

Terms and Conditions

Terms of Service

The following terms and conditions govern all use of ipPatrol's website and all content, services and products available at or through our website (our services). Our services are offered subject to your acceptance without modification of all terms and conditions contained herein and all other operating rules, policies, notices and procedures that may be published from time to time by ipPatrol. You agree that we may automatically upgrade our services and these terms will apply to any upgrades.

Please read this Agreement carefully before accessing or using our services. By accessing or using any part of our services, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access or use any of our services.

Use of ipPatrol requires an account. You agree to provide us with complete and accurate information when you register for an account. You will be solely responsible and liable for any activity that occurs under your account. You are responsible for keeping your account details secure.

Free Trial

Prospective customers can utilise the 30 day free trial of ipPatrol's services to better understand how the monitoring services function. After 30 days if the customer has not paid for the services provided then the services will be disabled until the customer pays for the services or 7 days have passed at which time the account and services will be removed by ipPatrol. The Free Trial Offer is only available to companies and/or individuals whom have not taken advantage of the Free Trial Offer in the previous 6 months.

ipPatrol reserve the right to suspend or cancel a customer's free trial at any time without explanation.

Your account

If you register for an account with ipPatrol you are responsible for maintaining the security of your account, and you are fully responsible for activities that occur under the account and any other actions taken in connection with the account. You must immediately notify ipPatrol of any unauthorised use of your account or any other breaches of security. ipPatrol will not be liable for any acts or omissions by you, including any damages of any kind as a result of such acts or omissions. By using ipPatrol's services you represent and warrant that your actions and conduct do not violate these terms.

Without limiting any of those representations or warranties, ipPatrol has the right (though not the obligation) to, in ipPatrol's sole discretion, (i) reclaim your account due to prolonged inactivity, (ii) refuse or remove any account that, in ipPatrol's reasonable opinion, violates any ipPatrol policy or is in any way harmful or objectionable, or (iii) terminate or deny access

to and use of the ipPatrol's services to any individual or entity for any reason. ipPatrol will have no obligation to provide a refund of any amounts previously paid.

Services Provided

ipPatrol automatically checks the status of the services accessible via the internet configured by you at regular intervals. If a problem is identified, details are recorded and service statistics can be viewed from these records. Depending on your settings reports detailing these statistics may be sent by email. In addition alerts may be sent by email, SMS, instant message or api to inform you when a problem has been identified, as a reminder of a problem and when the problem is rectified.

By using our services you certify that:

- You will provide your real name, email address, mobile number and other account details.
- You will only register one account except with our express permission.
- You will keep your login details safe.
- You will not use ipPatrol's services to over burden our systems or any other systems, as determined by us.
- You will not use ipPatrol's services to access or monitor systems which you do not lawfully have the right to access or monitor.
- You will not use our services to send spam or unsolicited messages.
- You will not use our services for any illegal or abusive activities.
- You will not Interfere with, disrupt, or attack any service or network.

Payment for services

You will be notified by email when monitoring services require renewal or other payments are due. Payment may be made online using paypal, credit cards and debit cards.

If services remain unpaid past their renewal date the services will be disabled until the customer pays for the services. If all monitoring services are allowed to expire by the customer, the customer's account will be disabled 30 days after the last monitoring service expires.

At their discretion ipPatrol will allow customers to obtain a credit account. Payments to credit accounts must be received and cleared by ipPatrol within 30 days. If payment is not received and cleared within 30 days ipPatrol reserves the right to suspend the customers monitoring services and account until payment is received and cleared.

ipPatrol reserves the right to charge a fee if the customer's payment fails to clear or is rejected for any reason.

ipPatrol reserves the right to charge a fee to reinstate accounts which have been disabled due to non payment.

Changes to Terms & Conditions

ipPatrol's Terms & Conditions are subject to change at any time without notification. The latest copy of the Company's Terms & Conditions will be posted here or can be requested at any time by contacting ipPatrol.

Termination

ipPatrol may terminate your access to all or any part of our Services at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your ipPatrol account (if you have one), you may simply discontinue using our Services. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Disclaimer

We are selling a service provided via multiple public and private facilities, some of which are not within our control. ipPatrol does not guarantee the quality or condition of the service. ipPatrol does not guarantee your subscribed services will be active and available 100% of the time and will not be held liable for any of losses in the event that there is a service failure. IPPATROL MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS CONTRACT.

Governing Law

These terms and conditions shall be construed in accordance with the laws of the United Kingdom. The venue for any action arising out of or relating to ipPatrol services shall be in an English court within the United Kingdom. By accepting these terms and conditions you agree to submit to the jurisdiction of courts of the United Kingdom.

Limitation of Liability

In no event will ipPatrol, or its suppliers or licensors, be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to ipPatrol under this agreement during the twelve (12) month period prior to the cause of action. ipPatrol shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.