



# VIGILANT

A l w a y s B e

## Terms & Conditions

Version 1.4

Last Update: Sep 2022

### 1. Introduction

- 1.1. VIGILANT provides a secure online file transfer service that allows the user to upload, submit, store, transfer, receive, collect, track, and protect intellectual property of data, information and files. The User retains all rights, responsibilities, and liability for their Content. The use of and access to the services, software, website and/or applications are governed by the following Terms & Conditions

### 2. The Services Terms and Conditions:

- 2.1. By using the Services directly or through a third-party application, plug-in, extension, or integration) the user agrees and accepts these Terms and Conditions.
- 2.2. If the Services include, are used in connection with, or are integrated in the services of third parties, the terms, and conditions, notice and take down policies and/or privacy and cookie policies of those third parties may apply in addition to these Terms and Conditions.
- 2.3. If the user is using the Services on behalf of their employer or another organization, the user agrees to the terms of that organization, and warrants that they have the requisite authority from the employer/organization to utilise VIGILANT's services. VIGILANT is not responsible for any third-party services, terms and/or policies.
- 2.4. VIGILANT can amend these Terms and Conditions from time to time. The amended Terms and Conditions will become effective upon them being posted on

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[vigilant.ws](https://vigilant.ws)

Vigilant IT (Pty) Ltd. SA Company Registration Nr: K2022378589  
Registered Address: 30 Galway Road, Parkview, Johannesburg, Gauteng, 2193, South Africa

✉: [support@vigilant.ws](mailto:support@vigilant.ws), ☎ : +27 83 235 8241

Directors: Jonathan Shearer, Dirk Noeth

the VIGILANT website. By continuing the use of the Services, you accept the amended Terms and Conditions

- 2.5. These Terms and Conditions will supersede all prior oral and written quotations, terms, communications, agreements, and understandings between the user and VIGILANT.

### **3. VIGILANT File Transfer:**

- 3.1. VIGILANT File Transfers allows users to transfer your Content to others.
- 3.2. VIGILANT File Transfers provides the possibility to transfer Content up to a maximum total capacity. Uploaded Content is stored on VIGILANT's infrastructure for a limited period after which the ability to access and/or download expires. Depending on the transfer type some limitations apply, which you can find at [vigilant.ws](http://vigilant.ws).
- 3.3. After the expiry period, VIGILANT will permanently delete the uploaded files. These files will not be available nor retrievable after that.
- 3.4. The base functionality of VIGILANT File Transfer is currently free for registered users. It is offered with no guarantees or warranties as to the provision of this service.
- 3.5. VIGILANT treats Content as confidential and does not control the use of download links, regardless of whether they are originally distributed by VIGILANT or by the user. Recipients can forward the links and allow others to use them. The user is solely responsible for the Content uploaded and transferred.
- 3.6. VIGILANT Professional and Enterprise services are paid subscription versions that - compared to the free version - offer you a set of premium services and different subscription terms. You can find more information at [vigilant.ws](http://vigilant.ws).
- 3.7. VIGILANT reserves the right to automatically delete all Content uploaded by users after their subscription is ended or registration cancelled or suspended for any reason. Premium service subscribers can access their content for a further maximum period of 28 days after subscription-end.

### **4. Payment Terms and Conditions:**

- 4.1. For users on paid subscription services, the initial subscription term only starts once the fees due have been paid in full.
- 4.2. We may introduce or change the fees for the Services from time to time, for which we will give you advance notice. Fixed term and/or fixed price subscriptions, will remain unchanged and in force for the fixed term. If a user does not agree with the price change, they may cancel their subscription and stop using the Services by the end of the then-current Service term. If a user continues to use the Services after the price change goes into effect, VIGILANT accepts that

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the user agrees to pay the updated price. New Fee introductions will require prior consent users and registration.

- 4.3. Payment methods can be changed in the account settings of the respective Service or by contacting [vigilant.ws](http://vigilant.ws).
- 4.4. VIGILANT may suspend or cancel the Services if a payment is not successfully settled. Suspension or cancellation of the Services for non-payment can result in a loss of access and use of the account and its Content.

## **5. Term and Cancellation of a Subscription:**

- 5.1. The initial subscription term varies depending on the user's subscription choice and/or the Service it applies to.
- 5.2. The subscription period will be renewed automatically for the selected subscription period unless cancelled before the last day of the current subscription period.
- 5.3. In case of a cancellation, the user will continue to have access to the Services until the end of their paid subscription period
- 5.4. Cancellation does not give any right to reimbursement of the subscription fee.
- 5.5. The user will have the right to cancel the subscription at any time, with the subscription to be discontinued at the end of the current paid-for subscription period. No reimbursements will be offered on cancellation of subscriptions.
- 5.6. Upon cancellation or if a payment is not successfully settled, the account will be deactivated after the end of the current subscription period. Access to transfer history and premium features will also be disabled at the end of the subscription period and your account will default to our basic free service. Users can reactivate their premium subscription at any time in their account settings by making a payment utilising our online platform or any other terms that might be agreed upon. Subscriptions will then be renewed as from the day of reactivation.
- 5.7. VIGILANT does not guarantee the retention of any content stored using the Service(s) after a subscription lapses and any user information, including their personal content, settings, address book and any files stored for transfer may be permanently deleted from our servers on any lapse in subscription.

## **6. Content Ownership:**

- 6.1. VIGILANT does not claim any ownership of the Content users create, use, store or transfer through the Services and users are solely responsible for it. Also, the subscriber/user remains solely responsible for sharing transfer details with the correct recipients. Any liability for damages relating to the Content vests with the individual that creates, uses, stores and/or transfers it within the Services. The subscriber acknowledges that download and/or access links can be forwarded

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- and that recipients having access to such links, can access the Content it's connected to.
- 6.2. Some of the Services allow users to protect Content or transfers with a password, 2-factor authentication and/or their own Terms and Conditions. The user is solely responsible for the confidentiality and/or the distribution of passwords and Terms and Conditions.
  - 6.3. By using VIGILANT's services, the user warrants that they have all the required appropriate permissions (including from copyright and other intellectual property rights owners) to distribute, sub-license, transfer, store and/or make the Content online available as part of the Services.
  - 6.4. VIGILANT is not liable to any user or third party for any damages arising out of or in relation to the Content created, used, stored or transferred by users within VIGILANT's Services, including but not limited to, copyright protected works and/or trademarks.
  - 6.5. VIGILANT does not provide any public search function, catalogue or listing to find user content.

## **7. Restrictions:**

- 7.1. VIGILANT respects the user's rights and requires users to also respect those of others, including VIGILANT and third parties. This includes respecting the right to privacy, corporate intelligence, business secrets and intellectual property rights, such as trademarks, copyrights, trade names and logos.
- 7.2. The user is not allowed to use the Services to commit, promote, enable or facilitate any unlawful or criminal acts or breach of these Terms and Conditions or facilitate or promote others to do so.
- 7.3. As a condition to make use of the Services the user agrees not to create, use, store or transfer any Content that:
  - 7.3.1. features CSAI (child sexual abuse imagery);
  - 7.3.2. is obscene, defamatory, libellous, slanderous, profane, indecent, discriminating, threatening, abusive, harmful, lewd, vulgar, or unlawful;
  - 7.3.3. promotes racism, violence or hatred;
  - 7.3.4. is factually inaccurate, false, misleading, misrepresenting or deceptive;
  - 7.3.5. infringes, violates or misappropriates intellectual property rights, privacy rights, including data protection rights, and/or any other kind of rights;
  - 7.3.6. infringes on or violates any applicable law or regulation; and/or
  - 7.3.7. constitutes 'hate speech', whether directed at an individual or a group, and whether based upon the race, sex, creed, national origin, religious affiliation, sexual orientation, language or another characteristic of such individual or group.
- 7.4. In addition, by signing up on VIGILANT's platform, users are agreeing not to utilise the VIGILANT platform and Services to:

- 7.4.1. abuse, harass, stalk, intimidate, threaten, commit violence, or otherwise act unlawful, or encourage anyone else to do so;
- 7.4.2. impersonate or falsely pretend affiliation with any person or entity;
- 7.4.3. access any non-public areas of the Services;
- 7.4.4. interfere with any access or use restrictions;
- 7.4.5. use any data mining or data gathering or extraction methods, or otherwise collect information about the users of the Services;
- 7.4.6. send viruses, worms, malware, ransomware, junk email, spam, chain letters, phishing emails, unsolicited messages, promotions or advertisements of any kind and for any purpose;
- 7.4.7. interfere with, damage or disrupt the Services or act in a way that may do so;
- 7.4.8. attempt to probe, scan, compromise or test the vulnerability of the Services or any related service, system or network or breach any security or authentication.
- 7.4.9. use automated means to access or use the Services without the permission of VIGILANT.
- 7.4.10. reverse engineer or decompile any part of the Services;
- 7.4.11. resell, sublicense, rent, lease, offer or otherwise commercialize the Services without our permission; and/or
- 7.4.12. allow others to use the user's account.

## **8. Violation of the Terms of Service:**

- 8.1. VIGILANT reserves the right to investigate, provide to third parties, temporarily block and/or permanently delete from its servers, without prior notice or liability, any Content and/or account information or to block anyone from accessing any part of the Services, when VIGILANT ascertains, at its sole discretion or after receiving substantiated and valid complaints, of a breach these Terms and Conditions or act in violation of any applicable law or regulation.

## **9. Intellectual Property Rights:**

- 9.1. All intellectual property rights and/or similar rights on the Services (including the software, content, logos, trademarks, trade names, domain names, copyrights and patents) are vested in VIGILANT and/or its licensors and neither users nor any other third parties are not allowed to use, remove, modify, copy, mirror, distribute, decompile, or reverse engineer any of it in any way.
- 9.2. VIGILANT is not responsible or liable for third party content published within the Services, in-ad links to external websites or the content, products or services

offered on external websites. The user acknowledges and accepts that all use outside the Services is at their own risk.

- 9.3. The user will always respect and observe the good name and reputation of VIGILANT and ensure that their use of the Services will in no way prejudice any rights and/or the good name and reputation of VIGILANT and its licensors.

## **10. Disclaimer and Account Registration:**

- 10.1. VIGILANT provides the Services as is, without any warranty of any kind. Without limiting the foregoing, VIGILANT explicitly disclaims any warranties of merchantability, fitness for a particular purpose and non-infringement. VIGILANT makes no warranty that the Services are available on an uninterrupted, secure or error-free basis. Use of the Services is at the user's own risk. By using our services, users acknowledge and agree that VIGILANT is not responsible for any damages to their or any third party's computer system or mobile devices as a result of the use of VIGILANT's Services. Further, users acknowledge and agree that VIGILANT is not responsible for any failure of the Services to store, transfer or delete a file or for the corruption or loss of any data, information or Content contained in a file.
- 10.2. VIGILANT may change, terminate or expand its Services from time to time and reserves the right to limit access to or eliminate any features or functionality of the Services at its own discretion.
- 10.3. The VIGILANT services require registration and users need to provide VIGILANT with data such as their email address, password and /or payment details. Users must ensure that these are accurate and kept updated in their account settings. Users are responsible for any activity from or by their account, so should not share passwords. Should registrations or account data appear to be misused, VIGILANT reserves the right to delete the account. VIGILANT is not liable for any loss or damage arising from the unauthorized use of accounts.

## **11. Indemnity and Liability:**

- 11.1. As a user, you will defend, indemnify and hold harmless VIGILANT (including its employees and affiliates) from and against any claims, incidents, liabilities, procedures, damages, losses and expenses (including legal and accounting fees), arising out of or in any way connected with your access to or use of the Services or your breach of these Terms and Conditions, including any third party claims that Content created, used, stored or transferred using the Services by you or through your account, infringe or violate any third party rights.
- 11.2. The Services may provide integration with third-party services. Users acknowledge that: (i) VIGILANT is not responsible for any acts or omissions of

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such third-party services; (ii) that VIGILANT is not an agent of such third-party services unless otherwise stated by VIGILANT; and (iii) use of those services is subject to any applicable terms and conditions between the user and the providers of such services unless otherwise stated by VIGILANT.

- 11.3. To the extent permissible, VIGILANT is not liable for any damage or personal injury resulting from any use of the Services, including any temporary unavailability or accidental removal of a user's Content or account. The limitation of liability referred to in this clause shall not apply if the liability for damage caused by intent or gross negligence on the part of VIGILANT.

## **12. Waiver, Severability & Assignment:**

- 12.1. VIGILANT's failure to enforce a provision is not a waiver of its right to do so later.
- 12.2. If any (part of a) provision of these Terms and Conditions is found to be illegal, unenforceable, or otherwise invalid, then the rest of the Terms and Conditions will remain in full force and effect to the extent permissible under or consistent with the relevant laws.
- 12.3. Users may not assign any of their rights under these Terms and Conditions. VIGILANT is at any time entitled to assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services without a user's consent or any other restriction.

## **13. Applicable Law and Jurisdiction:**

- 13.1. These Terms and any non-contractual obligations arising out of or in connection with it will be governed by and construed and interpreted in accordance with South African law. These Terms and Conditions will not limit any consumer protection rights that a user may be entitled to under the laws of their country of residence.
- 13.2. Any disputes regarding these Terms and Conditions will be submitted to the exclusive jurisdiction of a competent court in South Africa.

## **14. Contact**

- 14.1. Users and any other third parties can contact VIGILANT at [vigilant.ws](https://vigilant.ws).

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