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## Service Agreement

This document, hereafter called the AGREEMENT, shall cover all monitoring and related products and services, hereinafter collectively called the SERVICE, offered by **SEVEN49.NET GMBH**

You and your company become the CUSTOMER when you register for the SERVICE. As such, you agree to be bound by the terms and conditions of this AGREEMENT for as long as you, the CUSTOMER, use the SERVICE.

You, as the CUSTOMER, agree that:

CUSTOMER owns, or has written authorization to use the SERVICE from the legal owner of, the URL(s) or IP address(es) to be monitored by the SERVICE.

CUSTOMER shall not monitor a server from more than 1 account.

CUSTOMER shall not monitor a server with shared IP hosting using its IP address.

CUSTOMER agrees to receive service announcements from SEVEN49.NET GMBH via email.

CUSTOMER is not a competitor of SEVEN49.NET GMBH.

SERVICE shall only be used in accordance with any and all applicable laws and regulations.

If SEVEN49.NET GMBH becomes aware of any breach of this AGREEMENT by CUSTOMER, SEVEN49.NET GMBH may suspend or terminate access to the SERVICE without prior notice to CUSTOMER.

CUSTOMER shall defend, indemnify, and hold SEVEN49.NET GMBH harmless against any losses, costs (including legal), liabilities and expenses relating to or arising out of CUSTOMER'S use of the SERVICE, including any breach of the terms of this AGREEMENT.

While SEVEN49.NET GMBH shall make every reasonable and prudent effort to provide a useful, functional, timely, accurate and valuable service, SEVEN49.NET GMBH does not guarantee the accuracy, completeness and timing of usefulness of the information or alerts provided by the SERVICE. Under no circumstances shall SEVEN49.NET GMBH be responsible for any loss or damage resulting from CUSTOMER'S reliance on information or alerts provided by the SERVICE, or transmitted to CUSTOMER.

SEVEN49.NET GMBH shall have no liability to CUSTOMER whatsoever as a result of any technical, software or hardware failures of any kind or lost or unavailable network connections or incomplete, garbled, failed, or delayed computer transmissions or other technical difficulties or failures, whether caused by SEVEN49.NET GMBH, CUSTOMER, visitors to SEVEN49.NET GMBH'S Websites, other participants in the SERVICE, or any other party, or by any of the equipment or programming associated with or utilized in the SERVICE, or by any technical or human error that may occur in the processing or operation of CUSTOMER'S account that may limit or interfere with CUSTOMER'S ability to use the SERVICE.

CUSTOMER agrees to pay for the SERVICE in accordance with SEVEN49.NET GMBH'S price schedule and SERVICE plan(s) selected by CUSTOMER.

CUSTOMER may cancel the SERVICE at any time. SEVEN49.NET GMBH reserves the right to immediately suspend or terminate CUSTOMER'S account(s) for failure to make timely payment. Any outstanding balance becomes immediately due and payable upon termination of this AGREEMENT for any reason.

SEVEN49.NET GMBH shall keep confidential all information supplied by CUSTOMER, including but not limited to credit card number(s), and shall use such information only for the purposes for which such information was collected. SEVEN49.NET GMBH will use the data provided in compliance with the privacy policy posted on this Website.

CUSTOMER shall have sole responsibility for maintaining the accuracy of CUSTOMER'S contact and billing information, including, but not limited to, CUSTOMER'S email address(es) for correspondence and notification purposes, and CUSTOMER'S credit card number and expiration date. SEVEN49.NET GMBH shall have no liability whatsoever for lost or misdirected email between CUSTOMER and SEVEN49.NET GMBH. SEVEN49.NET GMBH shall have no liability whatsoever for the consequences, if any, of SERVICE interruption(s) resulting from credit card decline or expiration.

This AGREEMENT contains the entire understanding between CUSTOMER and SEVEN49.NET GMBH regarding the use of the SERVICE and shall become binding between the parties hereto upon successful registration by CUSTOMER for the SERVICE.

SEVEN49.NET GMBH may, without prior notice to CUSTOMER, change this AGREEMENT by posting any such change(es) to SEVEN49.NET GMBH'S Website. Any such change(es) shall become effective and binding upon CUSTOMER at the time of posting. CUSTOMER shall have sole responsibility for monitoring changes to this AGREEMENT. If CUSTOMER does not agree to any such change(es), CUSTOMER'S sole recourse shall be to cancel CUSTOMER'S account.