

TERMS OF SERVICE

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1. Introduction

Welcome to Unravel Retune, an audio resampling web application maintained by Orgyán Kristóf Attila E.V. ("Company," "we," "our," "us"). These Terms of Service ("Terms") govern your use of our audio resampling web application and related services (the "Service").

By accessing or using our Service, you agree to be bound by these Terms. If you disagree with any part of the Terms, you do not have permission to access the Service.

Our Service is operated from the European Union and is designed to comply with EU law, including Directive 2001/29/EC on copyright and the General Data Protection Regulation (GDPR).

2. Service Description

Unravel Retune provides a platform where users can upload audio files to have them algorithmically resampled. The key characteristics of our Service are:

- **No Registration Required:** You may use the Service without creating a permanent account.
- **Session-Based Access:** When you use the Service, a temporary session is created and linked to your browser. This session-based authentication ensures that only you can access your uploaded and processed files during your active session.
- **Data Deletion, Not Session Expiry:** Session tokens may remain valid for extended periods, but the data associated with your session is automatically deleted according to the schedule below. This means that even if a session token persists, there is no data available to access.
- **User Control:** You retain control over your files. Only you have access to your uploaded and processed files during your active session, unless you choose to share them. Server administrators do not access user files except for essential technical maintenance.
- **Temporary Processing:** Uploaded and processed files are stored temporarily on our servers only for the duration of the processing and to allow for download during your session.
- **Automated Deletion:**

- The **original uploaded file** is deleted immediately after processing is complete.
- The **processed file** is automatically deleted from our active servers immediately after you successfully download it, or automatically after 12 hours from the time of upload, whichever comes first.
- **Backup Deletion:** Any files stored in system backups are deleted within 30 days in accordance with GDPR principles of storage limitation.
- **Administrator Access:** Strictly limited server administrators may have technical access to servers for maintenance, security, and troubleshooting purposes. They are prohibited from accessing, copying, or modifying user files except as necessary for these technical operations. All administrator access is logged and audited.

3. Eligibility and Age Requirements

3.1 Age of Consent

To use this Service, you must be at least 16 years of age, or the age of consent for data processing in your country of residence (which may be lower but not below 13 years, depending on your Member State's laws).

3.2 User Warranty Regarding Age

By using the Service, you represent and warrant that you meet the age requirements set forth in Section 3.1. If you are below the applicable age of consent, you represent and warrant that you have obtained verifiable consent from your parent or legal guardian to use the Service.

3.3 No Age Verification

We do not currently implement technical measures to verify your age or verify parental consent. We rely on your representations and warranties as set forth in these Terms. If we become aware that a user is below the applicable age of consent and has not obtained parental consent, we will take reasonable steps to prevent further use of the Service, which may include blocking access from the relevant IP address.

3.4 Responsibility of Parents and Guardians

If you are a parent or legal guardian who has provided consent for a minor to use the Service, you are responsible for the minor's use of the Service and for ensuring compliance with these Terms.

4. User Content and Copyright

4.1 Your Warranties

By uploading User Content to Unravel Retune, you represent and warrant that:

- You own the User Content or have all necessary licenses, rights, consents, and permissions to use it and to authorize us to process it as described in these Terms.
- Your use of the Service is for lawful purposes, and the User Content does not and will not infringe any third-party rights, including copyright.

4.2 Temporary Copies Exception

Under EU copyright law (Directive 2001/29/EC, Article 5(1)), certain temporary copies made during technical processes are exempt from copyright restrictions . The copies our servers create during the resampling process:

- Are transient and incidental to the technical process
- Form an integral and essential part of the resampling technology
- Exist solely to enable the lawful use of the work (as warranted by you)
- Have no independent economic significance
- Are automatically deleted as described in Section 2

These copies are therefore exempt from copyright restrictions under EU law. This means your use of the Service for resampling lawfully acquired content for personal, non-commercial purposes falls within accepted exceptions.

4.3 Prohibited Uses

You may NOT use the Service:

- To facilitate copyright infringement or distribute infringing copies to third parties
- To upload content you do not have the right to use
- To circumvent technological protection measures where prohibited by law
- For any unlawful purpose or in violation of these Terms

4.4 Notice and Takedown

Due to the temporary nature of our Service, all user-uploaded and processed files are automatically deleted within 12 hours of upload, as described in Section 2. This means that:

- **By design, files are not available on our servers long enough to be removed in response to a copyright notice.**

- If we receive a copyright infringement notice regarding specific content, we will review it and, if substantiated, log the details for the purpose of identifying repeat infringers where technically feasible.
- We may use information from substantiated notices to inform technical measures aimed at preventing future uploads of the same content by the same user, where such measures are technically feasible and proportionate.
- If you believe your copyright has been infringed through our Service, please contact us at support@unravel.hu with sufficient detail to identify the content and the alleged infringement.

5. Data Protection and Privacy

Our processing of your personal data is governed by our Privacy Policy, which complies with the General Data Protection Regulation (GDPR). Key principles include:

5.1 Lawful Basis

We process your data based on:

- **Performance of a contract** (Article 6(1)(b) GDPR): To provide the resampling service you request
- **Legitimate interests** (Article 6(1)(f) GDPR): For security, maintenance, and compliance purposes

5.2 Log Data and IP Addresses

When you visit our Service, our servers automatically collect standard log information, including:

- Your IP address
- Browser type and version
- Date and time of access
- Pages visited
- Timestamps of file uploads and downloads
- Session identifiers

Purpose: This information is processed for:

- Technical administration and system maintenance
- Network and information security (detecting and preventing attacks, abuse, and unauthorized access)

- Investigating and preventing misuse of our Service
- Identifying repeat infringers where technically feasible
- Ensuring the ongoing functionality and integrity of our systems

Legal Basis: Our legitimate interest in ensuring network and information security and protecting our Service against misuse, as explicitly recognized by Recital 49 GDPR .

Retention Period: Log data is stored for a period of **up to 4 weeks (28 days)** . This retention period is:

- Limited to what is strictly necessary for our security and abuse prevention purposes
- Consistent with industry standards for security logging
- Reviewed regularly to ensure it remains proportionate to our needs

After this period, log data is automatically rotated and deleted from our active systems.

Exceptions: In the case of a substantiated security incident or copyright infringement, relevant log data may be retained for a longer period as necessary for investigation, legal proceedings, or compliance with legal obligations. Any such extended retention will be limited to what is strictly necessary for the specific purpose.

No Identification: We do not attempt to identify you from log data alone for any purpose other than addressing security incidents or abuse. We do not combine log data with other data sources to profile or track individuals.

5.3 Storage Limitation

We adhere to the principle of storage limitation (Article 5(1)(e) GDPR) :

- Uploaded files: Deleted as described in Section 2
- Log data: Automatically rotated and deleted after 4 weeks
- Backup data: Deleted within 30 days

5.4 Security

We implement appropriate technical and organizational measures under Article 32 GDPR, including encrypted connections (HTTPS), access controls, secure session management, and regular security audits.

6. Disclaimer of Warranties

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY EU AND APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES,

WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

We do not warrant that the Service will be uninterrupted, timely, secure, or error-free.

7. Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, DATA, OR USE, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE SERVICE.

We do not exclude or limit our liability for death or personal injury, fraud, or any other liability that cannot be excluded or limited under applicable law.

8. Complaints and Contact

If you have any questions about these Terms, or if you wish to dispute a content removal, please contact us at:

support@unravel.hu

9. Governing Law

These Terms shall be governed and construed in accordance with the laws of Hungary, without regard to its conflict of law provisions. This does not affect your mandatory rights as a consumer under the laws of your country of residence.

10. Changes to Terms

We reserve the right to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect by posting notice on our website.