

Terms and Conditions & Privacy Policy

DCCI INVEST 2013 ApS
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EULA End user license agreement

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

OBS: Note that the Terms and Conditions may vary depending on whether the transaction is made by B2B (Business 2 Business) or B2C ([business-to-consumer](#)) (private person making a transaction for private use)

1. STATUS OF TERMS

1.1 These terms constitute a legal document ("the Agreement"), which sets out the rights and obligations of you as a purchaser ("you"), and those of SecPoint ("SecPoint", "we" or "us"), in relation to the services and products offered by us through this site or any of the other sites owned by us. By registering for SecPoint services, you agree to the terms of this Agreement, and you re-affirm that agreement every time you use any of our services.

1.2 You agree to provide true, accurate, current and complete information about you as prompted by our registration form (such information being the "Registration Data"); and promptly update the Registration Data to keep it true, accurate, current and complete.

1.3 If you provide any information that is untrue, inaccurate, not current or incomplete, or SecPoint has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, SecPoint has the right to suspend or terminate your transactions, cease supply and refuse you any and all current or future use of the SecPoint website (or any portion of it).

This Agreement contains the terms and conditions that apply to your purchase from SecPoint that will be provided to you ("Corporate or Private

Sector Customer" or "Customer") on orders for SecPoint IP subscriptions, Protectors, Portable Penetrator, Penetrators and or any other products supplied by SecPoint.

By accepting delivery of the IP subscriptions Protectors and Penetrators and support, Customer agrees to be bound by and accepts these terms and conditions. These terms and conditions are subject to change without prior written notice at any time, in SecPoint 's sole discretion.

1.4 Customer agrees to comply with all applicable laws and regulations. Customer agrees and represents that it is buying for its own internal use only, and Not for resale. SecPoint has separate terms and conditions governing resales.

2. PLACE OF PERFORMANCE AND APPLICABLE LAW

SecPoint is a company registered in the Kingdom of Denmark. Those who choose to access this site from other locations are responsible for compliance with local laws if and to the extent local laws are applicable. Danish law shall govern this Agreement. You and we each submit to the exclusive jurisdiction of the Danish courts in relation to disputes arising out of this Agreement.

Governing Law and Venue

THIS AGREEMENT AND ANY SALES THEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE KINGDOM OF DENMARK, WITHOUT REGARD TO CONFLICTS OF LAWS RULES, AND INTERPRETED

EXCLUSIVELY BY THE MARITIME AND COMMERCIAL COURT IN COPENHAGEN.

3. PLACING AN ORDER

3.1 A notice will be displayed on your web browser before you submit an order with SecPoint. This contains important information such as a description, price and delivery charges pertaining to the good or services ordered. SecPoint suggests that you print off a hard copy of the notice or save a copy to your hard drive for your own records.

3.2 Goods supplied to you by SecPoint will correspond with their prices and description (subject to E & OE).

4. Payment Terms; Orders; Quotes; Interest.

Terms of payment are within SecPoint 's sole discretion, and unless otherwise agreed to by SecPoint , payment must be received by SecPoint prior to SecPoint 's acceptance of an order. Payment for the products and services and support will be made by credit card, wire transfer, or some other prearranged payment method unless credit terms have been agreed to by SecPoint. Any quotations given by SecPoint will be valid for the period stated on the quotation. Customer agrees to pay interest on all past-due sums at the highest rate allowed by law.

4.1 Payment

On web store <https://shop.secpoint.com> payment can be made with:

- Dankort / Credit cards.
- Bank transfer (fee) note! By bank transfer you are not protected by the objection system. Read **why**

No fee is charged by payment on the web store.

The amount will be (debited to or from your) account when the goods are shipped.

A larger amount can never be debited than what you have approved at the time of purchase.

5. Shipping Charges; Taxes.

Separate charges for shipping and handling will be shown on SecPoint 's invoice(s). Unless Customer provides SecPoint with a valid and correct tax exemption certificate applicable to the product ship-to location prior to SecPoint 's acceptance of the order, or SecPoint is otherwise not liable for collecting taxes and duties, the Customer is responsible for sales and all other taxes associated with the order, however designated. If applicable, a separate charge for taxes will be shown on SecPoint 's invoice.

Delivery cost is not included. Delivery time up to 3-4 weeks on hardware orders.

Kaspersky & BitDefender Anti Virus Not included with the Protector. Must be purchased separately from the AV vendor. Functionality of a unit will be disabled if the update service is expired. The daily mail processing numbers requires grey listing functionality to be enabled. **On larger Hardware Orders in B2B purchase a 50 % prepayment will be required.**

Functionality of a unit will be disabled if the update service is expired. The daily mail processing numbers requires grey listing functionality to be enabled.

6. Delivery

To have your product delivered, you must pay freight. Freight depends on the weight and size of the package and may vary between:

Freight cost will be shown in the order process. Freight cost can vary depending on the size of

the order shipping, country location and quantity. Shipping Prices will be show in the order page.

For Software only or cloud orders there will be digital login or download and no shipping costs added.

We use EMS, UPS, DHL whichever one has the lowest rate

Delivery is made with (above mentioned carrier). Delivery time is (1 week to 2 months). We deliver to countries worldwide not bound by trade . embargo

7. CONTENT

SecPoint will only be liable for consequential losses within the contemplation of the parties.

Certain links in this site (typically a banner advert or icon) will lead to sites, which are not under the control of SecPoint. When you activate any of these you will leave the SecPoint site and we have no control over the information which may be displayed. SecPoint will accept no responsibility or liability for the material on any site which is not under the control of SecPoint.

7.1 Exchanges.

From time to time, SecPoint may, in its sole discretion, exchange products or portions of a product. Any exchanges will be made in accordance with SecPoint 's exchange policies in effect on the date of the exchange.

8. Service and support.

SecPoint will provide general service and support, in accordance with the then-current service and support policies and conditions in effect. If Corporate or Private Sector Customer purchased optional services and support, SecPoint will provide the optional service and support to Customer. SecPoint may, at its discretion, revise its general and optional service and support programs and the terms and conditions that govern them. The services and support programs and their terms and conditions in place at the time of purchase will apply to Customer's purchase. SecPoint has no obligation to provide service or support until SecPoint has received full payment for the Product or services and support that Customer purchased. SecPoint must have full access to the unit to do support.

9. COPYRIGHTS

All designs, text, graphics and their selection and arrangement on this site are the copyright of SecPoint. Any other use of materials on this site without SecPoint's prior written consent is strictly prohibited.

9.1 Protection of Information.

Customer agrees that aspects of the Software and associated documentation, including the specific design and structure of individual programs, constitute trade secrets and/or copyrighted material of SecPoint. Customer shall not disclose, provide, or otherwise make available such trade secrets or copyrighted material in any form to any third party without the prior written consent of SecPoint . Customer shall implement reasonable security measures to protect such trade secrets and copyrighted material. Title to Software and documentation shall remain solely with SecPoint. SecPoint has the final explanation right to all the terms above.

10. SOFTWARE

10.1 Intellectual property rights in any software or any other copyrighted materials ("Software") and supporting documentation supplied by us to you remain our property or that of our licensors.

10.2 Without our written consent and without affecting any applicable statutory rights under the Copyright and Related Rights Act 2000 you shall not and shall not permit any other person to:

10.2.1 disassemble, reverse engineer, decompile or in any other way interfere with the Software;

10.2.2 copy or modify the Software; or

10.2.3 create any new Software partly or wholly based on the Software.

10.3 Subject to the terms of this Agreement, you are licensed to use the Software and associated documentation non-exclusively, but only for the purposes identified on the site in relation to the Software.

10.4 You must not transfer, assign or sub-license your right to use the Software or attempt to do so.

10.5 Use of any software may also be governed by licensing terms as stipulated by the producers of the software and the terms of this Agreement operate in addition to rather than in replacement of the licence stipulations set out by the producer, details of which can be obtained directly from them.

11. MATTERS BEYOND OUR REASONABLE CONTROL

SecPoint shall not be held liable for any breach of this Agreement caused by circumstances out of its control including, but not limited to, Acts of God, fire, lightening, flood, or extremely severe weather, explosion, war, disorder, flood, industrial disputes (whether or not involving our employees), acts or omissions of Internet services providers or acts of local or central Government or other competent authorities.

12. LANGUAGE

In the event of conflict or inconsistency between the terms of the English language version of any communications sent by SecPoint, including this Agreement, and any translation provided by us, the English language version shall prevail.

13. SECPOINTS PRIVACY POLICY

Due to the ordering process certain information given by you at the time of ordering is collected lawfully and in accordance with the Data Protection Acts 1998 to 2003, solely by SecPoint. SecPoint does not disclose any customer information to any third parties. The information is used only for the purpose of processing your request and to communicate with you on any matters relating to the provision of the service in general. Information and statistics may also be used for the purpose of monitoring site usage. These statistics will not include any information that can be used to identify any individual.

Cookies may be used on this shopping site;

- To keep track of the contents of your shopping cart once you have selected an item.
- To keep track of products you have viewed to enable us to tailor advertising based on your browsing behaviour, in doing so we do not capture any personalised information that would enable us to identify the user.

In order for you to enter into an agreement with us on <https://shop.secpoint.com>, we need the following information:

Name

Address

Telephone number

E-mail address

Order information

Product order.

We carry out registration of your personal data with the purpose to be able to deliver the product to you.

The data is registered at DCCI INVEST 2013 ApS and will be kept for a period of five years to comply with Danish rules for book keeping. Afterwards the information will be deleted.

The payment information will go via Paypal if Paypal payment option is chosen.

When personal data is collected via our website, we ensure that this always takes place when you have given your express consent, so that you are informed about the exact information that is being collected and why.

The director and Dandomain hosted webshop platform of DCCI INVEST 2013 ApS have access to the information that is registered about you.

The data controller on web <https://shop.secpoint.com> is DCCI INVEST 2013 ApS.

Information provided to web <https://shop.secpoint.com> is in no way passed on or sold to third parties, and we register no sensitive personal data.

NOTE! If you have an agreement with for example a notification site, it will be considered as information is being passed on to third parties. You must provide information on this here and specify to whom you are passing on information.

As registered with DCCI INVEST 2013 ApS you have the right to object to the registration. You will also have the right to have access to the information that has been registered on you. You have these rights pursuant to the act on processing of personal data. Inquiries in this connection must be addressed to DCCI INVEST 2013 ApS via e-mail info@secpoint.com.

If you have any concerns regarding the privacy of this site please contact us via email (support@secpoint.com).

14. SITE SECURITY

The entire checkout process for the SecPoint web site is held on a secure server using a verified SSL (secure socket layer) system for transferring data. If you click on the small padlock symbol at the bottom of your browsers screen you will be taken to this sites security certificate. If you have any concerns regarding the security of this site please inform us by email (support@secpoint.com).

15. Risk of Loss

To products passes from SecPoint to Customer on shipment from SecPoint 's facility. Loss or damage that occurs during shipping by a carrier selected by SecPoint is SecPoint 's responsibility. Loss or damage that occurs during shipping by a carrier selected by Customer is Customer's responsibility. Title to software will remain with SecPoint .

The section below only applies for B2C (Private person making a transaction for private use)

16. RETURNS POLICY (B2C)

16.1 Rights of Return

You have 14 days right of cancellation, when you shop at web <https://shop.secpoint.com>.

The right of cancellation period expires 14 days after the day you;

- a) have received your product
- b) receive the final product in physical possession, when it is an agreement regarding several different products, which have been ordered in one order, and which are delivered individually
- c) receive the last lot or the last part in physical possession, when it is an agreement on delivery of a product, which consists of several lots or parts

You must within 14 days of the receipt notify us if you regret your purchase. The announcement must be made through support@secpoint.com. In your message you must make it clear that you want to use your right of cancellation. You can also choose to use our standard cancellation form and return this to us. You

can find it included your order confirmation/product and at the bottom of this document//[here](#)(the form will be received on email)

You cannot regret just by denying receipt of the product without at the same time making this clear to us. Customers are strongly advised to check suitability and specifications of products before ordering.

16.2 Return

You must send your order back to us without undue delay and no later than 14 days after you have informed us that you wish to regret your purchase. You must pay the direct cost of returning the product. At returning you are responsible for the product being wrapped securely. You bear the risk of the product from the time of delivery of the product.

The following product types are excluded from the right of cancellation:

1. performed non-financial services, if the delivery of the service has started with the consumer's prior express consent and recognition of the fact that the right of cancellation will cease when the service is fully completed, for example repairs,
2. delivery of products manufactured according to the consumer's specifications or products which have been made clearly personalized,
3. agreements on specific urgent repair or maintenance work at the consumer, which the consumer in advance has expressly requested,
4. delivery of sealed audio or video recordings or computer software, on which the consumer has broken the seal,
5. delivery of digital content, which is not delivered on a physical medium, if performance has begun with the consumer's prior express consent and recognition of the fact that the consumer thereby will lose his right of cancellation,

You lose your right of cancellation if:

you break the seal on the audio or video recordings or computer software.

16.3 The condition of the product when you return it

You are only responsible for any deterioration in the product value which is due to other handling than what is necessary to determine the product's nature, characteristics, and the way it works. In other words - you can test the product in the same way as if you tested it in a physical store.

If the product has been tested in addition to what is described above, we consider it as used, which means that when returning the purchase or product, you only get part or none of the purchase price refunded, depending on the commercial value of the product.

To receive the full purchase price you must therefore do the same, as you will do in a physical store. You can test the product but you cannot start using the product.

16.4 Repayment of the purchase price

If you regret your purchase, you will of course receive the amount you have paid to us. In the event of a decrease in value for which you are responsible, this is deducted from the purchase price.

If you are using your right of cancellation, we will refund all payments received from you, including delivery costs (not, however, additional costs incurred as a result of your own choice of a different form of delivery than the cheapest form of standard delivery which we offer), without undue delay, and in any event no later

than 14 days from the date on which we have received notice of your decision to cancel this agreement. We implement such a repayment with the same means of payment, which you used for the original transaction, unless you have explicitly agreed to something else.

We can withhold repayment, until we have received the products back, unless you before then have provided documentation of having returned the products.

If you regret the purchase, the product must be sent to SecPoint Warehouse:
Depending on the product it can be sent to either 2300 Copenhagen S, Denmark or ShenZhen, 518129, China.

Should you not be happy with your purchase, please provide a detailed reason for returning the product, and deliver it personally at the above address. With prior agreement.

16.5 What should I also send back?

You must include a copy of the order confirmation. The expedition will happen faster if you also fill out our form/standard cancellation form or attach the following: form you will receive on email.

Note: We do not accept parcels sent cash on delivery.

17. FAULTY OR DAMAGED PRODUCTS(S) (B2C)

The Danish Sale of Goods Act's regulations regarding defects can apply to purchase of goods.

When you shop at <https://shop.secpoint.com> all appliances/hardware come with a 12-month warranty. This means that you can get either the product repaired, exchanged, receive your money back, or have a reduction of the price, depending on the specific situation.

It is of course a requirement that the complaint is justified, and that the defect is not due to an incorrect use of the product or other tortious behaviour.

17.1 How quickly should I complain?

You must complain within "reasonable time" after you have discovered the defect of the product. If you complain within two months after the defect has been found, the complaint will always be timely.

We will refund reasonable freight costs

If the complaint is justified, we will of course refund your (reasonable) freight costs.

The product should be sent to SecPoint Warehouse:

All returns must be approved with SecPoint before and a RMA number must be assigned.

Depending on product, it can be sent to 2300 Copenhagen S, Denmark or ShenZhen, 518129, China.

When you are returning the product please give as detailed an explanation as possible regarding the reasons for the return?

Note: We do not receive packets sent cash on delivery or similar.

Remember that the product always has to be sent back in the proper packaging, and make sure you get a receipt of dispatch, so that we can refund your freight costs.

18. Complaint procedure

In the unlikely event that you have any complaints as to our service or any of the goods and services supplied to you from our site, please contact us by email: support@secpoint.com

All complaints are taken seriously and will be investigated as soon as they are brought to our notice. We will

endeavor to rectify any problems as soon as possible.

If we, contrary to expectations, cannot find a solution, you can file a complaint with the Consumer Complaints Board -Naevnenes Hus

Toldboden 2

8800 Viborg

naevneneshus.dk

It is also possible to file a complaint to the EU commissions online dispute resolutions platform, which mainly will be relevant for consumers living in another European country. The ODR platform is accessible here: <http://ec.europa.eu/consumers/odr>

The section below only applies for B2B (Companies, associations etc.)

19. Faulty or damaged Products(s) (B2B)

When you shop at <https://shop.secpoint.com> you have 3-month to complain about faulty or damaged Products.

This means that you can get either the product repaired, exchanged, receive your money back, or have a reduction of the price, depending on the specific situation.

It is of course a requirement that the complaint is justified, and that the defect is not due to an incorrect use of the product or other tortious behaviour.

19.1 How quickly should I complain?

You must complain as soon as you have discovered the defect of the product.

20. LIMITATION OF LIABILITY (This section only applies for B2B)

20.1 Nothing in this Agreement shall affect the statutory rights of any consumer or exclude or restrict any liability for death or personal injury arising from the negligence or fraud of SecPoint, its staff or agents

20.2 Subject to clause 6.1, you agree that SecPoint shall not be liable either in contract, tort, negligence, statutory duty or otherwise, for any direct loss or damage (including loss or damage which is reasonably foreseeable or occurs naturally in the course of things) resulting from any acts, omissions, failures or delays occurring on or in relation to those parts of the Internet not under SecPoint direct control including, without limitation, damage for loss of business, loss of sales, non payment of sums due, loss of profits, business interruption, loss of reputation, loss of business information, or any other pecuniary loss (even where SecPoint has been advised of the possibility of such loss or damage).

20.3 The only liabilities that SecPoint can exclude are those arising from the following.

20.3.1 In cases where losses were not foreseeable to both parties when the contract was formed.

20.3.2 Where losses were not caused by any breach on the part of SecPoint.

20.3.3 For any business losses, and/or losses to non-consumers.

Secpoint does not accept liability beyond the remedies set forth herein, including any liability for products not being available for use or for lost or corrupted data or software, or the provision of services and support secpoint will not be liable for lost profits, loss of business or other consequential, special, indirect or punitive

damages, even if advised of the possibility of such damages, or for any claim by any third party except as expressly provided herein. This limitation of liability applies both to products and services and support customer purchases under this agreement. Customer agrees that for any liability related to the purchase of products or services bundled with the products, Secpoint is not liable or responsible for any amount of damages above the aggregate dollar amount paid by customer for the purchase of products under this agreement. Customer agrees that for any liability related to the purchase of services not bundled with products under this agreement, secpoint is not liable or responsible for any amount of damages above the aggregate dollar amount paid by customer for the purchase of services under this agreement.

22. Limited Software Warranty (This section only applies for B2B)

SecPoint warrants that commencing from the date of delivery to Customer:

- (1) the media on which the Software is furnished will be free of defects in materials and workmanship under normal use; and
- (2) the Software substantially conforms to its published specifications.

The date of shipment of a Product by SecPoint is set forth on the packaging material in which the Product is shipped. Except for the foregoing, the Software is provided AS IS. This limited warranty extends only to the Customer who is the original licensee. Customer's sole and exclusive remedy and the entire liability of SecPoint and its suppliers under this limited warranty will be, at SecPoint 's discretion, repair, replacement, or refund of the Software if reported (or, upon request, returned) to the party supplying the Software to Customer, if different than SecPoint . In no event does SecPoint warrant that the Software is error free or that the Customer will be able to operate the Software without problems or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks, SecPoint does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack. SecPoint® provides technical support service and software update, etc. only for registered users.

It is not allowed to circumvent the security functionality on the SecPoint® Products to gain more access than your license states.

If the user loses the USB dongle the user has to pay for a new one.

It is not allowed to open any of the SecPoint® hardware products.

It is not allowed to distribute the SecPoint® Products without SecPoint® acknowledgement

The SecPoint® products may have sharp corners and should be handled with care.

It is not allowed to use the information obtained by the SecPoint® products to cause damage to third parties.

SecPoint® reminds the user to note that SecPoint® owns the right to modify or update software and service anytime without notifying

user in order to protect of the company's business development and adjustment. SecPoint® will not be held liable for any interruption of service when performing any updates as prescribed.

SecPoint® will not provide service for user until the user agrees to this term.

If you break or destroy demo equipment you are subject to pay for the repair.

When doing a vulnerability scanning with The Penetrator you acknowledge that you have the legal rights to the IP address being scanned. When using The Protector to sniff sensitive personal data on your network you must comply to the laws of your country regarding sensitive information

23. Restrictions (This section only applies for B2B)

The Limited Warranty provided herein by SecPoint does not cover: Products that, in SecPoint 's judgement, have been subjected to abuse, accident, alteration, modification, tampering, negligence, misuse, faulty installation, lack of reasonable care, repair or service in any way that has not been made by an Authorized SecPoint Service Office, or if the model or serial number has been altered, tampered with, defaced or removed; Initial installation, installation and removal of the product for repair, and shipping costs; Operational

adjustments covered in the operating manual for the product, and normal maintenance; Damage that occurs in shipment, due to force majeure, failures due to power surge, and cosmetic damage; Any hardware, software, firmware or other products or services provided by anyone other than SecPoint ; and Products that have been purchased from inventory clearance or liquidation sales or other sales in which SecPoint , the sellers, or the liquidators expressly disclaim their warranty obligation pertaining to the product. While necessary maintenance or repairs on your Product can be performed by only an Authorized SecPoint Service Office. Improper or incorrectly performed maintenance or repair voids this Limited Warranty.

24. Disclaimer of Liabilities (This section only applies for B2B)

IN NO EVENT WILL SECPOINT OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE SOFTWARE EVEN IF SECPOINT OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall SecPoint 's or its suppliers' liability to Customer, whether in contract, tort (including negligence), or otherwise, exceed the price paid by Customer. The foregoing limitations shall apply even if the above-stated warranty fails of its essential purpose. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

25. Limited Hardware Warranty (This section only applies for B2B)

The limited warranties applicable to Secpoint branded products are included in the documentation along with the products, and there are no warranties for services. Secpoint makes no express warranties except those stated in this section and in Secpoint 's applicable warranty statement in effect on the date of the invoice. any such warranties will be effective, and secpoint will be obligated to honor any such warranties, only upon Secpoint receipt of payment in full for the item to be warranted. Secpoint disclaims all other warranties, express or implied, including without limitation implied warranties of merchantability and fitness for a particular purpose. Secpoint 's responsibility for warranty claims is limited to repair and replacement as set forth in Secpoint 's applicable warranty statement in effect on the date of the invoice. SecPoint reserves the right to modify its warranty at any time, in its sole discretion. All software is provided subject to the license agreement that is part of the package. Customer agrees that it will be bound by the license agreement once the package is opened or its seal is broken. SecPoint does not warrant any software under this Agreement. Warranties, if any, for the software are contained in the license agreement that governs its purchase and use.

26. Hardware Products (This section only applies for B2B)

SecPoint 's policy is one of on-going product update and revision. SecPoint may revise and discontinue products at any time. SecPoint will ship products that have the functionality and performance of the products ordered, but changes between what is shipped and what is described in a specification sheet or catalogue are possible. Spare parts may be new or reconditioned.

21. Software license

21.1 Software License

BY USING THE PORTABLE PENETRATOR, THE CLOUD PENETRATOR, THE CLOUD PROTECTOR, THE PENETRATOR OR THE PROTECTOR THAT CONTAINS SECPOINT SOFTWARE, YOU ARE CONSENTING TO BE BOUND BY THIS LICENSE. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS LICENSE, THEN DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE OR THE PENETRATOR OR THE PROTECTOR.

Subject to the terms and conditions of and except as otherwise provided in this Agreement, SecPoint grant to Customer ("Customer") a nonexclusive and nontransferable license to use the specific SecPoint software installed on the SecPoint Penetrators, Protectors and any upgrades hereto for which Customer has paid the required license fees (the "Software").

21.2 General Limitations regarding the Software License.

Except as otherwise expressly provided under this Agreement, Customer shall have no right, and Customer specifically agrees not to: (1) transfer, assign or sublicense its license rights to any other person, or use the Software on unauthorized or secondhand SecPoint equipment, and any such attempted transfer, assignment or sublicense shall be void; (2) make error corrections to or otherwise modify or adapt the Software or create derivative works based upon the Software, or to permit third parties to do the same; or (3) decompile, decrypt, reverse engineer, disassemble or otherwise reduce the Software to human-readable form to gain access to trade secrets or confidential information in the Software.

21.3 Proprietary Notices.

Customer agrees to maintain and reproduce all copyright and other proprietary notices on all copies, in any form, of the Software in the same form and manner that such copyright and other proprietary notices are included on the Software. Except as expressly authorized in this Agreement, Customer shall not make any copies or duplicates or any Software without the prior written permission of SecPoint. Customer may make such backup copies of the Software as may be necessary for Customer's lawful use, provided Customer affixes to such copies all copyright, confidentiality, and proprietary notices that appear on the original. You agree not to extract information from the SecPoint® Products as defined below: Reverse engineer, decompile, disassemble, alter, duplicate, make copies, create derivative works from.

21.4 Term and Termination

This Software License is effective until terminated. Customer may terminate this License at any time by destroying all copies of Software including any documentation. Customer's rights under this License will terminate immediately without notice from SecPoint if Customer fails to comply with any provision of this License. Upon termination, Customer must destroy all copies of Software in its possession or control.

22. Model withdrawal form (Only for use in B2C-relations)

To Dcci invest aps Skindergade 15, 1159 Copenhagen K info@secpoint.com

I/We hereby give notice that I/we withdraw from my/our contract of sale of the following goods for the provision of the following goods/services:

Ordered on: _____ Received on: _____

Name of consumer(s): _____

Address of consumer(s): _____

Signature of consumer(s): _____ Date: _____
(only if this form is notified on paper)