

NODRIVE

Terms and Conditions

Nodrive - Beta version / personal & professional users

Version 1.0 • 23 August 2026 • Beta

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1. Service Provider

Provider	Fiscalbox S.r.l.
Registered office	Via Generale Orsini 40, 80132 Napoli (NA), Italy
VAT / Tax code / Companies Register	07839361214
REA	NA-913721
Certified email (PEC)	fiscalbox@pec.it
Email	info@nodrive.cloud

2. Scope and Acceptance

These Terms govern access to and use of the Nodrive software, the nodrive.cloud website and related technical services ("Nodrive" or the "Service") provided by Fiscalbox S.r.l. The user accepts the Terms through the affirmative action provided in the app, website or registration flow. The Privacy Notice is provided separately and reviewing it does not constitute blanket consent to personal-data processing.

3. Users and Eligibility

The Beta is intended for users aged 18 or over acting for personal or professional purposes. Anyone using Nodrive on behalf of an organisation represents that they are authorised to do so. At this stage the Beta is not an enterprise managed service with a standard SLA or publicly offered DPA.

4. Modes Available in the Beta

- This PC / Local: encrypted data is stored on the device, internal drive, HDD/SSD, USB drive or another local destination selected by the user.
- Your storage: encrypted data is stored with a third-party service or infrastructure selected and configured by the user, according to the connectors available, for example Google Drive, WebDAV, NAS or other supported storage.
- Nodrive Cloud / Hosted is not offered in this Beta. Fiscalbox S.r.l. does not host users' file content as a Nodrive storage service.

Free Beta

This Beta is free of charge. There are no payments, automatic renewals or charges. Any future paid plans will be governed by updated pricing and contractual terms made available before purchase.

5. Beta / Early Access Status

Nodrive is still under testing. It may contain errors, incomplete features, incompatibilities, non-backward-compatible changes, interruptions and limitations. Beta features may be added, changed or removed. No service level (SLA) is guaranteed unless expressly agreed in writing.

Practical safety requirement

During the Beta, do not use Nodrive as the only copy of important data or as the sole tool for mission-critical activities. Keep at least one independent, verified backup of data you cannot afford to lose.

6. Encryption, Credentials and Recovery

Nodrive uses client-side encryption: file content, filenames and directory structure are encrypted on the user's device before any transfer to remote storage. The password does not directly encrypt files; it is used locally to protect and unlock the key material defined by the architecture. Nodrive authentication uses OPAQUE according to the current technical version so that the password is not sent to the server in plaintext.

- The User Key and related key material are not stored in plaintext on Fiscalbox servers; in the current Beta the wrapped User Key remains on the local device.
- The recovery key, where available, must be stored separately and securely.

- Loss of both the password and the available recovery mechanisms may make the data unrecoverable.
- Nodrive cannot reconstruct a key that, by design, it does not possess in plaintext.

7. Backup and User Responsibility

Nodrive is not a substitute for a backup strategy. Users must select a protection level appropriate to the value and criticality of their data. Trash, versions, snapshots, caches or anti-ransomware features, where available in the version in use, do not eliminate the risks of hardware failure, human error, device compromise, provider unavailability or credential loss.

8. Third-Party Providers and Storage

When the user selects “Your storage”, the storage relationship remains between the user and the selected provider. Availability, capacity, prices, API limits, suspensions, service changes and retention are also governed by that provider’s terms.

For Google Drive, the user must already have their own Google account. The connection is made through OAuth: Nodrive neither receives nor knows the Google password. The authorisation token issued by Google is stored locally on the user’s PC. Revoking the authorisation may stop access to the storage but does not itself delete encrypted objects already stored with the provider.

9. Permitted Use and Restrictions

- Use the Service in compliance with law, third-party rights and these Terms.
- Do not compromise, bypass, test without authorisation or overload Nodrive, the website, APIs or related infrastructure.
- Do not use third-party accounts or credentials without permission.
- Do not use the Service as a tool for unlawful activity, abuse or infringement of third-party rights.
- Do not resell or commercially provide access to the Service without written authorisation.

10. Updates, Maintenance and Changes

Fiscalbox S.r.l. may distribute security updates, fixes, technical changes and new versions. Mandatory consumer rights applicable to digital content and services remain unaffected, including required conformity updates where applicable.

11. Pricing, Payments and Future Plans

The Beta governed by these Terms is free. No payment data is requested and there are no automatic renewals. If paid plans are introduced, the total price, billing frequency, any automatic renewal, duration, cancellation, termination effects and withdrawal rights where applicable will be clearly disclosed before purchase.

12. User Content and Intellectual Property

Users retain their rights in their content. Fiscalbox S.r.l. receives only the technical rights necessary to provide the software and account, security and support services. In the Beta it does not host users’ file content as Nodrive storage. The Nodrive software, website, trademarks, interface and documentation remain the property of their respective rights holders, except for open-source components governed by their own licences.

13. Privacy

Personal-data processing is described in the Nodrive Privacy Notice. Optional consents, including optional diagnostics and website analytics cookies where required, are handled separately from acceptance of these Terms.

14. Deletion, Export and Termination

Before deleting a disk, uninstalling Nodrive or changing device, the user should ensure that an adequate backup/export and the required recovery material are available. Deleting or revoking access to a third-party provider does not guarantee deletion of encrypted objects already stored there; separate action may be required through the user's provider account.

Deletion of a Nodrive account can be requested at info@nodrive.cloud. Fiscalbox processes the request as described in the Privacy Notice; deleting a Nodrive account does not automatically remove files or objects stored locally or with storage providers controlled by the user.

15. Mandatory Consumer Rights

Nothing in these Terms limits mandatory consumer rights under applicable law, including remedies applicable to digital content and services.

16. Limitation of Liability

To the extent permitted by law, Fiscalbox S.r.l. is not liable for loss caused solely by circumstances outside its reasonable control, including loss or failure of the user's device, unavailability or changes of a provider selected by the user, loss of password/recovery key, malware or device compromise, use contrary to Beta warnings or failure to maintain an independent backup. Nothing excludes liability that cannot lawfully be excluded, including liability for wilful misconduct or gross negligence where applicable.

17. Suspension and Security

Fiscalbox S.r.l. may temporarily suspend accounts or functions where necessary for security, abuse prevention, legal obligations or infrastructure risk. Where possible, measures will be proportionate and communicated to the user.

18. Changes to the Terms

These Terms are versioned and dated. Material changes will be brought to users' attention through appropriate means and, where required, submitted for renewed acceptance.

19. Governing Law and Jurisdiction

These Terms are governed by Italian law, without prejudice to mandatory rights that may apply to consumers under the law of their country of residence. Consumer jurisdiction remains as provided by applicable law.

20. Contact

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Main references

Regulation (EU) 2016/679 (GDPR) - <https://eur-lex.europa.eu/eli/reg/2016/679/>

Directive (EU) 2019/770 on digital content and digital services - <https://eur-lex.europa.eu/eli/dir/2019/770/oj>

Italian Legislative Decree 4 November 2021, No. 173 implementing Directive (EU) 2019/770 - <https://www.normattiva.it/>