

TERMS AND CONDITIONS

WatchMouse Terms of Service

The terms of service for WatchMouse Monitoring are listed below. By clicking "I Accept" or "Register" you agree to be bound by these terms. You can then proceed to our secure server to complete your registration and submit payment details. If you prefer to register by mail, click here to contact us for alternate arrangements.

1. Acknowledgement and Acceptance of Terms of Service

The WatchMouse Monitoring Service ("Service"), owned and operated by WatchMouse b.v. ("Company"), is provided to you ("Customer") under the terms and conditions of these WatchMouse Terms of Service (WMTOS) and any operating rules and policies that may be published by Company. The WMTOS comprises the entire agreement between Customer and Company and supersedes all prior agreements between the parties regarding the subject matter contained herein. BY CLICKING THE "I ACCEPT" or "REGISTER" BUTTON, YOU ARE INDICATING YOUR AGREEMENT TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE WMTOS.

2. Description of Service

Company is to monitor one or more Internet Servers (IS) on behalf of Customer and notify Customer if certain events occur during the monitoring process. Events for which notifications are sent are defined by Customer as part of his account maintenance. Notifications are sent by either email, GSM short message (SMS), pager, or Instant Message (IM). Customer must: (1) supply information required to set up his account, IS(s), notifications, and notification events; (2) provide for own access to the Internet and pay any (telephone service) fees associated with such access.

If any information provided by Customer is inaccurate, Company retains the right to terminate Customer's customership and right to use the Service.

3. Customer Representations

The Customer affirms, for any IS tested by the Service through his account, that he is the legal owner of the IS, an employee of the legal owner of the domain, or has obtained express written permission from the legal owner of the domain for use of the Service in testing the domain. Customer expressly agrees to indemnify Company from any claims by a third party arising from use of the Service in testing an IS.

4. Right of Access

Customer grants Company permission to download files from any IS monitored by the Service as part of his account services. Customer understands that operation of the Service will involve repeated access by the Service to any IS monitored as part of his account services.

5. Compensation for Service

In consideration of this Service, Customer agrees to: (1) pay Company an account setup fee; (2) pay on a monthly basis for each IS monitored per day of monitoring; (3) pay for phone calls to toll numbers made as part of Service notification. Rates for account setup, IS monitoring, and toll calls shall be as defined

in the current service rate page; (4) place the required HTML code on his webserver in case of a Free account. Company shall notify Customer of any change of service rates. Company may waive any portion of the service fee as part of a promotion or discount.

Unless prior written arrangement has been made between Customer and WM, Customer shall be billed in advance for use of Service, with a invoicing period as indicated in the account, and with bills being due within 14 days of posting.

6. Disclaimer of Warranties

CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT THE CUSTOMER'S SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS AVAILABLE" BASIS.

WM EXPRESSLY DISCLAIMS ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED.

WM MAKES NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES WM MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED.

7. Customer Account, Password, and Security

As part of account setup, you will select an account name and password. You are entirely responsible if you do not maintain the confidentiality of your password or account. If you learn that your password has been compromised, you must notify WM in a timely manner of any known breach of security.

8. Modifications to Terms of Service

WM may change the terms and conditions of the WMTOS from time to time. Upon any change in the terms and conditions of the WMTOS, WM will notify you by posting the changes as a start-up screen following your account log-on. If you agree to be bound by the changes, you must again click the "I Accept" button on this start-up screen. If you do not click the "I Accept" button, you may terminate your account at any time.

9. Modifications to Service

WM reserves the right to modify or discontinue the Service with or without prior notice to Customer. WM shall not be liable to Customer or any third party should WM exercise its right to modify or discontinue the Service.

10. Termination

Either Customer or WM may terminate the Service with or without cause at any time and effective immediately and without prior notice. Termination shall be accompanied by a written or email notice to the other party. Notices of termination initiated by Customer and sent via email shall be addressed to helpdesk (at) watchmouse.com. WM shall not be liable to Customer or any third party for termination of Service.

Should Customer object to any terms and conditions of the WMTOS or any subsequent modifications hereto or become dissatisfied with the Service in any way, Customer's only recourse is to immediately: (1) discontinue use of the Service; (2) terminate Service customership; and (3) notify WM of termination.

Upon termination of the Service, Customer's right to use the Service immediately ceases. Customer shall have no right and WM shall have no obligation thereafter to forward any monitoring data associated with Customer's account. Upon termination of the Service, Customer remains liable for charges accrued in the current month up to and including the day of termination, and for any outstanding charges from previous months.

Any remaining credit may be used to continue checking of IS(s)

11. Suspension of Service

WM reserves the right to suspend the Service with or without cause at any time and effective immediately. Suspension will be accompanied by written or email notice sent to the Point of Contact listed in Customer's account information.

12. No Resale of Service

Customer's right to use the Service is personal to Customer. Customer may be an individual, a corporation, or other legal entity. Customer agrees not to resell or make any commercial use of the Service without the express consent of WM.

13. Limitation of Liability

WM SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGE RESULTING FROM THE USE OF THE SERVICE OR THE INABILITY TO USE THE SERVICE OR FOR COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR RESULTING FROM UNAUTHORIZED USE OF THE CUSTOMER'S ACCOUNT OR ACCOUNT INFORMATION OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE.

14. Indemnification

Customer agrees to indemnify and hold WM, its officers, employees and supporting contractors, harmless from any claim or demand, including attorney's fees, made by any third party due to or arising out of Customer's use of the Service, the violation of this WMTOS by Customer, or the infringement by Customer, or other user of the Service using Customer's computer, of any property or other right of any person or entity.

15. Proprietary of Rights to Content

Customer acknowledges that content, including but not limited to text, software, graphics, domain names, or other material presented to Customer as part of the Service ("Content") by WM, is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws; therefore, Customer is only permitted to use this Content as expressly authorized by WM. Customer may not copy, reproduce, distribute, or create derivative works from this Content without expressly being authorized to do so by WM.

16. Use of Customer Company Name

WM has the right to use the (company) names of their customers for marketing or promotional purposes. WM will provide customers with an opportunity to decline this right, when this is requested from customer by e-mail: admin (at) watchmouse.com

17. Laws

The WMTOS shall be governed by and construed in accordance with the laws of the Netherlands.

Customer and WM agree to submit to the exclusive jurisdiction of the Netherlands.

If any provision of the WMTOS is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

WM's failure to exercise or enforce any right or provision of the WMTOS shall not constitute a waiver of such right or provision unless acknowledged and agreed to by WM in writing.

Customer and WM agree that any cause of action arising out of or related to this Service must be filed in the court of the Hague in the Netherlands within two (2) months after the cause of action; otherwise it is agreed that such cause of action is permanently waived and the parties charged shall be forever released of all liability.

The section titles of the WMTOS are solely used for convenience of the parties and have no legal or contractual significance.

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