

SwordEye Terms of Service

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SwordEye and SwordSec (“SwordEye,” “SwordSec,” “we,” “our,” or “us”), provides cyber security solutions and other services to users (“User,” “Users,” “you,” or “your”) and corporate users (“corporate user”, “corporate users”) around the world. Your use of our website (the “Site”) and the services made available on the Site (“Services”) is subject to these Terms & Conditions (these “Terms”). These Terms apply between you as the user of the Site or Services and SwordSec Inc.

These Terms do not apply to Enterprise Subscriptions for “Corporate User”, “Corporate Users” which are governed by written agreements between SwordEye and the customer.

Please read these Terms carefully, as they affect your legal rights. Your agreement to comply with and be bound by these Terms is deemed to occur upon your first use of the Site and/or Services. If you do not agree to be bound by these Terms, you should stop using the Site and Services immediately.

1. Intellectual property and acceptable use

1.1 All Content included on this Site and related Services, unless uploaded by Users, is the property of SwordEye, our affiliates or other relevant third parties. In these Terms, Content means any text, graphics, images, audio, video, software, data compilations, process flows, algorithms, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Site, including any such content uploaded by Users.

1.2 By continuing to use the Site you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner’s prior written permission

1.3 You may temporarily download one copy of the materials (information or software) on this Site for personal, non-commercial transitory viewing only. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of SwordEye.

2. Prohibited use

You may not use the Site and Services for any of the following purposes:

2.1 in any way which causes, or may cause, damage to the Site and Services or interferes with any other person’s use or enjoyment of the Site and Services;

2.2 in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;

2.3 making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

2.4 in any way may result with infringement of EU's GDPR and Turkish PPDA (KVKK) laws and decisions of related data protection authorities of relevant countries that was established and enacted to protect personal data of individuals

3. Registration

3.1 You must ensure that the details provided by you on registration belongs to you and at any time are correct and complete. You must inform us immediately of any changes to the information that you provide when registering by updating your personal details to ensure we can communicate with you effectively.

3.2 We may suspend or cancel your registration with immediate effect for any reasonable purposes or if you breach these Terms.

3.3 You may cancel your registration at any time by contacting us. If you do so, you must immediately stop using the Site and Services. Cancellation or suspension of your registration does not affect any statutory rights.

4. Links to other websites

4.1 This Site may contain links to other websites. Unless expressly stated, these sites are not under the control of SwordEye or that of our affiliates.

4.2 We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them.

4.3 The inclusion of a link to another website on this Site does not imply any endorsement of the websites themselves or of those in control of them.

5. Privacy Policy and Cookie Policy

5.1 Our Privacy Policy (<http://swordeye.com/privacy-policy>) is inline with EU General Data Protection Regulation (GDPR) and Turkish Personal Data Protection Law (KVKK) and explains the way we handle and protect your personal data and privacy in relation to your use of the Service and your browsing of our web sites. By agreeing to the present Terms and Conditions and to be able to use the Service, you also agree to our Privacy Policy.

To the extent that SwordEye processes any personal data that is subject to the EU General Data Protection Regulation (GDPR) and Turkish Personal Data Protection Law (KVKK), on Corporate User's behalf, in the provision of the Service, the terms of the SwordEye Data Processing Agreement which are hereby incorporated by reference, shall apply.

6. Availability of the Site and disclaimers

6.1 Any online facilities, tools, services or information that SwordEye makes available through the Site is provided “as is” and on an “as available” basis. We give no warranty that the Site, Application and Services will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. SwordEye is under no obligation to update information on the Site

6.2 Whilst SwordEye uses reasonable endeavours to ensure that the Site and Services are secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their computers. SwordEye accepts no liability for any disruption or non-availability of the Site or Services.

6.3 SwordEye reserves the right to alter, suspend or discontinue any part (or the whole of) the Site including, but not limited to, any products and/or services available. These Terms shall continue to apply to any modified version of the Site unless it is expressly stated otherwise.

7. Limitation of liability

7.1 Nothing in these Terms will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.

7.2 We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.

7.3 To the maximum extent permitted by law, SwordEye accepts no liability for any of the following: (a) any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities; (b) loss or corruption of any data, database or software; (c) any special, indirect or consequential loss or damage.

7.4 You agree that SwordEye and any parents, subsidiaries, officers, employees, or third party contractors cannot be held responsible for any third party claim, demand, or damages, including reasonable attorneys’ fees, arising out of your use of this Service.

8. General

8.1 You may not transfer any of your rights under these Terms to any other person. We may transfer our rights under these Terms where we reasonably believe your rights will not be affected.

8.2 These Terms may be varied by us from time to time. Such revised terms will apply to the Site and Services from the date of publication. Users should check the Terms regularly to ensure familiarity with the then current version.

8.3 These Terms together with the Privacy Policy (<http://swordeye.com/privacy-policy>) and Cookie Policy (<http://swordeye.com/cookie-policy>) contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the Terms.

8.4 If any court or competent authority finds that any provision of these Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms will not be affected.

8.5 Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

8.6 This Agreement shall be governed by and interpreted according to the law of Turkey and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the Turkish courts.

9. Payments

9.1 SwordEye offers payments through Paddle, ("Paddle"), a third-party payment processor. In order for you to use Paddle's payment processing services, you must register with Paddle as a merchant.

9.2 The Paddle Terms of Use explain that process and are available here: <https://paddle.com/legal> . The Paddle Privacy Policy is available here: <https://paddle.com/privacy>

9.3 By accepting this agreement with SwordEye, you agree that you have reviewed the Paddle Terms of Use and Privacy Policy for the country in which you are located and agree to both. If you have questions regarding the Paddle Terms of Use or Privacy Policy, please refer to the Paddle website at www.paddle.com or contact Paddle at <https://paddle.com/support/contact/>

10. SwordSec Inc details

SwordSec Inc is a company incorporated in Turkey whose registered address is Ankara Teknopark İvedik OSB Mahallesi 2224. Cad. No:1/15 Yenimahalle Ankara Turkey and it operates the website swordeye.com and swordsec.com. The registered VAT number of SwordSec Inc is 7810864284.

If you want to get more information visit the site (<https://swordsec.com/about-us/company-profile/>)

You can contact SwordEye Inc by email on info@swordsec.com