

LUCY Security AG - Terms and Conditions

Delivery of Service/Application

After Payment Lucy Security AG shall within 5 days of execution of a purchase Order deliver to the buyer access to the functional (tested) software and according license key.

Software Warranty

Lucy Security AG warrants that during the use of the Software by the buyer the Software (i) is free from any virus, malware, spyware or any other software code* that may pose a danger to the buyer and its affiliates' IT infrastructure, and (ii) is free from any defects and errors (except for minor errors that have no impact on the functionality of the Software), and (iii) does not create any safety risk to the buyer and its affiliates' IT environment, and (iv) does not violate any third party rights, and (v) does not violate any laws. Minor errors (so called bugs) are being fixed as fast as possible but within a period of 1 month after reporting latest. The software contains a feature which can simulate the functionality and behavior of a virus. The buyer is responsible to use this and all other features of the Software in accordance of local laws (e.g. data privacy for collected results). In the event of breach of any of the warranties, Lucy Security AG shall fully defend, indemnify and hold the buyer and its affiliates harmless from any against any loss, liabilities, damages, claims, costs and expenses. Lucy Security AG warrants that all necessary measures have been implemented to avoid any abuse of the Software by any third party which would pose a safety risk to the buyer's IT infrastructure. It is the buyer's responsibility to set a secure password to secure the access to LUCY ([http://phishing-server.com/PS/doc/dokuwiki/doku.php?id=user_management&s\[\]=password](http://phishing-server.com/PS/doc/dokuwiki/doku.php?id=user_management&s[]=password)).

Data Protection Warranties

Lucy Security AG warrants that (i) it complies with Swiss Data Protection laws, and (ii) it will not transfer any data outside of Switzerland, except with the buyer's prior written consent and subject to a Purchase Order in writing with the recipient of the data outside of Switzerland. Excluded is all communication named in this article:

http://phishing-server.com/PS/doc/dokuwiki/doku.php?id=network_communication_-_lucy_-_internet. Please visit this [link](#) for additional information.

Applicable law and dispute resolution

Contracts shall be governed by Swiss law. Any dispute arising out of or in connection with this Purchase Order shall be brought before the competent courts in Zurich. Place of jurisdiction shall be Zurich. Any pre-printed terms and conditions of Lucy Security AG shall be excluded in their entirety and shall not become part of this Purchase Order, unless and to the extent that the client has explicitly accepted in writing such general terms and conditions.

Duties of the customer

The customer shall specify a single point of contact for all communication.

Support

LUCY offers its support services (s8) during business hours (Switzerland). Commercial license holders submit their support requests to support@lucysecurity.com.

GDPR

LUCY Security has committed itself to comply with the GDPR guidelines applicable in the EU. Inquiries and requests regarding the customer's data protection rights should be sent to dpo@lucysecurity.com. More info's can be found [here](#).

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Last update: **2019/07/25 12:51**

