



CodeLocks Ltd

Terms & Conditions

Version 1.4

02/09/2014

THESE TERMS AND CONDITIONS APPLY TO THE FOLLOWING PRODUCTS:

- CODELOCKS CONNECT (API)
- KITLOCK PORTAL

Codelocks Ltd

KitLock Portal and API Terms & Conditions

1. This Service

The KitLock Portal and API (Service) are provided by Codelocks Ltd (us, we) to you. Your use of this Service and any additional services introduced by us and contained within constitutes acceptance by you of these Terms & Conditions.

2. Eligibility

You must be a minimum age of 18 or have permission and oversight from a responsible person who in themselves is of 18 years or age or older to register on and use the Service. By registering and using the Service you warrant that you meet this criterion and understand your obligations under these Terms & Conditions.

3. Registration and Account Integrity

3.1 As part of any registration process you will need to create an account, including an email address (username) & password. It is your responsibility to ensure that the information you provide is accurate, not misleading and relates to you. You cannot create an account or username & password using the names and information of another person or using words that are the trademarks or the property of another party (including ours), or vulgar, obscene or in any other way inappropriate. We reserve the right with or without notice to suspend or terminate any account in breach.

3.2 Where we provide an organisation with a number of user licenses for the Service these must be adhered to. User licenses cannot be shared between users. A breach of this clause will result in termination of the abused accounts and/or all accounts provided to the organisation.

3.3 If for any reason you suspect that your username & password has been disclosed to or obtained by another party you should contact us immediately. Please note that we never contact users requesting them to confirm their password.

3.4 One organisation may have one or more NetCode Portal accounts. One NetCode Portal account may have multiple "associate users". Organisations with multiple accounts shall be charged according to the total number of locks registered across all accounts.

3.5 During the registration process you will be required to enter a valid email address to which you must have the ability to read and send email. We may send information critical to the use of the Service to this email address.

4. Pricing, Plans and Features

4.1 For current pricing and plans please see the pricing page located on our website.

4.2 We reserve the right to change pricing, plans and the features offered at any time and without notice to you.

5. Payment and Credit Control

5.1.1 Standard tier products, licenses and services are billed annually in advance.

5.1.2 Enterprise tier products, licenses and services are billed monthly in arrears. Credit account required.

5.2 If you upgrade from a free or trial account you will be immediately charged for the necessary full account or accounts. Any monthly payment will be due from that date each month onwards. Any annual payment will be due from the date each year onwards.

5.3 Where the Service has been paid for 12 months in advance, (where this option is offered by us) payment will be taken in full on each anniversary.

5.4 Where a credit or debit card payment request is made by us and is declined by your card company or bank (for whatever reason) access to your account or accounts may be suspended immediately until such time as a valid payment has been processed.

6. Cancellation

6.1 You may cancel your account or accounts by giving 30 days' notice.

6.2 Cancellation should be via email, telephone or in writing. You will be required to confirm some details to prove right to cancel the account in question.

6.3 No refunds will be provided for remaining unused days.

7. Upgrading or Downgrading Accounts

7.1 Users have the ability to upgrade or downgrade their accounts and the services offered at any time.

7.2 Where an account is downgraded the applicable user will be responsible for all the data within the account and any loss of data caused by the downgrading and removal of any service within the account connected to the downgrade.

7.3 Users should backup and download their data prior to requesting a downgrade in service.

7.4 Downgrades will become effective from the anniversary date of the account. The new lower charge will be automatically applied on the usual anniversary date.

7.5 Where an account is upgraded the new higher charge will chargeable immediately and the anniversary date amended to the date of the upgrade.

8. Trial and Offer Periods

8.1 Trial or offer periods are offered at our sole discretion and are subject to withdrawal at any time and without notice.

8.2 Only one organisation may use a single free or trial account, the account cannot be shared amongst multiple organisations.

8.3 These Terms and Conditions apply to all trial or offer period accounts.

9. Technical Support

9.1 Technical support is provided via email and such other means as we decide in order to provide a proper service to users.

9.2 We reserve the right not to provide a full technical support service to free or trial account users.

10. Specific Service Rules

10.1 As a user you agree not to do any of the following:

10.1.1 Abuse, harass, threaten, stalk, defame or in any way seek to violate the rights of another user or third party.

10.1.2 Publish or seek to distribute any material or information that is unlawful, harmful, obscene, indecent, libellous, profane, defamatory, racist, or in any other way inappropriate or objectionable.

10.1.3 Use or harvest data provided by other users in a way that they would object to.

10.1.4 Encourage illegal activity or activity that violates the rights of other Service users or third parties, whether individuals or organisations.

10.1.5 Supply or post content calculated to deliberately mislead other users or third parties, including content falsely made to appear from or be endorsed by us.

10.1.6 To pose as another user, third party or organisation employee for the purposes of obtaining user or third party information.

10.1.7 To transmit or transfer any viruses, Trojans, worms or any other malicious programs or code intended to spy on, gain control over, disrupt, destroy or in any other way impair any computer hardware or software or any other equipment.

10.1.8 Attempt to gain access to our servers or other equipment in order to disrupt, impair, overload or otherwise hinder or compromise the safety, security or privacy of any of the services provided by or relied upon by us and users.

10.1.9 Reframe or repurpose the Service or any content on it, remove, obscure or block any notices (and advertising as applicable) provided by us on the Service.

10.1.10 Load or provide access to content on the Service or link to other content from the Service, which infringes the trademark, patent, trade secret or any other proprietary right of a third party or infringes any intellectual property law.

10.1.11 Send junk or spam email or emails or posts promoting pyramid schemes, chain letters or any other activity that invites users and others to participate in wasting their time and/or money.

10.1.12 Use any robot, spider, scraper or other technical means to access the Service or any content on the Service.

10.2 If you breach these Terms & Conditions by sending any unsolicited bulk email, (spam) or any other bulk communications to users your actions will cause harm to us and to the Service. Such harm is difficult to quantify and as such you agree to pay us the sum of £50 for each and every individual email or other communication sent to a user or third party.

10.3 Generation of NetCodes via the Service is subject to a fair use allowance of 1000 NetCodes generated per account, per month. If your usage exceeds this amount then we reserve the right to charge you for the excessive usage or place limits on the account. Should you anticipate usage in excess of this amount, enterprise tier pricing is available.

10.4 You are responsible for ensuring that any system that you connect to the Service is fully tested and that that you are satisfied that the Service is suitable for your needs.

10.5 Support will be provided to direct customers only. For products requiring usage of the Service that have been purchased by third-parties, support should be sought from those third-parties.

10.6 Support over and above Service issues such as but not limited to service unavailability and application faults will be subject to additional charges. Details of these charges can be found on our Website or by contacting your Codelocks Account Manager.

10.5 The above list is not intended to be exhaustive. We reserve the right to remove (with or without notice) any content and suspend or terminate (with or without notice) the account of any user who in our sole judgment is in breach of these Terms and Conditions.

11. Content Ownership

11.1 As a user you retain all ownership rights to content provided by you.

11.2 You warrant that any content provided by you does not belong to a third party whose rights have been violated by the content being posted on to the Service. Furthermore if any content is owned by a third party you agree to pay all royalties, fines and settlements owed to that party, without seeking any contribution from us.

12. Copyrighted Material

12.1 We do not condone or encourage in any way the posting of copyrighted or proprietary content or information by any users who are not the legal owners of such content.

12.2 Where notified of such breaches by the owner of such content we will remove the content from the Service as soon as practicable. But only where we can reasonably ascertain the true owner of such content.

12.3 If as the owner of such content you believe that your rights have been infringed you should contact us as soon as possible and provide all relevant information in writing.

13. Content Monitoring

Users can freely add content to the Service. We do not monitor or assume any responsibility for content posted onto the Service. If at any time we decide to monitor the Service on any occasion it does not mean that we assume responsibility for removing any content or the conduct of any users at the time or in the future.

14. Termination

14.1 We may terminate your user account and all content and materials associated with it at any time where these Terms & Conditions have been breached. Such termination can be with or without notice. As a user you can choose to terminate your account at any time (subject to any payment plan entered into and any applicable notice period) and are free to remove any content you have created on termination.

14.2 Various clauses within these Terms & Conditions are designed to survive and continue after termination, including (but not limited to) clauses 11 and 18.

14.3 We may terminate your user account and all content and materials associated with it if your account has remained unused for a period of 180 days. Unused is defined as no NetCodes created within that period. We will attempt contact via the email address used to register your account prior to any termination under this clause.

15. Access and Backups

15.1 We take all reasonable steps to ensure that the Service is available and functioning fully at all times. However, we do not accept any responsibility for "down-time" or poor performance of our servers or infrastructure, or where the Service is unavailable for any other reason, whether within or outside our direct control. Use of the Service as part of any critical access control or commercial purposes is entirely at your own risk.

15.2 You are solely responsible for backing up any content or data entered onto the Service by you. We strongly recommend that you regularly and completely backup all of your content and data on the Service.

15.3 From time to time, the Service and any related networks will need upgrading, maintenance or other work necessary for the continued provision of the Service. Where this is the case and where third-party network providers have informed us, we will detail any interruptions to the Service on our website.

16. Disclaimer

16.1 We are not responsible for the accuracy of any content on the Service, nor any advertisements placed on the Service.

16.2 We are not responsible for any links to third party websites from the Service and the inclusion of any link does not imply an endorsement of a third party website or service by us.

17. Limitation of Liability

We shall not be liable for any indirect, consequential, exemplary, incidental, special or punitive damages, including loss of profits.

18. Indemnity

You agree to indemnify and hold us and our subsidiaries, affiliates and partners and their respective officers and employees harmless from any loss, fines, fees, liability or claim made by any third party arising from your breach of these Terms & Conditions whilst using the Service or any other service provided by us.

19. Privacy

Use of the Service is also governed by our Privacy Policy, which is incorporated into these Terms & Conditions by this reference.

20. Severability

The foregoing paragraphs, sub-paragraphs and clauses of these Terms & Conditions shall be read and construed independently of each other. Should any part of this agreement or its paragraphs, sub-paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub-paragraphs and clauses.

21. Waiver

Failure by us to enforce any accrued rights under these Terms & Conditions is not to be taken as or deemed to be a waiver of those rights unless we acknowledge the waiver in writing.

22. Jurisdiction

These Terms & Conditions shall be interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

23. Changes to these Terms & Conditions

23.1 We may make changes to these Terms & Conditions at any time or withdraw any services referenced within these Terms & Conditions if they are uneconomical, technically impractical or not fulfilling their purpose for us or you.

23.2 Any changes to these Terms & Conditions will be made available on our website or available from our Customer Services team on request.

23.3 Continued use of the Service after the date of any change to these Terms & Conditions will be deemed to be your acceptance of the changes.

23.4 If you do not accept any changes made to these Terms & Conditions, you may cancel your account in accordance with clause 6.