ISDOWN

TERMS OF SERVICE

These terms apply to your use of the IsDown Service. By using the Service, you agree that you have read, understand and agree to these terms. These terms contain provisions that limit our liability to you.

1. AGREEMENT

Subject to these Terms, IsDown gives you a personal, worldwide, royalty-free, non-assignable, non-sublicensable, and non-exclusive license to use the Service. We reserve all rights in the Service (including all intellectual property rights) not expressly granted in these Terms. We can terminate this license at any time.

2. PERMITTED USE

The use of the Service is subject to acceptance of these Terms. To accept these Terms for themselves or on behalf of a Client, a person must have the legal capacity to do so. You may not, without our prior written consent, access the Service if you are a competitor of IsDown, or to monitor the availability, performance, or functionality of the Services.

3. SUPPORT

Technical support is available via email at support@isdown.app.

4. PAYMENT

The fees for the Service shall be paid in accordance with the terms set forth on the pricing page. Any credits due to you will be applied on the next invoice against the amounts then due. The fees will be paid as a monthly recurring payment, and for such, a valid credit card must be provided. The fees will be charged for the first time when the trial period ends, and you decide to upgrade to a paid plan.

5. INFORMATION AND INTELLECTUAL PROPERTY RIGHTS

Any commercial or promotional distribution, publishing, or exploitation of the IsDown Materials is strictly prohibited unless you have received express prior written permission from us.

6. DISCLAIMERS

Unless otherwise expressly stated by the supplier, the IsDown service or features made available in conjunction with or through the service are provided "as is" and "as available" without warranties of any kind, either express or implied.

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IsDown will be able to, in its advertising material, make reference to your company as one of its clients, but will not, without your formal permission, advertise any details of the work performed or any other details of the business relationship.

7. OUR LIABILITY

To the fullest extent permitted by law, in no event will IsDown, its affiliates, officers, employees, agents, suppliers, or licensors be liable for (a) any indirect, special, incidental, punitive, exemplary or consequential (including loss of use, data, business, or profits) damages, whether or not IsDown has been warned of the possibility of such damages; (b) aggregate liability for all claims relating to the service that is in excess of the amounts paid by you to IsDown.

8. FORCE MAJEURE

Neither party will be liable for any failure in performance due to causes beyond that party's reasonable control. Such acts include, but are not limited to, fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber-terrorism), acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Online Services).

9. CHANGE IN TERMS OF SERVICE

We may revise these Terms of Service at any time without prior notice. By using IsDown, you agree to be bound by the current version of these Terms and Conditions of Use.

10. SEVERABILITY

In the event that any part of the terms contained in these terms and conditions shall be determined by any competent authority to be invalid, unlawful, or unenforceable to any extent, such term shall be severed from the remaining terms that shall continue to be valid, and enforceable to the fullest extent permitted by law.

11. ENTIRE AGREEMENT

This Agreement and any document expressly referred to in it constitute the whole agreement between us and supersedes any previous arrangement, understanding, or agreement between us relating to the usage of IsDown.