



Last Updated: 21/05/2018

Terms of Service THIS IS AN AGREEMENT BETWEEN YOU OR THE ENTITY THAT YOU REPRESENT (hereinafter “You”, “The User” or “Your”) AND Sanity OS.com (hereinafter “Sanity OS”) GOVERNING YOUR USE OF Sanity OS ONLINE BUSINESS PRODUCTIVITY AND COLLABORATION SOFTWARE.

Parts of this Agreement

This Agreement consists of the following terms and conditions (hereinafter the “General Terms”) and terms and conditions, if any, specific to use of individual Services (hereinafter the “Service Specific Terms”). The General Terms and Service Specific Terms are collectively referred to as the “Terms”. In the event of a conflict between the General Terms and Service Specific Terms, the Service Specific Terms shall prevail.

Acceptance of the Terms

You must be of legal age to enter into a binding agreement in order to accept the Terms. If you do not agree to our Terms and Conditions, please do not use any of our Services. By using Sanity OS you agree to these terms and conditions.

Description of Service

We provide a SAAS (Software as a service) application that has been created to allow you (the user) a method of handling calls, lead generation, marketing and booking of sales appointments. The service also leverages the use of server resources, email clients and support (where applicable).

User Sign up Obligations

You need to sign up for a user account by providing all required information in order to access or use the Services provided by SanitOS. You agree to: a) provide true, accurate, current and complete information about yourself and/or company when prompted during the signup process. Should you provide any information that is untrue, inaccurate, outdated, or incomplete, or if Sanity OS has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, Sanity OS reserves the right to terminate your user account or temporarily disable it until all information has been updated.

Personal Information and Privacy

Sanity OS reserve the right to share information about you with third parties if we believe in good faith that access, use, preservation or disclosure of the information is reasonably necessary to: Meet any applicable law, regulation or legal process. Invoke applicable Terms of Service, including investigation of possible violations, Protect or prevent against harm to the rights, property or safety of our application or other members.

NOTE: We do not store credit card details nor do we share customer details with any 3rd parties.

Communications from Sanity OS

Our service may include certain communications from Sanity OS, such as administrative messages, service announcements and promotional updates. You understand that these communications shall be considered part of using the Services. We include the option of opting out of promotional messages however, users will be unable to opt-out from receiving service announcements and administrative emails.

Fees and Payments

Subscriptions to our services are available as monthly or annual plans. Subscription payments are automatically collected from the payment preference you selected when your account is created. If you do not have a subscription setup with our merchant a reminder email will be sent to you before your account expires. If you should fail to pay your subscription fee your account will remain open for an additional 3 weeks (with limited functionality) to allow you to make payment in a fair amount of time failing which the account will be terminated. It is the responsibility of the account owner to ensure an active payment method is attached to your account. Sanity OS reserve the right to delete/remove any/all data associated with the account if the license holder owner fails to maintain their monthly or annual subscription. Sanity OS reserve the right to increase or decrease any fees or charges associated with their service without notice.

NOTE: We do not store credit card details nor do we share customer details with any 3rd parties.

Restrictions on Use

Any third party that attempts to manipulate, reverse engineer, hack or decompile our software for any reason can and will be prosecuted under the laws of their jurisdiction. Under any circumstances registering or using an account provided by Sanity OS for the purpose of copying or harming our intellectual property is purely forbidden and a direct breach of our terms of service contract.

Spamming and Illegal Activities

You agree to be solely responsible for the contents of your transmissions through our Services. You agree not to use the Services for illegal purposes or for the transmission of material that is unlawful, harassing, invasive of another's privacy, abusive, threatening, harmful, vulgar, pornographic, obscene, or is otherwise objectionable, promotes racism, contains viruses, or that which infringes or may infringe intellectual property. We reserve the right to terminate your access to the Services if there are reasonable grounds to.

Inactive User Accounts Policy

We reserve the right to close and remove unpaid user accounts that are inactive for a period of 5 weeks. In the event of such termination, all data associated with such user account will be deleted.

Closing Your Account

Should you wish to terminate your account with Sanity OS and cancel your monthly subscription you are required to send an email to support [at] sanityos.com. Sanity OS will never close your account or cancel your payment subscription without written confirmation and will not refund payments for periods where your account was not used.

Data Ownership

We respect your right to ownership of content created or stored by you. You own the content created or stored by you or your company. Unless specifically permitted by you, your use of the Services does not grant Sanity OS the right to use, reproduce, modify, publish or distribute the content created by you or stored in your Sanity OS account unless such permission is granted to do so.

Customer Responsibility

The registered customer (Known also as “user(s)”) shall be solely responsible for complying with statutory requirements relating to data protection and privacy, in particular regarding the disclosure of data processed within Sanity OS.

GDPR

Sanity OS facilitates users with GDPR compliance however simply using Sanity OS does not make you and/or your organisation automatically compliant. Any applicable Data stored as part of your account that is subject to the General Data Protection Regulation (“GDPR”), shall apply. For customers that are located in the European Union or the European Economic Area, the Standard Contractual Clauses adopted by the European Commission, which provide adequate safeguards with respect to the personal data processed by us under this Agreement apply.

You acknowledge in all cases that Sanity OS acts as the data processor of our users Data and “you” [the user] are responsible for the Data under applicable data protection regulations in the European Union and European Economic Area.

You [The User] will obtain and maintain any required consents where necessary to permit the processing of Data under this Agreement. If you are subject to the GDPR act you can use features already within Sanity OS that will facilitate with compliance but remaining. obtaining or maintaining compliance will be your [the user's] responsibility.

The Data Protection Directive will be superseded by GPDR on the 25th May 2018. The main building blocks of the General Data Protection Regulation are made up of principles from DPD show below:

- Keep it only for one or more specified and lawful purposes
- Process it only in ways compatible with the purposes for which it was given to you initially
- Keep it safe and secure Keep it accurate and up-to-date
- Obtain and process the personal data fairly
- Ensure that it is adequate, relevant and not excessive
- Give a copy of his/her personal data to any individual, on request.
- Retain it no longer than is necessary for the specified purpose or purposes

Trademark

Sanityos.com, Sanity OS and the names of our individual Services and their representing logos are trademarks of Sanity OS. You agree not to display or use, in any manner, the Sanity OS trademarks, without our prior permission.

Limitation of Liability

YOU AGREE THAT SANITY OS WILL NOT, IN NO EVENT, BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR OTHER LOSS OR DAMAGE WHATSOEVER OR FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF BUSINESS INFORMATION, OR OTHER LOSS ARISING OUT OF OR CAUSED BY MISS-USE, INABILITY TO USE OR SERVICE CORRECTLY OR IN THE LIKELY EVENT OF SYSTEM FAILIURE.

Indemnification

You agree to indemnify and Sanity OS its directors, employees, affiliates and suppliers from any losses, damages, fines and expenses including (but not limited to) legal costs or fees arising out of or relating to any to your use of our Services.

Suspension and Termination

We may suspend your user account or temporarily disable access to whole or part of any Service in the event of any suspected illegal activity. The termination of a user account will include denial of access to all Services and may include deletion of stored information in your account.

Refund Policy

Sanity OS is strictly non-refundable for the term or duration it is used for.

The Service is made available on both an annual billing and pay-as-You-go basis. If you have elected to upgrade your plan to include more users you will be billed for the additional user on your next billing cycle. You can cancel a monthly Paid Plan at any time and you will not be billed again. On cancellation of your plan your account will be reduced to limited access and eventually closed (if you do not reactivate it within 3 weeks). You may also remove users to reduce license costs this will also take affect during your next billing cycle.

Should you choose to terminate your account you may do so at anytime. On cancellation of your license all associated data with your account including contacts will be deleted with immediate effect. There are no termination fees or charges for cancellation of your license.

Sanity OS does not issue refunds for any outstanding duration remaining on your account unless it is done so within 14 days of purchasing or renewal of an existing license. This applies to both monthly and annual licenses.

Modification of Terms of Service

Sanity OS reserve the right to modify the terms of our service without prior notice.