

# Terms and Conditions of Use and Service

*Latest Version: November 23rd, 2020*

*These terms and conditions apply to all agreements with a start date of November 23rd, 2020 or later, or any agreements that renew after January 1st, 2021.*

*For agreements that started before November 23rd, 2020 and have not renewed, the previous terms and conditions apply, which can be found at [https://sansec.io/downloads/sansec\\_tc\\_20200101.pdf](https://sansec.io/downloads/sansec_tc_20200101.pdf).*

## 1. Definitions

- 1.1 Agreement: the agreement between You and Sansec under which Sansec provides access to the Services, and of which these Terms form an integral part.
- 1.2 You (“your”): a natural or legal person acting in the exercise of a profession or business, with whom Sansec concludes the Agreement.
- 1.3 Intellectual Property Rights: all intellectual property rights and related rights, including, but not limited to, copyrights, database rights, domain names, trade name rights, trademark rights, design rights, neighbouring rights, patent rights as well as rights to know-how.
- 1.4 Sansec: Sanguine Security B.V., registered under number KVK 77165187, and located at: Europalaan 20, 3526 KS Utrecht, the Netherlands.
- 1.5 Services: the services provided by Sansec, which include among other things the eComscan software to easily detect viruses, malware on your website.
- 1.6 Terms: the present conditions.
- 1.7 Website: Sansec’s website, accessible via <https://sansec.io> or its subdomains.

## 2. Applicability of the Terms

- 2.1 The Terms apply to the use of the Services. By visiting the Website or installing or using our Services You accept to be bound by the terms and conditions of the Terms. You may also accept the Terms when this option is made available to You by us on our Website.
- 2.2 The Terms, include these conditions, and any other policy, disclaimer or statement on our website.
- 2.3 Sansec reserves the right to review and amend these Terms at our sole discretion, and when this happens we will notify each user. Any of such changes will take immediate

effect from the date of their publication on our Website. Before You continue, we recommend You keep a copy of the Terms for your records.

### **3. About the provided services**

- 3.1 Access to and the use of the Services we offer are provided by Sansec (“we”, “us” or “our”). Please read these Terms carefully. By using, browsing or visiting the Website and using the Services sold or provided, this means that you have read, understood and agree to be bound by these Terms. If you do not agree with these Terms, we recommend you to leave the Website, and cease the use of our Services.
- 3.2 Our collection and use of personal information in connection with the Services is as provided in our Privacy and Cookie Policy available on our Website. These policies also govern access to our Website and inform You about our data collection practices, including those of third-party processors and controllers. In the event of conflicting terms, our Privacy and Cookie Policy shall always prevail these Terms.
- 3.3 You represent and warrant that any information given to Sansec during the term of the Agreement, and thereafter shall always be accurate, correct and fully up to date.
- 3.4 Sansec is entitled to monitor the use of the Services. Sansec may use anonymous usage data to improve the Services. Sansec may discreetly publish about discovered malware.

### **4. Registration Process**

- 4.1 In order to access our Services, you must register an account through our Website. The Agreement for the use of the Services enters into force when You register on the Website.
- 4.2 The account can be accessed by entering a user name of your choice and a password. In addition, a credit card authorization is also required for registration and access to the Services.
- 4.3 An account and the login details are strictly personal and may not be shared with or transferred to another person. You must keep the login details secret.
- 4.4 As soon as possible after the Agreement has been concluded, Sansec will provide You with the necessary information and send the download link for the Services. If your cooperation is required for the activation of the Services, You will provide it.
- 4.5 Sansec may assume that everything happens from your account after login with the corresponding username and password is under the direction and supervision of You. You are therefore liable for all such actions.

- 4.6 Any use of your registration information by any other person, or third party, is strictly forbidden, and you must immediately change the login data and notify us on the moment you have become aware of any unauthorized use of your account, password or email address, or any other breach of security.
- 4.7 You may not use the services and may not accept the Terms if you are not of legal age to form a binding contract with Sansec.

## **5. Term of the Agreement**

- 5.1 The Agreement shall enter into force upon your registration on the Website and shall remain in force for as long as the Services are used.
- 5.2 You may terminate the Agreement by giving one (1) month's prior notice to Sansec. Sansec may terminate the Agreement by giving one (1) month's prior notice to You.
- 5.3 Either party may immediately terminate the Agreement by written notice to other party, without the requirement for notice of default or judicial intervention:
  - a. if the other party has been granted suspension of payments, whether provisionally or not;
  - b. if the other party is declared bankrupt; or
  - c. if the other party's company is dissolved or terminated.
- 5.4 Without prejudice to any other rights and remedies hereunder, Sansec shall be entitled to terminate the Agreement if You commit a breach of any of its obligations under the Agreement and such breach is irremediable or – if such breach is remediable – You fail to remedy that breach within a period of thirty (30) days after being notified in writing to do so.
- 5.5 The termination of the Agreement shall not relieve either party of the obligation to pay any fees accrued or payable to the other party prior to the effective date of termination.

## **6. Your obligations as a user**

As a user, You agree:

- a. To use the Services only for the purposes that are permitted by the applicable laws and regulations;
- b. You have the sole responsibility for protecting the confidentiality of your account and login credentials. The use of your password by any other person may result in the immediate cancellation of the Services;
- c. Any use of your registration information by any other person, or third party, is strictly forbidden, and You must immediately notify us on the moment you have become aware of any unauthorized use of your account, password or email address, or any other breach of security;
- d. You must not use the Services or the Website in connection with any commercial activity, except those that are specifically approved or endorsed by the Sansec;
- e. You must not use the Services on other domains, websites or webshops than the domain name You provided on the moment of registration.
- f. You must not use the Services or Website for any illegal or unauthorized use, and we may take appropriate legal action against you for any illegal or unauthorized use of the website;

## **7. Payment**

- 7.1 Use of the Services is subject to a periodic fee, as specified on the Website. Sansec will send an invoice for all amounts due and will provide payment options on our Website. You may make use of the following payment options for the Services: credit card payments and you may authorize us to automatically charge for our services. Sansec is entitled to invoice in advance and electronically.
- 7.2 All prices are in euros and exclusive of VAT.
- 7.3 If You object to (the amount of) an invoice, this does not suspend the payment obligation.
- 7.4 If an invoice is not paid within the payment term, we will send a payment reminder to You with a request to pay the invoice within 7 days. After this we will send a second payment reminder to You with the request to pay the invoice within 5 days. If payment is again not received, this will apply:
  - a. Sansec is entitled to suspend the delivery of the Services in whole or in part, without being liable for any damages suffered by the You as a result;
  - b. You, in addition to the amount due and the statutory interest thereon for commercial transactions, is obliged to fully compensate extrajudicial and judicial collection costs, including the costs for lawyers, lawyers, bailiffs and collection agencies.

- 7.5 All claims of Sansec are immediately due and payable if you are declared bankrupt, You apply for or you are granted suspension of payment, your activities are terminated or your company is liquidated.
- 7.6 You agree that where a request for the payment of the Services fee is returned or denied by your payment provider, You remain liable for any costs, including banking fees and other charges associated with the use of the services
- 7.7 You agree and acknowledge that Sansec can amend the fees at any time, and without prior notice.

## **8. Updates**

- 8.1 Sansec will adjust the Services from time to time to correct errors or improve the functionalities. We can (temporarily) take the service out of use without prior notice in order to remove faults. If a modification changes the technical interface, Sansec will notify You in advance via email. If the Services are modified, we will also modify the existing documentation.
- 8.2 The Services will install updates automatically. This requires an active internet connection. If Installation of updates is obstructed by You, any responsibility for the provision of the Services by Sanquine Security will lapse.

## **9. Copyright and Intellectual Property**

- 9.1 Subject to these Terms, Sansec grants you a non-exclusive license to use our Services under the conditions and for the duration of the Agreement.
- 9.2 The Services may be used for a single ecommerce installation, unless explicitly agreed otherwise. An ecommerce installation is defined by a) an ecommerce application, b) a single production database, c) one or more computers that serve content from this database and d) any associated ecommerce applications that serve development, staging or quality control roles.
- 9.3 All Intellectual Property Rights to the services as well as all related information remain the property of Sansec (or its licensors). None of these items may be copied or used without the prior written permission of Sansec, except and to the extent permitted by mandatory law.
- 9.4 It is expressly forbidden to:
  - a. reverse engineer the source code of the Services or to decompile the Services, except to the extent permitted by mandatory law or applicable open source license;

- b. provide copies of the Services to third parties;
- c. sublicense the Services or otherwise make available the service to third parties, including by rental, Software-as-a-Service models or otherwise;
- d. modify the Services, except to the extent permitted by mandatory law;
- e. remove indications of Sansec as copyright holder of the Services or to remove or render illegible any part thereof.

9.5 You may make a backup copy of the service. This backup copy may not be used or traded or distributed in any way, except in conjunction with the original service.

9.10 All application data remains your property. Sansec will not make any ownership claims to your data. You grant Sansec a non-transferable and only sublicensable license to use your data for the duration of the Agreement to the extent necessary for the provision of the Services.

## **10. Support**

10.1 You are itself responsible for the implementation of the Services and Sansec is prepared to provide you with support. Contact Sansec for details.

10.2 You may at all times submit feedback and points for improvement for further development of the Services. If You send information to us, e.g. feedback about an error or a suggestion for improvement, You grant us an unlimited and perpetual right to use this information for the Services for free. Your feedback and suggestions are welcome, but we are entitled not to make the adjustments if it has reasonable grounds to do so.

## **11. Disclaimer**

11.1 Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including Dutch or EU legislation (or any liability under them) which by law may not be limited or excluded.

11.2. Subject to this clause, and to the extent permitted by the applicable law:

- a. All terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded;
- b. We are never liable for any special, indirect or consequential loss or damage, loss of profit or future opportunity, or damage to goodwill arising out of or in connection with the Services and this Agreement. This includes not being able to use the Services.
- c. The use of our website and the Services is always at your own risk. Everything on the Website and the Services is provided to you on a "as is" and "as available" basis, without warranty or guarantee of any kind.

- d. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Sansec make any express or implied representations or warranties about the Services or any products or Services.
- 11.3 Sansec is operating under the applicable laws of the Netherlands. The Services provided by us are not considered to be services subject to any license or government permit under Dutch law. Laws and regulations are different in other countries, and accessing the Website and using our Services may be illegal in certain countries. You are fully responsible for determining whether your access and use of the Website and Services complies with all applicable laws and regulations in your country.

## **12. Availability and maintenance**

- 12.1 Sansec endeavours to make the Services available at all times but does not issue any guarantees concerning specific percentages of availability or quality. As such, the Services are made available on an “as is” and “as available” basis.
- 12.2 Sansec is entitled to modify the Services or parts thereof in order to improve functionality and to repair errors. If a modification leads to a significant change in the functionality, Sansec shall make every effort to inform You thereof. However, Sansec alone shall decide on the modifications.
- 12.3 Sansec shall make every effort to add changes and new functionality to the Services requested by you. However, Sansec shall at all times be entitled to refuse such a request if, in its opinion, it is not feasible or could impede the proper functioning or availability of the Services.

## **13 Limitation of liability**

- 11.1 Except in case of intentional misconduct or deliberate recklessness by Sansec’s management or managerial staff, Sansec does not accept any liability, regardless of grounds, for any damages in connection with the Services.
- 11.2 You indemnify and hold harmless Sansec from all third-party claims in connection with the use of the Services by You.

## **14 Applicable law and competent court**

- 13.1 The Terms and the rights created hereby, shall be governed, interpreted and construed by the laws of the Netherlands. The validity of this governing law clause cannot be contested.
- 13.2 In the event of any dispute arising out of or in relation to the Agreement, You agree that the exclusive venue for resolving any dispute shall be in the courts of Amsterdam, the Netherlands.

## **15 Severance**

- 14.1 If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed, and the rest of the Terms shall remain in force.
- 14.2 Sansec may assign its rights and obligations under the Agreement to a third party that acquires the relevant business or the copyrights to the Services from her.