

AvailabilityCalendar.com - Saas Terms and Conditions of Use

Last updated 16-05-2018

1. This Service

This Service (the availability calendar) is provided by AvailabilityCalendar.com to you. Your use of this Service and any additional services introduced by us and contained within constitutes acceptance by you of these Terms & Conditions.

2. Eligibility

You must be a minimum age of 18 to register on and use the Service. By registering and using the Service you warrant that you are 18 or older and understand your obligations under these Terms & Conditions.

3. Registration and Account Integrity

3.1 As part of the registration process you will need to create an account, including a username & password. It is your responsibility to ensure that the information you provide is accurate, not misleading and relates to you. You cannot create an account or username & password using the names and information of another person or using words that are the trademarks or the property of another party (including ours), or vulgar, obscene or in any other way inappropriate. We reserve the right with or without notice to suspend or terminate any account in breach.

3.2 Where we provide an organisation with a number of user licenses for the Service these must be adhered to. User licenses cannot be shared between users. A breach of this clause will result in termination of the abused accounts and/or all accounts provided to the organisation.

3.3 If for any reason you suspect that your username & password has been disclosed to or obtained by another party you should contact us immediately. Please note that we never contact users requesting them to confirm their password or other details. We can ask for the username, to verify the user.

4. Pricing, Plans and Features

4.1 For current pricing and plans please see the pricing page located on our website.

4.2 We reserve the right to change pricing, plans and the features offered at any time and without notice to you.

5. Payment and Credit Control

5.1 All services are billed yearly in advance.

5.2 If you upgrade from a free or trial account you will be immediately charged for the necessary full account or accounts. Your yearly payment will be due from that date each year onwards.

5.3 It is a condition of use that a valid debit or credit card is provided at all times in order for your account or accounts to remain active.

5.4 Where a credit or debit card payment request is made by us and is declined by your card company or bank (for whatever reason) access to your account or accounts may be suspended immediately until such time as a valid payment has been processed and a valid credit or debit card is associated with your account or accounts.

6. Cancellation

6.1 You may cancel your account or accounts at any time.

6.2 Cancellation should be done using the facility provided within the Service.

6.3 Cancellation by any other means, including (but not limited to) email, telephone call, fax, text or instant message is not valid.

6.4 No refunds will be provided for remaining unused days under a yearly account or accounts.

7. Upgrading or Downgrading Accounts

7.1 Users have the ability to upgrade or downgrade their accounts and the services offered at any time.

7.2 Where an account is downgraded the applicable user will be responsible for all the data within the account and any loss of data caused by the downgrading and removal of any service within the account connected to the downgrade.

7.3 When you upgrade or downgrade you will be refunded for the part in your subscription period that you haven't used. And after that you will be charged for the rest of the period based on your new plan. This is called 'pro-rate'.

8. Trial and Offer Periods

8.1 Trial or offer periods are offered at our sole discretion and are subject to withdrawal at any time and without notice.

8.2 Only one person may use a single free or trial account, the account cannot be shared amongst multiple individuals.

8.3 These Terms and Conditions apply to all trial or offer period accounts.

9. Technical Support

9.1 Technical support is provided via email and such other means as we decide in order to provide a proper service to users.

9.2 We reserve the right not to provide a full technical support service to free or trial account users.

10. Specific Service Rules

10.1 As a user you agree not to do any of the following:

1. Abuse, harass, threaten, stalk, defame or in anyway seek to violate the rights of another user or third-party.
2. Publish or seek to distribute any material or information that is unlawful, harmful, obscene, indecent, libellous, profane, defamatory, racist, or in any other way inappropriate or objectionable.
3. Use or harvest data provided by other users in a way that they would object to.
4. Encourage illegal activity or activity that violates the rights of other Service users or third parties, whether individuals or organisations.
5. Supply or post content calculated to deliberately mislead other users or third parties, including content falsely made to appear from or be endorsed by us.

6. To pose as another user, third-party or organisation employee for the purposes of obtaining user or third-party information.
7. To transmit or transfer any viruses, trojans, worms or any other malicious programs or code intended to spy on, gain control over, disrupt, destroy or in any other way impair any computer hardware or software or any other equipment.
8. Attempt to gain access to our servers or other equipment in order to disrupt, impair, overload or otherwise hinder or compromise the safety, security or privacy of any of the services provided by or relied upon by users and us.
9. Reframe or repurpose the Service or any content on it, remove, obscure or block any notices (and advertising as applicable) provided by us on the Service.
10. Load or provide access to content on the Service or link to other content from the Service, which infringes the trademark, patent, trade secret or any other proprietary right of a third-party or infringes any intellectual property law.
11. Send junk or spam email or emails or posts promoting pyramid schemes, chain letters or any other activity that invites users and others to participate in wasting their time and/or money.
12. Use any robot, spider, scraper or other technical means to access the Service or any content on the Service.

10.2 If you breach these Terms & Conditions by sending any unsolicited bulk email, (spam) or any other bulk communications to users your actions will cause harm to us and to the Service. Such harm is difficult to quantify and as such you agree to pay us the sum of 50 USD for each and every individual email or other communication sent to a user or third-party.

10.3 The above list is not intended to be exhaustive. We reserve the right to remove (with or without notice) any content and suspend or terminate (with or without notice) the account of any user who in our sole judgment is in breach of these Terms and Conditions.

11. Content Ownership

11.1 As a user you retain all ownership rights to content provided by you.

11.2 You warrant that any content provided by you does not belong to a third-party whose rights have been violated by the content being posted on to the Service.

Furthermore if any content is owned by a third-party you agree to pay all royalties, fines and settlements owed to that-party, without seeking any contribution from us.

12. Copyrighted Material

12.1 We do not condone or encourage in any way the posting of copyrighted or proprietary content or information by any users who are not the legal owners of such content.

12.2 Where notified of such breaches by the owner of such content we will remove the content from the Service as soon as practicable. But only where we can reasonably ascertain the true owner of such content.

12.3 If as the owner of such content you believe that your rights have been infringed, you should contact us as soon as possible and provide all relevant information in writing.

13. Content Monitoring

Users can freely add content to the Service. We do not monitor or assume any responsibility for content posted onto the Service. If at any time we decide to monitor the Service on any occasion it does not mean that we assume responsibility for removing any content or the conduct of any users at the time or in the future.

14. Termination

14.1 We may terminate your user account and all content and materials associated with it at any time where these Terms & Conditions have been breached. Such termination can be with or without notice. As a user you can choose to terminate your account at any time (subject to any payment plan entered into) and are free to remove any content you have created on termination.

14.2 Various clauses within these Terms & Conditions are designed to survive and continue after termination, including (but not limited to) clauses 11 and 18.

15. Access and Backups

15.1 We take all reasonable steps to ensure that the Service is available and functioning fully at all times. However, there is a possibility that the Service can be down due to unforeseen circumstances caused by third parties.

15.2 Refunds will not be offered where a third-party provider who supplies a service to you, rather than us causes the issue.

15.3 Our system will provide an automated backup system. But it is advised to keep your own administration updated, in case of a loss of data.

16. Disclaimer

16.1 We are not responsible for the accuracy of any content on the Service, (except where such Content is provided by us) nor any advertisements placed on the Service.

16.2 We are not responsible for any links to third-party websites from the Service and the inclusion of any link does not imply an endorsement of a third-party website or service by us.

17. Limitation of Liability

17.1 We shall be not be liable to you in contract, tort, or otherwise (including negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise for any loss of business, contracts, profits, damage to goodwill or anticipated savings or for any indirect or consequential or loss whatsoever.

17.2 Nothing in this Agreement shall exclude or limit liability for death or personal injury resulting from the negligence of either party or their servants, agents or employees.

17.3 In any event our liability and that of our employees, officers and third-party partners shall be limited in any 12 month period to the total Service fees incurred by you in the last 12 months in relation to the matter subject to the liability.

18. Indemnity

You agree to indemnify and hold us and our subsidiaries, affiliates and partners and their respective officers and employees harmless from any loss, fines, fees, liability or claim made by any third-party arising from your breach of these Terms & Conditions whilst using the Service or any other service provided by us.

19. Privacy

We take your privacy seriously. We are registered under and comply with the General Data Protection Regulation (GDPR). For further details please see our Privacy Policy.

20. Severability

The paragraphs, sub-paragraphs and clauses of these Terms & Conditions shall be read and construed independently of each other. Should any part of these Terms & Conditions or paragraphs, sub-paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub-paragraphs and clauses.

21. Waiver

Failure by us to enforce any accrued rights under these Terms & Conditions is not to be taken as or deemed to be a waiver of those rights unless we acknowledge the waiver in writing.

22. Entire Terms & Conditions

These Terms & Conditions set out the entire agreement and understanding between you and us. We reserve the right to change these Terms & Conditions at any time, on giving reasonable prior notice to you.

23. Jurisdiction

These Terms & Conditions shall be interpreted, construed and enforced in accordance with Dutch law and shall be subject to the exclusive jurisdiction of the Dutch Courts. Where applicable your statutory rights are unaffected.