



## Service Agreement / Terms of use

This Service Agreement, including the information submitted to The Coding Company upon your registration for the Service (“Registration”), sets forth an agreement (the “Agreement”) between [You or Your Company’s Name] (“You” or “Your”) and The Coding Company B.V. (“The Coding Company”), for Your limited right to access and use the Service (the “Service”), whether You obtained are accessing the Service directly from The Coding Company or an authorized reseller of The Coding Company B.V. (“Authorized Reseller”).

BY USING THE SERVICE, YOU AGREE TO BE BOUND BY THIS AGREEMENT, INCLUDING FUTURE REVISIONS AND TO USE THE SERVICE IN COMPLIANCE WITH ANY REQUIREMENTS OR POLICIES PROVIDED BY THE CODING COMPANY ON ITS WEBSITE AND UPDATED FROM TIME TO TIME. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT APPLY FOR, ACCEPT, OR USE THE SERVICE BY CLICKING “ACCEPT” OR BY USING THE SERVICE.

1. **Service Description.** Upon Your completion of Registration and The Coding Company’ acceptance of Your Registration request, You will be entitled to use the Service in accordance with the terms of this Agreement and any service descriptions or other documentation provided on The Coding Company’ website as updated from time to time. The Service will permit You to scan the externally facing website(s) or IP Addresses identified by You (the “Site”) and evaluate them for vulnerabilities or the presence of malware or other malicious software potentially harmful to visitors to the Site. During the term, The Coding Company will automatically provide You with (i) automated alerts when scans are completed and vulnerabilities or malware is detected and (ii) the results of scans, including reports summarizing The Coding Company’ findings regarding the Site or IP Addresses identified by You for scanning (the “Reports”).

You acknowledge and agree the Service and use of the Reports are free and provided at no charge to You. The Service DOES NOT INCLUDE TECHNICAL PHONE SUPPORT OF ANY KIND. From time to time, The Coding Company may impose additional rules or requirements regarding the use of the Service. The Coding Company further reserves the right to change the Service of features at any time without prior notice.



2. **User Name and Password.** Upon The Coding Company' acceptance of Your Registration, You will be registered and receive an email with a link to generate Your own password for accessing and using the Service. The Coding Company stores Your password in encrypted form and only You have access to it. You will be responsible for keeping Your user name and password confidential. You shall notify The Coding Company or its Authorized Reseller immediately upon learning of any unauthorized use of Your user name or password. Until such time as You notify The Coding Company of any unauthorized use of Your user name or password, You will be responsible for all activities and charges incurred through the use of Your user name and password, and will indemnify and hold harmless The Coding Company for any claims, liability, damages, losses and costs (including reasonable attorneys' fees) to the extent resulting from such use.
  
3. **Restrictions.** Your use of the Service is subject to the following restrictions and You hereby covenants as follows: (a) You may use the Service only to scan Site(s) owned by and registered to You, or for which You otherwise have the full right, power, and authority to consent to scan. (b) You may not use the Service except for the limited purpose of accessing the Service's user interface and reviewing, solely for Your own internal business purposes, only such malware and vulnerability threat results as set forth in the reports of the scans provided by The Coding Company (the "Reports"). (c) You may not use the Service if You are a competitor of The Coding Company nor use the Reports for competitive analysis. (d) While there is no software transfer necessary from The Coding Company to You to effectuate the Service, You agree not to reverse engineer, decompile, or disassemble any software that provides the Service, or otherwise attempt to derive the processes by which the Service is provided or the Reports are generated, except to the extent the foregoing restriction is expressly prohibited by the applicable law of a foreign jurisdiction. (e) Upon cancellation or termination of the Agreement You must cease all use of the Service, including any downloads of Reports.
  
4. **Cancellation.** The Coding Company may cancel the Service and deny Your right to use it or any part of it any time, for any reason with or without notice. You may discontinue use of the Service at any time and agrees to cease using the Service or downloading any Reports. This Agreement shall commence on the date that You complete the Registration and terminates either on the date that the Service ends or on the date either party cancels the Service. Sections 2, 3, 5, 6, 7, 8, 10, 11 shall survive any termination or cancellation of this Agreement.



5. Ownership and Confidentiality. All intellectual proprietary rights now known or hereafter recognized in any jurisdiction in and to the Service and the Reports are owned by The Coding Company and/or its licensors. You agree to make no claim of interest therein or ownership thereto. You further acknowledge that the Service's structure, organization, and code are the valuable trade secrets of The Coding Company and/or its licensors, and all data and information contained within the Service or the Reports (excluding individual factual data gathered from the Your Site) are confidential information of The Coding Company. You agree to keep such information in confidence and not to disclose it to any third parties. You may not access, use or refer to any such information except for the limited purpose of generating Reports for the Site(s) which You have authorized the Service to scan, and using such Reports for internal business purposes, solely for the purpose of identifying potentially harmful malware or other vulnerability assessment with regard to the Site. Nothing in this Agreement shall prohibit The Coding Company from using aggregated data collected by the Service in any format for any purpose, provided that such data cannot be identified to or associated with You or Your Site(s).
  
6. Site Scanning; Indemnity. (a) You represent and warrant that You have full right, power, and authority to consent to have the Service scan for malware or other vulnerabilities of the Site identified to The Coding Company for scanning, whether electronically or by any other means, whether during initial Registration or thereafter. You will indemnify and hold harmless The Coding Company, its Authorized Resellers, partners and sponsors, and their officers, directors, employees and agents from and against any third-party claims, suits, liabilities, losses, damages, judgments, awards, fines, penalties, costs and expenses (including reasonable attorneys' fees) incurred by or levied against the same resulting from or based on Your use of or inability to use the Service, including any claim resulting from Your breach of this Section 6. (b) You also acknowledge and agree that the scanning of such Site may expose malware and other vulnerabilities and in some circumstances could result in the disruption of services at such Site. Due to the nature of scanning, You acknowledge and agree that the Service involves substantial risk and as a consequence, You assume the risk for all damages, losses and expenses resulting from Your use of the Service.



7. Modifications to Agreement. Except as otherwise provided in this Agreement, You agree, during the term of this Agreement, that The Coding Company may: (a) revise the terms and conditions of this Agreement; and/or (b) change part of the Services provided under this Agreement at any time. Any such revision or change will be binding and effective thirty (30) days after posting of the revised Agreement or change to the Service on The Coding Company' website, or upon notification to You by e-mail. You agree to periodically review The Coding Company' website, including the current version of this Agreement, to be aware of any such revisions. If You do not agree with any revision to the Agreement, You shall immediately cease using the Service or Reports. By continuing to the Service after any revision to this Agreement or change in Service, You agree to abide by and be bound by any such revisions or changes.
  
8. Warranty Disclaimer. YOU AGREE THAT YOUR USE OF THE SERVICE IS SOLELY AT YOUR OWN RISK. THE SERVICE AND REPORTS ARE BEING PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND AND THE CODING COMPANY, ITS AUTHORIZED RESELLERS, PARTNERS AND SPONSORS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY, ACCURACY AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. Without limiting the foregoing, The Coding Company makes no warranty that the Service will be error-free, complete, free from interruption or failure, or absolutely secure from unauthorized access, or that the Service will detect all forms of malware or every vulnerability threat to Your Site(s) network or systems.
  
9. Limitation of Liability. THIS SERVICE IS BEING PROVIDED TO YOU FREE OF CHARGE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES SHALL THE CODING COMPANY, ITS SUCCESSORS, ASSIGNS, OR AUTHORIZED RESELLERS, BE LIABLE TO YOU UNDER THIS AGREEMENT FOR ANY DAMAGES OF ANY KIND, INCLUDING LOSS OF PROFITS, LOSS OF DATA, WEBSITE, APPLICATION OR EQUIPMENT DOWNTIME, OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES OF ANY KIND WHATSOEVER, WHETHER IN TORT, CONTRACT OR OTHERWISE, ARISING OUT OF YOUR USE OR INABILITY TO USE THE SERVICE, EVEN IF THE CODING COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE CODING COMPANY' AND ITS AUTHORIZED RESELLERS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES IN ANY ONE OR MORE CAUSES OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED \$100.



10. United States Export Restrictions. You may not download, export, or re-export any software or technical data received hereunder, regardless of the manner in which received, (a) into, or to a national or resident of, any country to which the United States has embargoed goods, or (b) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By using the Service, You represent and warrant that You are not located in, under the control of, or a national or resident of any such country or on any such list.
  
11. General. You agree to comply with all applicable laws in its use of the Service. This Agreement is governed by the laws of the Netherlands, without reference to conflict of laws principles. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. Any dispute between You and The Coding Company regarding this Agreement will be subject to the exclusive jurisdiction of the Netherlands. This Agreement is the entire agreement between You and The Coding Company and supersedes any other communications or advertising with respect to the Service and documentation. If any provision of this Agreement is held invalid, the remainder of this Agreement will continue in full force and effect. No provision of this Agreement shall be deemed waived or modified except in a writing signed by an authorized representative of The Coding Company. There are no implied licenses hereunder. You may not assign this Agreement without the prior written consent of The Coding Company. The parties to this Agreement are independent contractors. Neither party is an agent, representative, joint venture, or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind the other party. Each party shall bear its own costs and expenses in performing this Agreement