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# Terms and Conditions

[dnswatchdog.io](https://dnswatchdog.io)



## Agreement to Our Legal Terms

We are DNS Watchdog Ltd. ('Company', 'we', 'us', or 'our'), a company registered in the United Kingdom at 167-169 Great Portland Street, 5th Floor, London W1W 5PF.

We operate the website <https://dnswatchdog.io> (the 'Site'), as well as any other related products and services that refer or link to these legal terms (the 'Legal Terms') (collectively, the 'Services').

You can contact us by email at [contact@dnswatchdog.io](mailto:contact@dnswatchdog.io) or by mail to 167-169 Great Portland Street, 5th Floor, London W1W 5PF, United Kingdom.

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ('you'), and DNS Watchdog Ltd., concerning your access to and use of the Services. By accessing the Services, you confirm that you have read, understood, and agree to be bound by these Legal Terms. If you do not agree with these Legal Terms, please do not use the Services.

Supplemental terms and conditions or documents that may be posted on the Services from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Legal Terms from time to time. We will alert you about any changes by updating the 'Last updated' date of these Legal Terms. For material changes that affect your rights or obligations, we will notify you by email at least thirty (30) days before the changes take effect. It is your responsibility to periodically review these Legal Terms to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Legal Terms by your continued use of the Services after the date such revised Legal Terms are posted.

The Services are intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Services.

We recommend that you print a copy of these Legal Terms for your records.

## Summary

Here's a plain-language overview of what these terms cover:

- **Your subscription:** You pay a recurring fee for access to DNS Watchdog. You can cancel any time, and UK/EU consumers have a 14-day cooling-off period for refunds.
- **Your data:** You own your data. You can export it at any time through the application dashboard, and you'll have 30 days to export after account closure.
- **Our service commitment:** We target 99.9% uptime and offer service credits if we fall short.

- **Fair use:** Use the Services for their intended purpose. Don't try to reverse engineer them or use them to build a competing product.
- **Confidentiality:** Both parties agree to keep each other's confidential information secure.
- **Privacy:** We take your privacy seriously. See our [Privacy Policy](#) and [Data Protection Policy](#) for full details.
- **Changes:** We'll give you at least 30 days' email notice before making material changes to these terms.

The full legal terms below govern your use of the Services. If anything in this summary conflicts with the detailed terms, the detailed terms prevail.

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## 1. Our Services

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Services are not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may not use the Services. You may not use the Services in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

## 2. Intellectual Property Rights

### Our intellectual property

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the 'Content'), as well as the trademarks, service marks, and logos contained therein (the 'Marks').

Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in the United States and around the world.

The Content and Marks are provided in or through the Services 'AS IS' for your internal business purpose only.

### Your use of our Services

Subject to your compliance with these Legal Terms, including the 'Prohibited Activities' section below, we grant you a non-exclusive, non-transferable, revocable licence to:

- Access the Services; and

- Download or print a copy of any portion of the Content to which you have properly gained access,

solely for your internal business purpose.

Except as set out in this section or elsewhere in our Legal Terms, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

If you wish to make any use of the Services, Content, or Marks other than as set out in this section or elsewhere in our Legal Terms, please address your request to: [contact@dnswatchdog.io](mailto:contact@dnswatchdog.io). If we ever grant you the permission to post, reproduce, or publicly display any part of our Services or Content, you must identify us as the owners or licensors of the Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.

We reserve all rights not expressly granted to you in and to the Services, Content, and Marks.

Any breach of these Intellectual Property Rights will constitute a material breach of our Legal Terms and your right to use our Services will terminate immediately.

## **Your submissions and contributions**

Please review this section and the 'Prohibited Activities' section carefully prior to using our Services to understand the (a) rights you give us and (b) obligations you have when you post or upload any content through the Services.

**Submissions:** By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Services ('Submissions'), you grant us a non-exclusive, worldwide, royalty-free, perpetual, irrevocable licence to use, reproduce, modify, and incorporate such Submission into the Services or our business operations for any lawful purpose, without obligation of acknowledgment or compensation. You retain ownership of your Submissions.

**Contributions:** The Services may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality during which you may create, submit, post, display, transmit, publish, distribute, or broadcast content and materials to us or through the Services, including but not limited to text, writings, video, audio, photographs, music, graphics, comments, reviews, rating suggestions, personal information, or other material ('Contributions'). Any Submission that is publicly posted shall also be treated as a Contribution.

You understand that Contributions may be viewable by other users of the Services and possibly through third-party websites.

**When you post Contributions, you grant us a licence:** By posting any Contributions, you grant us a non-exclusive, royalty-free, worldwide licence to host, store, cache, display, reproduce, reformat, and distribute your Contributions solely in connection with operating and providing the Services, and to create backups and archives of such Contributions. This licence continues for as long as your Contributions remain on the Services, and for a reasonable period thereafter to allow for the removal of cached or archived copies.

**You are responsible for what you post or upload:** By sending us Submissions and/or posting Contributions through any part of the Services or making Contributions accessible through the Services by linking your account through the Services to any of your social networking accounts, you:

- Confirm that you have read and agree with our 'Prohibited Activities' and will not post, send, publish, upload, or transmit through the Services any Submission nor post any Contribution that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading;
- To the extent permissible by applicable law, waive any and all moral rights to any such Submission and/or Contribution;
- Warrant that any such Submission and/or Contributions are original to you or that you have the necessary rights and licences to submit such Submissions and/or Contributions and that you have full authority to grant us the above-mentioned rights in relation to your Submissions and/or Contributions; and
- Warrant and represent that your Submissions and/or Contributions do not constitute confidential information.

You are solely responsible for your Submissions and/or Contributions and you expressly agree to reimburse us for any and all losses that we may suffer because of your breach of (a) this section, (b) any third party's intellectual property rights, or (c) applicable law.

**We may remove or edit your Content:** Although we have no obligation to monitor any Contributions, we shall have the right to remove or edit any Contributions at any time without notice if in our reasonable opinion we consider such Contributions harmful or in breach of these Legal Terms. If we remove or edit any such Contributions, we may also suspend or disable your account and report you to the authorities.

### 3. User Representations

By using the Services, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Legal Terms; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Services

through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Services for any illegal or unauthorised purpose; and (7) your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

## **4. User Registration**

You may be required to register to use the Services. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

## **5. Purchases and Payment**

We accept the following forms of payment:

- Visa
- Mastercard
- American Express
- Apple Pay
- Google Pay

Additional payment methods may be available through our payment processor, Stripe.

You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Services. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in GBP.

You agree to pay all charges at the prices then in effect for your purchases, and you authorise us to charge your chosen payment provider for any such amounts upon placing your order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

We reserve the right to refuse any order placed through the Services for a legitimate reason, including suspected fraud, abuse, or violation of these Legal Terms. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing address.

We reserve the right to limit or prohibit orders that, in our sole judgement, appear to be placed by dealers, resellers, or distributors.

## **6. Subscriptions**

### **Billing and Renewal**

Your subscription will continue and automatically renew unless cancelled. You consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until such time as you cancel the applicable order. The length of your billing cycle will depend on the type of subscription plan you choose when you subscribed to the Services.

### **Cancellation and Refunds**

You can cancel your subscription at any time by contacting us using the contact information provided below. Your cancellation will take effect at the end of the current paid term.

If you are a consumer in the United Kingdom or European Union, you have the right to cancel your subscription within 14 days of your initial purchase for a full refund, in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or equivalent local consumer protection laws. To exercise this right, please contact us at [contact@dnswatchdog.io](mailto:contact@dnswatchdog.io) within the 14-day period.

Outside of the statutory cooling-off period, subscriptions are non-refundable for the current billing period. If you cancel, you will continue to have access to the Services until the end of your current paid term.

If you believe you have been charged in error, please contact us at [contact@dnswatchdog.io](mailto:contact@dnswatchdog.io) and we will review your case promptly.

### **Fee Changes**

We may, from time to time, make changes to the subscription fee. We will notify you of any price changes by email at least thirty (30) days before the new fee takes effect. If you do not agree to the new fee, you may cancel your subscription before the new fee takes effect, and you will not be charged the increased amount. Your continued use of the Services after the new fee takes effect constitutes your acceptance of the updated pricing.

## 7. Service Level Agreement

We target 99.9% monthly uptime for the Services ('Uptime Target'), measured as the percentage of time the core platform services are available during a calendar month, excluding scheduled maintenance windows. Scheduled maintenance windows will not exceed eight (8) hours per calendar month in aggregate, and we will use reasonable efforts to provide at least forty-eight (48) hours' advance notice of planned maintenance via email or in-app notification.

If we fail to meet the Uptime Target in any calendar month, affected customers on a paid subscription may request a service credit by contacting us at [contact@dnswatchdog.io](mailto:contact@dnswatchdog.io) within thirty (30) days of the end of the affected month. Service credits are calculated as follows:

| Monthly Uptime | Credit (% of monthly fee) |
|----------------|---------------------------|
| 99.0% – 99.9%  | 10%                       |
| 95.0% – 99.0%  | 25%                       |
| Below 95.0%    | 50%                       |

Service credits are applied to future invoices and do not entitle you to a cash refund. Credits may not exceed 50% of your monthly subscription fee for the affected month. This SLA does not apply during beta or trial periods, or where downtime results from factors outside our reasonable control (see Force Majeure).

## 8. Acceptable Use

Your use of the Services is also subject to our [Acceptable Use Policy](#), which is incorporated into these Legal Terms by reference. The Acceptable Use Policy sets out additional expectations for responsible use of the platform, including rules around data handling, system access, and security practices.

## 9. Prohibited Activities

You may not access or use the Services for any purpose other than that for which we make the Services available. For the avoidance of doubt, your use of the Services for your own internal business purposes (including DNS security monitoring, auditing, and related activities) is the intended and permitted commercial use. The Services may not be used in connection with any other commercial endeavours except those that are specifically endorsed or approved by us.

As a user of the Services, you agree not to:

- Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
- Knowingly make false statements intended to harm the reputation of us and/or the Services.
- Use any information obtained from the Services in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Services in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorised framing of or linking to the Services.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools, except through our published APIs and integrations used in accordance with their documentation.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ('gifs'), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as 'spyware' or 'passive collection mechanisms' or 'pcms').
- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
- Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.

- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorised script or other software.
- Use a buying agent or purchasing agent to make purchases on the Services.
- Make any unauthorised use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences.
- Reverse engineer, scrape, or systematically extract data from the Services for the purpose of building a competing product or service.

## 10. User Generated Contributions

The Services may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Services, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, 'Contributions'). Contributions may be viewable by other users of the Services and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

- The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- You are the creator and owner of or have the necessary licences, rights, consents, releases, and permissions to use and to authorise us, the Services, and other users of the Services to use your Contributions in any manner contemplated by the Services and these Legal Terms.
- You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Services and these Legal Terms.
- Your Contributions are not false, inaccurate, or misleading.
- Your Contributions are not unsolicited or unauthorised advertising, promotional

materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.

- Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libellous, slanderous, or otherwise objectionable (as determined by us).
- Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
- Your Contributions do not violate any applicable law, regulation, or rule.
- Your Contributions do not violate the privacy or publicity rights of any third party.
- Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
- Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- Your Contributions do not otherwise violate, or link to material that violates, any provision of these Legal Terms, or any applicable law or regulation.

Any use of the Services in violation of the foregoing violates these Legal Terms and may result in, among other things, termination or suspension of your rights to use the Services.

## **11. Contribution Licence**

By posting your Contributions to any part of the Services, you automatically grant, and you represent and warrant that you have the right to grant, to us a non-exclusive, royalty-free, worldwide licence to host, store, cache, display, reproduce, reformat, and distribute such Contributions solely in connection with operating and providing the Services, and to create backups and archives of such Contributions. This licence continues for as long as your Contributions remain on the Services, and for a reasonable period thereafter to allow for the removal of cached or archived copies.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Services. You are solely responsible for your Contributions to the Services and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorise any Contributions to place them in more appropriate locations on the Services; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

## **12. Third-Party Websites and Content**

The Services may contain (or you may be sent via the Site) links to other websites ('Third-Party Websites') as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ('Third-Party Content'). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Services or any Third-Party Content posted on, available through, or installed from the Services, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Services and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Legal Terms no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Services or relating to any applications you use or install from the Services. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us blameless from any harm caused by your purchase of such products or services. Additionally, you shall hold us blameless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

## **13. Services Management**

We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Legal Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion, to remove from the Services or otherwise disable files and content that are excessive in size or are in any way burdensome to our systems, provided that we will use reasonable efforts to notify you before removing any customer data (such as DNS records, audit trails, or scan results) and give you a reasonable opportunity to reduce the size or export the data; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

## 14. Privacy Policy

We care about data privacy and security. Please review our [Privacy Policy](#). By using the Services, you agree to be bound by our Privacy Policy, which is incorporated into these Legal Terms. Please be advised the Services are hosted in the United Kingdom and United States. If you access the Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United Kingdom and United States, then through your continued use of the Services, you are transferring your data to the United Kingdom and United States, and you expressly consent to have your data transferred to and processed in the United Kingdom and United States.

## 15. Data Export and Portability

During your subscription, you may export your data at any time through the application dashboard. We support export of DNS records, audit trails, and other customer data in standard formats (such as JSON or CSV). Upon termination of your account for any reason, you will have a period of thirty (30) days to export your data before it is deleted in accordance with our [Data Protection Policy](#).

## 16. Confidentiality

Each party acknowledges that in the course of using or providing the Services, it may receive or have access to confidential information of the other party ('Confidential Information'). Confidential Information includes, but is not limited to: customer DNS records, provider credentials, security scan results, audit trails, business plans, technical data, product plans, and any other information that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

Each party agrees to: (a) hold the other party's Confidential Information in strict confidence; (b) not disclose Confidential Information to any third party except as expressly permitted under these Legal Terms or with the disclosing party's prior written consent; and (c) use the other party's Confidential Information only for the purposes of performing its obligations or exercising its rights under these Legal Terms.

Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the receiving party; (b) was already known to the receiving party without restriction prior to disclosure; (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (d) is rightfully received from a third party without restriction on disclosure.

A party may disclose Confidential Information to the extent required by law, regulation, or court order, provided that the disclosing party is given reasonable advance notice (where legally permitted) and the disclosure is limited to the minimum extent necessary.

The obligations of confidentiality under this section shall survive termination of these Legal Terms for a period of three (3) years.

## 17. Term and Termination

These Legal Terms shall remain in full force and effect while you use the Services.

We reserve the right to suspend or terminate your access to the Services if you breach any provision of these Legal Terms or any applicable law or regulation. Where practicable, we will provide you with reasonable notice and an opportunity to remedy the breach before termination, unless the breach is serious enough to warrant immediate action (for example, illegal activity, fraud, or conduct that threatens the security of the Services or other users).

If we terminate your account without cause (i.e. not due to a breach by you), we will provide at least thirty (30) days' prior written notice and will refund any prepaid fees on a pro-rata basis for the unused portion of your subscription.

Upon termination for any reason, you will have a period of thirty (30) days to export your data from the Services (see Data Export and Portability). After this period, we may delete your account and associated data in accordance with our [Privacy Policy](#) and [Data Protection Policy](#).

If we terminate or suspend your account due to a breach of these Legal Terms, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## 18. Modifications and Interruptions

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion. For material changes to features that paying subscribers rely on, we will use reasonable efforts to provide at least thirty (30) days' advance notice. However, we have no obligation to update any information on our Services. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.

We target 99.9% uptime for the Services, but we cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or

need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. Where possible, we will provide advance notice of planned maintenance. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Legal Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

## **19. Governing Law**

These Legal Terms are governed by and interpreted following the laws of the United Kingdom, and the use of the United Nations Convention of Contracts for the International Sales of Goods is expressly excluded. If your habitual residence is in the EU, and you are a consumer, you additionally possess the protection provided to you by obligatory provisions of the law in your country of residence. DNS Watchdog Ltd. and yourself both agree to submit to the non-exclusive jurisdiction of the courts of the United Kingdom, which means that you may make a claim to defend your consumer protection rights in regards to these Legal Terms in the United Kingdom, or in the EU country in which you reside.

## **20. Dispute Resolution**

### **Informal Negotiations**

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Legal Terms (each a 'Dispute' and collectively, the 'Disputes') brought by either you or us (individually, a 'Party' and collectively, the 'Parties'), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating any formal proceedings. Such informal negotiations commence upon written notice from one Party to the other Party.

### **Optional Arbitration**

If a Dispute cannot be resolved through informal negotiations, either Party may elect to submit the Dispute to binding arbitration. Arbitration shall be conducted by one arbitrator in accordance with the Arbitration Rules of the London Court of International Arbitration (LCIA). The seat of arbitration shall be London, United Kingdom. The language of the proceedings shall be English. Applicable rules of substantive law shall be the law of the United Kingdom.

Nothing in this section prevents either Party from seeking injunctive or other equitable relief from the courts at any time. Consumers in the United Kingdom or European Union retain the right to bring proceedings in the courts of their country of habitual residence.

## **Restrictions**

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilise class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

## **Exceptions to Informal Negotiations and Arbitration**

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorised use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

## **21. Corrections**

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

## **22. Disclaimer**

The Services are provided on an 'as-is' and 'as-available' basis. You agree that your use of the Services will be at your sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the Services and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranties or

representations about the accuracy or completeness of the Services' content or the content of any websites or mobile applications linked to the Services and we will assume no liability or responsibility for any (1) errors, mistakes, or inaccuracies of content and materials, (2) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Services, (3) any unauthorised access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (4) any interruption or cessation of transmission to or from the Services, (5) any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Services by any third party, and/or (6) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the Services. We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Services, any hyperlinked website, or any website or mobile application featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgement and exercise caution where appropriate.

Nothing in this section excludes or limits liability that cannot be excluded or limited under applicable law, including liability for death or personal injury caused by negligence, fraud, or fraudulent misrepresentation.

## 23. Limitations of Liability

**To the maximum extent permitted by law, in no event will we or our directors, employees, or agents be liable to you or any third party for any indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the Services, even if we have been advised of the possibility of such damages.**

**Notwithstanding anything to the contrary contained herein, our total aggregate liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to us during the twelve (12) month period prior to any cause of action arising.**

Certain UK, EU, and US state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers or limitations may not apply to you, and you may have additional rights. Nothing in these Legal Terms excludes or limits our liability for: (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; (c) any breach of our obligations under applicable data protection laws (including the UK GDPR and EU GDPR); or (d) any other liability that cannot be excluded or limited by applicable law.

## **24. Indemnification**

### **Your Indemnification of Us**

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) your breach of these Legal Terms; (3) any breach of your representations and warranties set forth in these Legal Terms; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Services with whom you connected via the Services.

### **Our Indemnification of You**

We agree to defend, indemnify, and hold you harmless from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party alleging that the Services, as provided by us and used in accordance with these Legal Terms, infringe or misappropriate any third party's intellectual property rights. This obligation does not apply to the extent that the claim arises from: (a) your modification of the Services; (b) your combination of the Services with products, services, or data not provided by us; (c) your use of the Services in a manner not authorised by these Legal Terms; or (d) your continued use of the Services after we have notified you of modifications to avoid the alleged infringement.

### **Indemnification Procedures**

The indemnifying party's obligations are conditioned on the indemnified party: (a) promptly notifying the indemnifying party in writing of the claim (provided that failure to provide prompt notice shall only reduce the indemnifying party's obligations to the extent it is materially prejudiced by such failure); (b) granting the indemnifying party sole control of the defence and settlement of the claim; and (c) providing reasonable cooperation at the indemnifying party's expense. The indemnifying party shall not settle any claim in a manner that imposes obligations on the indemnified party or admits fault on behalf of the indemnified party without the indemnified party's prior written consent.

## **25. User Data**

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services.

We perform regular routine backups of data and implement industry-standard security measures to protect it. However, you are responsible for maintaining your own copies of data that you transmit or that relates to any activity you have undertaken using the Services. You may export your data at any time through the application dashboard. While we take reasonable steps to prevent data loss, you agree that our liability for any loss or corruption of data shall be limited to using commercially reasonable efforts to restore data from our most recent backup. Nothing in this section excludes or limits liability that cannot be excluded or limited under applicable law.

## **26. Electronic Communications, Transactions, and Signatures**

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing. You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or via the Services. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

## **27. California Users and Residents**

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

## **28. Export Control and Sanctions**

The Services may not be used, exported, or re-exported in violation of any applicable export control or sanctions laws and regulations, including those of the United Kingdom, the European Union, and the United States. You represent and warrant that: (a) you are not located in, or a resident or national of, any country that is subject to comprehensive government sanctions; (b) you are not listed on any applicable government restricted party list; and (c) you will not use the Services in any manner that would violate applicable export control or sanctions laws.

## 29. Anti-Corruption

Each party agrees to comply with all applicable anti-bribery and anti-corruption laws, including the UK Bribery Act 2010. Neither party shall, directly or indirectly, offer, promise, give, or authorise the giving of any financial or other advantage to any person in order to obtain or retain business or any improper advantage in connection with these Legal Terms.

## 30. Sub-Processor Changes

We may engage new sub-processors to assist in providing the Services. We will notify you by email at least thirty (30) days before authorising any new sub-processor to process your data. If you have a reasonable objection to a new sub-processor, you may notify us in writing within the thirty (30) day notice period, and we will use reasonable efforts to make available to you a change in the Services or recommend a commercially reasonable alternative. If we are unable to provide such an alternative within a reasonable timeframe, you may terminate your subscription by providing written notice, and we will refund any prepaid fees on a pro-rata basis for the unused portion of your subscription. A current list of our sub-processors is available in our [Data Protection Policy](#).

## 31. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under these Legal Terms where such failure or delay results from circumstances beyond the reasonable control of that party, including but not limited to: acts of God, natural disasters, pandemic or epidemic, war, terrorism, riots, government actions or orders, power failures, internet or telecommunications failures, cyberattacks, or failures of third-party service providers. The affected party shall use reasonable efforts to mitigate the effects of the force majeure event and shall resume performance as soon as reasonably practicable.

## 32. Miscellaneous

These Legal Terms and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time, provided that we will notify you by email at least thirty

(30) days in advance of any such assignment, and you may terminate your subscription without penalty if you do not wish to continue under the assignee. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Legal Terms or use of the Services. You agree that these Legal Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defences you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

### **33. Contact Us**

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at:

DNS Watchdog Ltd. 167-169 Great Portland Street 5th Floor London W1W 5PF United Kingdom

Email: [contact@dnswatchdog.io](mailto:contact@dnswatchdog.io)