

Intouch i4Cloud Terms of Use

Last updated July 2020

Please read these terms and conditions carefully before using Our Service.

1. INTERPRETATION

The words of which the initial letter is capitalized have meanings defined under the following conditions.

The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms of Use:

Application means the software program provided by the Company downloaded by You on any electronic device, named Intouch i4Cloud

Affiliate means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Intouch Monitoring Limited, 1 Airways House, Sywell Aerodrome, Northampton NN6 0BN.

Country refers to: United Kingdom

Device means any device that can access the Service such as a computer, a cellphone or a digital tablet.

Goods refer to the items offered for sale with respect to the Service.

Orders mean a request by You to purchase Goods from Us.

Service refers to the Application.

Subscriptions refer to the services or access to the Service offered on a subscription basis by the Company to You.

Terms of Use (also referred as "Terms") mean these Terms of Use that form the entire agreement between You and the Company regarding the use of the Service.

You means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

2. ACKNOWLEDGEMENT

These are the Terms of Use governing the use of this Service and the agreement that operates between You and the Company. These Terms of Use set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms of Use. These Terms of Use apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms of Use. If You disagree with any part of these Terms of Use then You may not access the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

3. PLACING ORDERS FOR GOODS

By placing an Order for Goods, You warrant that You are legally capable of entering into binding contracts.

YOUR INFORMATION

If You wish to place an Order for Goods available on the Service, You may be asked to supply certain information relevant to Your Order including, without limitation, Your name, Your email, Your phone number, Your credit card number, the expiration date of Your credit card, Your billing address, and Your shipping information.

You represent and warrant that: (i) You have the legal right to use any credit or debit card(s) or other payment method(s) in connection with any Order; and that (ii) the information You supply to us is true, correct and complete.

By submitting such information, You grant us the right to provide the information to payment processing third parties for purposes of facilitating the completion of Your Order.

ORDER CANCELLATION

We reserve the right to refuse or cancel Your Order at any time for certain reasons including but not limited to:

- Goods availability
- Errors in the description or prices for Goods
- Errors in Your Order

We reserve the right to refuse or cancel Your Order if fraud or an unauthorized or illegal transaction is suspected.

YOUR ORDER CANCELLATION RIGHTS

Any Goods you purchase can only be returned in accordance with these Terms of Use and Our Returns Policy.

Our Returns Policy forms a part of these Terms of Use. Please read our Returns Policy to learn more about your right to cancel Your Order.

Your right to cancel an Order only applies to Goods that are returned in the same condition as You received them. You should also include all of the products documents and wrappings. Goods that are damaged or not in the same condition as You received them or which are worn simply beyond opening the original packaging will not be refunded. You should therefore take reasonable care of the purchased Goods while they are in Your possession.

We will reimburse You no later than 14 days from the day on which We receive the returned Goods. We will use the same means of payment as You used for the Order, and You will not incur any fees for such reimbursement.

AVAILABILITY, ERRORS AND INACCURACIES

We are constantly updating Our offerings of Goods on the Service. The Goods available on Our Service may be mispriced, described inaccurately, or unavailable, and We may experience delays in updating information regarding our Goods on the Service.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

PRICES POLICY

The Company reserves the right to revise its prices at any time prior to accepting an Order.

The prices quoted may be revised by the Company subsequent to accepting an Order in the event of any occurrence affecting delivery caused by government action, variation in customs duties, increased shipping charges, higher foreign exchange costs and any other matter beyond the control of the Company. In that event, You will have the right to cancel Your Order.

PAYMENTS

All Goods purchased are subject to a one-time payment. Payment can be made through various payment methods we have available, such as Visa, MasterCard, American Express cards or online payment methods (PayPal, for example).

Payment cards (credit cards or debit cards) are subject to validation checks and authorization by Your card issuer. If we do not receive the required authorization, We will not be liable for any delay or non-delivery of Your Order.

4. SUBSCRIPTIONS

SUBSCRIPTION PERIOD

The Service or some parts of the Service are available only with a paid Subscription. You will be billed in advance on a recurring and periodic basis (such as monthly or annually), depending on the type of Subscription plan you select when purchasing the Subscription.

At the end of each period, Your Subscription will automatically renew under the exact same conditions unless You cancel it or the Company cancels it.

SUBSCRIPTION CANCELLATIONS

You may cancel Your Subscription renewal by contacting the Company. You will not receive a refund for the fees You already paid for Your current Subscription period and You will be able to access the Service until the end of Your current Subscription period.

BILLING

You shall provide the Company with accurate and complete billing information including full name, address, post code, telephone number, and a valid payment method information.

Should automatic billing fail to occur for any reason, the Company will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

FEE CHANGES

The Company, in its sole discretion and at any time, may modify the Subscription fees. Any Subscription fee change will become effective at the end of the then-current Subscription period.

The Company will provide You with reasonable prior notice of any change in Subscription fees to give You an opportunity to terminate Your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes Your agreement to pay the modified Subscription fee amount.

REFUNDS

Except when required by law, paid Subscription fees are non-refundable.

Certain refund requests for Subscriptions may be considered by the Company on a case-by-case basis and granted at the sole discretion of the Company.

TERMINATION

You may choose to terminate your subscription at any time by providing one month's written notice in advance. You'll still need to pay all relevant subscription fees up to and including the day of termination.

The Company may choose to terminate your subscription at any time by providing you with one month's written notice in advance. The Company may also terminate or suspend your subscription or access to all or any data immediately if:

- you breach any of these terms and do not remedy the breach within 14 days after receiving notice of the breach,
- you breach any of these terms and the breach cannot be remedied,
- you fail to pay subscription fees, or
- you or your business become insolvent, your business goes into liquidation or has a receiver or manager appointed over any of its assets, you become insolvent or make any arrangement with your creditors, or become subject to any similar insolvency event in any jurisdiction.

5. MAINTENANCE, DOWNTIME AND DATA LOSS

AVAILABILITY

We strive to maintain the availability of the Service and provide online support. On occasion, we need to perform maintenance on the Service, and this may require a period of downtime. We try to minimise any such downtime. Where planned maintenance is being undertaken, we'll attempt to notify you in advance but can't guarantee it.

ACCESS ISSUES

The Service relies on the Internet – occasionally you might not be able to access the Service and your data.

PROBLEMS AND SUPPORT

If you have a problem, we have excellent support available that should help you with most situations. You can contact our support team i4support@intouchmonitoring.com

MODIFICATIONS

We frequently release new updates, modifications and enhancements to the Service, and in some cases discontinue features. Where this occurs, we'll endeavour to notify you where practical.

6. SUPPORT SERVICE

Our Customer Support Centre operates from 0900 – 1700 hours UK time excluding weekends and bank holidays.

A support ticket can be raised by emailing our support desk on i4support@intouchmonitoring.com

Response Times

Alert Type	Issue Severity	Response Time
Critical	Product is not available for use or a significant proportion of the contracted functionalities are not available. One or more elements of the Product critical to the functioning of Customer's business have ceased to respond	Within 1 working hour
Non-Critical	One or more elements of the Product have ceased to respond completely or respond slowly and a workaround is available.	Within 4 working hours
Minor	Notification of minor issue that does not prohibit Customer from utilising Product in any material way. General requests for help and advice.	Within 8 working hours

We always welcome creative suggestions from our customers. Any suggestions for new features or changes to existing features should be made to the support desk by emailing i4support@intouchmonitoring.com

7. LIMITATION OF LIABILITY

Other than liability that we can't exclude or limit by law, our liability to you in connection with the Service or these terms, in contract, tort (including negligence) or otherwise, is limited as follows:

- We have no liability arising from your use of the Service for any loss of revenue or profit, loss of goodwill, loss of customers, loss of capital, loss of anticipated savings, legal, tax or accounting compliance issues, damage to reputation, loss in connection with any other contract, or indirect, consequential, incidental, punitive, exemplary or special loss, damage or expense.
- For loss or corruption of your data, our liability will be limited to taking reasonable steps to try and recover that data from our available backups.
- Our total aggregate liability to you in any circumstances is limited to the total amount you paid us for your subscription in the 12 months immediately preceding the date on which the claim giving rise to the liability arose.

8. DISCLAIMER OF WARRANTIES

Our services and all third-party products are made available to you on an "as is" basis. We disclaim all warranties, express or implied, including any implied warranties of non-infringement, merchantability and fitness for a particular purpose.

In some places, there may be non-excludable warranties, guarantees or other rights provided by law (non-excludable consumer guarantees). They still apply – these terms do not exclude, restrict or modify them.

9. GOVERNING LAW

The laws of the Country, excluding its conflicts of law rules, shall govern these Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

10. DISPUTES RESOLUTION

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

11. SEVERABILITY

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

12. WAIVER

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

13. TRANSLATION INTERPRETATION

These Terms of Use may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

14. CHANGES TO THESE TERMS OF USE

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

15. QUESTIONS & COMMENTS

If you have any questions or comments regarding these Terms of Use, please contact us using the details on our contact page <https://www.intouchmonitoring.com/contact.html>