Cybrook Software Terms of Services

Thank you for using Cybrook websites, products, services and software (referred to as Software hereafter). By using our Software, you agree to these terms. Please read them carefully.

Use of our Software

You must follow any policies and terms made available to you by Cybrook in order to use Cybrook Software. To ensure the safety of others, please use our Software legally and lawfully. You will be held personally liable for any unlawful actions. Only monitor places and other devices that are permitted by the law. Failure to comply with the law or our terms and policies may result in suspension of our services to you.

Your use of our Software does not give you ownership of any of the intellectual property rights of our Software.

By using our Software you agree to have us send you announcements, administrative messages, and other information.

Your Account

You may use third party accounts to use our Software. In the event that you do, it is your responsibility to obtain and maintain your third-party account according to the terms and conditions of the third-party. Cybrook will not access or store your third-party account password in our Cybrook server. All passwords will remain confidential to the user. Please keep your account and password secure and safe. If any unauthorized use of your account is found, please follow the procedures and policies of your account provider to solve the problem.

Privacy Protection

Our privacy policy explains how we handle your personal data and how we protect your privacy when using our Software. By using our Software, you agree that Cybrook can use such data in accordance with our privacy policies.

About Software in our Services

Cybrook gives you a personal, worldwide, non-assignable, and non-exclusive license to use the software provided to you by Cybrook as part of the services. This license is to be used for the sole purpose of enabling you to use Cybrook Software in the manner permitted by these terms. You may not copy, modify, distribute, sell, or lease any part of our software, nor may you reverse engineer or attempt to extract the source code of that software.

Some components used in our Software may be offered under an open source license that we will make available to you. There may be provisions in the open source license that override some of these terms.
Modifying and Terminating our Services

We are constantly changing and improving our Software and as a result may add or remove functionalities or features as needed as well as possibly suspending or stopping the service altogether. If you have paid for the Software within a specific term, Cybrook will honor that term. You can stop using our Software at any time.

Our Warranties and Disclaimers

Our Software is provided to you using a commercially reasonable level of skill and care. However, we do not guarantee the Software will work all the time according to your expectations.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR ADDITIONAL TERMS, NEITHER CYBROOK NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT OUR SOFTWARE, THE SPECIFIC FUNCTION OF THE SOFTWARE, OR THE RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SOFTWARE “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.

Liability for our Services

WHEN PERMITTED BY LAW, CYBROOK, AND CYBROOK’S SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF CYBROOK, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIM UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SOFTWARE.

IN ALL CASES, CYBROOK, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES.

Business use of our Software

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

About these Terms

We may modify these terms or any additional terms to reflect changes to the law or changes to our Software at any time. You should check these terms regularly. Notices of modifications to these terms will be posted on this website and other websites where our software may be downloaded. All changes will come into effect immediately. If you do not agree to the modified terms for our Software, you should discontinue the use of
our Software. Your continued use of our software after a change in the terms will imply that you accept the new terms of use of our Software.

All conflicts resulting from these terms and additional terms will be resolved using the additional terms.

Please note that these terms express the relationship between Cybrook and you. They do not create any third party beneficiary rights.

If you do not comply with these terms, we have a right to take whatever actions we deem necessary, immediately or in the future.

If it turns out that a particular term is not enforceable, this will not affect any other terms.

The laws of California, U.S.A., excluding California’s conflict of laws rules, will apply to any disputes arising out of or relating to these terms of use of the Software. All claims arising out of or relating to these terms of the use of our Software will be litigated exclusively in the federal or state courts of Alameda County, California, USA, and you and Cybrook consent to personal jurisdiction in those courts.

Last Update: April 25, 2015