



Opsview Ltd.
Enterprise Centre
Whiteknights Road
Reading, RG6 6BU

t: +44 800 862 0606
w: www.opsview.com
e: info@opsview.com

OPSVIEW WEBSITE TERMS OF USE AND TERMS AND CONDITIONS OF SALE

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WEBSITE TERMS & CONDITIONS

These terms and conditions govern your use of our website; by using our website, you accept these terms and conditions in full. If you disagree with any part of these terms and conditions, do not use our website.

LIMITATIONS OF LIABILITY

The information on this website is provided free-of-charge, and you acknowledge that it would be unreasonable to hold us liable in respect of this website and the information on this website.

Whilst we endeavor to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we not commit to ensuring that the website remains available or that the material on this website is kept up-to-date.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill).

Our liability is limited and excluded to the maximum extent permitted under applicable law. We will not be liable for any direct, indirect or consequential loss or damage arising under these terms and conditions or in connection with our website, whether arising in tort, contract, or otherwise - including, without limitation, any loss of profit, contracts, business, goodwill, data, income, revenue or anticipated savings.

However, nothing in these terms and conditions shall exclude or limit our liability for fraud, for death or personal injury caused by our negligence, or for any other liability which cannot be excluded or limited under applicable law.

RESTRICTED ACCESS

Access to certain areas of our website is restricted. We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion.

If we provide you with a user ID and password to enable you to access restricted areas of our website or other content or services, you must ensure that your user ID and password is kept confidential. You accept responsibility for all activities that occur under your user ID or password.

We may disable your user ID and password at our sole discretion or if you breach any of the policies or terms governing your use of our website or any other contractual obligation you owe to us.

By creating a user account and providing your consent, we will provide you access to restricted areas of this website subject to these terms and our Privacy Policy.

KNOWLEDGE CENTER/DOCUMENTATION/FORUMS/SUPPORT PORTAL/COMMENTS

- You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website.
- You must not use our website in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- You must not use our website for any purposes related to marketing without our express written consent.
- You must not use our website to copy, publish or send mass mailings or spam.
- You must not use our website to copy, publish or send material which is illegal or unlawful, or material which could give rise to legal action under English and other applicable law. All material you copy, publish or send via our website must not be defamatory, obscene, indecent, hateful, discriminatory or inflammatory; such material must not infringe any person's intellectual property rights or rights of confidence, impinge upon any person's privacy, or constitute incitement to commit a crime; further, material must not be misleading, deceptive, sexually explicit, threatening, abusive, harassing or menacing.
- We reserve the right to edit or remove any material posted upon our website.
- We may take such action as we deem appropriate to deal with the posting of unsuitable material, including suspending or cancelling your account, restricting your access to our website, or commencing legal proceedings against you.
- In respect of all material that you post on our website, you grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, adapt, publish, translate and distribute such material in any media, together with the right to sub-licence such rights.

SERVICE DELIVERY TERMS

- The Software Downloads you have purchased will be available to you from our software repository for the length of your subscription
- We deliver Software Downloads to you by providing you with a Repository Key that provides access to our secure software repository via an order confirmation email and then separately we will email you a corresponding Software Key that will allow you to activate the software once you have installed it

- Web-based training products are subject to our Global Training Terms and delivered online.

REFUNDS

- Subscriptions, Enterprise Modules and downloadable products are not eligible for a refund.
- Refunds available for training products are described in our Global Training Terms.

VARIATION

We may revise these terms and conditions from time-to-time. Please check this page regularly to ensure you are familiar with the current version.

ENTIRE AGREEMENT

These terms and conditions, together with our [Privacy and Cookies Policy](#) constitute the entire agreement between you and us in relation to your use of our website and supersede all previous agreements in respect of your use of this website.

LAW AND JURISDICTION

This notice will be governed by and construed in accordance with English law, and any disputes relating to this notice shall be subject to the exclusive jurisdiction of the courts of England.

TRADEMARKS

The following guidelines must be followed when using our trademarks.

When the Opsview trademark appears in print or other textual media, the trademark must be distinguished from the surrounding text by use of a different type size or style (e.g. all capitals) or the appropriate notice (e.g. ®). For example, "Opsview®". The objective of this rule is to enhance visibility and let third parties know precisely what Opsview considers to be its trademarks.

The correct form of a trademark must always be used. Consistency and accuracy are key elements in protecting the strength of a trademark. Accordingly, trademarks must not be modified by abbreviations, translations or connection (hyphens or otherwise) to other words or trademarks. Thus, use of "Opsview" must not be abbreviated or other form of nickname used, particularly in external communications. All logos must be reproduced in strict compliance with established graphical form and in the correct colors.

Each foreign country has its own trademark laws. Therefore, advice and clearance should be sought from Opsview before using marketing materials with Opsview trademarks outside of the United Kingdom.

PRIVACY

Opsview is committed to high standards of information security, privacy and transparency. We collect a variety of personal information from you when you use our website, mobile application, support portal or respond to our surveys, marketing and advertising. Our [Privacy and Cookies Policy](#) describes how we use, share, manage and secure your personal information.

OUR TRADEMARK

'Opsview' is a registered trademark, in the UK, TM number 2420712 and USA, Registration number 4102966.

OPSVIEW LTD. AND NAGIOS ENTERPRISE LLC

For the avoidance of doubt, no affiliation, partnership, joint-venture or relationship of any kind exists between Opsview Ltd and Nagios Enterprises LLC, the trademark holders of Nagios®. Nagios, Nagios Core, the Nagios logo, and Nagios graphics are the service marks, trademarks, or registered trademarks owned by Nagios Enterprises LLC.

DISCLAIMER

Whilst every care has been taken in the compilation of this web site, and every attempt made to present up-to-date and accurate information, we cannot guarantee that inaccuracies will not occur. Opsview will not be held responsible for any loss, damage or inconvenience caused because of any inaccuracy or error within these pages.

Occasionally, links from our site lead to pages maintained by other organizations. These links are provided purely for your convenience, and do not imply that Opsview endorses or supports those organizations, the information on their pages, or their products or services in any way. Additionally, no responsibility is assumed by Opsview for the contents of these organizations pages.

If you discover any information on our pages which you believe to be inaccurate or inappropriate, please notify us by email at marketing@opsview.com.

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United Kingdom

Alternatively complete this [online form](#).