

Office365Mon Terms of Service

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Thanks for using Office365Mon! These terms of service ("Terms") cover your use and access to our services, client software and websites ("Services"). Our [Data Collection and Privacy Policy](#) explains how we collect and use your information. By using our Services, you're agreeing to be bound by these Terms. If you're using our Services for an organization, you're agreeing to these Terms on behalf of that organization.

Your Stuff & Your Permissions

When you use our Services, you provide us with things like your domain information, contact information, email addresses and so on. We call these things Your Stuff. Your Stuff is yours. These Terms don't give us any rights to Your Stuff except for the limited rights that enable us to offer the Services.

We need your permission to do things like monitoring your cloud resourcing, alerting when they are down and performing analytics on the data we infer. These services may require our systems to access the cloud resources on your behalf. You give us permission to do those things, and this permission extends to our affiliates and trusted third parties we work with.

Your Responsibilities

You're responsible for your conduct and Your Stuff. Content in the Services may be protected by others' intellectual property rights. Please don't copy, upload, download or share content unless you have the right to do so.

Please safeguard Your Stuff which may indirectly provide access to the Services, make sure that others don't have access to it, and keep your account information current.

Finally, our Services are not intended for and may not be used by people under the age of 13. By using our Services, you are representing to us that you're over 13.

Software

Some of our Services allow you to download client software ("Software") which may update automatically. So long as you comply with these Terms, we give you a limited, nonexclusive, nontransferable, revocable license to use the Software, solely to access the Services. To the

extent any component of the Software may be offered under an open source license, we'll make that license available to you and the provisions of that license may expressly override some of these Terms. Unless the following restrictions are prohibited by law, you agree not to reverse engineer or decompile the Services, attempt to do so, or assist anyone in doing so.

Our Stuff

The Services are protected by copyright, trademark, and other US and foreign laws. These Terms don't grant you any right, title or interest in the Services, others' content in the Services, Office365Mon trademarks, logos and other brand features. We welcome feedback, but note that we may use comments or suggestions without any obligation to you.

Copyright

We respect the intellectual property of others and ask that you do too. We respond to notices of alleged copyright infringement if they comply with the law. We reserve the right to delete or disable content alleged to be infringing and terminate accounts of repeat infringers. Our designated agent for notice of alleged copyright infringement on the Services is: Steve Peschka.

copyright@Office365Mon.com

Paid Accounts

Office365Mon provides a variety of paid options. Regardless of which one you sign up for, your license only entitles you to use your Office365Mon subscriptions **on a single Office 365 tenant**.

Billing. After your Office365Mon trial period expires you can access the features of Office365Mon by turning your account into a "Paid Account". We'll automatically bill you from the date you convert to a Paid Account and on each periodic renewal until cancellation. You're responsible for all applicable taxes, and we'll charge tax when required to do so.

No Refunds. You may cancel your Office365Mon Paid Account at any time but you won't be issued a refund unless it's legally required.

Downgrades. Your Paid Account will remain in effect until it's cancelled or terminated under these Terms. If you don't pay for your Paid Account on time, we reserve the right to suspend it.

Notifications. There are limits to how many notifications we will send you a month. The maximum number of text messages we'll send during a calendar month is 300. After that, no

more text messages will be sent until the following month. These same limits apply to emails. There are not any limits on the number of webhook notifications. If the amount of notifications that are triggered for a subscription is deemed excessive based on the sole discretion of Office365Mon, we reserve the right to turn off monitoring. You are allowed to turn it on again at a future date, but repeat violations of this policy may result in your subscription being permanently deleted.

Changes. We may change the fees in effect but will give you advance notice of these changes via a message to the email address associated with your account.

Termination

You're free to stop using our Services at any time. We also reserve the right to suspend or end the Services at any time at our discretion and without notice. For example, we may suspend or terminate your use of the Services if you're not complying with these Terms, or use the Services in a manner that would cause us legal liability, disrupt the Services or disrupt others' use of the Services. Except for Paid Accounts, we reserve the right to terminate and delete your account if you haven't accessed our Services for 12 consecutive months. We'll of course provide you with notice via the email address associated with your account before we do so.

Services "AS IS"

We strive to provide great Services, but there are certain things that we can't guarantee. TO THE FULLEST EXTENT PERMITTED BY LAW, OFFICE365MON AND ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES. THE SERVICES ARE PROVIDED "AS IS." WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Some places don't allow the disclaimers in this paragraph, so they may not apply to you.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR ANY LIABILITY FOR OFFICE365MON'S OR ITS AFFILIATES' FRAUD, FRAUDULENT MISREPRESENTATION, OR GROSS NEGLIGENCE, IN NO EVENT WILL OFFICE365MON, ITS AFFILIATES, SUPPLIERS OR DISTRIBUTORS BE LIABLE FOR:

(A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR

(B) ANY LOSS OF NOTIFICATIONS, USE, DATA, BUSINESS, OR PROFITS, REGARDLESS OF LEGAL THEORY.

THIS WILL BE REGARDLESS OF WHETHER OR NOT OFFICE365MON OR ANY OF ITS AFFILIATES HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

ADDITIONALLY, OFFICE365MON, ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS WILL NOT BE LIABLE FOR AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES FOR MORE THAN THE GREATER OF \$20 OR THE AMOUNTS PAID BY YOU TO OFFICE365MON FOR THE PAST 12 MONTHS OF THE SERVICES IN QUESTION.

Some places don't allow the types of limitations in this paragraph, so they may not apply to you.

Resolving Disputes

Let's Try To Sort Things Out First. We want to address your concerns without needing a formal legal case. Before filing a claim against Office365Mon, you agree to try to resolve the dispute informally by contacting support@Office365Mon.com. We'll try to resolve the dispute informally by contacting you via email. If a dispute is not resolved within 15 days of submission, you or Office365Mon may bring a formal proceeding.

Judicial forum for disputes. You and Office365Mon agree that any judicial proceeding to resolve claims relating to these Terms or the Services will be brought in the federal or state courts of Oregon, subject to the mandatory arbitration provisions below. Both you and Office365Mon consent to venue and personal jurisdiction in such courts.

IF YOU'RE A U.S. RESIDENT, YOU ALSO AGREE TO THE FOLLOWING MANDATORY ARBITRATION PROVISIONS:

We Both Agree To Arbitrate. You and Office365Mon agree to resolve any claims relating to these Terms or the Services through final and binding arbitration, except as set forth under Exceptions to Agreement to Arbitrate below.

Arbitration Procedures. The [American Arbitration Association](#) (AAA) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The arbitration will be held in the United States county where you live or work, Clackamas, Oregon, or any other location we agree to.

Arbitration Fees and Incentives. The AAA rules will govern payment of all arbitration fees. Office365Mon will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.

Exceptions to Agreement to Arbitrate. Either you or Office365Mon may assert claims, if they qualify, in small claims court in Clackamas, Oregon or any United States county where you live or work. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Services, or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above. If the agreement to arbitrate is found not to apply to you or your claim, you agree to the exclusive jurisdiction of the state and federal courts in Clackamas County, Oregon to resolve your claim.

NO CLASS ACTIONS. You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed.

Controlling Law

These Terms will be governed by Oregon law except for its conflicts of laws principles, unless otherwise required by a mandatory law of any other jurisdiction.

Entire Agreement

These Terms constitute the entire agreement between you and Office365Mon with respect to the subject matter of these Terms, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms. These Terms create no third party beneficiary rights.

Waiver, Severability & Assignment

Office365Mon's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under these Terms, and any such attempt will be void.

Office365Mon may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

Modifications

We may revise these Terms from time to time, and will always post the most current version on our website. If a revision meaningfully reduces your rights, we will notify you (by, for example, sending a message to the email address associated with your account, posting on our blog or on this page). By continuing to use or access the Services after the revisions come into effect, you agree to be bound by the revised Terms.