

## **End User License Agreement**

These terms and conditions apply to the use of the Personal Software Inspector software (hereinafter "the Software") and Secunia's Online Services on secunia.com (hereinafter "the Website Service"), including the use of the information services from the Website Service. In using the Software and the Website Service, you agree to be bound by these terms and conditions. If you do not accept these terms and conditions you must refrain from using the Software and the Website Service. These terms and conditions must be read in conjunction with any other applicable terms and conditions governing the use of the website secunia.com (hereinafter "the Website").

The Secunia Personal Software Inspector is for personal use on private PC's only. It is strictly prohibited to use the Secunia Personal Software Inspector on systems, which are owned or operated by companies, organisations, educational institutions, government entities, or other commercial or non-commercial entities.

## **1 Terminology**

- 1.1 In these terms and conditions the expression "we", "us" and "our" are a reference to Secunia ApS.

## **2 Registered User**

- 2.1 In order to be able to access and use the Software and the Website Service, you must become registered as user (Registered User). To become a Registered User, you must complete your registration details in the manner described on the Website.
- 2.2 You agree to ensure that your registration details are true and accurate at all times. Specifically, you must notify us of any change to the registration details as originally supplied.
- 2.3 Secunia reserves the right to terminate your registration and hereby your access to the Software and Website Service at any time if you breach the terms and conditions.
- 2.4 Your registration and use of the software may be terminated at any time by us without notice. Our disclaimer will nevertheless survive any such termination.

## **3 Conditions of use of the Software and the Website Service**

- 3.1 The Secunia Personal Software Inspector is for private and personal use only. Usage on private and personal computers is free of charge. Installation and usage of the Secunia Personal Software Inspector on systems owned or operated by corporate entities, organisations, educational institutions, government entities, or other commercial or non-commercial entities is prohibited. Secunia reserves the right to charge a fee for any use, which is not private and personal.
- 3.2 The Software and the Website Service may only be accessed and used by the person and the household of the person, who has become a Registered User.
- 3.3 We reserve the right to monitor your usage of the Software and the Website Service in order to verify that your usage comply with these terms and conditions.
- 3.4 You are solely responsible and liable for use of the Software and the Website Service. You must notify us immediately if you suspect that there has been any illegitimate use of the Software and the Website Service.
- 3.5 Shared access to the Software and the Website Service with other than your household members is not permitted under these terms and conditions without our prior written consent.
- 3.6 The Software and the Website Service may not be used for business or commercial purposes.

## **4 Disclaimer**

- 4.1 We shall not be liable to you (or any other person or entity) for indirect, special, incidental, consequential, punitive or exemplary damages arising out of your use of the Software, the Website Service, the Website or any linked website, nor do we accept any responsibility for any such loss arising out of your use of or reliance on information provided by, contained on or accessed through the Software, the Website Service or the Website.

- 4.2 To the extent permitted by law, any condition or warranty, which would otherwise be implied into these terms and conditions, is hereby excluded.

## **5 Specific Warnings**

- 5.1 The Software will detect and disclose potential vulnerabilities in your system with great accuracy. However, we cannot and do not make any warranties that the use of the Software will detect and disclose all kinds of vulnerabilities and risks in your system.
- 5.2 You accept that any information provided by us is general information and is not in the nature of advice. We endeavor to ensure that that any information provided by us is accurate. However, we do not warrant the accuracy, adequacy, or completeness of such information
- 5.3 Accordingly, we do not accept responsibility for loss suffered as a result of reliance by you upon the accuracy or currency of information provided by us as it remains your responsibility to evaluate the accuracy, completeness, and usefulness of any such information.
- 5.4 Responsibility for the content of advertisements appearing on the Website (including hyperlinks to advertisers' own websites) rests solely with the advertisers. The placement of such advertisements does not constitute a recommendation or endorsement by us of the advertisers' products and each advertiser is solely responsible for any representations made in connection with its advertisement.

## **6 Linked Web Sites**

- 6.1 The Website may contain links to other websites ("Linked Websites"). Those links are provided for convenience only and may not remain current or maintained.
- 6.2 We are not responsible for the content or privacy practices associated with Linked Websites.
- 6.3 Our links with Linked Websites should not be construed as an endorsement, approval, or recommendation by us of the owners or operators of those Linked Websites, or of any information, graphics, materials, products, or services referred to or contained on those Linked Websites, unless and to the extent stipulated to the contrary.

## **7 Security of Information**

- 7.1 As a part of our services, we will detect which of the applications covered by the Software you have on your system and then register which of these applications you have on your system. The registered applications are then continuously matched against our database to determine whether they are up-to-date or not.
- 7.2 All information about the applications on your system will be deleted if your registration is terminated.
- 7.3 Apart from the information on covered applications, cf. section 7.1, we do not backup or, in any matter, store any of the data transmitted between Secunia and you.
- 7.4 We strive to protect any information transmitted between Secunia and you, including data transmitted in use of the Software. However, we do not warrant and cannot ensure the security of any information transmitted between Secunia and you.

- 7.5 You must take your own precautions to ensure that the process, which you employ for accessing the Software, the Website Service, or the Website does not expose you to the risk of viruses, malicious computer code, or other forms of interference, which may damage your own computer system. Thus, we do not accept responsibility for any interference or damage to the data transmitted between you and Secunia or your computer system which arises in connection with your use hereof.
- 7.6 The reports and alerts generated by the Software is accessible for all local users. The reports may include details about executables and program libraries placed under private folders. This is intended design as this is a consumer oriented application for home PCs only.
- 7.7 Accordingly, by using the Software or any of our services you have accepted that any transmitted data in this process is transmitted at your own risk.

## **8 Intellectual Property Rights**

- 8.1 All rights to the Software, the Website Service and the Website (including text, graphics, logos, icons, sound recordings, and software) is owned or licensed by us. Information procured from a third party may be the subject of rights owned by that third party. Other than for the purposes of and subject to the conditions prescribed under the Danish Copyright Act or expressly authorised by these terms and conditions, you may not in any form or by any means:  
  
adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of the Software, the Website Service or the Website; or commercialise any information, products or services obtained from any part of the Software, the Website Service or the Website; without our written permission or, in the case of third party material, from the owner of the right in that material.
- 8.2 "Secunia" and "Personal Software Inspector" are trademarks of Secunia.
- 8.3 You must not use any of our trademarks in or as the whole or part of other trade marks; in connection with activities, products or services which are not ours; in a manner which may be confusing, misleading or deceptive; in a manner that disparages us or our information, products or services (including this the Software, the Website Service and the Website).

## **9 Choice of law and jurisdiction**

- 9.1 The validity, interpretation, and performance of these terms and conditions shall be controlled by and construed under the laws of Denmark. The United Nations' Convention on the International Sale of Goods shall not apply.
- 9.2 Any dispute arising out of or relating to these terms and conditions shall be settled by the Court of Copenhagen in accordance with its procedural rules.

## **10 General**

- 10.1 We accept no liability for any failure to comply with these terms and conditions where such failure is due to circumstances beyond our reasonable control.
- 10.2 If we waive any rights available to us under these terms and conditions on one occasion, this does not mean that those rights will automatically be waived on any other occasion.

10.3 If any of these terms and conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions shall nevertheless continue in full force.

**By installing this software you acknowledge that you have read, understood, and accepted the above terms of use.**