

Usage & Licence Terms for monitor.salixmonitor360.je

This document is a legally binding Master Services and Software Licence Agreement governing access to and use of the Salix Monitor 360 monitoring application.

Last updated: **26 August 2026**

1. Parties, ownership and URLs

Salix Monitor 360 is a proprietary monitoring app owned and operated by **Willow Software**, Jersey, Channel Islands.

Application (the service you are licensing): <https://monitor.salixmonitor360.je>

Public website: <https://salixmonitor360.je>

Owner: <https://www.willowsoftware.co.uk/>

2. Scope and precedence

These Terms primarily govern your access to and use of the **Salix Monitor 360 application** hosted at monitor.salixmonitor360.je.

They also include website usage rules for salixmonitor360.je (see Section 16) for completeness. If you have a signed order form, statement of work, enterprise MSA, or other written agreement with Willow Software, that agreement will take precedence where it conflicts with these Terms.

3. Acceptance and authority

By accessing or using the application, you confirm that:

- you have read, understood and agree to be legally bound by these Terms;
- you are at least 18 years old; and
- you have authority to bind the organisation you represent (if applicable).

If you do not agree, you must not access or use the application.

4. Definitions

- **“Application”** means Salix Monitor 360 at monitor.salixmonitor360.je (and any associated services operated by Willow Software).
- **“Website”** means the public site at salixmonitor360.je.
- **“Hosted Service”** means the cloud-hosted Salix Monitor 360 service operated by Willow Software at monitor.salixmonitor360.je.
- **“Organisation Account”** means an organisation workspace within the Hosted Service, whether using the Free plan or a paid subscription.
- **“Subscription”** means a paid Hosted Service plan and its applicable limits and entitlements.
- **“In-house Installation”** means a separately licensed Salix Monitor 360 deployment installed on infrastructure controlled by the customer.
- **“Licence”** means the entitlement supplied by Willow Software for an In-house Installation and its applicable scope and licence period.
- **“Telemetry”** means limited operational, account, subscription or licence verification signals described in Section 7.

5. Licence grant (no ownership)

Subject to compliance with these Terms and, where applicable, payment, Willow Software grants you a **limited, non-exclusive, non-transferable, revocable right** to access and use the Application strictly within the scope of your Organisation Account, Subscription or In-house Installation (including applicable limits, users, monitors, agents and permitted environments).

You do not own the software. No title or ownership rights transfer to you.

6. Hosted Service and In-house Installations

6.1 Hosted Service

The Hosted Service is operated by Willow Software. The Free plan provides a live Organisation Account with published limits, while Standard, Professional and Business Unlimited are paid monthly subscriptions. Current prices, published limits and included features are shown on the Pricing page and in the Application before purchase.

6.2 In-house Installations

In-house licensing is separate from the Hosted Service and from an Organisation Account. Business and Managed / Enterprise in-house options are supplied only after a suitability review and a separate written agreement.

An In-house Installation remains subject to the agreed licence scope, licence period, verification and integrity controls. The customer is responsible for its own hosting environment and day-to-day operation unless separate managed services are expressly agreed in writing.

7. Telemetry, integrity checks and verification

The Application may perform automated account, subscription, licence and integrity verification to protect the service, customers and Willow Software's intellectual property. This may include processing limited operational signals such as:

- account, subscription, licence and instance identifiers, where applicable;
- usage counts and scope indicators (e.g., organisations, users, monitors, agents);
- signature validation, integrity status, and anti-tamper signals;
- security and abuse signals needed to keep the service safe.

Telemetry is not ad tracking. It exists to operate the service, enforce applicable account or licence scope, prevent abuse and protect service integrity. Additional details may be described in the Privacy Policy where applicable.

8. Prohibited activities (material breach)

You must not, and must not permit others to:

- use Salix Monitor 360 outside the valid scope of your Organisation Account, Subscription or In-house Installation;
- continue using paid subscription or in-house entitlements after cancellation, expiry, revocation or non-payment;
- modify, patch, adapt, translate, or tamper with the Application code, agents, or update mechanisms;
- remove, disable, interfere with, or circumvent licence checks, telemetry, integrity controls, or enforcement;
- attempt to exceed or bypass usage limits or scope controls;
- resell, sublicense, rent, timeshare, or provide access outside your authorised organisation or agreed licence scope;
- reverse engineer, decompile, or attempt to derive source code except where permitted by law (and then only to the minimum extent);
- use the Application to monitor, scan, or target systems you do not own or have lawful permission to test.

Any of the above constitutes a material breach.

9. Suspension, revocation and enforcement

Willow Software may suspend or revoke access to the Application **immediately and without notice** where Willow Software reasonably believes:

- account, subscription or licensing terms or scope have been breached;
- payment is overdue, reversed, disputed, or otherwise invalidated;
- tampering, circumvention, abuse, or integrity failures have occurred;
- continued operation poses legal, security, or reputational risk.

Suspension or revocation does not waive Willow Software's rights to recover unpaid fees, damages or legal costs.

10. Billing, cancellation and refunds

Paid Hosted Service subscriptions are billed through **PayPal**. In-house licences, managed services and bespoke work may be paid by **invoice** or another payment method expressly agreed in writing.

10.1 Hosted Service subscriptions (monthly)

- **Recurring billing:** paid Hosted Service plans are billed in advance on a monthly recurring basis unless otherwise agreed in writing.
- **Cancellation:** You may cancel a paid subscription at any time. Cancellation stops future renewals and your paid plan remains active until the end of the current billing period.
- **No part-period refunds:** Unused time within a billing period is not normally refunded when a subscription is cancelled part way through.
- **Billing errors:** Refunds may be issued for duplicate payments, incorrect amounts, or where payment was taken after cancellation due to a billing issue.

10.2 In-house licences

- **Annual licence:** Business and Managed / Enterprise in-house licences are annual unless otherwise agreed in writing.
- **Delivery:** An In-house Installation is supplied only after the suitability review, agreement of scope and applicable payment arrangements.
- **Commercial terms:** Pricing, licence period, payment schedule, support and any cancellation or refund terms are governed by the relevant written quotation, order or agreement.

10.3 In-house support, managed services and bespoke work

Support included with an in-house licence, any Managed / Enterprise services and any bespoke development are provided according to the scope and terms agreed in writing.

10.4 Currency, indicative EUR equivalents and third-party conversion

Unless a written quotation, order or agreement expressly states otherwise, Salix Monitor 360 prices and charges are denominated and billed in pounds sterling (GBP).

EUR amounts displayed on the Website are indicative reference equivalents only. They are calculated from the European Central Bank (ECB) euro foreign exchange reference rate by taking the ECB's published GBP amount per €1 and dividing 1 by that figure to derive the indicative EUR amount for £1. The Website may cache the most recently retrieved ECB rate and use the last known-good rate if the ECB source is temporarily unavailable. The current reference rate and reference date are shown on the Help page.

A displayed EUR amount is not a contractual EUR price, guaranteed conversion rate or rate lock. If PayPal, a card issuer, bank or another payment provider converts currency, that provider may apply its own exchange rate and currency-conversion fees or charges. The final amount charged in EUR or another currency may therefore differ from the Website estimate. Willow Software does not set or control those third-party exchange rates or conversion charges.

Statutory rights: nothing in this section is intended to limit your statutory rights where they apply.

11. Customer responsibilities

You are responsible for:

- ensuring you have lawful authority to monitor the targets you configure;
- your internal processes for incident response, security review, and change control;
- keeping your account credentials secure and restricting access to authorised users;
- maintaining your own backups, retention and disaster recovery appropriate to your environment.

12. Service availability, maintenance and changes

The Application is provided on an “as available” basis. Willow Software aims to provide a reliable service but does not guarantee uninterrupted availability. Maintenance, updates and feature changes may be carried out to improve security, performance or usability.

13. Warranties and disclaimers

To the fullest extent permitted by law, the Application and Website are provided “as is” and “as available”. Monitoring, posture checks and vulnerability scanning are best-effort outputs and do not guarantee availability, security, or compliance.

14. Limitation of liability

Nothing in these Terms excludes liability where it would be unlawful to do so (including for fraud). Subject to that, to the maximum extent permitted by law, Willow Software will not be liable for indirect, consequential, special, or business losses (including loss of profits, revenue, goodwill, or data).

Where Willow Software is liable, aggregate liability is limited to the fees paid to Willow Software for the relevant service in the 12 months immediately preceding the event giving rise to the claim (or a reasonable cap where no fees were paid).

15. Intellectual property and confidentiality

All intellectual property rights in Salix Monitor 360, its UI, code, branding, agents, documentation and related materials are owned by Willow Software (or its licensors). You must not remove proprietary notices.

16. Website usage rules - salixmonitor360.je

The public Website exists for information, marketing and contact with Willow Software. You must not:

- scrape, abuse, or interfere with the Website or its infrastructure;
- attempt to gain unauthorised access to any part of the Website;
- misrepresent Website content as contractual guarantees;
- use Website content outside lawful and fair use.

17. Governing law and jurisdiction

These Terms (and any non-contractual obligations arising out of them) are governed by the laws of **Jersey, Channel Islands**. Exclusive jurisdiction lies with the courts of Jersey.

18. Contact

Legal and licensing queries should be directed to:
info@willowsoftware.co.uk