

So Protect Me - Website Terms and Service Terms

Notice to user:

Please read these terms carefully. Using this Website indicates that you accept these terms.

Website Terms

1. Use of the Website

This Website and its contents are made available to you by So Protect Me Limited ("**Company**") for your personal, non-commercial use only. You must retain all copyright and other proprietary notices contained in the original content and on any downloaded copies of the content. You may not modify, reproduce, publicly display, or otherwise use the content for any commercial purpose. Unauthorized use of the content may violate copyright, trademark, and other laws. Your authorization to use this Website and to retain any content is automatically terminated in the event you breach these terms.

2. Disclaimers

This Website and its contents (including all software) are provided "As Is" without warranties of any kind, either express or implied. Company does not warrant the accuracy and completeness of content. Company's specific product agreements determine the basis on which such products are supplied and nothing on this Website should be construed to alter such agreements. Company reserves the right to change the content of this Website at any time, but makes no commitment to do so.

3. Limitation of liability

In no event will Company be liable for any damages whatsoever (including, without limitation, those resulting from lost profits, lost data or business interruption) arising out of the use, inability to use, or the results of use of this Website, irrespective of whether or not Company has been advised of the possibility of such damages.

4. Use of software

Use of any software downloaded from this Website is subject to the terms of the agreement(s) which accompanies or is included with such software. By downloading, installing or otherwise making use of such software you accept the terms of such agreements.

5. Submissions

With the exception of personal information relating to the receipt of Company products and services, any communication you submit to this Website will be considered non-confidential and non-proprietary and shall place no obligation whatsoever on Company. At its discretion, Company will be free to copy, disclose, distribute, incorporate and otherwise use such communication for commercial or non-commercial purposes.

6. Linking to this site

Sites which link to this Website shall not: replicate Company content; encapsulate Company content; seek to represent Company; misrepresent its relationship with Company; provide false or misleading information about Company or its products and services; breach any copyright or intellectual property belonging to Company.

7. Governing Law

All matters relating to your use of this Website shall be subject to the laws of England and will be subject to the jurisdiction of the English Courts.

Service Terms

1. What this Agreement covers

- this is a contract between you and SoPM for use of SoPM's web-based service(s), "Service"
- we do not provide warranties for the Service; refer to Clauses [7 & 8]
- Products which use the Service are warranted under their own license agreements
- customer and/or technical support is provided through your SoPM product subscription; please refer to your specific product terms for information
- the Service uses our website, which is subject to the prevailing website terms; please refer to our website terms for information

2. Use of the Service – do's and don'ts

- in using the Service you must obey the law
- you must keep your account password secret
- you will not use any unauthorized means to modify the Service
- you will not disassemble, decompile, or reverse engineer any software included in the Service, except to the extent that the law permits

3. Charges and fees

- we do not currently charge for the Service – your right to access it is based on you paying all due Product subscriptions
- you are responsible for payment of fees to your Internet Service Provider
- we reserve the right to introduce a charging scheme for use of the Service; we will provide 60 days notice of any such change

4. Your information

- we will not share your information with any third party, other than as required by law
- we may copy/store/format your information for backup, restore and transfer purposes
- we reserves the right to block and/or remove information we deem inappropriate

5. Service availability and term

- access to the Service is dependent on your Product license being active; your right to use the Service will cease at the end of your license warranty/subscription period
- we may withdraw the Service from time to time, without notice for maintenance or any other purpose we deem necessary
- we may automatically check your Product version from time to time and update, patch, upgrade it in line with the operational requirements of the Service

6. Licensed content

This Clause applies to the following SoPM Products: Safe4Kidz; Blocker Home Edition; Blocker Business Edition.

You may have access to the following content ("Content") via the Service: Protected Content lists; Protected URL lists; Protected Application lists; Protected Category lists; Language Filter lists; Product and/or Service Data Sheets; Product and/or Service information sheets.

- Your right to receive updates to the Content via the Service ceases on expiry of your product subscription
- SoPM does not warranty or guarantee that the Content is suitable for your intended purpose
- You may not sell, license or distribute copies of the Content
- You may not modify, make derivative works, disassemble, reverse engineer or otherwise repackage the Content

7. NO WARRANTY.

The Service is provided "as-is," "with all faults" and "as available." We do not guarantee the accuracy or timeliness of information available from the Service. We give no express warranties, guarantees or conditions. We exclude any implied warranties including those of merchantability, fitness for a particular purpose, workmanlike effort and non-infringement.

8. LIABILITY LIMITATION.

Our liability for direct damages shall be equivalent to one month of Service charge at the prevailing rate. We will not be liable for any other damages, including consequential, lost profits, special, indirect, incidental or punitive damages.

This limitation applies to: the Service; the Content; your ability or inability to access the Service or Content in an effective or timely manner as a result of communications provision, malware, hardware or software malfunction or incompatibility; and claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort.

This limitation applies even if this remedy does not fully compensate you for any losses, or fails in its essential purpose; or SoPM knew or should have known about the possibility of the damages.

9. Service withdrawal or cancellation

We may change the Service or delete features at any time and for any reason. We may cancel or suspend your Service at any time. Our cancellation or suspension may be without cause and/or without notice. Upon Service cancellation, your right to use the Service stops. Our cancellation of the Service: will not alter our commitments to you under your Product warranty; will not alter your obligation to pay all charges due for the Service.

10. Contract interpretation

Where a court holds that part of this contract cannot be enforced as written, we will replace that part with terms that most closely match the intent of the part that cannot be enforced. The rest of this contract will not change. This is the entire contract between you and us regarding your use of the Service. It supersedes any prior contract or statements regarding your use of the Service. The section titles in the contract do not limit the other terms of this contract.

11. Assignment

We may assign this contract, in whole or in part, at any time with or without notice to you. You may not assign this contract, or any part of it, to any other person. Any attempt by you to do so is void. You may not transfer to anyone else, either temporarily or permanently, any rights to use the Service or any part of the Service.

12. Beneficiaries

This contract is solely for your and our benefit. It is not for the benefit of any other person, except for permitted successors and assigns under this contract.

13. Claims

Any claim related to this contract or the Service may not be brought unless brought within one year. The one-year period begins on the date when the claim first could be filed. If it is not filed in time, then that claim is permanently barred. This applies to you and your successors. It also applies to us and our successors and assigns.

14. Notices

This contract is in electronic form. We may provide notices by e-mail at the e-mail address you specified when you signed up for the Service or when you signed up to your Product subscription. Notices provided to you via e-mail will be deemed given and received on the transmission date of the e-mail.

15. Governing law

All matters relating to your use of the Service shall be subject to the laws of England and will be subject to the jurisdiction of the English Courts.

16. Copyright and Trademark Notices

All contents of the Service are Copyright © 2009 So Protect Me Limited. So Protect Me, Safe4Kidz and So Protect Me Blocker are trademarks or registered trademarks of So Protect Me Limited. All other marks may be trademarks of their respective owners.