

Website Terms of Use – FastNetMon Ltd

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

1 About our Terms

- 1.1 These Terms (together with the documents referred to in it, explain how you may use our website 'https://fastnetmon.com/' and/or any associated site(s) ('Site'), whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering to use our site.
- 1.2 Please read these Terms carefully before you start using our site, as these will apply to your use of our site. We recommend that you print a copy of this for future reference.
- 1.3 By accessing or using our site or otherwise indicating your consent, you agree to be bound by these Terms and the documents referred to in them.
- 1.4 If you do not agree with or accept any of these Terms of Website Use, you should stop using our site immediately.
- 1.5 If you have any questions about our site, please contact us at sales@fastnetmon.com.

1.6 Definitions

Content	means any text, images, video, audio or other multimedia content, software or other information or material submitted to or on the Site;
Software Licensing Terms and Conditions	means the Software Licensing terms and conditions which will apply to you if you purchase software programs from our Site;
Site	has the meaning given to it in clause 1.1;
Terms	means these terms and conditions of use as updated from time to time under clause 17;
Unwanted Submission	has the meaning given to it in clause 9.3;
we	means FastNetMon Ltd, company registration number 10667417, with the registered office at 20-22 Wenlock Road, London, England, N1 7GU (and us or our shall have the same meaning); and
you	means the person accessing or using the Site or its Content (and your shall have the same meaning).

2 Other applicable terms

2.1 These Terms of use refer to the following additional terms, which also apply to your use of our site:

2.1.1 Our Privacy and Cookie Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate. The policy includes also information about the cookies on our websites.

2.1.2 If you purchase software programs from our Site, our Software Licensing Terms and Conditions will apply to the sales.

3 Using the Site

3.1 The Site is for your use only.

3.2 Access to the Site is made available free of charge.

3.3 You agree that you are solely responsible for:

3.3.1 all costs and expenses you may incur in relation to your use of the Site; and

3.3.2 keeping your password and other account details confidential.

3.4 You are responsible for making all arrangements necessary for you to have access to our Site.

3.5 You are responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

3.6 If you choose to access the Site from locations outside the UK, you are responsible for compliance with local laws where they are applicable.

3.7 We seek to make the Site as accessible as possible. Please read our Website Accessibility Statement. If you have any difficulties using the Site, please contact us at sales@fastnetmon.com.

3.8 We may prevent or suspend your access to the Site if you do not comply with any part of these Terms, any terms or policies to which they refer or any applicable law.

3.9 In addition to the measure taken pursuant to clause 3.8, we will determine, in our discretion, whether there has been a breach of the acceptable use of our Site and we may take such action as we deem appropriate. Failure to comply with these Terms and in particular with clauses 4 and 5, constitutes a material breach of these Terms upon which you are permitted to use our Site, and may result in our taking of all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.

- Immediate, temporary or permanent removal of any Contribution uploaded by you to our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

3.10 We exclude our liability for all action we may take in response to breaches of the acceptable use of our Site. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

4 Prohibited use of the Site

4.1 You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To bully, insult, intimidate or humiliate any person.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards in clause 5.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

4.2 You also agree:

4.2.1 Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of these Terms.

4.2.2 Not to access without authority, interfere with, damage or disrupt:

- any part of our site;
- any equipment or network on which our site is stored;
- any software used in the provision of our site; or
- any equipment or network or software owned or used by any third party.

5 Content Standards

5.1 These content standards apply to any and all material which you contribute to our Site (**Contribution**), and to any interactive services associated with it.

5.2 You must comply with the spirit and the letter of the following standards. The standards apply to each part of any Contribution as well as to its whole.

5.3 A Contribution must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in England and Wales and in any country from which it is posted.

5.4 A Contribution must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Bully, insult, intimidate or humiliate.
- Promote sexually explicit material.
- Include child sexual abuse material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person.
- Give the impression that the Contribution emanates from us, if this is not the case.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be,

published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.

- Contain any advertising or promote any services or web links to other sites.

6 Your privacy and personal information

6.1 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy and Cookie Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.

6.2 Our Privacy Policy is available at <https://fastnetmon.com/privacy-policy/>.

7 Your account and password

7.1 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

7.2 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

7.3 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at sales@fastnetmon.com.

8 Ownership, use and intellectual property rights

8.1 The Site and all intellectual property rights in it including but not limited to any Content are owned by us. Intellectual property rights mean rights such as: copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We reserve all of our rights in any intellectual property in connection with these Terms. This means, for example, that we remain owners of them and free to use them as we see fit.

8.2 Nothing in these Terms grants you any legal rights in the Site other than as necessary to enable you to access the Site. You agree not to modify, adjust, reproduce, duplicate, copy, download, store, further transmit, disseminate, transfer, disassemble, reverse engineer, decompile, extract source code, broadcast, publish, remove or alter any proprietary notices or labels, licensee, sublicense, sell, mirror, frame, rent, lease private label, grant a security interest in, creative derivative works of, or otherwise try to circumvent or delete any notices contained on the Site (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Site.

8.3 Trade marks: Various signs, designs or expressions which we use upon this site are our registered and/or unregistered trademarks. The use of any trade marks on the Site is strictly prohibited unless you have our prior written permission.

9 Submitting information to the Site

- 9.1 Whenever you make use of any feature that allows you to upload content to our Site, or to make contact with us or other users of our site, you must comply with the content standards set out in our clause 5.
- 9.2 You warrant that any such contribution will comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- 9.3 While we try to make sure that the Site is secure, we cannot guarantee the security of any information that you supply to us and therefore we cannot guarantee that it will be kept confidential. For that reason, you should not let us have any patentable ideas or patent applications, advertising or marketing suggestions, prototypes, or any other information that you regard as confidential, commercially sensitive or valuable ("**Unwanted Submissions**"). While we value your feedback, you agree not to submit any Unwanted Submissions.
- 9.4 We may use any Unwanted Submissions as we see reasonably fit on a free-of-charge basis (bear in mind that we have no way of knowing whether such information is confidential, commercially sensitive or valuable because we do not monitor the Site to check for these matters). Therefore, we will not be legally responsible for keeping any Unwanted Submissions confidential nor will we be legally responsible to you or anybody else for any use of such Unwanted Submissions.
- 9.5 We have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Site constitutes a violation of their intellectual property rights or of their right to privacy.
- 9.6 We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our Site.
- 9.7 We have the right to remove any posting you make on our Site if, in our opinion, your post does not comply with the content standards set out in clause 5.
- 9.8 The views expressed by other users on our Site do not represent our views or values.
- 9.9 You are solely responsible for securing and backing up your content.

10 Accuracy of information and availability of the Site

- 10.1 While we try to make sure that the Site is accurate, up-to-date and free from bugs, we cannot promise that it will be. Furthermore, we cannot promise that the Site will be fit or suitable for any purpose. Any reliance that you may place on the information on the Site is at your own risk.
- 10.2 We may suspend or terminate operation of the Site at any time as we see fit.
- 10.3 You may have certain legal rights when using the Site (such as if the Software Licensing Terms and Conditions apply to you). These are also known as 'statutory rights' as they

are derived from laws such as the Consumer Rights Act 2015. A summary of your key rights is set out in our Software Licensing Terms and Conditions.

- 10.4 Content is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites that may be of interest. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Site.
- 10.5 While we try to make sure that the Site is available for your use, we do not promise that the Site is available at all times nor do we promise the uninterrupted use by you of the Site. We may suspend, withdraw, discontinue or change all or any part of our Site without notice.

11 Viruses

- 11.1 We do not guarantee that our site will be secure or free from bugs or viruses.
- 11.2 You are responsible for configuring your information technology, computer programmes and platform in order to access our Site. You should use your own virus protection software.
- 11.3 You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which our site is stored or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

12 Hyperlinks and third-party sites

- 12.1 The Site may contain hyperlinks or references to third party websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third-party website does not mean that we endorse that third party's website, products or services. Your use of a third-party site may be governed by the terms and conditions of that third-party site.

13 Linking to our Site

- 13.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 13.2 You must not establish a link in a such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 13.3 You must not establish a link to our Site in any website that is not owned by you.

- 13.4 Our Site must not be framed on any other site, nor may you create a link to any part of our Site other than the home page.
- 13.5 We reserve the right to withdraw linking permission without notice.
- 13.6 The website in which you are linking must comply in all respects with the content standards set out in clause 5.
- 13.7 If you wish you make any use of content on our Site other than that set out above, please contact us at sales@fastnetmon.com.

14 Limitation on our liability

- 14.1 Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.
- 14.2 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.
- 14.3 We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - 14.3.1 use of, or inability to use, our Site; or
 - 14.3.2 use of or reliance on any content displayed on our Site.
- 14.4 If you are a business user, please note that in particular, we will not be liable for:
 - 14.4.1 loss of profits, sales, business, or revenue;
 - 14.4.2 business interruption;
 - 14.4.3 loss of anticipated savings;
 - 14.4.4 loss of business opportunity, goodwill or reputation; or
 - 14.4.5 any indirect or consequential loss or damage.
- 14.5 If you are a consumer user, please note that we only provide our Site for domestic and private use. You agree not to use our Site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 14.6 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site or to your downloading of any content on it, or on any website linked to it.

14.7 We assume no responsibility for the content of websites linked on our Site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

14.8 Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products by use to you, which will be set out in our Software Licensing Terms and Conditions.

15 Events beyond our control

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident; or epidemic or pandemic.

16 Rights of third parties

No one other than a party to these Terms has any right to enforce any of these Terms.

17 Variation

We reserve the right to vary these Terms from time to time. Our updated Terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

18 Disputes and Applicable Law

18.1 We will try to resolve any disputes with you quickly and efficiently.

18.2 If you are unhappy with us please contact us as soon as possible at sales@fastnetmon.com.

18.3 If you want to take court proceedings, the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to these Terms.

18.4 Relevant United Kingdom law will apply to these Terms.

Thank you for visiting our website.