TERMS AND CONDITIONS *Last updated: 13/11/2026*

1. AGREEMENT TO TERMS

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“**you**” or "**Customer**") and **SecureSpells OÜ** (“**Company**”, “**we**”, “**us**”, or “**our**”), concerning your access to and use of the **SecureSpells** website and services (collectively, the “**Services**”).

We are registered in Estonia and have our registered office at **Toompuiestee 21, Tallinn 10137, Estonia**. Our VAT number is **EE102940165**.

You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms. **IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.**

2. INTENDED USERS (B2B FOCUS)

The Services are intended for purchase and use by **businesses and professional entities** (B2B) for professional purposes. By creating an account, you represent and warrant that you are acting in a professional or business capacity.

If you are a consumer (a natural person acting outside their trade, business, craft, or profession), you acknowledge that these Services are optimized for business use. Specific consumer rights provisions (Section 6) are included solely to comply with mandatory EU law where applicable.

2.1 INTENDED USE OF THE SERVICE (TECHNICAL DIAGNOSTICS)

The SecureSpells platform is strictly a **technical diagnostic tool** designed to perform automated, point-in-time web scraping and technical footprint analysis of target URLs.

The Intended Use of the Service is to:

1. Detect the presence of cookies, trackers, and network requests on a specific web page at the exact moment of the scan.
2. Provide technical "red-flag" observations based on algorithmic checks.

The Service is NOT intended to:

1. Replace a comprehensive legal GDPR/ePrivacy audit.
2. Analyze the legal validity of your company's internal data processing registries (RoPA), offline data handling, or privacy policy text content.
3. Guarantee immunity from regulatory fines or actions by Data Protection Authorities.

2.2 PERMITTED SCANNING OF THIRD-PARTY WEBSITES

The Services interact with publicly accessible web pages in a manner technically equivalent to a standard web browser: they open the page, record the cookies, scripts and network requests it triggers, and interact with its cookie banner. They do not log in, bypass access controls, or test for security vulnerabilities.

Besides your own websites, you may scan publicly accessible pages of websites you do not own only for these purposes:

1. Providing compliance consulting, legal, audit or agency services to current or prospective clients;
2. Regulatory oversight by a public authority, including a data protection supervisory authority, acting within its remit;
3. Vetting vendors, partners or acquisition targets;
4. Academic research or journalism.

You must not present an Audit Report as a legal ruling against a third party or as a statement by SecureSpells about the website owner, and you must not use the Services or Audit Reports to harass, defame, mislead or extort anyone.

3. INTELLECTUAL PROPERTY RIGHTS

Our Intellectual Property
We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the “Content”), as well as the trademarks, service marks, and logos contained therein (the “Marks”).
Your Use of Our Services
Subject to your compliance with these Legal Terms, we grant you a non-exclusive, non-transferable, revocable license to:

1. access the Services; and
2. download or print a copy of any portion of the Content (including Audit Reports) to which you have properly gained access, solely for your internal business purposes, for providing compliance services to your clients, or for sharing with the owner of the scanned website, a public authority, or your professional advisers.

User Submissions
By submitting a URL for scanning ("Submission"), you represent and warrant that the scan is of your own website or for a purpose listed in Section 2.2. You grant us a license to access, scan, and analyze these URLs to generate compliance reports and risk scores.

4. USER REPRESENTATIONS

By using the Services, you represent and warrant that:

1. All registration information you submit will be true, accurate, current, and complete;
2. You will maintain the accuracy of such information and promptly update such registration information as necessary;
3. You have the legal capacity and you agree to comply with these Legal Terms;
4. You are not a minor in the jurisdiction in which you reside;
5. You will not access the Services through automated or non-human means, whether through a bot, script, or otherwise (except via our official API);
6. You will not use the Services for any illegal or unauthorized purpose; and
7. Your use of the Services will not violate any applicable law or regulation.

5. PROHIBITED ACTIVITIES

You may not access or use the Services for any purpose other than that for which we make the Services available. As a user of the Services, you agree not to:

1. Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. Circumvent, disable, or otherwise interfere with security-related features of the Services.
3. Make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email.
4. Use the Services to scan pages behind a login, paywall or other access control without the explicit, documented authorization of the website owner, for security or penetration testing, or to generate traffic intended to disrupt or overburden a website.
5. Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.

6. SUBSCRIPTIONS, PAYMENT, AND CANCELLATION

Billing

You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Services. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. We bill you through an online billing account for purchases made via the Services (currently processed via Stripe).

Free Trial

We may, at our sole discretion, offer a free trial for a limited period. If we offer a free trial, you will not be charged during the trial period. Unless you cancel your subscription before the end of the free trial, you may be automatically charged for the applicable subscription fee upon the expiration of the trial.

Cancellation

You can cancel your subscription at any time by logging into your account or contacting us. Your cancellation will take effect at the end of the current paid term.

Refund Policy

All purchases are non-refundable unless otherwise required by mandatory law. You can cancel your subscription at any time, but you will not receive a refund for the current billing period.
Right of Withdrawal (EU Consumers Only)
If strict application of law deems you a "consumer" within the meaning of EU Consumer Rights Directive (2011/83/EU):
By subscribing to the Services, you expressly request immediate performance of the contract and acknowledge that you thereby lose your right of withdrawal from the contract once the download or streaming of the digital content (access to the Service) has begun.

7. DISCLAIMER: NO LEGAL ADVICE

IMPORTANT: The Services provide automated technical analysis, risk scores, and compliance reports based on algorithmic checks (e.g., cookie detection, banner analysis).

1. **The Services do NOT constitute legal advice.**
2. A "Low Risk" or "Compliant" score does not guarantee immunity from regulatory fines, audits, or third-party claims.
3. You are solely responsible for ensuring your websites comply with the GDPR, ePrivacy Directive, and other applicable laws. We recommend consulting with a qualified legal professional for definitive compliance advice.

8. CONTRIBUTION LICENSE

You and the Services may agree that we may access, store, process, and use any information and personal data that you provide following the terms of the Privacy Policy and your choices (including settings).
By submitting suggestions or other feedback regarding the Services, you agree that we can use and share such feedback for any purpose without compensation to you.

9. THIRD-PARTY WEBSITES AND CONTENT

The Services may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content").
We are not responsible for any Third-Party Websites accessed through the Services or any Third-Party Content posted on, available through, or installed from the Services.

10. SERVICES MANAGEMENT

We reserve the right, but not the obligation, to:

1. Monitor the Services for violations of these Legal Terms;
2. Take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms;
3. In our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
4. Otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

11. PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy. By using the Services, you agree to be bound by our Privacy Policy, which is incorporated into these Legal Terms. The Services are primarily hosted within the **European Union (Germany)**.

12. TERM AND TERMINATION

These Legal Terms shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE LEGAL TERMS OR OF ANY APPLICABLE LAW OR REGULATION.

13. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. We also reserve the right to modify or discontinue all or part of the Services without notice at any time.

Changes to these Legal Terms

We may update these Legal Terms. We will notify you of material changes by email or in the Services at least 30 days before they take effect, unless the change is required by law or only expands what you may do. Your continued use of the Services after the effective date constitutes acceptance of the updated Legal Terms. If you do not agree, you may cancel your subscription before the effective date.

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors.

14. GOVERNING LAW

These Legal Terms and your use of the Services are governed by and construed in accordance with the laws of the **Republic of Estonia**, applicable to agreements made and to be entirely performed within Estonia, without regard to its conflict of law principles.

15. DISPUTE RESOLUTION

Any dispute arising out of or in connection with these Legal Terms, including any question regarding their existence, validity, or termination, shall be subject to the **exclusive jurisdiction of the courts of Estonia (Harju County Court)**, except where EU consumer protection laws explicitly mandate jurisdiction in the consumer's country of residence.

ODR Platform: If you are a consumer in the EU, you may also use the European Commission's Online Dispute Resolution (ODR) platform: https://ec.europa.eu/consumers/odr.

16. CORRECTIONS

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

17. LIMITATION OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE SIX (6) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING.

18. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your use of the Services; (2) breach of these Legal Terms; (3) any breach of your representations and warranties set forth in these Legal Terms; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; (5) any overt harmful act toward any other user of the Services with whom you connected via the Services; or (6) your scan of a website you do not own, including any use you make of the resulting Audit Report.

19. USER DATA

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

20. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing.

21. CONTACT US

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at:

SecureSpells OÜ

- **Email:** privacy@securespells.com
- **Address:** Toompuiestee 21, Tallinn 10137, Estonia
- **Registry Code:** 17318386

• **VAT Number (KMKR):** EE102940165