service"), you agree to be bound by these Terms and Conditions ("Terms"). If you do not agree with these Terms, please do not use the Service.

## 1. General Provisions

### 1.1 Eligibility

You must be at least 18 years old or have the legal capacity to enter into contracts to use the Service. By using the Service, you represent and warrant that you meet these requirements.

### 1.2 Modifications to the Terms

We reserve the right to modify these Terms at any time. Changes will be effective upon posting to the website. Your continued use of the Service after such changes constitutes acceptance of the updated Terms. We encourage you to review these Terms periodically.

## 2. Use of the Service

### 2.1 Service Description

MoveMyFiles provides a platform for secure file transfers. All data is hosted on servers operated by Linode in Frankfurt, Germany (eu-central-1), ensuring compliance with GDPR and EU data protection regulations.

### 2.2 User Responsibilities

- You agree to use the Service only for lawful purposes and in compliance with applicable laws and regulations.
- You are responsible for maintaining the confidentiality of your account credentials and for all activities conducted under your account.
- You must not upload, share, or store files that are illegal, harmful, or infringe on the rights of others, including copyrighted material without permission, malicious code, or personal data without lawful basis.

### 2.3 Prohibited Activities

You may not:

- Use the Service to distribute malware, spam, or other harmful content.

- Attempt to gain unauthorized access to the Service or its systems.
- Interfere with or disrupt the integrity or performance of the Service.
- Use the Service to engage in activities that violate applicable laws or regulations.

## 3. Data Protection and GDPR Compliance

### 3.1 Data Controller

Profectify LLC, with contact at [support@movemyfiles.com](mailto:support@movemyfiles.com), is the data controller for personal data processed through the Service, as defined under the General Data Protection Regulation (GDPR) (EU) 2016/679.

### 3.2 Personal Data Processing

- **Types of Data:** We collect personal data such as your email address, IP address, and any personal information contained in files you upload, as necessary to provide the Service.
- **Purpose:** Personal data is processed to facilitate file transfers, maintain account security, and comply with legal obligations.
- **Legal Basis:** Processing is based on your consent, the performance of a contract, or our legitimate interests (e.g., ensuring service security), as applicable under GDPR.

### 3.3 Data Storage and Security

- All data is hosted on Linode servers in Frankfurt, Germany (eu-central-1), within the European Union, ensuring GDPR-compliant data residency.
- We implement appropriate technical and organizational measures to protect your data, including encryption during transfer and storage.
- Data is retained only for as long as necessary to provide the Service or as required by law. Files are automatically deleted after a specified period (as outlined in our Privacy Policy).

### 3.4 Your Rights

Under GDPR, you have the following rights regarding your personal data:

- **Access:** Request access to the personal data we hold about you.
- **Rectification:** Request correction of inaccurate or incomplete data.
- **Erasure:** Request deletion of your data, subject to legal obligations.
- **Restriction:** Request restriction of processing in certain circumstances.
- **Data Portability:** Request a copy of your data in a structured, commonly used, and machine-readable format.
- **Objection:** Object to processing based on legitimate interests.
- **Withdraw Consent:** Withdraw consent where processing is based on consent.

To exercise these rights, contact us at [support@movemyfiles.com](mailto:support@movemyfiles.com). We will respond within one month, as required by GDPR.

### **3.5 Data Sharing**

- We do not sell or share your personal data with third parties except as necessary to provide the Service (e.g., with Linode as our hosting provider) or as required by law.
- Any third-party processors are bound by GDPR-compliant data processing agreements.

### **3.6 International Transfers**

As all data is hosted within the EU, no international data transfers outside the EU/EEA occur unless explicitly required and compliant with GDPR safeguards.

### **3.7 Data Breach Notification**

In the event of a personal data breach, we will notify you and the relevant supervisory authority within 72 hours, as required by GDPR, where the breach is likely to result in a risk to your rights and freedoms.

## **4. Intellectual Property**

### **4.1 Ownership**

The Service, including its software, design, and content (excluding user-uploaded files), is owned by Profectify LLC or its licensors and is protected by intellectual property laws.

### **4.2 User Content**

- You retain ownership of any files you upload to the Service.
- By uploading files, you grant us a limited, non-exclusive, worldwide license to store, process, and transmit your files solely to provide the Service.
- You represent and warrant that you have the necessary rights to upload and share any files via the Service.

## **5. Limitation of Liability**

- The Service is provided "as is" without warranties of any kind, express or implied, including fitness for a particular purpose or uninterrupted access.
- To the fullest extent permitted by law, Profectify LLC shall not be liable for any indirect, incidental, or consequential damages arising from your use of the Service.
- Our total liability for any claim shall not exceed the amount paid by you, if any, for using the Service.

## 6. Termination

- We may suspend or terminate your access to the Service at our discretion if you violate these Terms or engage in prohibited activities.
- You may terminate your use of the Service at any time by discontinuing use and requesting account deletion via [support@movemyfiles.com](mailto:support@movemyfiles.com).

## 7. Governing Law and Jurisdiction

These Terms are governed by the laws of the State of Delaware, USA, without prejudice to your rights under GDPR or other mandatory local laws. Any disputes arising from these Terms shall be resolved in the competent courts of Delaware, unless EU consumer protection laws require otherwise.

## 8. Contact Information

For questions, complaints, or to exercise your GDPR rights, contact us at:

**Profectify LLC**

Email: [support@movemyfiles.com](mailto:support@movemyfiles.com)

For GDPR-related inquiries, you may also contact the relevant data protection authority in your country.

## 9. Miscellaneous

- If any provision of these Terms is found to be unenforceable, the remaining provisions will remain in effect.
- These Terms constitute the entire agreement between you and Profectify LLC regarding the Service.
- Our failure to enforce any right or provision will not constitute a waiver of such right or provision.

Thank you for using MoveMyFiles. We are committed to protecting your data and providing a secure file transfer service.