

Terms and Conditions of Filently

Welcome to the Terms & Conditions page of Filently. This document will help you understand how you can use our services and what you can expect from us.

Latest update: February 13, 2026

[Back to overview](#)

Table of contents

- [Introduction](#)
- [What the User should know at a glance](#)
- [TERMS OF USE](#)
- [TERMS AND CONDITIONS OF SALE](#)
- [User rights](#)
- [Guarantees](#)
- [Liability and indemnification](#)
- [Common provisions](#)
- [Dispute resolution](#)
- [Definitions and legal references](#)

Introduction

These Terms govern

- the use of Filently, and,
- any other related Agreement or legal relationship with the Owner

in a legally binding way. Capitalized words are defined in the relevant dedicated section of this document.

The User must read this document carefully.

Nothing in these Terms creates any relationship of employment, agency, or partnership between the involved parties.

Filently is provided by:

Filently GmbH
Maurerstrasse 8
8500 Frauenfeld
Switzerland

CHE-458.381.603
Handelsregisteramt: Thurgau

Represented by: Valentin Uhrmeister

Owner contact email: support@filently.com

Information about Filently

Filently is a cloud-based document organization service that uses artificial intelligence to automatically rename, classify, and file documents into users' existing cloud storage (e.g., Google Drive). The service processes documents through various intake methods — including direct upload, monitored folders, email forwarding, and third-party integrations — analyzes their content, and organizes them based on the user's existing folder structure and naming conventions.

"Filently" refers to

- this website, including its subdomains and any other website through which the Owner makes its Service available;
- the Service;
- any applications, sample and content files, source code, scripts, instruction sets or software included as part of the Service, as well as any related documentation;

What the User should know at a glance

- **Usage of Filently and the Service is age restricted:** to access and use Filently and its Service the User must be an adult under applicable law.
- Please note that some provisions in these Terms may only apply to certain categories of Users. In particular, certain provisions may only apply to Consumers or to those Users that do not qualify as Consumers. Such limitations are always explicitly mentioned within each affected clause. In the absence of any such mention, clauses apply to all Users.
- The right of withdrawal only applies to European Consumers.

TERMS OF USE

Unless otherwise specified, the terms of use detailed in this section apply generally when using Filently.

Single or additional conditions of use or access may apply in specific scenarios and in such cases are additionally indicated within this document.

By using Filently, Users confirm to meet the following requirements:

- There are no restrictions for Users in terms of being Consumers or Business Users;
- Users must be recognized as adult by applicable law;
 - Users aren't located in a sanctioned territory designated by an authority that the Owner is directly or indirectly subject to;

Account registration

To use the Service Users must register or create a User account, providing all required data or information in a complete and truthful manner.

Failure to do so will cause unavailability of the Service.

Users are responsible for keeping their login credentials confidential and safe. For this reason, Users are also required to choose passwords that meet the highest standards of strength permitted by Filently.

By registering, Users agree to be fully responsible for all activities that occur under their username and password.

Users are required to immediately and unambiguously inform the Owner via the contact details indicated in this document, if they think their personal information, including but not limited to User accounts, access credentials or personal data, have been violated, unduly disclosed or stolen.

Conditions for account registration

Registration of User accounts on Filently is subject to the conditions outlined below. By registering, Users agree to meet such conditions.

- Accounts registered by bots or any other automated methods are not permitted.
- Unless otherwise specified, each User must register only one account.
- Unless explicitly permitted, a User account may not be shared with other persons.

Account termination

Users can terminate their account and stop using the Service at any time by doing the following:

- By using the tools provided for account termination on Filently.

However, termination of the account will not be possible until the subscription period paid for by the User has expired.

Account suspension and deletion

The Owner reserves the right to suspend or terminate the User's account at any time and without notice, at the Owner's sole discretion, in these cases:

- User has violated these Terms; and/or
- User's access or use of Filently may cause injury to the Owner, other Users or third parties; and/or
- the use of Filently by the User may cause violation of law or regulations; and/or
- in case of an investigation by legal action or governmental involvement; and/or
- the account or its use is deemed to be, at the Owner's sole discretion inappropriate or offensive or in violation of these Terms.

The suspension or deletion of User accounts shall not entitle Users to any claims for compensation, damages or reimbursement. The suspension or deletion of accounts due to causes attributable to the User does not exempt the User from paying any applicable fees or prices.

Content on Filently

Unless where otherwise specified or clearly recognizable, all content available on Filently is owned or provided by the Owner or its licensors.

The Owner undertakes its utmost effort to ensure that the content provided on Filently infringes no applicable legal provisions or third-party rights. However, it may not always be possible to achieve such a result.

In such cases, without prejudice to any legal prerogatives of Users to enforce their rights, Users are kindly asked to preferably report related complaints using the contact details provided in this document.

Rights regarding content on Filently - All rights reserved

The Owner holds and reserves all intellectual property rights for any such content.

Users may not, therefore, use such content in any way that is not necessary or implicit in the proper use of the Service.

In particular, but without limitation, Users may not copy, download, share (beyond the limits set forth below), modify, translate, transform, publish, transmit, sell, sublicense, edit, transfer/assign to third parties or create derivative works from the content available on Filently, nor allow any third party to do so through the User or their device, even without the User's knowledge.

Where explicitly stated on Filently, the User may download, copy and/or share some content available through Filently for its sole personal and non-commercial use and provided that the copyright attributions and all the other attributions requested by the Owner are correctly implemented.

Any applicable statutory limitation or exception to copyright shall stay unaffected.

Content provided by Users

The Owner allows Users to upload, share or provide their own content to Filently.

By providing content to Filently, Users confirm that they are legally allowed to do so and that they are not infringing any statutory provisions and/or third-party rights.

Rights regarding content provided by Users

Users acknowledge and accept that by providing their own content on Filently they grant the Owner a non-exclusive, fully paid-up and royalty-free license to process such content solely for the operation and maintenance of Filently as contractually required.

To the extent permitted by applicable law, Users waive any moral rights in connection with content they provide to Filently.

Users acknowledge, accept and confirm that all content they provide through Filently is provided subject to the same general conditions set forth for content on Filently.

Liability for provided content

Users are solely liable for any content they upload, post, share, or provide through Filently. Users acknowledge and accept that **the Owner does not filter or moderate such content.**

However, the Owner reserves the right to remove, delete or block such content at its own discretion and, without prior notice, to deny the uploading User access to Filently:

- upon becoming aware of any (alleged) violation of these Terms, any third-party rights, or applicable law, based on such content;
- if a notice of infringement of intellectual property rights is received;
- if a notice of violation of a third party's privacy, including their intimate privacy, is received;
- upon order of a public authority; or
- where the Owner is made aware that the content, while being accessible via Filently, may represent a risk for Users, third parties and/or the availability of the Service.

The removal, deletion or blocking of content shall not entitle Users that have provided such content or that are liable for it, to any claims for compensation, damages or reimbursement.

Users agree to hold the Owner harmless from and against any claim asserted and/or damage suffered due to content they provided to or provided through Filently.

Access to provided content

Content that Users provide to Filently is made available according to the criteria outlined within this section.

Private content

Private content provided by Users shall stay private and will not be shared with any third parties or accessed by the Owner without the User's explicit consent.

Users may (and are encouraged to) check on Filently to find details of who can access the content they provide.

Access to external resources

Through Filently Users may have access to external resources provided by third parties. Users acknowledge and accept that the Owner has no control over such resources and is therefore not responsible for their content and availability.

Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

Acceptable use

Filently and the Service may only be used within the scope of what they are provided for, under these Terms and applicable law.

Users are solely responsible for making sure that their use of Filently and/or the Service violates no applicable law, regulations or third-party rights.

Whenever the Owner should intend to adopt a measure to protect its legitimate interests that would result the User's access to Filently or the Service being prevented entirely or considerably restricted (even just temporarily), the Owner will notify the affected User thereof 7 days before the measure becomes effective, unless such delay would cause irreparable harm to the Owner's legitimate interests.

Therefore, **the Owner reserves the right to take any appropriate measure to protect its legitimate interests including by denying Users access to Filently or the Service, terminating contracts, reporting any misconduct performed through Filently or the Service to the competent authorities – such as judicial or administrative authorities - whenever Users engage or are suspected to engage in any of the following activities:**

- violate laws, regulations and/or these Terms;
- infringe any third-party rights;
- considerably impair the Owner's legitimate interests;
- offend the Owner or any third party.

“Tell-a-friend”

Filently gives Users the opportunity to receive advantages if, as a result of their recommendation, any new User purchases a Product offered on Filently.

In order to take advantage of this offer, Users may invite others to purchase the Products on Filently by sending them a tell-a-friend code provided by the Owner. Such codes can only be redeemed once.

If upon purchase of the Products on Filently any of the persons invited redeems a tell-a-friend code, the inviting User shall receive the advantage or benefit (such as: a price reduction, an additional service feature, an upgrade etc.) specified on Filently. Tell-a-friend codes may be limited to specific Products among those offered on Filently.

The Owner reserves the right to end the offer at any time at its own discretion.

While no general limitation applies to the number of persons that can be invited, the amount of advantage or benefit that each inviting User can receive, may be limited.

TERMS AND CONDITIONS OF SALE

Paid Products

Some of the Products provided on Filently, as part of the Service, are provided on the basis of payment.

The fees, duration and conditions applicable to the purchase of such Products are described below and in the dedicated sections of Filently.

To purchase Products, the User must register or log into Filently.

Product description

Prices, descriptions or availability of Products are outlined in the respective sections of Filently and are subject to change without notice.

While Products on Filently are presented with the greatest accuracy technically possible, representation on Filently through any means (including, as the case may be, graphic material, images, colors, sounds) is for reference only and implies no warranty as to the characteristics of the purchased Product.

The characteristics of the chosen Product will be outlined during the purchasing process.

Purchasing process

Any steps taken from choosing a Product to order submission form part of the purchasing process.

The purchasing process includes these steps:

- Users must choose the desired Product and verify their purchase selection.
- After having reviewed the information displayed in the purchase selection, Users may place the order by submitting it.

Order submission

When the User submits an order, the following applies:

- The submission of an order determines contract conclusion and therefore creates for the User the obligation to pay the price, taxes and possible further fees and expenses, as specified on the order page.
- In case the purchased Product requires an action from the User, such as the provision of personal information or data, specifications or special wishes, the order submission creates an obligation for the User to cooperate accordingly.
- Upon submission of the order, Users will receive a receipt confirming that the order has been received.

All notifications related to the described purchasing process shall be sent to the email address provided by the User for such purposes.

Prices

Users are informed during the purchasing process and before order submission, about any fees, taxes and costs (including, if any, delivery costs) that they will be charged.

Prices on Filently are displayed:

- either exclusive or inclusive of any applicable fees, taxes and costs, depending on the section the User is browsing.

Offers and discounts

The Owner may offer discounts or provide special offers for the purchase of Products. Any such offer or discount shall always be subject to the eligibility criteria and the terms and conditions set out in the corresponding section of Filently.

Offers and discounts are always granted at the Owner's sole discretion.

Repeated or recurring offers or discounts create no claim/title or right that Users may enforce in the future.

Depending on the case, discounts or offers shall be valid for a limited time only or while stocks last. If an offer or discount is limited by time, the time indications refer to the time zone of the Owner, as indicated in the Owner's location details in this

document, unless otherwise specified.

Coupons

Offers or discounts can be based on Coupons.

If breach of the conditions applicable to Coupons occurs, the Owner can legitimately refuse to fulfill its contractual obligations and expressly reserves the right to take appropriate legal action to protect its rights and interests.

Notwithstanding the provisions below, any additional or diverging rules applicable to using the Coupon displayed in the corresponding information page or on the Coupon itself shall always prevail.

Unless otherwise stated, these rules apply to the use of Coupons:

- Each Coupon is only valid when used in the manner and within the timeframe specified on the website and/or the Coupon;
- A Coupon may only be applied, in its entirety, at the actual time of purchase – partial use is not permitted;
- Unless otherwise stated, single-use Coupons may only be used once per purchase and therefore may only be applied a single time even in cases involving installment-based purchases;
- A Coupon cannot be applied cumulatively;
- The Coupon must be redeemed exclusively within the time specified in the offer. After this period, the Coupon will automatically expire, precluding any possibility for the User to claim the relevant rights, including cash-out;
- The User is not entitled to any credit/refund/compensation if there is a difference between the value of the Coupon and the redeemed value;
- The Coupon is intended solely for non-commercial use. Any reproduction, counterfeiting and commercial trade of the Coupon is strictly forbidden, along with any illegal activity related to the purchase and/or use of the Coupon.

Methods of payment

Information related to accepted payment methods is made available during the purchasing process.

Some payment methods may only be available subject to additional conditions or fees. In such cases related information can be found in the dedicated section of Filently.

All payments are independently processed through third-party services. Therefore, Filently does not collect any payment information – such as credit card details – but only receives a notification once the payment has been successfully completed. The User may read the privacy policy of Filently to learn more about the data processing and Users' rights regarding their data.

If a payment through the available methods fails or is refused by the payment service provider, the Owner shall be under no obligation to fulfill the purchase order. If a payment fails or is refused, the Owner reserves the right to claim any related expenses or damages from the User.

Authorization for future PayPal payment

If Users authorize the PayPal feature which allows future purchases, Filently will store an identification code linked to the Users' PayPal account. This will authorize Filently to automatically process payments for future purchases or recurring installments of past purchases.

This authorization can be revoked at any time, either by contacting the Owner or by changing the user settings offered by PayPal.

Retention of usage rights

Users do not acquire any rights to use the purchased Product until the total purchase price is received by the Owner.

Performance of services

The purchased service shall be performed or made available within the timeframe specified on Filently or as communicated before the order submission.

Users acknowledge and accept that in order to access the service, Users must employ legal, commonly used and up-to-date device(s) and/or software (including operating systems) that are consistent with current market-standards.

Users acknowledge and accept that the ability to use the services may be limited in time and space.

Term and termination

Subscriptions

Subscriptions allow Users to receive a Product continuously or regularly over time. Details regarding the type of subscription and termination are outlined below.

Lifetime subscription

Lifetime subscriptions are subscriptions lasting for the entire lifetime of the subscribed Product. Paid lifetime subscriptions start on the day the payment is received by the Owner. They only expire if and when the relevant Product is discontinued.

Open-ended subscriptions

Paid subscriptions begin on the day the payment is received by the Owner.

In order to maintain subscriptions, Users must pay the required recurring fee in a timely manner. Failure to do so may cause service interruptions.

Termination by the User of open-ended subscriptions

Open-ended subscriptions may be terminated at any time by sending a clear and unambiguous termination notice to the Owner using the contact details provided in this document, or — if applicable — by using the corresponding controls inside this Application.

Terminations shall take effect 0 days after the notice of termination has been received by the Owner.

Termination by the Owner of open-ended subscriptions

The Owner reserves the right to terminate the subscription for convenience at any time by sending a termination notice to the User. The termination shall take effect at the end of the notice period.

The notice period is 7 days.

Termination for cause and/or impossibility of performance

The Owner expressly reserves the right to terminate the contract effective immediately for cause and/or impossibility of performance — such as, for instance, orders from public authorities, breach against statutory law or infringement of third-party rights, actual or impending insolvency, inappropriate use of Filently.

In particular, the Owner may terminate the contract with immediate effect should the User be a sanctioned person or entity, or be based in a sanctioned territory designated by an authority that the Owner is directly or indirectly subject to.

Statutory rights of termination

Any mandatory statutory rights of termination set out by applicable law shall remain unaffected.

Terms and conditions applying to extra features

Users that have an active subscription may purchase single extra add-ons or features, described in the relevant section of Filently. Unless otherwise specified, such extras are subject to the same terms applicable to the main Product, including all provisions of this document.

Modification of Digital Products

The following applies to Users qualifying as Consumers.

Filently provides a Digital Product to Users over time. In order to ensure conformity of the Digital Product at all times, the Owner reserves the right to modify the Digital Product from time to time at no additional cost for Users, by duly informing Users about any such upcoming modification and its reasons.

Where Users maintain that such modification would negatively impact their access to or use of the Digital Product, and such negative impact would not be only minor, Users shall have the right to terminate the contract with the Owner within no less than 30 days of receiving the information about the upcoming modification, or of the implementation of the modification - whichever is later.

User rights

Right of withdrawal

Unless exceptions apply, the User may be eligible to withdraw from the contract within the period specified below (generally 14 days), for any reason and without justification. Users can learn more about the withdrawal conditions within this section.

Who the right of withdrawal applies to

Unless any applicable exception is mentioned below, Users who are European Consumers are granted a statutory withdrawal right under EU rules, to withdraw from contracts entered into online (distance contracts) within the specified period applicable to their case, for any reason and without justification.

Users that do not fit this qualification, cannot benefit from the rights described in this section. The Consumer shall only be liable to the Seller for any diminution in the value of the goods resulting from handling the goods in a manner other than that necessary to acquaint him with the nature, characteristics and functionality of the goods.

Exercising the right of withdrawal

To exercise their right of withdrawal, Users must send to the Owner an unequivocal statement of their intention to withdraw from the contract.

To this end, Users may use the model withdrawal form available from within the “definitions” section of this document. Users are, however, free to express their intention to withdraw from the contract by making an unequivocal statement in any other suitable way. In order to meet the deadline within which they can exercise such right, Users must send the withdrawal notice before the withdrawal period expires.

When does the withdrawal period expire?

- **Regarding the purchase of a service**, the withdrawal period expires 14 days after the day that the contract is entered into, unless the User has waived the withdrawal right.
- **In case of purchase of a digital content not supplied in a tangible medium**, the withdrawal period expires 14 days after the day that the contract is entered into, unless the User has waived the withdrawal right.

Effects of withdrawal

Users who correctly withdraw from a contract will be reimbursed by the Owner for all payments made to the Owner, including, if any, those covering the costs of delivery.

However, any additional costs resulting from the choice of a particular delivery method other than the least expensive type of standard delivery offered by the Owner, will not be reimbursed.

Such reimbursement shall be made without undue delay and, in any event, no later than 14 days from the day on which the Owner is informed of the User’s decision to withdraw from the contract. Unless otherwise agreed with the User, reimbursements will be made using the same means of payment as used to process the initial transaction. In any event, the User shall not incur any costs or fees as a result of such reimbursement.

...on the purchase of services

Where a User exercises the right of withdrawal after having requested that the service be performed before the withdrawal period expires, the User shall pay to the Owner an amount which is in proportion to the part of service provided.

Such payment shall be calculated based on the fee contractually agreed upon, and be proportional to the part of service provided until the time the User withdraws, compared with the full coverage of the contract.

UK User rights

Right to cancel

Unless exceptions apply, Users who are Consumers in the United Kingdom have a legal right of cancellation under UK law and may be eligible to withdraw from contracts made online (distance contracts) within the period specified below (generally 14 days), for any reason and without justification.

Users that do not qualify as Consumers, cannot benefit from the rights described in this section. Users can learn more about the cancellation conditions within this section.

Exercising the right to cancel

To exercise their right to cancel, Users must send to the Owner an unequivocal statement of their intention to withdraw from the contract. To this end, Users may use the model withdrawal form available from within the “definitions” section of this document. Users are, however, free to express their intention to withdraw from the contract by making an unequivocal statement in any other suitable way. In order to meet the deadline within which they can exercise such right, Users must send the withdrawal notice before the cancellation period expires.

When does the cancellation period expire?

- **Regarding the purchase of a service**, the cancellation period expires 14 days after the day that the contract is entered into, unless the User has waived the right to cancel.
- **In case of purchase of a digital content not supplied in a tangible medium**, the cancellation period expires 14 days after the day that the contract is entered into, unless the User has waived the right to cancel.

Effects of cancellation

Users who correctly withdraw from a contract will be reimbursed by the Owner for all payments made to the Owner, including, if any, those covering the costs of delivery.

However, any additional costs resulting from the choice of a particular delivery method other than the least expensive type of standard delivery offered by the Owner, will not be reimbursed.

Such reimbursement shall be made without undue delay and, in any event, no later than 14 days from the day on which the Owner is informed of the User’s decision to withdraw from the contract. Unless otherwise agreed with the User, reimbursements will be made using the same means of payment as used to process the initial transaction. In any event, the User shall not incur any costs or fees as a result of such reimbursement.

...on the purchase of services

Where a User exercises the right to cancel after having requested that the service be performed before the cancellation period expires, the User shall pay to the Owner an amount which is in proportion to the part of service provided.

Such payment shall be calculated based on the fee contractually agreed upon, and be proportional to the part of service provided until the time the User withdraws, compared with the full coverage of the contract.

Brazilian User rights

Right of regret

Unless an applicable exception is stated below, Users who are Consumers in Brazil have a legal right of regret under Brazilian law. This means that the Consumer has the right to withdraw from contracts made online (distance contracts or any contract signed away from business premises) within seven (7) days of the date the contract was entered into or the receipt of the product or service, for any reason and without justification. Users that do not qualify as Consumers, cannot benefit from the rights described in this section. The right of regret may be exercised by the Consumer via contact channels listed at the beginning of this document and in accordance with the guidelines in this section.

Exercising the right of regret

To exercise their right of regret, Users must send to the Owner an unequivocal statement of their intention to withdraw from the contract. To this end, Users may use the model withdrawal form available from within the “definitions” section of this document. Users are, however, free to express their intention to withdraw from the contract by making an unequivocal statement in any other suitable way. In order to meet the deadline within which they can exercise such right, Users must send the regret notice before the regret period expires. When does the regret period expire?

- **Regarding the purchase of a service**, the regret period expires seven (7) days after the day that the contract is entered into and only if the service has not yet been provided.
- **In the event of the purchase of digital content**, the regret period expires seven (7) days after the day that the contract is entered into and only if the digital content has not yet been provided and integrated into the Consumer's device.

Effects of regret

Users who correctly withdraw from a contract will be reimbursed by the Owner for all payments made to the Owner, including, if any, those covering the costs of delivery.

However, any additional costs resulting from the choice of a particular delivery method other than the least expensive type of standard delivery offered by the Owner, will not be reimbursed.

Such reimbursement shall be made without undue delay and, in any event, no later than 14 days from the day on which the Owner is informed of the User's decision to withdraw from the contract or the actual return of the product, whichever occurs later. Unless otherwise agreed with the User, reimbursements will be made using the same means of payment as used to process the initial transaction. In any event, the User shall not incur any costs or fees as a result of such reimbursement.

...on the purchase of services

Where a User exercises the right of regret after having requested that the service be performed before the regret period expires, the User shall pay to the Owner an amount which is in proportion to the part of the service provided.

Such payment shall be calculated based on the fee contractually agreed upon, and be proportional to the part of service provided until the time the User withdraws.

Guarantees

Legal guarantee of conformity for Digital Products under EU law

Under EU law, for a minimum period of 2 years from delivery or, in case of Digital Products supplied continuously for more than 2 years for the entire supply period, traders guarantee conformity of the Digital Products they provide to Consumers.

Where Users qualify as European Consumers, the legal guarantee of conformity applies to the Digital Products available on Filently in accordance with the laws of the country of their habitual residence.

National laws of such country may grant Users broader rights.

Legal guarantee of conformity for services for Consumers in Brazil

The legal guarantee applicable to services sold by Filently complies with the following terms, according to the Consumer Protection Code:

- non-durable services shall have a thirty-day (30 day) guarantee; and
- durable services shall have a ninety-day (90 day) guarantee.

The warranty period starts from the end of the performance of services.

The warranty is not applicable in cases of service misuse, natural events or if it has been subjected to any maintenance other than that provided by Filently.

The warranty may be claimed through the contact channels provided by Filently. If applicable, the Owner shall bear the costs of shipping any goods for technical assessment. The Owner, at its own discretion, may also offer a contractual warranty in addition to the legal warranty.

The regulations applicable to contractual warranties can be found in the specifications provided by Filently.

If no such information is provided, only the statutory provisions shall apply.

Liability and indemnification

Unless otherwise explicitly stated or agreed with Users, the Owner's liability for damages in connection with the execution of the Agreement shall be excluded, limited and/or reduced to the maximum extent permitted by applicable law.

Indemnification

The User agrees to indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners and employees harmless from and against any claim or demand — including but not limited to lawyer's fees and costs — made by any third party due to or in relation with any culpable violation of these Terms, third-party rights or statutory provisions connected to the use of the Service by the User or its affiliates, officers, directors, agents, co-branders, partners and employees to the extent allowed by applicable law.

The above also applies to any claims exercised by third parties (including but not limited to the Owner's clients or customers) against the Owner related to Digital Products provided by the User such as, for instance, conformity claims.

Limitation of liability

Unless otherwise explicitly stated and without prejudice to mandatory law, Users shall have no right to claim damages against the Owner (or any natural or legal person acting on its behalf).

This does not apply to damages to life, health or physical integrity, damages resulting from the breach of material contractual obligations such as any obligation strictly necessary to achieve the purpose of the contract, and/or damages resulting from intent

or gross negligence, as long as Filently has been appropriately and correctly used by the User.

Unless damages have been caused by way of intent or gross negligence, or they affect life, health or physical integrity, the Owner shall only be liable to the extent of typical and foreseeable damages at the moment the contract was entered into.

In particular, within the limits stated above, the Owner shall not be liable for:

- damages or losses resulting from interruptions or malfunctions of Filently due to acts of force majeure, or unforeseen and unforeseeable events and, in any case, independent of the will and beyond the control of the Owner, such as, but not limited to, failures or disruptions of telephone or electrical lines, the Internet and / or other means of transmission, unavailability of websites, strikes, natural disasters, viruses and cyber attacks, interruptions in the delivery of products, third-party services or applications;
- any loss of business opportunities and any other loss, even indirect, that may be incurred by the User (such as, but not limited to, trading losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, etc.);
- any losses that are not the direct consequence of a breach of the Terms by the Owner;
- any damage, prejudice or loss occurring due to viruses or other malware contained in or connected to files available for download from the internet or via Filently. Users are responsible for implementing sufficient security measures – such as anti-viruses and firewalls to prevent any such infection or attack and for securing backup copies of all data or information exchanged via or uploaded to Filently.

Notwithstanding the above, the following limitation applies to all Users other than Natural Persons:

In any event of liability, the compensation may not exceed the total payments that have been, will be or would be received by the Owner from the User based on the contract over a period of 12 months, or throughout the duration of the Agreement, if shorter.

Australian Users

Limitation of liability

Nothing in these Terms excludes, restricts or modifies any guarantee, condition, warranty, right or remedy which the User may have under the Competition and Consumer Act 2010 (Cth) or any similar state and territory legislation and which cannot be excluded, restricted or modified (non-excludable right). To the fullest extent permitted by law, our liability to the User, including liability for a breach of a non-excludable right and liability which is not otherwise excluded under these Terms, is limited, at the Owner's sole discretion, to the re-performance of the services or the payment of the cost of having the services supplied again.

US Users

Disclaimer of Warranties

Filently is provided strictly on an "as is" and "as available" basis. Use of the Service is at Users' own risk. To the maximum extent permitted by applicable law, the Owner expressly disclaims all conditions, representations, and warranties — whether express, implied, statutory or otherwise, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. No advice or information, whether oral or written, obtained by the User from the Owner or through the Service will create any warranty not expressly stated herein.

Without limiting the foregoing, the Owner, its subsidiaries, affiliates, licensors, officers, directors, agents, co-branders, partners, suppliers and employees do not warrant that the content is accurate, reliable or correct; that the Service will meet Users' requirements; that the Service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Service is downloaded at Users' own risk and Users shall be solely responsible for any damage to Users' computer system or mobile device or loss of data that results from such download or Users' use of the Service.

The Owner does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website or service, and the Owner shall not be a party to or in any way monitor any transaction between Users and third-party providers of products or services.

The Service may become inaccessible or it may not function properly with Users' web browser, mobile device, and/or operating system. The owner cannot be held liable for any perceived or actual damages arising from Service content, operation, or use of this Service.

Federal law, some states, and other jurisdictions, do not allow the exclusion and limitations of certain implied warranties. The above exclusions may not apply to Users. This Agreement gives Users specific legal rights, and Users may also have

other rights which vary from state to state. The disclaimers and exclusions under this agreement shall not apply to the extent prohibited by applicable law.

Limitations of liability

To the maximum extent permitted by applicable law, in no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for:

- any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Service; and
- any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Service or User account or the information contained therein;
- any errors, mistakes, or inaccuracies of content;
- personal injury or property damage, of any nature whatsoever, resulting from User access to or use of the Service;
- any unauthorized access to or use of the Owner's secure servers and/or any and all personal information stored therein;
- any interruption or cessation of transmission to or from the Service;
- any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Service;
- any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or
- the defamatory, offensive, or illegal conduct of any User or third party.

In no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount paid by User to the Owner hereunder in the preceding 12 months, or the period of duration of this agreement between the Owner and User, whichever is shorter.

This limitation of liability section shall apply to the fullest extent permitted by law in the applicable jurisdiction whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if the User has been advised of the possibility of such damage.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore the above limitations or exclusions may not apply to the User. The terms give User specific legal rights, and User may also have other rights which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under the terms shall not apply to the extent prohibited by applicable law.

Indemnification

The User agrees to defend, indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees harmless from and against any and all claims or demands, damages, obligations, losses, liabilities, costs or debt, and expenses, including, but not limited to, legal fees and expenses, arising from

- User's use of and access to the Service, including any data or content transmitted or received by User;
- User's violation of these terms, including, but not limited to, User's breach of any of the representations and warranties set forth in these terms;
- User's violation of any third-party rights, including, but not limited to, any right of privacy or intellectual property rights;
- User's violation of any statutory law, rule, or regulation;
- any content that is submitted from User's account, including third party access with User's unique username, password or other security measure, if applicable, including, but not limited to, misleading, false, or inaccurate information;
- User's willfull misconduct; or
- statutory provision by User or its affiliates, officers, directors, agents, co-branders, partners, suppliers and employees to the extent allowed by applicable law.

Common provisions

No Waiver

The Owner's failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

Service interruption

To ensure the best possible service level, the Owner reserves the right to interrupt the Service for maintenance, system updates or any other changes, informing the Users appropriately.

Within the limits of law, the Owner may also decide to suspend or discontinue the Service altogether. If the Service is discontinued, the Owner will cooperate with Users to enable them to withdraw personal data or information and will respect Users' rights relating to continued product use and/or compensation, as provided for by applicable law.

Additionally, the Service might not be available due to reasons outside the Owner's reasonable control, such as "force majeure" events (infrastructural breakdowns or blackouts etc.).

Service reselling

Users may not reproduce, duplicate, copy, sell, resell or exploit any portion of Filently and of its Service without the Owner's express prior written permission, granted either directly or through a legitimate reselling program.

Privacy policy

For information about the use of their personal data, Users must refer to the privacy policy of Filently which is hereby declared to be part of these Terms.

Intellectual property rights

Without prejudice to any more specific provision of these Terms, any intellectual property rights, such as copyrights, trademark rights, patent rights and design rights related to Filently are the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.

All trademarks — nominal or figurative — and all other marks, trade names, service marks, word marks, illustrations, images, or logos appearing in connection with Filently are, and remain, the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties related to intellectual property.

Changes to these Terms

The Owner reserves the right to amend or otherwise modify these Terms at any time. In such cases, the Owner will appropriately inform the User of these changes.

Such changes will only affect the relationship with the User from the date communicated to Users onwards.

The continued use of the Service will signify the User's acceptance of the revised Terms. If Users do not wish to be bound by the changes, they must stop using the Service and may terminate the Agreement.

The applicable previous version will govern the relationship prior to the User's acceptance. The User can obtain any previous version from the Owner.

If legally required, the Owner will notify Users in advance of when the modified Terms will take effect.

The Owner will appropriately inform the User of upcoming changes 15 days before they come into effect.

Assignment of contract

The Owner reserves the right to transfer, assign, dispose of by novation, or subcontract any or all rights or obligations under these Terms, taking the User's legitimate interests into account. Provisions regarding changes of these Terms will apply accordingly.

Users may not assign or transfer their rights or obligations under these Terms in any way, without the written permission of the Owner.

Contacts

All communications relating to the use of Filently must be sent using the contact information stated in this document.

Severability

Should any provision of these Terms be deemed or become invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

US Users

Any such invalid or unenforceable provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent. These Terms constitute the entire Agreement between Users and the Owner with respect to the subject matter hereof, and supersede all other communications, including but not limited to all prior agreements, between the parties with respect to such subject matter. These Terms will be enforced to the fullest extent permitted by law.

EU Users

Should any provision of these Terms be or be deemed void, invalid or unenforceable, the parties shall do their best to find, in an amicable way, an agreement on valid and enforceable provisions thereby substituting the void, invalid or unenforceable parts. In case of failure to do so, the void, invalid or unenforceable provisions shall be replaced by the applicable statutory provisions, if so permitted or stated under the applicable law.

Without prejudice to the above, the nullity, invalidity or impossibility to enforce a particular provision of these Terms shall not nullify the entire Agreement, unless the severed provisions are essential to the Agreement, or of such importance that the parties would not have entered into the contract if they had known that the provision would not be valid, or in cases where the remaining provisions would translate into an unacceptable hardship on any of the parties.

Authoritative version of these Terms

These Terms are drawn up and revised in English. Other language versions of these Terms are provided for information purposes only. In the event of any inconsistency between different linguistic versions, the original version shall always prevail.

Governing law

These Terms are governed by the law of the place where the Owner is based, as disclosed in the relevant section of this document, without regard to conflict of laws principles.

Prevalence of national law

However, regardless of the above, if the law of the country that the User is located in provides for higher applicable consumer protection standards, such higher standards shall prevail.

Exception for Consumers in Switzerland

If the User qualifies as a Consumer in Switzerland, Swiss law will apply.

Exception for Consumers in Brazil

If the User qualifies as a Consumer in Brazil and the product and/or service is commercialized in Brazil, Brazilian law will apply.

Venue of jurisdiction

The exclusive competence to decide on any controversy resulting from or connected to these Terms lies with the courts of the place where the Owner is based, as displayed in the relevant section of this document.

Exception for Consumers in Europe

The above does not apply to any Users that qualify as European Consumers, nor to Consumers based in the United Kingdom, Switzerland, Norway or Iceland.

Exception for Consumers in Brazil

The above does not apply to Users in Brazil that qualify as Consumers.

Exception for Consumers

The above does not apply to Users qualifying as Consumers.

US Users

Each party specifically waives any right to trial by jury in any court in connection with any action or litigation. Any claims under these terms shall proceed individually and no party shall join in a class action or other proceeding with or on behalf of others.

UK Consumers

Consumers based in England and Wales may bring legal proceedings in connection with these Terms in the English and Welsh courts. Consumers based in Scotland may bring legal proceedings in connection with these Terms in either the Scottish or the English courts. Consumers based in Northern Ireland may bring legal proceedings in connection with these Terms in either the Northern Irish or the English courts.

US Users

Surviving provisions

This Agreement shall continue in effect until it is terminated by either Filently or the User. Upon termination, the provisions contained in these Terms that by their context are intended to survive termination or expiration will survive, including but not limited to the following:

- the User's grant of licenses under these Terms shall survive indefinitely;
- the User's indemnification obligations shall survive for a period of five years from the date of termination;
- the disclaimer of warranties and representations, and the stipulations under the section containing indemnity and limitation of liability provisions, shall survive indefinitely.

Dispute resolution

Amicable dispute resolution

Users may bring any disputes to the Owner who will try to resolve them amicably.

While Users' right to take legal action shall always remain unaffected, in the event of any controversy regarding the use of Filently or the Service, Users are kindly asked to contact the Owner at the contact details provided in this document.

The User may submit the complaint including a brief description and if applicable, the details of the related order, purchase, or account, to the Owner's email address specified in this document.

The Owner will process the complaint without undue delay and within 3 days of receiving it.

Definitions and legal references

Filently (or this Application)

The property that enables the provision of the Service.

Agreement

Any legally binding or contractual relationship between the Owner and the User, governed by these Terms.

Brazilian (or Brazil)

Applies where a User, regardless of nationality, is in Brazil.

Business User

Any User that does not qualify as a Consumer.

Coupon

Any code or voucher, in print or electronic form, which allows the User to purchase the Product at a discounted price.

Digital Product

Is a Product that consists of:

- content produced and supplied in digital form; and/or
- a service that allows for the creation, processing, storing or accessing data in a digital form or the sharing or any other form of interaction with digital data uploaded or created by the User or any other user of Filently.

European (or Europe)

Applies where a User, regardless of nationality, is in the EU.

Example withdrawal form

Addressed to:

Filently GmbH Maurerstrasse 8 8500 Frauenfeld Switzerland CHE-458.381.603 Handelsregisteramt: Thurgau Represented by:
Valentin Uhrmeister
support@filently.com

I/We hereby give notice that I/we withdraw from my/our contract of sale of the following goods/for the provision of the following service:

_____ (insert a description of the goods/services that are subject to the respective withdrawal)

- *Ordered on:* _____ (insert the date)
- *Received on:* _____ (insert the date)
- *Name of consumer(s):* _____
- *Address of consumer(s):* _____
- *Date:* _____

(sign if this form is notified on paper)

Natural Person

Any individual human being including, but not limited to, Consumers.

Owner (or We)

Indicates the natural person(s) or legal entity that provides Filently and/or the Service to Users.

Product

A good or service available through Filently, such as e.g. physical goods, digital files, software, booking services etc., and any other types of products separately defined herein, such as Digital Products.

Service

The service provided by Filently as described in these Terms and on Filently.

Terms

All provisions applicable to the use of Filently and/or the Service as described in this document, including any other related documents or agreements, and as updated from time to time.

United Kingdom (or UK)

Applies where a User, regardless of nationality, is in the United Kingdom.

User

Any user of the Service, whether a human being or legal entity.

User (or You)

Indicates any natural person or legal entity using Filently.

Consumer

Consumer is any User qualifying as such under applicable law.

How can we help?

What you can do

In case of issues

Back to overview

What you can do

Your data

- [Ask us to know and access the information we hold on you](#)
- [Ask us to correct information we hold on you](#)
- [Ask us to be forgotten \(delete the information we hold on you\)](#)
- [Ask to port your data to another service](#)

Close

In case of issues

While we strive to create a positive user experience, we understand that issues may occasionally arise between us and our users. If this is the case, please feel free to contact us.

[Contact us](#)

Footer

Filently

Filently GmbH

Maurerstrasse 8
8500 Frauenfeld
Switzerland

CHE-458.381.603
Handelsregisteramt: Thurgau

Represented by: Valentin Uhrmeister

Owner contact email: support@filently.com

Downloadable documents

- [Privacy Policy](#)
Latest update: February 16, 2026
- [Cookie Policy](#)
Latest update: February 16, 2026
- [Terms and Conditions](#)
Latest update: February 13, 2026

Terms and Conditions  by **iubenda**

Generate yours with the [Terms and Conditions Generator](#)

[iubenda](#) hosts this content and only collects [the Personal Data strictly necessary](#) for it to be provided.