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# 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 to access restricted areas of this website you agree to receive email communications from Opsview. We will provide unsubscribe links to all promotional emails.

## **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 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.

The trademarks below are trademarks of Opsview in the United Kingdom and other countries:

- Opsview®
- Opsera®
- Your Systems. Tamed™
- Your Services. Unified™

This list will be updated from time to time to reflect additional trademarks and changes in registration status.

## 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 as a result 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](mailto:marketing@opsview.com).

Registered Office: Opsview Ltd, Enterprise Centre, Whiteknights Road, Reading, RG6 6BU, United Kingdom

Registered number: 5396532

## PRIVACY

This section describes Opsview's use of personal information that we collect when you use any of our websites or respond to our surveys (hosted on SurveyMonkey.com or elsewhere). This policy also describes our use of cookies.

## INTRODUCTION

From time to time we will ask you to submit personal information such as your email address and name, in order to use the services on our websites. Such services include the ability to download software and information about our software.

By entering your details in the fields we ask for, you enable Opsview and its service providers to provide you with services. Whenever you provide such personal information we will treat it in accordance with this policy. When we use this information Opsview will always act in accordance with current legislation.

## COOKIES

During the course of any visit to opsview.com or any of our other websites, the pages you see and cookies (short text files) may be downloaded to your computer. Many websites do this in order to find out useful information like when you last visited the website. Information supplied by cookies helps us to tailor our service to you.

Users have the opportunity to set their computers to accept all cookies, to notify them when a cookie is issued, or not to receive cookies at any time. The last of these, of course, means that certain personalized services cannot then be provided to that user and accordingly you may not be able to take full advantage of all of the features on our websites. Each browser is different, so check the "Help" menu of your browser to learn how to change your cookie preferences.

If you have set your computer to reject cookies you can still browse opsview.com anonymously until such time as you wish to register for our services. For further information on cookies please visit [www.aboutcookies.org](http://www.aboutcookies.org).

## USE AND STORAGE OF YOUR PERSONAL INFORMATION

When you supply any personal information through our websites or surveys we have legal obligations towards you in the way we use that data. We must collect the information fairly, that is, we must explain how we will use it, and tell you if we want to pass the information on to anyone else.

In general, any information you provide to Opsview will only be used within Opsview and by its agents and service providers. By posting a message, you also accept that your message and other personal details about you will be analyzed and stored for anti-spam and quality monitoring purposes, in accordance with our anti-spam provider's privacy policy, described in [Web Service Privacy Policy](#). Your information will be disclosed where we are obliged or permitted by law. Also, if you post or send offensive, inappropriate or objectionable content anywhere on or to our websites or otherwise engage in any disruptive behavior, Opsview can use whatever information that is available to it about you to stop such behavior. This may involve informing relevant third parties such as your employer, school, e-mail/Internet provider and law enforcement agencies about the content and your behavior.

We will hold your personal information on our systems for as long as you use the service you have requested, and remove it in the event that the purpose has been met. We will ensure that all personal information supplied is held securely, in accordance with the Data Protection Act 1998.

If you provide us with credit card information this will only be used for the relevant transaction and then this information will be permanently deleted from our records.

## ACCESS TO YOUR PERSONAL INFORMATION

You have the right to request a copy of the personal information Opsview holds about you and to have any inaccuracies corrected. (We charge £10 for information requests.)

Please address requests to:

Data Protection Officer  
Opsview Ltd.  
Enterprise Centre  
Whiteknights Road  
Reading, RG6 6BU  
United Kingdom

Email: [marketing@opsview.com](mailto:marketing@opsview.com)



## 30-DAY MONEY BACK GUARANTEE

To provide you with complete peace of mind, Opsview offers a 30-day money-back guarantee on all Opsview Pro software purchased through our website.

If for any reason you are not completely satisfied with your purchase of Opsview Pro software, you may contact us at [support@opsview.com](mailto:support@opsview.com) within 30 days of your purchase to request a full refund by providing the following:

- Name, e-mail address and company under which the purchase was made; and
- Date of purchase; and
- Order-confirmation number as shown on your confirmation e-mail; and
- A confirmation that you have removed all versions of Opsview from your IT systems (please use the Affidavit text below)

Upon receipt of all of the above information, we will refund 100% of your purchase price by crediting the credit card account used for the original purchase.

- The 30-day money back guarantee applies to initial Opsview Pro subscriptions only, and does not apply to:
  - Opsview resellers or any fees associated with these accounts
  - Opsview Pro subscription renewals
  - Opsview Enterprise initial subscription purchases or renewals
  - Opsview MSPs initial subscription purchases or renewals
  - Opsview Training or Consulting services and product.

Opsview reserves the right to limit returns.

## AFFIDAVIT OF DE-INSTALLATION AND NON-USE OF SOFTWARE

To be printed on your Company's letterhead (if licensee is not an individual)

Opsview Software Product: Opsview Pro

Name of Licensee:

Number of Hosts Licensed:

Web Purchase Order Number:

Activation Code:

To whom it may concern:

I/ We hereby certify that I/we have removed Opsview Pro software licensed by me/us under the web purchase order stated above ("the Software") from all devices on which it was installed and are not currently using, nor will use, the Software in the future.

I/We further certify that I/we have destroyed all electronic documentation related to the Software.

I/We understand that when Opsview receives this Affidavit and confirms that all information supplied is correct, Opsview will refund the appropriate credit card.

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Name of Licensee

-----

Signature of Authorized Representative

-----

Name (Please Print)

-----

Date

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## OUR CONTACT DETAILS

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Alternatively complete this [online form](#).