



Control-C Terms & Conditions

Last updated: March 20, 2025

1. Agreement Overview

These Terms & Conditions ("Terms") govern access to and use of the Control-C continuity platform, services, and associated websites (collectively, the "Service"). By executing an Order Form, clicking to accept, or using the Service, you agree to these Terms. If you are entering into this agreement on behalf of an organization, you represent that you have authority to bind that organization.

2. Definitions

- ****Account**:** The Control-C environment provisioned to a customer.
- ****Customer Data**:** Information uploaded, transmitted, or received through the Service by or on behalf of Customer.
- ****Order Form**:** A mutually executed document referencing these Terms and specifying subscribed services, fees, and subscription term.
- ****Users**:** Individuals authorized by Customer to access the Service under Customer's account.

3. Account Registration and Administration

Customer is responsible for configuring Users, managing credentials, and ensuring that User activity complies with these Terms and the Acceptable Use Policy ([./acceptable-use-policy](#)). Customer must promptly notify Control-C of unauthorized account activity. Control-C may rely on instructions provided by Users associated with Customer's account.

4. Service Access and Availability

Control-C will provide the Service in accordance with the documentation and commercially reasonable efforts to maintain 99.9% monthly uptime. Planned maintenance windows will be posted to the status page ([./status](#)) or communicated via email. Emergency maintenance may occur without prior notice to address security or availability incidents.

5. Subscription Term, Renewal, and Termination

5.1 **Term**. Subscription terms begin on the start date listed in the Order Form and continue for the duration specified. 5.2 **Renewal**. Unless otherwise stated, subscriptions renew automatically for successive twelve (12) month periods at the then-current rate, subject to at least sixty (60) days' notice of non-renewal. 5.3 **Termination for Cause**. Either party may terminate upon thirty (30) days' written notice if the other party materially breaches and fails to cure. Control-C may suspend the Service immediately for violations of Section 7 or to prevent harm to the platform, subject to notice. 5.4 **Effect of Termination**. Upon termination, Customer's access to the Service ceases. Control-C will make Customer Data available for export for thirty (30) days after termination. Fees are non-refundable except where Control-C terminates without cause.

6. Fees and Payment

Fees are detailed in the Order Form and invoiced in advance unless otherwise agreed. Payments are due net thirty (30) days from invoice date. Past-due amounts accrue interest at 1.5% per month (or the maximum permitted by law) and may result in suspension. Customer is responsible for applicable taxes, excluding Control-C's income taxes. If required by law to withhold taxes, Customer will provide official receipts and cooperate to minimize the withholding.

7. Acceptable Use

Customer and its Users must comply with all applicable laws and the Acceptable Use Policy ([./acceptable-use-policy](#)). Prohibited activities include security testing without authorization, misrepresenting affiliation, reverse engineering, or using the Service to transmit malicious code, spam, or infringing content.

8. Intellectual Property Rights

8.1 **Ownership**. Control-C and its licensors retain all rights, title, and interest in the Service, including software, documentation, and trademarks. 8.2 **Feedback**. Customer grants Control-C a royalty-free, perpetual license to use feedback or suggestions to improve the Service without obligation. 8.3 **Customer Data**. Customer retains all rights in Customer Data. Control-C processes Customer Data only to provide and improve the Service, subject to the Privacy Policy ([./privacy-policy](#)) and Data Processing Addendum ([./data-processing-addendum](#)).

9. Confidentiality

Each party agrees to use the other party's Confidential Information solely for performing under these Terms, to restrict disclosure to personnel with a need to know, and to protect it with reasonable safeguards. Confidential Information excludes publicly known information or information independently developed without use of the other party's Confidential Information. Required disclosures by law must be preceded by prompt notice (where legally permitted).

10. Security and Data Protection

Control-C maintains administrative, physical, and technical safeguards described in the Trust Center ([./trust-center](#)) and Security Overview ([./company/security](#)). Customer is responsible for securing local environments, endpoint configurations, and any third-party integrations it enables. The parties' data protection obligations are further described in the Data Processing Addendum ([./data-processing-addendum](#)).

11. Warranties

Control-C warrants that the Service will perform materially in accordance with the documentation and that professional services, if any, will be performed in a professional and workmanlike manner.

Customer warrants that it has obtained necessary rights to provide Customer Data and that it will comply with all applicable laws.

12. Disclaimers

Except as expressly stated, the Service is provided "as is" and Control-C disclaims all other warranties, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Control-C does not warrant that the Service will be uninterrupted or error-free.

13. Limitation of Liability

To the maximum extent permitted by law, neither party is liable for indirect, consequential, special, incidental, punitive, or exemplary damages, or loss of profits, revenues, data, or goodwill, even if advised of the possibility. Each party's aggregate liability arising out of these Terms is limited to the fees paid or payable by Customer in the twelve (12) months preceding the event.

14. Indemnification

14.1 **By Control-C**. Control-C will defend Customer against third-party claims alleging that the Service infringes intellectual property rights, and will pay any resulting damages or costs awarded by final judgment, provided Customer notifies Control-C promptly, cooperates, and allows Control-C to control the defense. Control-C may modify the Service to resolve a claim or terminate the affected subscription with a pro-rata refund. 14.2 **By Customer**. Customer will defend Control-C from claims arising from Customer Data or use of the Service in violation of these Terms or applicable law.

15. Compliance and Export

Customer must comply with applicable anti-corruption, sanctions, and export control laws. The Service may not be used in jurisdictions embargoed by the United States or for prohibited end uses. Customer represents that neither it nor its beneficial owners are on any restricted party list.

16. Governing Law and Dispute Resolution

These Terms are governed by the laws of the State of Delaware, USA, without regard to conflict-of-law rules. The parties will attempt to resolve disputes through good-faith negotiations. If unresolved, disputes will be submitted to binding arbitration in Wilmington, Delaware, under the Commercial Arbitration Rules of the American Arbitration Association. Either party may seek injunctive relief in court for misuse of intellectual property or Confidential Information.

17. Notices

Notices must be in writing. Control-C may provide operational notices via the Service or email. Legal notices to Control-C must be sent to legal@control-c.com with a copy to Control-C Legal, 200 Market Street, Suite 420, Wilmington, DE 19801, USA. Notices to Customer will be sent to the address or email listed on the Order Form.

18. Modifications

Control-C may update these Terms by providing at least thirty (30) days' notice via email or the Service. Continued use after the effective date constitutes acceptance. Material adverse changes will not apply during a current subscription term without Customer consent, except where required by law.

19. Miscellaneous

Neither party may assign these Terms without the other party's consent, except to an affiliate or in connection with a merger, acquisition, or sale of substantially all assets. The parties are independent contractors. If any provision is unenforceable, the remainder remains in effect. Failure to enforce a provision is not a waiver. These Terms, together with incorporated documents, constitute the entire agreement between the parties.