TERMS AND CONDITIONS

Please download a word copy of the TOS here:

terms_and_conditions.docx

Payment
Payment Net 30 days after invoice date

Price Validity
Prices are valid for 30 days

Own use of the software
The software allows an unlimited number of recipients for testing and training during the contractual period. There are no restrictions within the software regarding the number of campaigns, domains, customers and reports created.

Use of the software for third parties
The software can be used during the contractual term to test third-party organizations such as customers, partners or suppliers.

Delivery of Service/Software
The creation of a license key requires an existing installation. The customer can download the software from our website https://lucysecurity.com at any time free of charge. Lucy Security AG grants access to the licensed functions within a maximum of 5 days after receipt of the order. The customer needs the workstation ID to be delivered to us. This ID is located in the corresponding administration area of the software
(https://wiki.lucysecurity.com/doku.php?id=how_to_activate_lucy&s[]=workstation#where_to_find_the_workstation_id).

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 (see https://wiki.lucysecurity.com/doku.php?id=security_considerations).

Data Protection & GDPR
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:
https://wiki.lucysecurity.com/doku.php?id=network_communication_-_lucy_--_internet. To comply with local data protection law, the client is responsible selecting the according LUCY settings.

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. Please download our GDPR agreement

here

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Support
All support activities related to software bugs are free of charge. The hourly price for support services is $90. Support bills will be created monthly or yearly. All invoices issued hereunder are due and payable within thirty (30) days of the invoice date. Other exceptions: If a WIKI article is not clearly formulated or is outdated, the customer will not be charged for the resulting questions. All other issues will be charged once the support budget included in the according license model is used up. Please ensure that the LUCY software is always up to date with the latest patch before contacting our customer service. Having said all that, the LUCY team aims to be helpful and accommodating at all times, and will do its absolute best to assist the client wherever possible. Examples of issues that are not considered LUCY bugs:

- Application or system problems caused by changing anything within the Linux operating system on which LUCY runs.
- Third party SPAM filters blocking mails from LUCY.
- External Mail relays that do not work as expected.
- Proxy settings preventing LUCY to receive updates
- DNS configuration issues caused by DNS entries not made by LUCY.

Applicable law and dispute resolution
This contract shall be governed by Swiss law. Any dispute arising out of or in connection with this contract 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 contract, unless and to the extent that the client has explicitly accepted in writing such general terms and conditions.

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