

Terms and Conditions

Last updated: August 1, 2023

Please read these terms and conditions carefully before using Our Service.

Art. 1 Interpretation and Definitions

1.1

The words of which the initial letter is capitalized have meanings defined under the following conditions in art. 1.2. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

1.2

For the purpose of these Terms and Conditions:

Account means a unique account created for You to access our Service or parts of our Service.

Affiliate means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

Application means the endpoint software program called Bodyguard provided by the Vendor downloaded by You on any Device. The Application provides a Content, Disarm and Reconstruction tool that neutralizes file based threats. The software is a client side solution which means that all processing is performed on the user's device without the need to share the actual file data content with Us.

Country refers to the Netherlands.

Vendor (referred to as either "the Vendor", "Vendor", "We", "Us" or "Our" in these Terms) refers to Virtual Bodyguard B.V., Wilhelmina van Pruisenweg 104, 2595 AN Den Haag.

Desktop means any desktop running with Windows 10+ or Windows Server 2016+.

Feedback means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.

License refer to the services or access to the Service offered on a License basis by the Vendor to You.

Service refers to the Application.

Terms (also referred to as "Terms and Conditions") mean these Terms and Conditions that form the entire agreement between You and the Vendor regarding the use of the Service.

Third-party SMS means Third-Party Social Media Service, any services or content (including data,

information, products or services) provided by a third-party that may be displayed, included or made available by the Service.

You means the individual accessing or using the Service or the company or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Art. 2 Acknowledgment

2.1

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Vendor. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

2.2

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

2.3

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

2.4

You represent that you are over the age of 18. The Vendor does not permit those under 18 to use the Service.

2.5

If You provide the Services to Your customers as a managed service provider or if you are a party to a managed service provider agreement with the Vendor (including via an authorized Virtual Bodyguard distributor), the Services are licensed to You only for the operations of Your customers. You are responsible for (i) the compliance with these Terms by Your customers (ii) obtaining the consent of each of Your customers to these Terms as a condition to use by each such customer of the Service; and (iii) maintaining an evidence of such consent.

2.6

Certain aspects of the Service are linked and connected to third party services. You agree that the Vendor has no control over the third party services nor the content or information posted therein. The Vendor shall have no responsibility or liability whatsoever in connection with any third party services. Third party services may have terms of use and privacy policies that are different from those herein. You are responsible to review such terms and policies at the third parties' websites'

respective privacy notices and terms of service.

Art. 3 License

3.1

The Service is available only with a paid License. The Vendor hereby grants only to You, a non-exclusive, non-sublicensable, non-transferable license for the service term to access and use the Service in accordance with the relevant documentation provided by the Vendor.

3.2

You may cancel Your License renewal either through Your Account settings page or by contacting the Vendor. You will not receive a refund for the fees You already paid for Your current License period and You will be able to access the Service until the end of Your current License period.

3.3

You shall provide the Vendor or (if applicable) the reseller, service provider or distributor with accurate and complete billing information.

3.4

You will be billed in advance on an annual or monthly basis. At the end of each twelve month-period, Your License will automatically renew under the exact same conditions unless You cancel it within a three month period before the ending of the twelve month-period or the Vendor cancels it.

3.5

In the event that automatic payment has been agreed, the following applies: Should automatic billing fail to occur for any reason, the Vendor will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

3.6

The Vendor, in its sole discretion and at any time, may modify the Licensing fees up to 10% annually. Any Licensing fee change will become effective at the end of the then-current License period.

3.7

The Vendor will provide You with reasonable prior notice of any change in License fees to give You an opportunity to terminate Your License before such change becomes effective. Your continued use of the Service after the License fee change comes into effect constitutes Your

agreement to pay the modified fee amount.

3.8

Except when required by law, paid License fees are non-refundable. Certain refund requests for Licenses may be considered by the Vendor on a case-by-case basis and granted at the sole discretion of the Vendor.

3.9

You may not:

1. Make modifications to the software.
2. Inspect the source-code in any way.
3. Commercialize the software without prior permission from the Vendor.
4. Create any product or service based on the software.
5. Make copies of the software and/or transfer the software or services to anyone else, including by sub-licensing or assigning them.
6. Try to get around any technical protection measures in the software.
7. Install the software or services on more Desktops than You are permitted to.
8. Continue to use the software or services after your rights to use the software or services have expired or been terminated.
9. You shall not use the Services to conduct any activity which is fraudulent and/or which violates any applicable law or regulation, infringes rights of any party or breaches these Terms and the terms of use of any third party SaaS (software as-a-service) application linked or connected to the Service.
10. You acknowledge that the source code underlying the Service, and any other underlying ideas or concepts, are valuable intellectual property of the Vendor and You agree not to attempt to (or permit others to) decipher, reverse translate, decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms or file formats or programming or interoperability interfaces of any portion of the Technology by any means whatsoever.

If You do any of the things listed above Your License will be revoked immediately and You will be fully liable for any damage.

Art. 4 User Accounts

When You create an account with Us, You must provide Us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Service.

Art. 5 Intellectual Property

5.1

The Service, source-code and material and its original content (excluding content provided by You or other users), features and functionality are and will remain the exclusive property of the Vendor and its licensors.

5.2

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

5.3

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Vendor.

Art. 6 Term and termination

6.1

The term will be established separately by the Vendor and You. Unless otherwise agreed upon, the term of the agreement is set at a standard period of twelve (12) months. The agreement can be terminated by any of the parties, provided a notice period of three (3) months is respected. If the agreement is not terminated within three (3) months prior to the end of the term, the agreement will automatically be renewed for a new term of twelve (12) months.

6.2

We may terminate or suspend Your Account immediately without prior notice or liability if You breach these Terms and Conditions.

6.3

Upon termination, Your right to use the Service will cease immediately. If You wish to terminate Your Account, You must report this to the Vendor, see article 16 for the contact details.

6.4

If You use the Service for an initial trial or evaluation period, the right to use the Services is valid only for the designated period determined by the Vendor, at its sole discretion, and is designed to allow You to evaluate the Services during such period. The Vendor may, in its sole discretion, at any time prior to or during such period, discontinue provision of the Services and terminate the right to use the Services with immediate effect. Upon expiration or termination of such period, Your rights under these Terms with respect to such terminated or expired Services shall terminate.

Art. 7 Limitation of Liability

7.1

Save for damage caused by the deliberate act or gross negligence of the Vendor, the Vendor is liable to You only for direct damage suffered by You as a result of the Vendor's attributable failure under these Terms.

7.2

Notwithstanding any damages that You might incur, the entire liability of the Vendor and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to compensation for direct damage up to a maximum of 50 % of the compensation (excl. VAT) paid over the previous 12 months, and in any case up to the maximum amount that the insurer actually pays out to the relevant party, without taking into account any deductible.

7.3

To the maximum extent permitted by applicable law, in no event shall the Vendor or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Vendor or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

7.4

The Vendor accepts no liability if the website or the services it offers are (temporarily) unavailable.

7.5

The Vendor accepts no liability for any damage without the cause of this being due to gross

negligence or intent on the part of Vendor.

7.6

You are fully responsible for any use of the Services. Vendor is never liable for damage that the You have caused to yourself or to third parties/others while using the Service. This includes potential shortcomings in the use of the Service that arises from configuration settings of the software as set by You.

7.7

The Vendor is not liable for damage, of whatever nature, caused by the Vendor based on incorrect and/or incomplete information and/or data provided by or on behalf of the user.

7.8

The Vendor can in no way be held liable for the loss of the login codes applied and/or created by the user. The Vendor cannot be held responsible or liable for unauthorized use by third parties as a result of loss of the login codes of the user whose login codes or account are used unauthorized by third parties and changes to related software or operating systems that are beyond the Vendors responsibility.

7.9

Parties may only claim compensation for their damage as referred to in paragraph 1 when the aggrieved party puts the party who is in breach or acting unlawfully on notice, and the latter party does not comply with the obligation or remedy the unlawful situation within the specified period. The requirement to serve a notice of default is waived if the fulfillment of the obligation or remedy of the situation is permanently impossible. All claims against Vendor that have not been submitted in writing to Vendor within one year after their origin, are expired.

Art. 8 "AS IS" and "AS AVAILABLE" Disclaimer

8.1

Much attention is paid to the quality of the Service. However, the Vendor cannot guarantee the continuous availability of the Services, the correctness of all data and information on the website and/or the prevention of unauthorized use thereof by third parties. The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Vendor, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and

non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Vendor provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

8.2

Without limiting the foregoing, neither the Vendor nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service.

Art. 9 Privacy

9.1

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Vendor. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service, which is available at www.bodyguard.io.

9.2

You are responsible to obtain all necessary authorizations, approvals, consents and permits per the applicable law (if any) for: (i) providing the data You share with the Vendor in connection with the Services and/or Your communication with the Vendor; and (ii) Vendor's processing and storing of such data in accordance with the Privacy Policy.

Art. 10 Your Feedback to Us

You assign all rights, title and interest in any Feedback You provide the Vendor. If for any reason such assignment is ineffective, You agree to grant the Vendor a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

Art. 11 Governing Law

The laws of the Country (The Netherlands) shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

Art. 12 Severability and Waiver

12.1

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

12.2

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

Art. 13 Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

Art. 14 Changes to These Terms and Conditions

14.1

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time.

14.2

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

Art. 15 Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Vendor.

Art. 16 Contact Us

If you have any questions about these Terms and Conditions, You can contact us by
email: info@bodyguard.io