

Terms and Conditions & Privacy Policy

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EULA End user license agreement

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

OBS: Note that the Terms and Conditions may vary depending on whether the transaction is made by B2B (Business 2 Business) or B2C ([business-to-consumer](#) (private person making a transaction for private use))

1. STATUS OF TERMS

1.1 These terms constitute a legal document ("the Agreement"), which sets out the rights and obligations of you as a purchaser ("you"), and those of PentestBX ("PentestBX", "we" or "us"), in relation to the services and products offered by us through this site or any of the other sites owned by us. By registering for PentestBX services, you agree to the terms of this Agreement, and you re-affirm that agreement every time you use any of our services.

1.2 You agree to provide true, accurate, current and complete information about you as prompted by our registration form (such information being the "Registration Data"); and promptly update the Registration Data to keep it true, accurate, current and complete.

1.3 If you provide any information that is untrue, inaccurate, not current or incomplete, or PentestBX has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, PentestBX has the right to suspend or terminate your transactions, cease supply and refuse you any and all current or future use of the PentestBX website (or any portion of it).

This Agreement contains the terms and conditions that apply to your purchase from PentestBX that will be provided to you ("Corporate or Private Sector Customer" or "Customer") on orders for PentestBX subscriptions, products supplied by PentestBX.

By accepting delivery of the PentestBX support, Customer agrees to be bound by and accepts these terms and conditions. These terms and conditions are subject to change without prior written notice at any time, in PentestBX 's sole discretion.

2. PLACE OF PERFORMANCE AND APPLICABLE LAW

PentestBX is a company registered in the Turkey. Those who choose to access this site from other locations are responsible for compliance with local laws if and to the extent local laws are applicable. law shall govern this Agreement. You and we each submit to the exclusive jurisdiction of the Turkish courts in relation to disputes arising out of this Agreement.

Governing Law and Venue

THIS AGREEMENT AND ANY SALES THEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE TURKEY, WITHOUT REGARD TO CONFLICTS OF LAWS RULES, AND INTERPRETTED EXCLUSIVELY BY THE MARITIME AND COMMERCIAL COURT IN BURSA.

3. PLACING AN ORDER

3.1 A notice will be displayed on your web browser before you submit an order with PentestBX. This contains important information such as a description, price and delivery charges pertaining to the good or services ordered. PentestBX suggests that you print off a hard copy of the notice or save a copy to your hard drive for your own records.

3.2 Goods supplied to you by PentestBX will correspond with their prices and description (subject to E & OE).

4. Payment Terms; Orders; Quotes; Interest.

Terms of payment are within PentestBX 's sole discretion, and unless otherwise agreed to by PentestBX , payment must be received by PentestBX prior to PentestBX 's acceptance of an order. Payment for the products and services and support will be made by credit card, wire transfer, or some other prearranged payment method unless credit terms have been agreed to by PentestBX. Any quotations given by PentestBX will be valid for the period stated on the quotation. The customer agrees to pay 20% interest on all overdue amounts.

4.1 Payment

On web store <https://scan.pentestbx.com> payment can be made with:

- Credit cards.
- Bank transfer (fee) note! By bank transfer you are not protected by the objection system.

No fee is charged by payment on the web store.

A larger amount can never be debited than what you have approved at the time of purchase.

5. Shipping Charges;

Pentestbx as a **Service** (SaaS) , there is no shipping fees.

6. Delivery

Pentestbx as a **Service** (SaaS) , there is no shipping fees.

7. CONTENT

PentestBX will only be liable for consequential losses within the contemplation of the parties.

Certain links in this site (typically a banner advert or icon) will lead to sites, which are not under the control of PentestBX. When you activate any of these you will leave the PentestBX site and we have no control over the information which may be displayed. PentestBX will accept no responsibility or liability for the material on any site which is not under the control of PentestBX.

8. *Service and support.*

PentestBX will provide general service and support, in accordance with the then-current service and support policies and conditions in effect. If Corporate or Private Sector Customer purchased optional services and support, PentestBX will provide the optional service and support to Customer. PentestBX may, at its discretion, revise its general and optional service and support programs and the terms and

conditions that govern them. The services and support programs and their terms and conditions in place at the time of purchase will apply to Customer's purchase. PentestBX has no obligation to provide service or support until PentestBX has received full payment for the Product or services and support that Customer purchased. PentestBX must have full access to the unit to do support.

9. COPYRIGHTS

All designs, text, graphics and their selection and arrangement on this site are the copyright of PentestBX. Any other use of materials on this site without PentestBX's prior written consent is strictly prohibited.

9.1 Protection of Information.

Customer agrees that aspects of the Software and associated documentation, including the specific design and structure of individual programs, constitute trade secrets and/or copyrighted material of PentestBX. In case of violation of this article, the customer accepts and undertakes to cover all the damages that the company will suffer. Customer shall not disclose, provide, or otherwise make available such trade secrets or copyrighted material in any form to any third party without the prior written consent of PentestBX. Customer shall implement reasonable security measures to protect such trade secrets and copyrighted material. Title to Software and documentation shall remain solely with PentestBX. PentestBX has the final explanation right to all the terms above.

10. SOFTWARE

10.1 Intellectual property rights in any software or any other copyrighted materials ("Software") and supporting documentation supplied by us to you remain our property or that of our licensors.

10.2 Without our written consent and without affecting any applicable statutory rights under the Copyright and Related Rights Act 2000 you shall not and shall not permit any other person to:

10.2.1 disassemble, reverse engineer, decompile or in any other way interfere with the Software;

10.2.2 copy or modify the Software; or

10.2.3 create any new Software partly or wholly based on the Software.

10.3 Subject to the terms of this Agreement, you are licensed to use the Software and associated documentation non-exclusively, but only for the purposes identified on the site in relation to the Software.

10.4 You must not transfer, assign or sub-license your right to use the Software or attempt to do so.

10.5 Use of any software may also be governed by licensing terms as stipulated by the producers of the software and the terms of this Agreement operate in addition to rather than in replacement of the licence stipulations set out by the producer, details of which can be obtained directly from them.

11. MATTERS BEYOND OUR REASONABLE CONTROL

PentestBX shall not be held liable for any breach of this Agreement caused by circumstances out of its control including, but not limited to, Acts of God, fire, lightening, flood, or extremely severe weather, explosion, war, disorder, flood, industrial disputes (whether or not involving our employees), acts or omissions of Internet services providers or acts of local or central Government or other competent authorities.

12. LANGUAGE

In the event of conflict or inconsistency between the terms of the English language version of any communications sent by PentestBX, including this Agreement, and any translation provided by us, the Turkish language version shall prevail.

13. PENTESTBXS PRIVACY POLICY

Due to the ordering process certain information given by you at the time of ordering is collected lawfully and in accordance with the Data Protection Acts KVKK and GDPR, solely by PentestBX. PentestBX does not disclose any customer information to any third parties. The information is used only for the purpose of processing your request and to communicate with you on any matters relating to the provision of the service in general. Information and statistics may also be used for the purpose of monitoring site usage. These statistics will not include any information that can be used to identify

any individual.

Cookies may be used on this shopping site;

- To keep track of the contents of your shopping cart once you have selected an item.
- To keep track of products you have viewed to enable us to tailor advertising based on your browsing behaviour, in doing so we do not capture any personalised information that would enable us to identify the user.

In order for you to enter into an agreement with us on <https://scan.pentestbx.com>, we need the following information:

Name

Address

Telephone number

E-mail address

Order information

Product order.

We carry out registration of your personal data with the purpose to be able to delivery the product to you.

If you have any concerns regarding the privacy of this site please contact us via by email (info@pentestbx.com).

14. SITE SECURITY

The entire checkout process for the PentestBX web site is held on a secure server using a verified SSL (secure socket layer) system for transferring data. If you click on the small padlock symbol at the bottom of your browsers screen you will be taken to this sites security certificate. If you have any concerns regarding the security of this site please inform us by email (info@pentestbx.com).

15. FAULTY OR DAMAGED PRODUCTS(S) – “For Hardware Endpoint Only”

When you shop at <https://scan.PentestBX.com> you have of course 24-month warranty. This means that you can get either the product repaired, exchanged, receive your money back, or have a reduction of the price, depending on the specific situation.

It is of course a requirement that the complaint is justified, and that the defect is not due to an incorrect use of the product or other tortious behaviour.

When it is understood that the good is defective, the consumer may exercise one of the following rights of choice;

- a) Rescinding the contract, informing that consumer is ready to return the sold good,
- b) Requesting a discount from the sale price in proportion to the defect that keeping the sold good,
- c) Requesting a free of charge by repair with all expenses borne by the seller, if it does not require an extensive expense,
- d) Requesting a replacement of the defective good with a defect free one, if possible

16. How quickly should I complain?

You must complain within "reasonable time" after you have discovered the defect of the product. If you complain within two months after the defect has been found, the complaint will always be timely.

The product should be sent to PentestBX Warehouse:
Karaman Mahallesi İzmirlyolu Caddesi, No:90 Kat:5 Ofis:19 PK: 16110
Nilüfer / BURSA

When you are returning the product please inform about the problem as detailed as possible.
Note: We do not receive packets sent cash on delivery or similar.

Remember that the product always has to be sent back in the proper packaging, and make sure you get a receipt of dispatch, so that we can refund your freight costs.

Pentestbx is not responsible for any damages that may occur during shipping.

17. Complaint procedure

In the unlikely event that you have any complaints as to our service or any of the goods and services supplied to you from our site, please contact us by email: support@PentestBX.com
All complaints are taken seriously and will be investigated as soon as they are brought to our notice. We will endeavor to rectify any problems as soon as possible.

18. LIMITATION OF LIABILITY

18.1 Nothing in this Agreement shall affect the statutory rights of any consumer or exclude or restrict any liability for death or personal injury arising from the negligence or fraud of PentestBX, its staff or agents

18.2 PentestBX shall not be liable either in contract, tort, negligence, statutory duty or otherwise, for any direct loss or damage (including loss or damage which is reasonably foreseeable or occurs naturally in the course of things) resulting from any acts, omissions, failures or delays occurring on or in relation to those parts of the Internet not under PentestBX direct control including, without limitation, damage for loss of business, loss of sales, non payment of sums due, loss of profits, business interruption, loss of reputation, loss of business information, or any other pecuniary loss (even where PentestBX has been advised of the possibility of such loss or damage).

18.3 The only liabilities that PentestBX can also exclude liability from the following.

18.3.1 In cases where losses were not foreseeable to both parties when the contract was formed.

18.3.2 Where losses were not caused by any breach on the part of PentestBX.

18.3.3 For any business losses, and/or losses to non-consumers.

PentestBX does not accept liability beyond the remedies set forth herein, including any liability for products not being available for use or for lost or corrupted data or software, or the provision of services and support PentestBX will not be liable for lost profits, loss of business or other consequential, special, indirect or punitive damages, even if advised of the possibility of such damages, or for any claim by any third party except as expressly provided herein. This limitation of liability applies both to products and services and support customer purchases under this agreement. Customer agrees

that for any liability related to the purchase of products or services bundled with the products, PentestBX is not liable or responsible for any amount of damages above the aggregate dollar amount paid by customer for the purchase of products under this agreement. Customer agrees that for any liability related to the purchase of services not bundled with products under this agreement, PentestBX is not liable or responsible for any amount of damages above the aggregate dollar amount paid by

customer for the purchase of services under this agreement.

19. Limited Software Warranty

PentestBX warrants that commencing from the date of delivery to Customer:

(1) the media on which the Software is furnished will be free of defects in materials and workmanship under normal use; and

(2) the Software substantially conforms to its published specifications.

The date of shipment of a Product by PentestBX is set forth on the packaging material in which the Product is shipped. Except for the foregoing, the Software is provided AS IS. This limited warranty extends only to the Customer who is the original licensee. Customer's sole and exclusive remedy and the entire liability of PentestBX and its suppliers under this limited warranty will be, at PentestBX 's discretion, repair, replacement, or refund of the Software if reported (or, upon request, returned) to the party supplying the Software to Customer, if different than PentestBX . In no event does PentestBX warrant that the Software is error free or that Customer will be able to operate the Software without problems or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks, PentestBX does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack. PentestBX® provides technical support service and software update, etc. only for registered users.

It is not allowed to circumvent the security functionality on the PentestBX® Products to gain more access than your license states.

It is not allowed to distribute the PentestBX® Products without PentestBX® 's acknowledgement

The PentestBX® products may have sharp corners and should be handled with care.

It is not allowed to use the information obtained by the PentestBX® products to cause damage to third parties.

PentestBX® reminds the user to note that PentestBX® owns the right to modify or update software and service anytime without noticing

user in order to protect of the company's business development and adjustment. PentestBX® is not responsible when performing the rights of modifying or intermitting services. PentestBX® will not provide service for user until the user agrees this term.

When doing a vulnerability scanning with Pentestbx you acknowledge that you have the legal rights to the IP address being scanned.

20. Disclaimer of Liabilities

IN NO EVENT WILL PENTESTBX OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE SOFTWARE EVEN IF PENTESTBX OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall PentestBX 's or its suppliers' liability to Customer, whether in contract, tort (including negligence), or otherwise, exceed the price paid by Customer. The foregoing limitations shall apply even if the above-stated warranty fails of its essential purpose. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

21. Limited Hardware Warranty

The limited warranties applicable to PentestBX branded products are included in the documentation along with the products, and there are no warranties for services. PentestBX makes no express warranties except those stated in this section and in PentestBX 's applicable warranty statement in effect on the date of the invoice. any such warranties will be effective, and PentestBX will be obligated to honor any such warranties, only upon PentestBX receipt of payment in full for the item to be warranted. PentestBX disclaims all other warranties, express or implied, including without limitation implied warranties of 'merchantability and fitness for a particular purpose. PentestBX 's responsibility for warranty claims is limited to repair and replacement as set forth in PentestBX 's

applicable warranty statement in effect on the date of the invoice. PentestBX reserves the right to modify its warranty at any time, in its sole discretion. All software is provided subject to the license agreement that is part of the package. Customer agrees that it will be bound by the license agreement once the package is opened or its seal is broken.

22. Hardware Products

PentestBX 's policy is one of on-going product update and revision. PentestBX may revise and discontinue products at any time. PentestBX will ship products that have the functionality and performance of the products ordered, but changes between what is shipped and what is described in a specification sheet or catalogue are possible. Spare parts may be new or reconditioned.

23. Software license

23.1 Software License

BY USING THE PENTESTBX SOFTWARE, YOU AGREE TO BE BOUND BY THIS LICENSE. IF YOU DO NOT AGREE TO ALL TERMS OF THIS LICENSE, DO NOT USE. Subject to the terms and conditions of this Agreement, and unless stated otherwise, PentestBX grants Customer ("Customer") a non-transferable license to use it.

23.2 General Limitations regarding the Software License.

Except as otherwise expressly provided under this Agreement, Customer shall have no right, and Customer specifically agrees not to: (1) transfer, assign or sublicense its license rights to any other person, or use the Software on unauthorized or secondhand PentestBX equipment, and any such attempted transfer, assignment or sublicense shall be void; (2) make error corrections to or otherwise modify or adapt the Software or create derivative works based upon the Software, or to permit third parties to do the same; or (3) decompile, decrypt, reverse engineer, disassemble or otherwise reduce the Software to human-readable form to gain access to trade secrets or confidential information in the Software.

23.3 Proprietary Notices.

Customer agrees to maintain and reproduce all copyright and other proprietary notices on all copies, in any form, of the Software in the same form and manner that such copyright and other proprietary notices are included on the Software. Except as expressly authorized in this Agreement, Customer shall not make any copies or duplicates or any Software without the prior written permission of PentestBX .You agree not to extract information from the PentestBX® Products as defined below: Reverse engineer, decompile, disassemble, alter, duplicate, make copies, create derivative works from.

23.4 Term and Termination

This Software License is effective until terminated. Customer may terminate this License at any time by destroying all copies of Software including any documentation. Customer's rights under this License will terminate immediately without notice from PentestBX if Customer fails to comply with any provision of this License. Upon termination, Customer must destroy all copies of Software in its possession or control.

22. Model withdrawal form

info@PentestBX.com

I/We hereby give notice that I/we withdraw from my/our contract of sale of the following goods for the provision of the following goods/services:

Ordered on: _____ Received on: _____

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s): _____ Date: _____
(only if this form is notified on paper)

Privacy policy GDPR

We need the following information when you use our website for shopping:

Name, address, telephone number and e-mail address, order information, product order.

We only register and pass on personal data necessary for delivering the products to you.

You have the right to get access to information registered about you.

If you believe the information to be incorrect you have the right to have the information rectified. In some cases we will have to delete your data if requested by you. It could for example be if the information is no longer necessary to the purpose we originally needed it for.

Please contact us if you feel your personal data is not processed according to legislation. Inquiries about this must be send to via e-mail info@PentestBX.com