



# sanity OS

Last Updated: 16/03/2016

**Terms of Service THIS IS AN AGREEMENT BETWEEN YOU OR THE ENTITY THAT YOU REPRESENT (hereinafter “You” or “Your”) AND SanityOS.com (hereinafter “SanityOS”) GOVERNING YOUR USE OF SanityOS 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 SanityOS 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 Should you provide any information that is untrue, inaccurate, outdated, or incomplete, or if SanityOS has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, SanityOS reserves the right to terminate your user account or temporarily disable it until all information has been updated.

## **Personal Information and Privacy**

SanityOS 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 SanityOS**

Our service may include certain communications from SanityOS, 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 taken as from the payment choice of your preference when the 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 5 weeks (with limited functionality) to allow you to make payment in a fair amount of time failing which the account will be closed.. It is the responsibility of the account owner to renew their account. SanityOS reserve the right to delete/remove any/all data associated with the account if the license holder owner fails to renew. SanityOS 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 for breach of our Terms and Conditions. Under any circumstances registering or using an account provided by sanityOS for the purpose of copying or harming our intellectual property is purely forbidden, brand or service levels will lead to prosecution and removal of your account.

## **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.

## **Data Ownership**

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

## **Trademark**

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

**Limitation of Liability**

YOU AGREE THAT SANITYOS 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 FAILURE.

**Indemnification**

You agree to indemnify and SanityOS 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**

SanityOS 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 5 weeks). You may also remove users to reduce license costs this will also take affect during your next billing cycle.

Should you wish to terminate or cancel your account before it expires you will be refunded the remaining balance of your term. For example if you pay 10 per month and wish to cancel your account mid-way through the month you will be refunded 5. This rule also applies to annual billing.

**Modification of Terms of Service**

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