

Terms of Service

Effective as from 15 April 2023

Welcome to ISL Online!

This Terms of Service is a part of a legal framework for the access and use of the Software, consisting of [Terms of Service](#), [Privacy Policy](#), [License Agreement](#), [Service Level Agreement \(SLA\)](#), and [Refund Policy](#) (collectively called the "Terms"). Please read all the documents constituting the Terms as they collectively represent a valid and legally binding agreement between You and ISL Online when you are accessing or using the Software.

The Software is developed and provided under the brand name ISL Online on the following addresses www.islonline.com and www.islonline.net ("Website") by XLAB d.o.o., a private limited company organized under the laws of Slovenia, with the registration number 1639714, VAT ID: SI15779092 and its business address Pot za Brdom 100, 1000 Ljubljana, Slovenia ("ISL Online Headquarters"). "ISL Online" or "We" or "Our" refers to the ISL Online Headquarters or our affiliated companies (subsidiaries) - please see the Imprint for details.

ISL Online develops, grants access to, licenses, and supports the Software in accordance with the Terms. The "Customer" (or "You" or "Your") refers to a legal entity (or individual person) that wishes to access or use the Software in accordance with the Terms.

The terms defined in the License Agreement shall, unless otherwise specified in this Terms of Service, have the same meaning in this Terms of Service.

PLEASE READ THE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SOFTWARE. BY SELECTING "I AGREE", ACCESSING, USING OR DOWNLOADING THE SOFTWARE, YOU ARE ACKNOWLEDGING THAT YOU HAVE READ, UNDERSTOOD AND HAVE NO OBJECTIONS TO THE TERMS AND YOU ARE AGREEING TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO THE TERMS, YOU SHOULD IMMEDIATELY STOP ACCESSING OR USING THE SOFTWARE AND NAVIGATE AWAY FROM THE WEBSITE.

1. Purpose of Business

ISL Online is responsible for developing, operating, and managing the Software. Customers are granted access to or usage of the Software in accordance with the Terms and based on the selected Software Plan.

The main purpose of the Software is to enable Users to remotely access and control computers or mobile devices over the internet for business purposes. Specifically, the Software is designed to enable Users to provide remote desktop support to End-Users or manage remote devices.

To access and use the Software, Users and End-Users must download and run ISL Online's Desktop Apps or Mobile Apps on their devices.

2. Privacy

We respect your privacy. When you engage with us, we might need to collect, process and store some of Your personal data. We strive to minimize the collection of such data and will use it only to the extent needed for our legitimate business purposes. Please refer to our [Privacy Policy](#) published on the Website for information about how we collect, use, and share your information obtained during you access or usage of the Software.

3. Security

ISL Online understand that information security is of utmost importance to Customers when using the Software. Session Data is end-to-end encrypted using symmetrical AES 256-bit keys. Even ISL Online servers cannot decrypt the content of Sessions but only transfer packets from one side to another. Please see our [Security Statement](#) for details.

4. License Agreement

Before accessing or using the Software read and accept our License Agreement. By accepting the Terms, you also agree to our [License Agreement](#).

5. Service Level Agreement (SLA)

We are committed to providing prompt and reliable services. The availability and functioning of the Software are subject to the [Service Level Agreement \(SLA\)](#).

6. Subcontractors

To fulfil the obligations related to the Terms, ISL Online may at its sole discretion appoint any third party to assist with certain business operations such as sales, procurement, technical support, billing, administration, servers hosting, etc. (“Subcontractors”).

7. Price List

[Price List](#) refers to the special terms of accessing or using the Software as defined by the Scope of Services. The Price List is available on the Website and is accepted by the Customer every time access to the Software is purchased.

It is mandatory to make full payment of all fees by the agreed-upon due date for using the Software to ISL Online or the Authorized Partner. The payment should be made in accordance with the selected Software Plan and the valid Price List applicable at the time of purchase of access to the Software.

At your request, ISL Online or the Authorized Partners may provide you with additional services related to the Software, including but not limited to training, customization, integration, and consulting. Any charges associated with these services must be agreed upon in writing.

8. Currency

When you purchase or get access to the Software, your payment currency is determined by the country that is set in your ISL Online Account (“Country of Purchase”).

The following payment currency is applicable for the following countries:

Country	Currency
Andorra, Austria, Bosnia and Herzegovina, Belgium, Bulgaria, Cyprus, Czech Republic, Germany, Denmark, Estonia, Spain, Finland, France, Gibraltar, Greenland, Greece, Croatia, Hungary, Ireland, Iceland, Italy, Liechtenstein, Lithuania, Luxembourg, Latvia, Monaco, Republic of Macedonia, Malta, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Sweden, Slovenia, Slovakia, San Marino, Turkey, Vatican City	EUR
Brazil	BRL
Japan	JPY
Mexico	MXN
Switzerland	CHF

United Kingdom	GBP
Rest of the World	USD

9. Tax

When you purchase or get access to the Software, you agree to pay the applicable fees and taxes such as sales tax, VAT, withholding tax, customs duties and any other applicable taxes or administrative fees that may be imposed by relevant jurisdiction. If you are exempt from paying any taxes, you must provide us with appropriate evidence of tax exemption. Taxes are calculated based on the billing information that you provide at the time of purchase.

All prices set in the [Price List](#) are exclusive of any taxes. If any taxes are applicable, they shall be added on top of the net amounts. Upon our request, you will provide us with additional information, including your VAT identification number that we might need to determine whether we are obligated to collect VAT from you. If any deduction or withholding is required by law, you will notify us and you will pay any additional amounts necessary to ensure that the net amount received by ISL Online, after any deduction and withholding, equals the amount ISL Online would have received if no deduction or withholding had been required. Additionally, you will provide ISL Online with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

10. Online Payments

You are welcome to use our [online shop](#) to purchase the access to the Software by credit card or via [PayPal](#). You will need to log in to your ISL Online Account and will be guided by our shopping process. Depending on the chosen online payment method, you may be required to fill in payment information.

In the event an online payment is completed successfully, this will be regarded as a "Purchase". The activation key for the purchased access to the Software or licenses will be shipped electronically. Activation key needs to be activated either by ISL Online or yourself to start the Subscription Term. We will send the order confirmation to the e-mail address as provided during the shopping process.

Online payments are collected by ISL Online or the following legal entities that are authorized by ISL Online to collect online payments depending on your Country of Purchase.

a) Customers based in the USA and Canada

Seller: ISL Online North America	Remote Control Software Distribution LLC 2105 Northwest Blvd. Newton, NC 28658 USA
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b) Customers based in the United Kingdom

Seller: ISL Online UK	ISL Online Ltd. 22 Basepoint Business Centre Rivermead Drive, Westlea Swindon, Wiltshire SN5 7EX, UK VAT ID: GB942657990 Reg. Number: 06581089
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c) Worldwide customers (except the United Kingdom, the USA and Canada)

Seller: ISL Online Headquarters	XLAB d.o.o. Pot za Brdom 100 SI-1000 Ljubljana Slovenia VAT ID: SI15779092 Reg. Number: 1639714
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When you make an online payment by credit card, your card information will be processed by [Braintree](#). All credit card transactions are encrypted for your protection. Our Website uses Secure Sockets Layer (SSL) to ensure your transaction is safe. Please make sure all the SSL security features are turned on in your browser's preferences or options. You can tell that the page is protected if the URL displayed in the location bar begins with "https:". If you should have any further questions regarding your credit card charge, please [contact us](#).

11. Online Order Via Invoice

You can place your online order by selecting "invoice" as the payment method, and we will send you an invoice via email. Your access to the Software or license will be activated immediately. However, if you fail to remit the payment according to the payment instructions as written in the invoice within 15 days, we reserve the right to terminate your purchased access to the Software or licenses.

Online orders via invoice are only available for certain access and license types and may not be available in your country.

12. Bank Transfer

During the shopping process, you may opt to make a bank transfer and receive the necessary bank account details. Once we receive your payment in our bank account, we will process your order within 24 hours on business days. Please be aware that there may be fees associated with international bank transfers.

13. Authorized Partners

The Authorized Partners are distributors and resellers that perform certain business operations such as sales, procurement, technical support, billing, administration, and similar business activities in their name and for their account. The Authorized Partners offer access and usage of the Software to the Customers in accordance with the Terms.

Your purchase order for accessing and using the Software can be placed with one of our Authorized Partners, and they will process it within 48 hours of acceptance.

The access and usage of the Software is governed by the Terms even if the purchase is processed and carried out through the Authorized Partner.

14. Ordering by Phone/Email

You can place your purchase order for access to the Software by phone or email. Our team will provide you with payment and other necessary details. Please [contact us](#) for further information.

15. Invoice

After you have successfully completed your purchase, we will send you a copy of your invoice within two business days.

16. Communication

You agree and consent to receive electronically all communications, agreements, documents, receipts, notices, and disclosures that ISL Online provides in connection with access and use of the Software or the Terms. You agree that ISL Online may provide these communications to you by posting them via the Website or by emailing them to you at the email address indicated in the ISL Online Account. You will be deemed to have received any email communication from us within 24 hours after we have sent it to you, and any communication through our Website will be considered effective as soon as it is posted. It is your responsibility to keep your information and email address updated in the ISL Online Account so we can communicate with you electronically. You may send a notice to ISL Online under the Terms by sending an email to support@islonline.com. All communication and notices pursuant to these Terms must be given in English language.

17. Refund Policy

In case the Software does not perform as expected, we recommend that you get in touch with us to initiate a refund. Please see our [Refund Policy for details](#).

18. Governing Law & Jurisdiction

The governing law of the Terms shall be the substantive law of the Republic of Slovenia, excluding application of the United Nations Convention on Contracts for the International Sale of Goods and of the provisions of Slovenian conflict-of-laws rules. The place of fulfilment for any of the rights and obligations under the Terms shall be Ljubljana, Slovenia. Any dispute, controversy or claim arising out of or in connection with the Terms shall be settled by arbitration in accordance with the Arbitration Rules of the Ljubljana Arbitration Centre at the Chamber of Commerce and Industry of Slovenia. The language to be used in the arbitral proceedings shall be English. Each Party shall bear its own costs related to the dispute resolution procedure.

If you obtained the Software from the Authorized Partner outside of the Republic of Slovenia, a local law may apply.

19. Miscellaneous

Assignment. ISL Online may, at its sole discretion, assign its rights and/or delegate its duties under the Terms.

Entire Agreement. Unless substituted with a separate duly signed written agreement, the Terms constitute the complete agreement between you and ISL Online regarding the subject matter.

Force Majeure. ISL Online shall not be liable for any delay or failure in performance due to causes beyond its reasonable control.

Language. In the event of any inconsistency between the English language version of the Terms and any translated version, the English language version shall prevail.

Severability. If any provision of the Terms shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable.

Waiver. The waiver of a breach of any provision of this Agreement or any of its exhibits and/or amendments will not operate or be interpreted as a waiver of any other subsequent breach.

20. Modifications

Each document containing the Terms was last updated on the date indicated at the top of the respective document. If we make changes to the Terms, we will provide you with notice of such changes, such as by sending an email, providing notice via the ISL Online Account or by posting the amended Terms on the Website and updating the date at the top of the Terms. The notice of change of the Terms is considered as notice of termination of all rights and obligations between you and ISL Online derived from the Terms if you do not accept the amended Terms. If you do not agree to any amended Terms, you shall communicate your disagreement to ISL Online. In this case the Terms terminate when you send us a communication regarding your disagreement, and you shall immediately stop accessing or using the Software and navigate away from the Website. If you do not inform us regarding your disagreement within the 15 days period after ISL Online provides you a notice of change of the Terms or ISL Online publishes notice of such changes, we will deem that you agree with the changed Terms.

21. Imprint

ISL Online Headquarters:	XLAB d.o.o. Pot za Brdom 100 SI-1000 Ljubljana Slovenia VAT ID: SI15779092 Reg. Number: 1639714 support@islonline.com +386 1 2447760
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Companies affiliated with us - subsidiaries whose controlling interest is owned by ISL Online Headquarters:

Switzerland	ISL Online AG Aargauerstrasse 250 CH-8048 Zürich VAT ID: CHE-305.215.248 MWST Reg. Number: CHE-305.215.248 verkauf@islonline.com +41 (0)62 724 13 60
United Kingdom	ISL Online Ltd. 22 Basepoint Business Centre Rivermead Drive, Westlea Swindon, Wiltshire SN5 7EX, UK VAT ID: GB942657990 Reg. Number: 06581089 sales@islonline.com +44 1793 608 7370
Germany	ISL Online GmbH Noetherstrasse 1 D-69115 Heidelberg VAT ID: DE347105357 Reg. Number: HRB 741430

	verkauf@islonline.com +49 (0)6221 321 4990
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Thank you for reading and accepting our Terms. We hope you enjoy accessing and using the Software and our services.