

## Terms & Conditions

1. By accepting this Offer, the CLIENT accepts the following terms and conditions, without limitation or qualification.
2. Definitions:
  - a. **Firmware** : A software that controls a device's hardware. It is usually stored in a non-volatile memory.
  - b. **IoT : Internet of Things**. It refers to the network created by all the devices ("things") that are able to perform machine to machine data transfers without human interaction. By extension, an "IoT" often refers to one of those machines.
3. The IoT Testing Service consists in offering the ability to test the firmware of the IoT devices of the CLIENT. This will allow to uncover the most common technical vulnerabilities or weaknesses and report them to the client.
4. The IoT Testing Service fees, shall be paid by the CLIENT within 30 (thirty) days of the invoice date for such fees.
5. The services related to the IoT Testing Service will take effect the day after receipt of the payment.
6. In case the CLIENT fails to meet his payment obligations, SECURITYMADEIN.LU shall be entitled in its sole discretion to deem the cancellation of the IoT Testing Service.
7. Force Majeure. A party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is: i) beyond the reasonable control of a party; ii) materially affects the performance of any of its obligations under this agreement, and iii) could not reasonably have been foreseen or provided against, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects.
8. The IoT Testing Service cannot be transferred to any third party.
9. It is each participating Company's sole responsibility to comply with all relevant local laws.
10. SECURITYMADEIN.LU operates only as an intermediary of the service. Therefore, under any circumstances, SECURITYMADEIN.LU is held responsible or liable for the service performed and the results achieved by the IoT Testing Service.
11. SECURITYMADEIN.LU shall not be held responsible or liable for damages caused by accidents, misuse, misapplication, or neglect of the CLIENT or any of its agents or employees of the IoT Testing Service.
12. Nothing in this Agreement shall be construed as creating a joint venture, partnership or other business association outside the terms of this Agreement. SECURITYMADEIN.LU's personnel offering Services to the CLIENT shall not be deemed to be an employee of the CLIENT for any purpose whatsoever. Each Party shall remain an independent contractor. Neither party shall have authority to contract for or bind the other in any manner whatsoever.
13. Each CLIENT agrees that if any provision of these Terms and Conditions is deemed to be invalid, the remaining Terms will remain valid, binding and enforceable.
14. These Terms and Conditions are governed by the laws of Luxembourg and each CLIENT submits to the exclusive jurisdiction of the courts of Luxembourg to determine any dispute arising or relating to these Terms and Conditions and the relating Offer.
15. These Terms and Conditions, including any documents and offers incorporated by reference, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, whether oral or written, between the parties with respect to such subject matter.
16. In the event of contradictions and/or differences between these Terms and Conditions and those of a Contract (including, where applicable, any annexes), these Terms and Conditions shall prevail.

## Data protection

For the **privacy policy** see:

<https://securitymadein.lu/contact/legal/>