

Loggermaster's conditions of use

Last updated: February 2019

Thank you for using our products and services ("Services"). By using our Services, you are agreeing to these terms. Please read them carefully.

We offer a wide range of Services, and sometimes additional terms may apply. When you use a LoggerFlex Product, you will be subject to the guidelines, terms and agreements applicable to that of LoggerFlex Product or Service ("Service Terms"). If these Conditions of Use are inconsistent with the Service Terms, those Service Terms will be applicable.

Privacy

Please review our Privacy Notice, which also governs your use of the Loggermaster Services, to understand our practices.

Electronic Communications

When you use any of Loggermaster Services, or send e-mails, text messages, and other communications from any device to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you electronically in a variety of ways, such as by e-mail, text, in-app push notices, or by posting notices and messages on the Loggermaster site or through other Loggermaster Services, such as our Message Centre. You agree that all agreements, notices, messages, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Copyright

All content included in or made available through any Loggermaster Services (such as texts, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software) is the property of LoggerFlex or its content suppliers and is protected by copyright laws. The compilation of all content included in or made available through any Loggermaster Service is the exclusive property of Loggermaster and protected by international copyright laws.

Using our Services

You must follow any policies made available to you within the Services. Don't misuse our Services. For example, don't interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. We may suspend or stop providing our Services to you if you do not comply with our terms and policies or if we are investigating a suspected misconduct. Using our Services does not give you ownership of any intellectual property rights in our Services. These terms do not grant you the right to use any branding or logos used in our Services. Don't remove, obscure, or alter any legal notices displayed in or along with our Services. In connection with your use of the Services, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications. Some of our Services are available on mobile devices. Do not use such Services in a way that distracts you and prevents you from obeying traffic or safety laws.

Your Loggermaster Account

You may need a Loggermaster Account in order to use some of our Services. You may create your own Loggermaster Account, or your Loggermaster Account may be assigned to you by an administrator, such as your employer or educational institution. If you are using a Loggermaster Account assigned to you by an administrator, different or additional terms may apply, and your administrator may be able to access or disable your account. To protect your Loggermaster Account, keep your password confidential. You are responsible for the activities that happen on or through your Loggermaster Account. Try not to reuse your Loggermaster Account password on third-party applications. If you learn of any unauthorized use of your password or Loggermaster Account, contact us at Support@loggerflex.com.

License and Access

Subject to your compliance with these Conditions of Use and your payment of any applicable fees, Loggermaster or its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make use of the Loggermaster Services. All rights not expressly granted to you in these Conditions of Use or any Service Terms are reserved and retained by LoggerFlex or its licensors, suppliers, publishers, rights holders, or other content providers. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Loggermaster without an express written consent. You may not use any meta tags or any other "hidden text" utilizing Loggermaster's name or trademarks without the express written consent of Loggermaster. You may not misuse the Loggermaster Services. You may use the Loggermaster Services only as permitted by law. The licenses granted by LoggerFlex terminate if you do not comply with these Conditions of Use or any Service Terms.

Your Account

If you use any Loggermaster Service, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. LoggerFlex does sell products for children, but it sells them to adults who can purchase products with a credit card or other permitted payment method. If you are under the age of maturity in your place of residence, you may use the Loggermaster Services only with involvement of a parent or guardian. Loggermaster reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.

Your Content in our Services

Some of our Services allow you or your devices to upload, submit, store, send or receive data. You retain ownership of any intellectual property rights that you hold in that content. When you upload, submit, store, send or receive data to or through our Services, you give LoggerFlex (and those we work with) a worldwide license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes we make so that your content works better with our Services), communicate, publish, publicly perform, publicly display and distribute such content. The rights you grant in this license are for the limited purpose of operating, promoting, and improving our Services, and to develop new ones. This license continues even if you stop using our Services. Some Services may offer you ways to access and remove content that has been provided to that Service. Our automated systems analyze your data to provide you with necessary warnings and notifications. This analysis occurs as the content is sent, received, and when it is stored. If you have a Loggermaster Account, we may display ads and other commercial contexts in your service.

About Software in our Services

When a Service requires or includes downloadable software, this software may update automatically on your device once a new version or feature is available. Some Services may let you adjust your automatic update settings. Loggermaster gives you a worldwide non-exclusive license to use the software provided to you by Loggermaster as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by LoggerFlex, in the manner permitted by these terms. You may not copy, modify, distribute, sell, or lease any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions, or you have our written permission.

Modifying and Terminating our Services

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether. You can stop using our Services at any time, although we'll be sorry to see you go. LoggerFlex may also stop providing Services to

you or add or create new limits to our Services at any time. We believe that you own your data and preserving your access to such data is important. If we discontinue a Service, where reasonably possible, we will give you reasonable advance notice and a chance to get your information out of that Service. We provide our Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them but there are certain things that we don't promise about our Services. Other than what was expressly set out in these terms, neither LoggerFlex nor its suppliers or distributors make any specific promises about the Services. For example, we do not shoulder any liability about the safety of the products that are being monitored with our services or our products to ensure their storage condition. On good faith we do our utmost best for maintaining and improving our services continuously, but we do not make any commitments about our services reliability, availability, or ability to meet your needs. We provide the Services "as is". Some jurisdictions provide for certain warranties, like the implied warranty of merchantability, fitness for a particular purpose and non-infringement. To the extent permitted by law, we exclude all warranties and liability for our Services. LoggerFlex and our associated companies, suppliers and distributors, will not be responsible for lost profits, revenues, data, financial losses or indirect, special, consequential, exemplary, or punitive damages. To the extent permitted by law, the total liability of LoggerFlex, and its associated companies, suppliers and distributors, for any claims under these terms, including any implied warranties, is limited to the amount you paid us to use the Services (or, if we choose, to supply you the Services again). In all cases, LoggerFlex, and its associated companies, suppliers and distributors, will not be liable for any loss or damage that is not reasonably foreseeable.

Business uses of our Services

If you are using our Services on behalf of a business, that business accepts these terms. It will indemnify LoggerFlex and its associated companies and its affiliates, officers, agents, and employees from any claim, law suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, law suits, judgments, litigation costs and attorneys' fees.

About these Terms

We may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly. We'll post notice of modifications to these terms on this page. We'll post notice of modified additional terms in the applicable Service. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service. If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict. If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future). If it turns out that a particular term is not enforceable, this will not affect any other terms.