

IPS Controllers Terms of Service

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These terms of service ("Terms") cover your use and access to the system, digital controllers, client software and websites ("Services") provided by IPS Controllers. Our Privacy Policy explains how we collect and use your information. By using our Services, you're agreeing to be bound by these Terms, and to review our Privacy Policy. If you're using our Services for an organization, you're agreeing to these Terms on behalf of that organization.

1. Basic Terms

You are responsible for your use of the Services, for any Content the Services generates, and for any consequences thereof. The Content you use or submit, post, or display will be for your own use in this Services and through third party services and websites.

2. Your Stuff & Your Permissions

When you use the Services, the controllers generate things like files, content, email messages, contacts and so on ("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 hosting Your Stuff, backing it up, and sharing it when you ask us to. Our Services also provide you with features like document previews, easy sorting, editing, sharing and searching. These and other features may require our systems to access, store and scan Your Stuff. You give us permission to do those things, and this permission extends to trusted third parties we work with.

3. 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.

4. Content on the Services

All Content, whether generated, posted or privately transmitted, is the sole responsibility of the person who originated such content. Any use or reliance on any Content or materials via the Services or obtained by you through the Services is at your own risk.

We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications via the Services. You understand that by using the Services, you may have content that might have some inaccurate numbers Under no circumstances will IPS Controllers be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Services.

5. Our Stuff

The Services is 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, logos and other brand features. We welcome feedback, but note that we may use comments or suggestions without any obligation to you.

IPS Controllers Monitoring

Email address. If you sign up for a IPS Controllers monitoring account with an email address provisioned by your employer, your employer may be able to block your use of IPS Controllers.

Services "AS IS"

Your access to and use of the Services or any Content are at your own risk. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis.

Without limiting the foregoing, to the maximum extent permitted under applicable law, IPS CONTROLLERS DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

The IPS CONTROLLERS make no warranty and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; and (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the IPS Controllers Entities or through the Services, will create any warranty not expressly made herein.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL IPS CONTROLLERS, ITS AFFILIATES, SUPPLIERS OR DISTRIBUTORS BE LIABLE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR

CONSEQUENTIAL DAMAGES OR ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT IPS CONTROLLERS HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; (B) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES MORE THAN THE GREATER OF \$20 OR THE AMOUNTS PAID BY YOU TO IPS CONTROLLERS FOR THE PAST 12 MONTHS OF THE SERVICES IN QUESTION. Some states 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 IPS Controllers, you agree to try to resolve the dispute informally by contacting chuck@IPSControllers.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 IPS Controllers may bring a formal proceeding.

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 California law except for its conflicts of laws principles.

Entire Agreement

These Terms constitute the entire agreement between you and IPS Controllers 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

IPS Controllers 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. IPS Controllers 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 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.