

# Terms and Conditions of Use and Service

*Latest Version: Jan 1st, 2020*

## **1. About the provided services**

- 1.1 The website (<https://sansec.io>) and eComscan services are operated by Sanguine Security BV, registered under number KVK 77165187, and located at: Europalaan 20, 3526 KS Utrecht, the Netherlands.
- 1.2 Access to and the use of the website, and use of the different eComscan services we offer are provided by Sanguine Security (“we”, “us” or “our”). Please read these Terms carefully. By using, browsing or visiting the website and using the tools 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.
- 1.3. Sanguine Security 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.
- 1.4 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 Users 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.

## **2. Acceptance of the Terms**

- 2.1 You accept the Terms by visiting our website. 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 Terms and Conditions, and any other policy, disclaimer or statement on our website.
- 2.3 Sanguine Security 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.

### **3. Registration Process**

- 3.1 In order to access our services, you must register an account through our website.
- 3.2 As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself, including:
  - (a) Name;
  - (b) Email address;
  - (c) Mail or physical address;
  - (d) Credit card information;
  - (e) Your IP address, and domain names used by you;
  - (f) Meta-data of scans for quality control and statistical analysis.
- 3.3 You represent and warrant that any information given to Sanguine Security during the registration, and thereafter shall always be accurate, correct and fully up to date.
- 3.4 After the registration process, you will be a registered user of the website, and agree to be bound by these Terms.
- 3.5 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 Sanguine Security.

### **4. 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 Sanguine Security;
- e. You must not use the services or tools 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;

## **5. Payment**

- 5.1 We provide payment options on our website, and 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.
- 5.3 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
- 5.4 You agree and acknowledge that Sanguine Security can amend the fees at any time, and without prior notice.

## **6. Refund Policy**

We will only provide you with a refund of fees paid to us in the event we are unable to continue to provide the services, or for any other reasonable circumstance, for example when the services cannot be rendered for any reason whatsoever. Please communicate with us at: [info@sansec.io](mailto:info@sansec.io). The aforementioned refund may be partial.

## **7. Copyright and Intellectual Property**

- 7.1 Our website, the services and all related products and services of Sanguine Security are subject to copyright protection. The material on the website is protected by copyright under the laws of the Netherlands, any applicable treaty and law that may apply. All rights, including copyright, are owned and controlled by us, and are reserved by Sanguine Security.
- 7.2 All trademarks, including service marks and trade names are registered, owned, or licensed by Sanguine Security. We are granting you a worldwide, non-exclusive, royalty-free, revocable license to all website visitors and users of our services.
- 7.4 You must not, without our prior written permission: republish, broadcast, upload to a 3<sup>rd</sup> party, post, distribute or transmit, show or play in public, change in any way the services for any purpose whatsoever, unless provided by these Terms or our explicit consent.

## **8. Disclaimer**

- 8.1 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.
- 8.2. 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 Sanguine Security make any express or implied representations or warranties about the Services or any products or Services.

## **9 Limitation of liability**

- 9.1. Sanguine Security's total liability arising out of, or in connection with the website and services, contract, tort (including negligence), will not exceed the amount you have paid to us for our services.
- 9.2 You understand, acknowledge and agree that Sanguine Security, its affiliates, employees, agents and contributors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you or your company, and caused and under any theory of liability. This shall include, but is not limited to, any loss of direct or indirect profit, any loss of goodwill or business reputation and any other intangible loss.

## **10 Indemnity**

- 10.1 You agree to indemnify Sanguine Security, its affiliates, employees, agents, contributors, and licensors from and against:
- a. All actions, law suits, claims, demands, liabilities, costs, expenses, losses and damages (including legal and attorney fees on a full indemnity basis) incurred, suffered or arising out of or in connection with our website and services;
  - b. Any direct or indirect consequences of you accessing, using or transacting on the website or using the services.

## **11 Dispute Resolution Clause**

Subject to the provisions of this Agreement regarding applicable law and competent court, Parties agree not to commence any legal proceeding with respect to any dispute that may arise out of this Agreement. Parties agree to take the following steps in the event of a dispute, conflict or disagreement (“Dispute”).

1. The Party who claims first there is a Dispute, will send the other Party a written notice setting out the nature of this dispute;
2. The Parties will subsequently make an attempt to resolve the Dispute through direct negotiation among the Parties, or by persons who have been assigned to resolve the dispute by means of direct negotiations;
3. If the Parties are unable to resolve the dispute within fourteen (14) Business Days from the day of receipt of the notice referred to in subparagraph 1, the Dispute will be submitted to an independent person or institution that will deliver a non-binding opinion regarding the dispute.
4. If the Parties are unable to resolve the dispute within ten (10) Business Days after receiving the non-binding opinion as described in the preceding subparagraph 3, the Dispute will be submitted to mediation or another alternative dispute resolution procedure agreed by the Parties;

## **12 Applicable law and competent court**

- 12.1 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.
- 12.2 In the event of any dispute arising out of or in relation to the website, you agree that the exclusive venue for resolving any dispute shall be in the courts of Amsterdam, the Netherlands.

## **13 Severance**

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.