

Software Licensing Terms and Conditions

1 Introduction

- 1.1 Please read these terms and conditions carefully before you submit your order to us. These terms tell you who we are, how we will licence Software to you, how you and we may change or end the contract, what to do if there is a problem and other important information.
- 1.2 In order to download and install our Software, you acknowledge that you are at least 18 years old and you agree with this terms and conditions (including any terms that are displayed to you in a pop-up screen before you install any Software).
- 1.3 These terms and conditions are legally binding. If you disagree with any of the terms below, FastNetMon Ltd does not grant you a licence to use the Software and you may not download it and should cancel or exit any installation you may have started. Data provided by you during installation and certain other information is subject to our privacy policy, located at <https://fastnetmon.com/privacy-policy/>.
- 1.4 We provide our Software only to business customers. For the avoidance of doubt, we do not provide services to individual consumers and individual consumers are not permitted to download our Software under these terms and conditions or otherwise.
- 1.5 We reserve the right to amend these terms and conditions from time to time, and these will be uploaded to our website. It is your responsibility to keep up-to-date with the terms and conditions that are in force at any given time. Use of any of our Software programs after any such change constitutes your acceptance of such changes.

2 Definitions

- 2.1 The following definitions apply in these terms and conditions:

Documentation: the user guide(s) published from time to time for the relevant software on fastnetmon.com/docs-fnm-advanced.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer **software**, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

Software: the computer programs available for purchase from our website, www.fastnetmon.com.

3 Order process

3.1 No contract will come into force between you and us unless and until we accept your order in accordance with the procedure set out in this Clause 3. We reserve the right to reject any orders, and we are not required to provide a reason for this.

3.2 To purchase Software from us, the following steps must be taken:

- 1) Select a software plan which suits you from the list of available plans: <https://fastnetmon.com/price>;
- 2) Enter your details, including your first and last name and your email address;
- 3) Provide all billing information about the person and the company which will pay for service;
- 4) Select the preferred method of payment;
- 5) Confirm the order;
- 6) Confirm that you accept our terms and conditions;
- 7) Confirm that you represent a business entity; and
- 8) Place the order.

3.3 If you cannot find a plan that fits your scenario, you can order a custom price offer using the following form: <https://fastnetmon.com/price-quote-request/>.

3.4 After we review your order, we will either send you an order confirmation email (at which point your order will become a binding contract) or we will confirm by email that we are unable to meet your order. Once we accept your order, we will provide payment details for bank transfer or charge your credit card or another online payment method for the full amount of order. In the situations where we decided that we are not able to meet your order we will refund any money you paid for services that you have not received.

3.5 Once we receive your payment, you will receive instructions regarding the Software installation process and the steps to take to activate your licence.

3.6 We reserve the right to restrict the number of licences you purchase and, where we choose to do so, you will be notified of this and the price paid will be adjusted accordingly.

4 Price and Payment

4.1 Our prices are set up on our website, but we can also provide a quote for each particular case, depending on the circumstances. When we provide you with a custom quote, we take into account your total incoming and outgoing network bandwidth, number of individual installations of FastNetMon and number of allowed support ticket queries.

4.2 Prices are quoted in United States Dollars (USD).

- 4.3 You must, during the payment process, pay the prices of the Software you order. We provide a per month or per year charge scheme and you will be charged automatically until you cancel your subscription.
- 4.4 Payments may be made by any of the permitted methods specified on our website from time to time.
- 4.5 In the event that you have failed to make a subsequent payment (whether monthly or annually) within fifteen (15) days from the date the payment become due and payable, we reserve the right to terminate your licence with immediate effect and you will no longer be able to access the Software.
- 4.6 If you are purchasing a large number of licences, please contact us directly using the details in Clause 21 and we will quote separately for this order.
- 4.7 We may increase our prices from time to time and you will be provided with reasonable notice of any such increase. If you disagree with the increase, you must terminate your licence in accordance with Clause 13.

5 Refunds

- 5.1 In the event that you are unhappy with the Software, you are entitled to a refund on the following basis:
 - 5.1.1 for monthly paying customers, you are entitled to a refund for the current month, provided you give notice within seven (7) days from the date you purchased the Software;
 - 5.1.2 for annual paying customers, you are entitled to a proportional refund for unused months only.
- 5.2 Where you wish to seek a refund, please contact us using the contact details provided in Clause 21.

6 Software Licence

- 6.1 We supply our Software programs to you in the format or formats specified on our website and by such means and within such periods as are specified on our website.
- 6.2 In consideration of your payment of the applicable price and compliance with these terms and conditions, we grant to you a worldwide, non-exclusive, non-transferable, limited licence (as specified in the applicable ordering document) to use our Software (including the version initially licensed together with any updates included in the subscription, but excluding any new software feature or substantial additional functionality for which, in our sole discretion, generally charge in addition) in the normal course of your business as permitted by Clause 6.3, providing that you must not in any circumstances make any use of our Software that is prohibited by Clause 6.4.
- 6.3 The "**permitted uses**" of our Software are:
 - (a) downloading a copy of each of our Software programs;

- (b) installing a copy of each of our Software programs on not more than the number of computers allowed by the particular licence type we provide to you;
- (c) creating a single back-up copy of each of our Software programs; and
- (d) using our Software programs in accordance with the documentation incorporated into the downloads and available on official site at the following address: <https://fastnetmon.com/docs-fnm-advanced/>

6.4 The "**prohibited uses**" of our Software programs are:

- (a) the publication, sale, licensing, sub-licensing, assigning, novating, renting, transferring, transmission, broadcasting, distribution or redistribution of any Software program (or part thereof) in any format;
- (b) the editing, modification, adaptation or alteration of any Software program (or part thereof), including making error corrections of the Software programs, and the creation of any derivative work incorporating any Software program (or part thereof);
- (c) the use of any Software program (or part thereof) in any way that is unlawful or in breach of any person's legal rights under any applicable law, or in any way that is offensive, indecent, discriminatory or otherwise objectionable;
- (d) the use of any Software program (or part thereof) to compete with us, whether directly or indirectly;
- (e) the reverse engineering, decompilation or disassembly of any Software program (or part thereof);
- (f) use VPN to hide original IP of server where our product is installed;
- (g) the circumvention or removal of, or any attempt to circumvent or remove, the technological measures applied to any Software program for the purpose of preventing unauthorised use or any copyright protection; and
- (h) offering the benefits or services of the Software program to any this party.

providing that nothing in this Clause 6.4 will prohibit or restrict you or any other person from doing any act expressly permitted by applicable law.

6.5 In the event that you are in breach of Clauses 6.3 or 6.4, we will not be held liable for the results of such breach, including where this has resulted in damage to you or your business (including your network) or has caused the Software programs to function incorrectly.

6.6 You indemnify us and hold us harmless against any loss or damage which we may suffer as a result of you breaching Clauses 6.3 or 6.4.

6.7 The rights granted to you in these terms and conditions are personal to you, and you must not permit any third party to exercise these rights.

6.8 Your employees may use the Software provided they comply with these terms and conditions. Any use of our Software by your employees constitutes acceptance of these terms and conditions.

7 Additional users

Your employees may use the Software provided you ensure that any person uses the Software in compliance with Clause 6. Any use of our Software by your employees constitutes acceptance of these terms and conditions.

8 Free trial

8.1 From time to time we may make available Software programs on a free trial basis ("**Free Trial Software**"), and this Clause 8 shall apply to such Free Trial Software.

8.2 Your rights to use of Free Trial Software shall be restricted in such manner and/or to such period as we may specify when you download the Free Trial Software, and we may apply technological protection measures to the Free Trial Software to enforce these restrictions.

8.3 We may restrict your licence to use any Free Trial Software at any time, by giving you written notice of the restriction or activating the restriction in the relevant Free Trial Software.

8.4 We may terminate your licence to use any Free Trial Software at any time, by giving you written notice of termination or deactivating the relevant Free Trial Software.

8.5 In the period you make use of your Free Trial Software, you must comply with Clause 6.5.

9 Ownership and Intellectual Property Rights

9.1 You hereby acknowledge and agree that all right, title and interest in and to the Software, the Documentation and any other related materials are, and shall remain, vested solely in us and you shall not hold yourself out as having any ownership or other rights with respect thereto, except as specifically granted under these terms and conditions.

9.2 Except as expressly permitted herein, you agree that you shall make no use of the Software, the Documentation or any other related materials without our prior written consent. Any and all goodwill associated with such rights shall inure directly and exclusively to our benefit.

9.3 You must retain and must not delete, obscure or remove, copyright notices and other proprietary notices on or in any Software program.

9.4 We warrant you that no Software which you have purchased, nor its features infringe any industrial or Intellectual Property Rights of any third party.

9.5 You shall promptly inform us if you become aware of:

- (a) any unauthorised use of the Software;

- (b) any actual, threatened, or suspected infringement of any Intellectual Property Rights of us of the foregoing in the Software which comes to your notice; and
 - (c) any claim by any third party coming to its notice that the Software infringes the intellectual property or other rights of any other person.
- 9.6 You shall do all such things as may be reasonably required to assist us in taking or resisting proceedings in relation to any infringement or claim referred to in this clause and in maintaining the validity and enforceability of our Intellectual Property Rights of the foregoing in the Software.
- 9.7 In the event a claim of infringement is made against us or you with respect to the Software, we, for the purpose of settling such claim, may, at our discretion, in respect of such allegedly infringing Software:
 - (a) substitute fully equivalent non-infringing Software; or
 - (b) modify the Software so that it no longer infringes but remains functionally equivalent.
- 9.8 Our obligations to you pursuant to this Clause 9 are contingent upon us being given prompt notice and control of, and detailed information with regard to, any such claim, suit or proceeding. You shall have the right to participate at your own cost in the defence of any such claim or action through legal counsel of its choosing. You shall not settle any such claim or action without our prior written consent.
- 9.9 This Clause 9 contains our entire obligation and the exclusive remedies of you with regard to any claimed infringement arising out of or based upon the Software used by you.

10 Warranties and representations

- 10.1 You warrant and represent to us that:
 - (a) you are legally capable of entering into binding contracts;
 - (b) you have full authority, power and capacity to agree to these terms and conditions;
 - (c) all the information that you provide to us in connection with your order is true, accurate, complete, current and non-misleading; and
 - (d) you have access to the necessary computer systems, media systems, software and network connections to receive and enjoy the benefit of our Software programs.
- 10.2 Except as specifically provided in these terms and conditions, the Software is provided “as is” without warranty of any kind, express or implied, including but not limited to warranties of performance, merchantability, fitness for a particular purpose, accuracy, omissions, completeness, currentness and delays.
- 10.3 We warrant to you that we hold the necessary rights to grant the rights specified in these terms and conditions and that we have authority to enter into these terms and conditions you.

- 10.4 Some systems/software may not be capable of supporting the Software and you acknowledge:
- (a) that you have made appropriate investigations into the necessary systems/software required to support your use of the relevant Software; and
 - (b) that performance of that Software may vary with equipment and telecommunications links with which it is used.
- 10.5 All of our warranties and representations relating to Software are set out in these terms and conditions. To the maximum extent permitted by applicable law and subject to this Clause 10, all other warranties and representations are expressly excluded.

11 Limitations and exclusions of liability

- 11.1 We do not make any warranty that access to any Software will be uninterrupted, secure, complete or error free.
- 11.2 Nothing in these terms and conditions will:
- (a) limit or exclude any liability for death or personal injury resulting from negligence;
 - (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
 - (c) limit any liabilities in any way that is not permitted under applicable law; or
 - (d) exclude any liabilities that may not be excluded under applicable law,

and, if you are a consumer, your statutory rights will not be excluded or limited by these terms and conditions, except to the extent permitted by law.

- 11.3 The limitations and exclusions of liability set out in this Clause 11 and elsewhere in these terms and conditions:
- (a) are subject to Clause 11.2; and
 - (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.
- 11.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- 11.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- 11.6 We will not be liable to you in respect of any loss or corruption of any data, database or software.

- 11.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage.
- 11.8 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).
- 11.9 We will not be liable to you for failure or delay in providing you with the services under these terms and conditions which is caused by an event beyond our reasonable control, which we could not have foreseen or which was unavoidable. This includes industrial disputes, energy or transport failures, acts of God, war, terrorism, civil unrest, explosions, mechanical breakdown, natural disasters, deliberate damage or failures of suppliers or sub-contractors to do as they were contracted to do.
- 11.10 We will not be liable to you for failure or delay in providing you with the services under these terms and conditions where this is as a result of government restrictions, sanctions or shutdown agreements.

12 Data protection

We will use your personal information as set out in our [Privacy Policy](#).

13 Termination

- 13.1 Your monthly or annual subscription continues for the period covered by the subscription fee paid or payable. At the end of each billing period, these terms automatically continue for a further period of the same duration as the previous one, provided you continue to pay the subscription fee in accordance with the pricing plan.
- 13.2 You may choose to terminate your subscription at any time by providing one month's written notice in advance (please contact us as directed in Clause 21). You'll still need to pay all relevant subscription fees up to and including the day of termination.
- 13.3 We may choose to terminate your subscription at any time by providing you with one month's written notice in advance. We may also terminate or suspend your subscription or access to all or any Software immediately if:
- (a) you breach any of these terms and conditions and do not remedy the breach within 14 days after receiving notice of the breach,
 - (b) you breach any of these terms and conditions and the breach cannot be remedied,
 - (c) you fail to pay subscription fees, or
 - (d) 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.

- 13.4 No refund will be due to customers on monthly subscription plans. A refund will be due to customers on annual subscription plans for the unused months of subscription.
- 13.5 No refund will be due if we terminated your contract due to your breach of Clauses 6, 7, 8 or 9.
- 13.6 Upon the termination of a licence under this Clause 13, you must, if you have not previously done so, promptly and irrevocably delete from your computer systems and other electronic devices all copies of the relevant Software programs in your possession or control, and permanently destroy any other copies of the relevant Software programs in your possession or control.
- 13.7 Once a subscription is terminated by you or us, it is archived and the data submitted or created by you is no longer available to you. We retain it for a period of time consistent with our [Privacy Policy](#), during which, as a subscriber, you can reactivate your subscription and once again access your data by paying the subscription fees. We retain data in case you need it as part of your record retention obligations, but you can get in touch with us to have your data removed completely if you wish.

14 Variation

- 14.1 We may revise these terms and conditions from time to time by publishing a new version on our website.
- 14.2 A revision of these terms and conditions will apply to contracts entered into at any time following the time of the revision, but will not affect contracts made before the time of the revision.

15 Assignment

- 15.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.
- 15.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

16 Waiver

- 16.1 No failure or delay by a party to exercise any right or remedy provided under this terms and conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17 Remedies

Except as expressly provided in these terms and conditions, the rights and remedies provided under this **agreement** are in addition to, and not exclusive of, any rights or remedies provided by law.

18 Severability

- 18.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 18.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

19 Entire agreement

- 19.1 These terms and conditions constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and arrangements between them in respect of its subject matter, whether in writing or oral.
- 19.2 Each party acknowledges that it has not entered into these terms and conditions in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this terms and conditions.

20 Governing law and jurisdiction

- 20.1 These terms and conditions, or any non-contractual obligations arising hereunder, shall be governed by and construed in accordance with the law of England and Wales.
- 20.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

21 Our details

- 21.1 This website fastnetmon.com is owned and operated by FastNetMon Ltd.
- 21.2 FastNet Mon Ltd is a private limited company registered in England and Wales under registration number 10667417, with the registered office address at 20-22 Wenlock Road, London, N1 7GU.
- 21.3 You can contact us:
- (a) by post, using the postal address given above at Clause 21.2;
 - (b) using our [website contact form](#); or
 - (c) by email, using the email address published on our website from time to time.