



TERMS OF SERVICE

Last updated September 20, 2022.

1. DEFINITIONS AND INTERPRETATIONS

“**Nanitor Software**”, “**Software**” means any software made by **Nanitor**, such as **Nanitor Solution**, **Nanitor Agent** and **Nanitor Collector**.

“**Nanitor Solution**”, “**Solution**” means the system that analysis your configurations and installed software for vulnerabilities and misconfigurations. This system gives overview and dashboard for managing vulnerabilities and misconfigurations.

“**Nanitor Agent**” means Nanitor’s software that collects configurations and software information from devices and returns it to the Nanitor Solution.

“**Nanitor Collector**” means Nanitor’s services of remote access to the user’s devices for collecting information.

“**Nanitor**”, “**us**”, “**we**”, “**our**”, and “**Company**”: mean Nanitor ehf, a company incorporated under the laws of Iceland.

“**Website**” means Nanitor’s website – nanitor.com.

“**Service**”, “**Services**” means **Nanitor’s Website** and **Nanitor’s Software**.

2. AGREEMENT TO TERMS

By accessing our Website, accessible from nanitor.com (hereafter referred to as “Website”) or using our Software (hereafter referred to as “Software”), you are agreeing to be bound by these Terms of Service and agree that you are responsible for the agreement with any applicable local laws. This is a legally binding agreement made between you and “Nanitor ehf”, also referred to as “Nanitor”, “us”, “we”, “our”, or “Company”. If you disagree with any of these terms, you are prohibited from accessing our Website or using Nanitor’s Software. The materials contained in this Website and in any of our software are protected by copyright and trademark law.

Our Service (hereafter referred to as “Service”) is intended for users who are at least 13 years of age. Minors in the area in which they live (generally under the age of 18) must have the permission of their parent or guardian to use our Services.

If you are a minor, you must have your parent or guardian agree to these Terms of Service prior to you using our Services.

By using the Service, you warrant and represent to us:

- you have not previously been suspended or removed from our Website or Services;
- your use of our Website and Services complies with applicable laws and regulations.

3. INTELLECTUAL PROPERTY RIGHTS

Permission is granted to temporarily download one copy of the materials on the Website for personal or corporate/commercial transitory use. This is the grant of a license, not a transfer of title, and under this license, you may not:

- modify or copy our materials;
- use the materials for any commercial purpose or for any public display;
- attempt to reverse engineer any software contained on Nanitor's Website or in Nanitor's Software;
- remove any copyright or other proprietary notations from the materials; or
- transferring the materials to another person or "mirror" the materials on any other server.

We might terminate your account upon violations of any of these restrictions. Upon termination, your viewing and using rights will also be terminated.

The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services and all other elements of files of the Website or Software (hereinafter referred to as – “**Materials**”) provided by Nanitor, are protected by all relevant intellectual property and proprietary rights and applicable laws.

All Materials contained on our Website and in our Software is the property of Nanitor.

If the Website contains any materials, interfaces, logos, designs, products, or something else that is not the intellectual property of Nanitor and Nanitor does not have licenses for using it, the licensor has the right to request to delete its intellectual property from the Website according to the procedures defined in the [Directive \(EU\) 2019/790 of the European Parliament and of the Council of 17 April 2019 on copyright and related rights in the Digital Single Market and amending Directives 96/6EC](#) (hereinafter referred to as – “EUCD”) and/or [Digital Millennium Copyright Act](#) (hereinafter referred to as – “DMCA”).

4. USER REPRESENTATIONS

By using our Website or Software, you guarantee that

- all information you hand over to Nanitor is accurate, complete and current;
- it is within your legal capacity to use this Website to hand over information about you and your organisation;
- it is within your legal capacity to agree to these Terms of Service on behalf of your organisation;
- you will not access the Website or Nanitor's Solution in an automated way, whether through an automation bot or otherwise;
- you will not use our Website or Software for any illegal or unauthorized purpose;
- your use of the Website or Software will not violate any applicable law or regulation;
- by providing information (hereinafter referred to as – “Data”) through the Website or Nanitor's software, you approve the processing of your Data by Nanitor;

Any failure to comply with any of these rules listed above may result in the suspension or termination of your account and refusal to use the Website and/or Software in the future.

5. USER REGISTRATION

If you have access to any of our Services, you are agreeing not to share your authentication information with anyone. You are responsible for the access to your account or any leak of information from your account.

Nanitor guarantees that all Data will be used only for data processing purposes by the Website and/or Software, and any third parties would not have any access to your Data without your additional permission.

You have the right to register your account on the Website using your email and password for your authorisation.

You are responsible for all activities that occur under your account.

Nanitor reserves all rights to terminate accounts, edit or remove content and cancel orders at sole discretion.

6. FEE AND PAYMENT

We accept the following forms of payment: Visa, Mastercard, American Express, Discover and others. We utilise a payment gateway to offer this range of payment methods.

Some of our services may require payment or purchase. It is your responsibility to keep your account and payment information updated to ensure that transaction completion can be completed. This includes your email address, payment method, and expiration date of your payment card. Purchases made on the Website are billed to your online billing account. As deemed necessary by us, sales tax will be added to purchases. At any time, we may change our prices without advance notification. The currency of all payments shall be the US dollar.

You have the right to use the following option to purchase access to the software provided by Nanitor through the Website:

- Free version (up to 10 devices allowed);
- Standard version* (11-5000 devices allowed);
- Premium version** (more than 5000 devices or additional services, you need to contact support and request your special price).

* In the Standard version, you shall pay three (3) US dollars per device. As part of the registration process, you can choose how many assets can be added to your instance of Nanitor. When you increase the number of assets, the price per device might decrease gradually.

** In the Premium version, you shall contact support and request a quote.

All charges or fees will be charged to your chosen payment provider at the time of making your purchase, and you authorize us to charge them. If your purchase is subject to recurring charges, then you consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge until you notify us of your cancellation.

When payment has already been requested or received, we reserve the right to correct any errors or mistakes in pricing. In addition, we reserve the right to refuse any order placed through the Website.

7. CANCELLATION AND REFUND

If you wish to cancel your subscription or request a refund, please use the contact information provided below. As soon as your current paid term ends, your cancellation will take effect. We will refund you fully if we get a request to do so within five (5) days from the date of your purchase.

Send us an email at support@nanitor.com if you are not satisfied with our services.

8. SOFTWARE

Nanitor solution and any related documentation are provided "as is" without any warranty of any kind, either express or implied, including the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Software is used and performed at your own risk. Any software may not be reproduced or redistributed except in accordance with these Terms of Service.

Nanitor makes no claims or promises about the quality, accuracy, or reliability of the Website and Software and expressly disclaims all warranties, whether express or implied, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Nanitor does not offer and provide any physical products or property.

9. LINKS

Nanitor has not reviewed all of the sites linked to its Website and is not responsible for the contents of any such linked site. The presence of any link does not imply endorsement by Nanitor of the site. The use of any linked website is at the user's own risk.

10. LIMITATIONS

Nanitor, its employees or its suppliers will not be held accountable for any damages that will arise with the use or inability to use the materials on Nanitor's Website, even if Nanitor or an authorised representative of this Website has been notified orally or written, of the possibility of such damage. Some jurisdiction does not allow limitations on implied warranties or limitations of liability for incidental damages, these limitations may not apply to you.

As a condition of use, you do not have the right to use the Website and/or Software for any purpose that is unlawful or prohibited by this Terms of Service. You may not use the Website and/or Software in any manner that could damage, disable, overburden, disrupt or impair any of Nanitor's servers or APIs, any networks connected to any of Nanitor's servers or APIs, or that could interfere with any other party's use and enjoyment of the Website or Software.

You may not transmit any viruses, worms, defects, trojan horses, or any items of a destructive nature using the Website or Software.

You may not exceed or circumvent, or try to exceed or circumvent, limitations on the Website or Software, including on any API calls, or otherwise use the Website or Software in a manner that violates any of Nanitor's documentation or user manuals.

You and any other third parties may not attempt to gain unauthorised access to any websites, other accounts, computer systems, or networks connected to any of Nanitor's servers or of the Website through hacking, password mining, or any other means.

You and any other third parties may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Website or Software.

You and any other third parties may not use the Website or Software in any way that violates any applicable state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the European Union, the USA, or other countries and intellectual property rights according to the DMCA and EUCD).

11. SITE MANAGEMENT

The materials appearing on the Website or Software may include technical, typographical, or photographic errors. Nanitor will not promise that any of the materials on this Website are accurate, complete, or current. Nanitor may change the materials contained on its Website or Software at any time without advance notice. Nanitor does not make any commitment to update the materials.

Nanitor is not responsible for the accuracy of the materials provided through the Website or Software.

12. MARKET TERMS

Nanitor grants you no limited, non-exclusive, non-transferable, non-sublicensable license to use the Website on your devices. Nanitor reserves all rights in and to the Website not expressly granted to you under these Terms. Except as expressly permitted in these Terms, you may not: (i) copy, modify or create derivative works based on the Website; (ii) distribute, transfer, sublicense, license, lease, lend or rent your account to any third party; (iii) reverse engineer, decompile or disassemble the Website; or (iv) make the functionality of the software, provided by Nanitor via the Website, available to multiple users through any means.

13. PRIVACY POLICY

The security of information is very important to us. Please see our Privacy Policy by visiting this site: <https://nanitor.com/company/privacy-policy/>. By using the Website and Software, you are agreeing to the latest version of our Privacy Policy. Our website and our Company's solutions are hosted within EEA.

14. TERMS OF SERVICE MODIFICATIONS

Nanitor has the right to change these Terms of Service for its Website and Software at any time without prior notice. By using this Website and Software, you are agreeing to be bound by the current version of this Terms of Service. Nanitor makes no warranties, may it be expressed or implied, therefore negating all other warranties. Furthermore, Nanitor does not make any representations concerning the accuracy or reliability of the use of the materials on its Website and Software, or otherwise relating to such materials or any sites linked to this Website.

Nanitor does not have any liability whatsoever on account of any change to the Website or any suspension or termination of your access to or use of the Website or Software.

15. GOVERNING LAW

These Terms will be governed by the laws of Iceland without regard to conflict of law principles. To the extent that any lawsuit or court proceeding is permitted hereunder, the User and Nanitor agree to submit to the personal and exclusive jurisdiction of the state courts located within Iceland to litigate all such disputes.

16. DATA STORAGE

We will store data that you transmit to the Website and Software for the purpose of giving you good service and maintaining good performance of the Website and Software. We keep backups of important data but are not responsible to keep all information transmitted to us. You are solely responsible for all data transmitted by you, also when transmitted via Nanitor's Software. You agree that we shall not be liable for any loss or corruption of any data transmitted from you to us, and you waive any right of action against us arising from such loss or corruption.

17. ELECTRONIC COMMUNICATIONS

By interacting with the Website or Software, you agree to receive electronic communications via email or any other form. You also agree that Nanitor satisfies any legal requirement for electronic communications.

18. CONTACT US

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