

Terms of Service

Last Updated: January 15, 2025

Welcome to **Checker!** These Terms of Service (“Terms”) govern your access to and use of the Checker software-as-a-service (“Service”), including our API, WordPress plugin, bulk check functionality, and any related integrations. By signing up for or using the Service, you agree to comply with these Terms. If you do not agree with any part of these Terms, please discontinue use immediately.

1. Definitions

- **“Checker,” “we,” “us,” “our”:** Refers to KIRCA LIMITED, a company registered in England and Wales at 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ, United Kingdom.
- **“User,” “you,” “your”:** Any individual or entity registering for, integrating, or using the Service.
- **“API”:** The Checker application programming interface for detecting and blocking temporary email domains.
- **“WordPress Plugin”:** Checker’s official plugin that integrates the Service into WordPress websites.
- **“Bulk Check”:** A feature enabling Users to verify multiple email addresses in one process.
- **“Subscription Plan”:** Paid plans providing ongoing access with usage limits or feature sets.
- **“Temporary Email Domains”:** Domains identified as disposable or one-time use.

2. Service Description

Checker provides tools to identify and block temporary email domains, helping businesses reduce fraudulent or abusive sign-ups. Our Service may be accessed via:

1. **API Integration:** Implement real-time checks directly in your platform.
2. **WordPress Plugin:** Integrate Checker functionality into WordPress-based sites.
3. **Bulk Check:** Upload and validate lists of email addresses.
4. **Future Expansions:** Checker may become available on additional platforms or CMS marketplaces. Unless otherwise stated, these Terms will also govern those integrations.

3. Eligibility

You must:

1. Be at least 18 years old and legally capable of forming a binding contract.
2. Provide accurate information during registration.
3. Not be legally prohibited from using our Service under applicable laws.

4. Account Registration and Security

1. **Account Creation:** You must provide a valid email address, payment details (if applicable), and any other requested information.
2. **Credentials:** You are responsible for protecting your account credentials, including API keys.
3. **Unauthorized Use:** Sharing or reselling your API key or login information without prior written consent from Checker is strictly prohibited.
4. **Accuracy:** Keep your account information up to date.

5. Subscription Plans and Billing

1. **Plan Tiers:** Checker offers various Subscription Plans, each with specific usage limits (e.g., monthly email checks), features, and pricing.
2. **Free Trials:** We may provide a limited free trial. A valid payment method may be required, although no charges will be made during the trial period.
3. **Billing Cycle:** Subscriptions renew automatically on a monthly or annual basis, unless otherwise agreed.
4. **Payment Processing:** By providing your payment details, you authorize us to charge recurring fees via a secure payment processor (e.g., Stripe).
5. **Failed Payments:**
 - Your account may be suspended or limited if payment cannot be processed.
 - We will notify you to update your payment method.
 - If unresolved within a short grace period (e.g., 2–5 days), your subscription may be canceled but any remaining prepaid service time may remain available.
6. **Refunds:** Refunds are at our discretion. We may consider refunds for unused subscription periods if there is no evidence of misuse or violations of these Terms.

6. License and Restrictions

1. **Limited License:** Checker grants you a non-exclusive, non-transferable, revocable license to use the Service in accordance with these Terms.
2. **Prohibited Conduct:** You agree not to:
 - Use the Service for unlawful activities.
 - Reverse-engineer or replicate the Service's underlying components.
 - Engage in activities exceeding usage limits or that harm the Service's performance for others.
 - Develop competing services using data derived from Checker without our written consent.
3. **WordPress Plugin and Future Integrations:**
 - You must follow any applicable platform rules (e.g., WordPress.org guidelines).
 - We bear no responsibility for conflicts arising from third-party themes, plugins, or integrations.

7. Bulk Check Functionality

1. **Purpose:** Bulk Check allows large-scale verification of email lists.
2. **Usage Limits:** Subject to your Subscription Plan's constraints (e.g., maximum number of emails per check).
3. **Data Handling:** Checker does not permanently store email addresses submitted via Bulk Check. They are temporarily processed and then deleted or anonymized, in line with our Privacy Policy.

8. Service Availability

1. **As-Is Basis:** Checker is provided "as is" and "as available." We do not guarantee uninterrupted or error-free operation.
2. **Maintenance:** We may schedule maintenance that could temporarily interrupt the Service. Where possible, we will provide advance notice.
3. **Unexpected Downtime:** In the event of sudden outages, our liability is limited to fees paid for the period affected.

9. Privacy and Data Protection

1. **User Data:** We collect and process personal and usage data as described in our Privacy Policy.
2. **Compliance:** You agree to comply with all applicable data protection laws, including GDPR or similar regulations, when using Checker.
3. **End-User Responsibility:** If you collect personal data from your customers or users, you must ensure compliance with relevant privacy laws.

10. Intellectual Property

1. **Ownership:** All intellectual property rights in Checker's software, technology, trademarks, and documentation remain exclusively with KIRCA LIMITED.
2. **Feedback:** Any feedback or suggestions you provide may be used by Checker without obligation.

11. Termination

1. **By You:** You may cancel your subscription at any time, with service remaining active until the end of the current billing period.
2. **By Checker:** We reserve the right to suspend or terminate accounts for non-payment, misuse, or breach of these Terms.
3. **Effect of Termination:** After termination, all access to the Service ceases, and your API keys may be disabled.

12. Disclaimer of Warranties

To the fullest extent permitted by law, Checker disclaims all warranties, express or implied, including any implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

13. Limitation of Liability

1. **Indirect Damages:** Checker will not be liable for any indirect, incidental, or consequential damages arising from the use or inability to use the Service.
2. **Liability Cap:** Our total liability shall not exceed the amounts paid to us by you in the twelve (12) months prior to the claim.

14. Governing Law and Dispute Resolution

1. **Governing Law:** These Terms are governed by the laws of England and Wales.
2. **Disputes:** Parties agree to attempt resolving disputes through good-faith negotiations before resorting to any formal legal process. Arbitration or legal proceedings, if needed, will occur in London, United Kingdom.

15. Changes to These Terms

We may update these Terms at our discretion. Substantial changes will be communicated via email or a prominent notice on our website. Continued use of the Service implies acceptance of the revised Terms.

16. Contact Information

For inquiries regarding these Terms, please contact:

KIRCA LIMITED

71-75 Shelton Street,
Covent Garden, London,
WC2H 9JQ, United Kingdom

Email: support@usechecker.com