



Terms of Use

Last Update: 8 March 2023

Welcome to the Whitespots OÜ (official address: Harju maakond, Tallinn, Kesklinna linnaosa, Vesivärava tn 50-201, 10152, registry code: 14914719) ("Whitespots", "we", "us" and "our")!

PLEASE READ THE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE. BY ACCESSING AND USING THE WEBSITE IN ANY WAY: BROWSING THE WEBSITE, USING ANY INFORMATION, CONTENT, OR SERVICES, DOWNLOADING ANY SOFTWARE OR FILES, OR PLACING ORDERS FOR PRODUCTS, YOU ARE ENTERING INTO A LEGAL AGREEMENT WITH WHITESPOTS OÜ AND HEREBY AGREE TO ABIDE BY THESE TERMS HEREIN IN FULL.

IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OUTLINED IN THESE TERMS OF USE, PLEASE DO NOT USE THE WEBSITE IN ANY WAY.

These Terms of Use on this webpage shall govern your use of the website <https://whitespots.io/> ("Site"). The information here concerns the products, terms, intellectual property, and compliance. These Terms apply to all visitors, users (either individuals or legal entities), and others who wish to access or use the service ("you" or "your").

Our Privacy Policy and our Cookies Policy complement these Terms of Use. We recommend you read this information carefully and periodically check its content for updates.

1. SCOPE OF SERVICES

1.1. Through this Site, you may access the following services:

- 1.1.1. Application Security CI/CD Pipelines;
- 1.1.2. Application Security Portal;
- 1.1.3. Other Services or Products are available on the Site.

1.2. The availability of particular services or products in the Personal Account depends on the Subscription type chosen and paid by you. Detailed information on Subscription type is available on the Site.

1.3. You may not use our Site for any unlawful purpose nor may you violate any law in your jurisdiction.

2. TERMS AND DEFINITIONS

2.1. The following terms shall have the following meanings:

Got any questions? I'm happy to help. ✕





any order or, or subscription to, our services, products, applications, tools, or other components, and features (individually, the "Service" or collectively, the "Services") provided by our company Whitespots OÜ, together with our affiliates, officers, directors, employees, agents, and subsidiaries;

2.1.2. "Product" or "Products" — a good or service available for purchase through Service, such as tools, digital files, software, etc. The sale of the Product(s) may be part of the Service. All information and specifications regarding the Product can be found on the relevant Product page;

2.1.3. "License fee" means the fees payable by you for the use of the Products.

3. SCOPE OF LICENSE

3.1. Products are licensed, not sold, to you. We grant a non-exclusive, non-transferable, non-sublicensable, revocable, limited license to use the Products on your device solely to perform those functions and tasks available to you as an End-user of the Products.

3.2. This license does not allow you to use the Products on any device you do not own or rightfully control. You may not distribute or make the Products available over a network where they could be used by multiple devices simultaneously. You may not rent, lease, lend, sell, redistribute, or sublicense the Products. You may not copy, change (except as expressly permitted by these Terms of Use or applicable license), decompile, reverse engineer, decipher, disassemble, attempt to derive the source code of, modify or create derivative works of the Products, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law). Any attempt to do so violates our rights as a Licensor. You may be subject to prosecution and damages if you breach this restriction.

4. INTELLECTUAL PROPERTY

4.1. All intellectual property on the Service, including materials protected by copyright, trademark, or patent laws, is owned or licensed to us. All trademarks, service marks, and trade names are owned, registered, and/or licensed by us. All content on the Service (except for Personal Data), including (but not limited to) the text, software, scripts, code, designs, graphics, photos, sounds, music, videos, applications, interactive features, and all other content (collectively the "Content") is our intellectual property; All rights reserved.

5. YOUR OBLIGATIONS AND WARRANTIES

5.1. You shall not, directly or indirectly:

5.1.1. reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how, or algorithms relevant to the Services or any product, documentation, or data related to the Services;

5.1.2. modify, translate, or create derivative works based on the Services or any Product;

5.1.3. access all or any part of the Services or the Product to build a product or service which competes with the Services;

5.1.4. use the Services to provide services to third parties;



except the employees or agents of the Whitespots Co,

5.1.6. use the Services or any Product in a manner that is illegal or causes damage or injury to any person or property;

5.1.7. access, store, distribute, or use during your use of the Services any malware or any material that (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, or racially or ethnically offensive; (ii) facilitates illegal activity; (iii) depicts sexually explicit images; (iv) promotes unlawful violence; or (vi) is discriminatory based on race, gender, color, religious belief, sexual orientation, disability; or

5.1.8. attempt to obtain or assist third parties in obtaining access to the Services.

5.2. The above list of prohibited conduct/use is not meant to be exhaustive. We reserve the right to determine what conduct we consider to be a violation of these Terms of Use or its improper performance and the appropriate action to take.

5.3. As a user, you agree that you are responsible for compliance with any applicable local laws that may apply to your use of our Site.

5.4. If we ascertain or receive information from third parties or law enforcement officials of any of the above-listed prohibited uses or other unlawful uses on your behalf, we may terminate your access to the Personal Account and our Site due to your breach of these Terms of Use. You agree to reimburse us for any expenses or costs, including consequential damages we or anyone else may have or may incur as a result of such a breach or unlawful act.

5.5. At our sole discretion and determination for any reason, we reserve the right to remove or modify any Content or any other information of the Service you post that does not abide by or is in breach of these Terms of Use without prior notice or permission from you.

6. CREATING AND DELETING A PERSONAL ACCOUNT

6.1. Via Our Service, you can create a Personal Account to get the best out of Whitespots. You need a valid email and set a password for the Personal Account. You are responsible for maintaining the confidentiality of your email or login credentials.

6.2. After registering, you can log in to your Personal Account on our Site with the email and password you provided while creating the Personal Account. The information you give us must be accurate, true, current, and complete.

6.3. If you lose your Personal Account password, it can be reset as long as you have control over the email address you used for registration. More information can be found on our Site or by contacting customer support at sales@whitespots.io.

6.4. By creating a Personal Account, you agree to subscribe to newsletters, marketing materials, and other information we may send. However, you may opt out of receiving any or all of these communications from us by following the unsubscribe link or instructions in any email we send.

6.5. You should notify us immediately if you are aware that your Personal Account has been hacked or compromised. You are liable for all transactions conducted through your Personal Account at any time prior to the receipt of notification as



6.8. You can delete a Personal account at any time. However, these Terms of Use shall survive the deletion or otherwise termination of a Personal account in relation to license terms for the Product(s) or any rights or benefits received by Whitespots, as well as any right to damages or other remedies which Whitespots may have in respect of the event giving rise to the deletion or termination or any other reason to damages or other remedies which Whitespots may have in respect of any breach of these Terms of Use.

7. MINIMUM AGE OF THE USERS

7.1. You represent and warrant that you are at least 18 (eighteen) years old. If you are under the age of 18 (eighteen), then you may not, under any circumstances or for any reason, use the Service.

7.2. If your country of residence provides age requirements that are stricter than those outlined in the previous provision, you must comply with the relevant age requirements of the country of your residence.

7.3. At our sole discretion, we may refuse to offer the Service to any person or entity and change the eligibility criteria for using the Service at any time. The right to access the Service is revoked where these Terms of Use or use of the Service is prohibited or to the extent offering, sale, or provision of the Service conflicts with any applicable law, rule, or regulation. Further, the Service is offered only for your use and not for the use or benefit of any third party.

8. INTERNATIONAL ACCESS

8.1. The Service is managed by Whitespots from its office in the Republic of Estonia, a European Union country. If the Service or any resources available on the Service are unlawful or legally invalid in your country, please do not use the Service. If you access the Service outside the European Union, you are responsible for compliance with local laws.

9. PRIVACY

9.1. We respect your privacy. By accessing and using our Site and Service and providing us with your personal data, you consent to be bound by our Privacy policy (<https://whitespots.io/privacy-policy>). Please refer to our Privacy and Cookie Policy to learn our policies regarding your sensitive information and how we protect it.

10. PRODUCT ACTIVATION AND ACTIVATION KEYS

10.1. To use the Product, you must complete the activation process of the Product.

10.2. You acknowledge that a security code for the Product activation, owned and controlled by Whitespots (hereinafter referred to as "Activation keys"), is required to provide the proper operating of the Product on your device. Only Whitespots has the right to generate the Activation keys.

10.3. Upon purchase of the Product or any authorized transfer, Whitespots shall promptly provide you with all the necessary Activation keys.



disseminate the Product's activation keys to other persons, organizations, entities, newsgroups, locations, and/or sites.

10.5. To unlock, access, activate, and use the Product, you may use exclusively the Activation keys purchased from a reseller, where it is required, provided by Whitespots or purchased directly from Whitespots. The use of otherwise obtained Activation keys constitutes a violation of these Terms of Use and may result in termination of this, and any other, license agreement(s) with Whitespots.

11. DELIVERY AND PAYMENT TERMS

11.1. Any Product will be delivered via electronic delivery using a secure internet download website. The license is deemed to be provided by Whitespots when the Product is made available for download by Whitespots.

11.2. You must pay the License fee if you intend to use the Product. Upon the License fee payment being made in full, you will acquire Activation keys for the possibility of using the Product. All licenses are granted for a specific period of time set in advance. After this period expires, the Activation keys cease to work and you have to purchase a new one to access our Products.

11.3. All current License fees for Products can be found on our Site.

11.4. You confirm and agree that all payments may be conducted with the assistance of third parties – payment system. We do not control and are not liable for the security or performance of the payment system.

11.5. You may pay for the Product using the payment button placed on [Site](#). You acknowledge and agree that Whitespots may change the License fee at any time without prior notice. You must solely pay all the taxes following the applicable law while purchasing the license for the Product.

12. REFUND/CANCELLATION POLICY

12.1. All payments are final, and you will not be entitled to a refund of any kind. Whitespots reserves the right to refund paid fees at its sole discretion.

12.2. Any cancellation request after an order has been processed must be submitted in writing to the following email address: sales@whitespots.io

13. TERM AND TERMINATION

13.1. These Terms of Use commence as of the date you first accept them. These Terms of Use are concluded for an indefinite period of time or as long as you pay a License fee and/or have a Personal Account with us.

13.2. In the event of a material breach of these Terms of use or the event of an act with fraudulent intent, Whitespots is entitled to suspend your access to the website immediately and indefinitely. You will be informed in writing (email is sufficient). The suspicion of material breach is sufficient.

14. TECHNICAL SUPPORT



assistance with the product and consultation regarding technical and other issues over email, public forums, or other available channels. Technical assistance may include problem determination and reasonable problem resolution. Whitespots shall use its reasonable endeavors to provide you with high-quality and timely support but does not guarantee that your queries or problems will be fixed or solved.

15. DISCLAIMER OF WARRANTY

15.1. YOU EXPRESSLY ACKNOWLEDGE THAT THE SITE'S OR THE PRODUCT'S USE IS AT YOUR OWN RISK. WHITESPOTS EXPRESSLY DISCLAIMS ANY WARRANTY FOR PRODUCTS. THE SITE AND PRODUCTS AND ANY RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WHITESPOTS CANNOT AND DOES NOT ACCEPT ANY LIABILITY IN RESPECT OF ANY ACTIVITIES THAT YOU MAY UNDERTAKE THROUGH USING THE SITE OR THE PRODUCT.

15.2. WHITESPOTS DOES NOT GUARANTEE THAT THE PRODUCT WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS. WHITESPOTS DOES NOT GUARANTEE THAT THE PRODUCT IS ERROR-FREE. WHITESPOTS DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SITE OR THE PRODUCT IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SITE AND THE PRODUCT REMAINS WITH YOU. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY WHITESPOTS SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

15.3. THE SITE MAY NOT BE AVAILABLE IN ALL LANGUAGES OR ALL COUNTRIES. WE MAKE NO REPRESENTATION THAT THE SITE OR SERVICES FUNCTIONALITY WOULD BE APPROPRIATE, ACCURATE, OR AVAILABLE FOR USE IN ANY PARTICULAR LOCATION. THE SITE'S AND SERVICES' AVAILABILITY, PRICING, AND PAYMENT TERMS MAY BE SUBJECT TO CHANGE.

16. LIMITATION OF LIABILITY

16.1. TO THE FULLEST EXTENT OF APPLICABLE LAW, WE SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM POSSESSION, USE, OR MALFUNCTION OF THE SITE OR THE PRODUCT, INCLUDING, BUT NOT LIMITED TO, DAMAGES TO PROPERTY, LOSS OF GOODWILL, COMPUTER FAILURE, OR MALFUNCTION, AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURIES, PROPERTY DAMAGE, OR LOST PROFITS, OR PUNITIVE DAMAGES FROM ANY CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SITE OR THE PRODUCT, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY, OR OTHERWISE, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT OF APPLICABLE LAW, OUR LIABILITY FOR ALL DAMAGES SHALL NOT (EXCEPT AS REQUIRED BY APPLICABLE LAW) EXCEED THE ACTUAL PRICE PAID BY YOU FOR THE USE OF THE PRODUCT.

16.2. In no event shall Whitespots and its partners be liable for any consequential,



- 16.2.1. any loss of profits, business, contracts, anticipated savings, goodwill, or revenue; or
- 16.2.2. any loss or corruption of software or data; or
- 16.2.3. any loss of use of hardware, software, or data.

17. EXCLUSIONS AND LIMITATIONS

17.1. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above disclaimers and limitations of liability may not apply to you.

17.2. To the extent that Whitespots may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of Whitespots' liability shall be the minimum permitted under such applicable law.

18. LINKS

18.1. The Service may contain links to websites, applications, or other products or services operated by other companies ("Third Party Services"). We do not endorse, monitor, or control these Third Party Services, which have separate terms of use and privacy policies. We are not responsible for the content or policies of Third Party Services, and you access such Third Party Services at your own risk.

19. THIRD-PARTY PROGRAMS

19.1. The Product may contain third-party software programs ("Third Party Programs") available under open source or free software licenses and distributed, embedded, or bundled with the Product or recommended in connection with its installation and/or use. These Terms of Use do not alter any rights or obligations you may have under those open-source or free software licenses. Notwithstanding anything to the contrary contained in such licenses, the disclaimer of warranties and the limitation of liability provisions in these Terms of Use shall apply to such Third Party Programs.

20. SEVERABILITY

20.1. If any of the provisions of these Terms of Use are held to be not enforceable by a court or other tribunal of competent jurisdiction, then such provisions shall be amended, limited, or eliminated to the minimum extent necessary so that these Terms of Service shall otherwise remain in full force and effect.

21. CHOICE OF LAW AND DISPUTE RESOLUTION

21.1. These Terms of Use and any non-contractual obligations arising out of or in connection with them shall be governed by, and construed in accordance with, the laws of England and Wales, excluding conflict of law provisions.

21.2. Any dispute arising from or relating to these Terms of Use shall be resolved through negotiations. If negotiations within 30 (thirty) calendar days do not resolve the matter, the dispute may be submitted to the corresponding court of the



22. UPDATES TO TERMS OF USE

22.1. At our sole discretion and determination, we reserve the right to modify and update any part of these Terms of Use without advance notice.

22.2. Terms of Use are effective upon their posting to the Site. We recommend returning to the Terms of Use regularly to stay current after we post the updated Terms of Use online. Your further use of the Service means that you solely accept these updates.

23. CONTACT US!

23.1. Any notice or other communication under these Terms of Use shall be in writing and shall be considered given and received when sent by email, text messaging, or notifications. The language of communication shall be English.

23.2. Notices relating to these Terms of Use may be sent to you by email. Please submit any notices to us relating to these Terms of Use via email to sales@whitespots.io.

Contact us

And we will get in touch with you

Your email

Your name

Service

[Products] Application Security Portal



Contact

By clicking the button you agree with our [Privacy Policy](#)

