

PANScout Terms of Sale

Version 1.1

Effective date: 30 August 2026

1. About these Terms

These Terms of Sale apply to business purchases of PANScout from Noema Ltd, a company registered in Gibraltar under company number 125308, with registered office at 8/5 Naval Hospital Hill, Gibraltar.

These Terms apply together with the order summary, the PANScout Software Licence Agreement, the Refund and Cancellation Policy and the Privacy Notice. If an order summary expressly changes a commercial detail, such as edition, price, installation allowance or renewal method, the order summary takes priority for that detail.

Questions about these Terms may be sent to legal@panscout.com.

2. Business customers only

PANScout is offered only for business and professional use. The purchaser confirms that:

- the purchase is wholly or mainly for purposes connected with a trade, business, craft or profession;
- the purchaser is authorised to enter into the contract for the named customer; and
- the customer is not purchasing as a consumer.

A sole trader or independent consultant may be a business customer. An employee or agent may purchase for an organisation where authorised.

Nothing in these Terms excludes or restricts a right that applicable law does not allow the parties to exclude, including any mandatory right that applies despite the intended business-only basis of the sale.

3. Product and order information

The website and order summary identify the selected edition, installation allowance, annual price, currency, applicable taxes or charges, renewal method and any additional product-specific terms.

Before placing an online order, the purchaser can review the selected product and information entered and can return to correct errors. An order is an offer to purchase. A contract is formed when we or the payment provider acting for the transaction accept the order and issue an order confirmation, or when cleared funds are accepted for an approved invoice order.

We may reject an order where information is incomplete or inconsistent, the payment is not authorised, the requested sale is unavailable or unlawful, fraud or security checks fail, or the purchaser is not eligible for business-only sale. Any captured payment for a rejected order will be released or refunded through the payment provider.

4. Prices, taxes and invoices

Prices are stated in pounds sterling unless the checkout expressly states another currency. The total price and any applicable tax or charge will be shown before the purchaser commits to payment.

The annual catalogue at the effective date is:

- Business: GBP 499 per year, including one scanning installation;
- Team: GBP 1,299 per year, including up to five scanning installations; and
- Team additional installation pack: GBP 999 per year, adding five scanning installations where offered.

The price in the order summary controls. We may change prices for future purchases or renewal periods, but a change will not alter a period already paid for. Any renewal price change will be communicated before it takes effect where required by the contract or applicable law.

The customer is responsible for accurate billing and location information and for taxes or duties lawfully payable by the customer. The payment provider or invoice will show the applicable tax treatment. The customer is responsible for providing any information reasonably needed to produce a compliant business invoice.

5. Payment routes

Card and supported electronic payments are processed by the payment provider identified at checkout. We receive the payment status and transaction information needed to fulfil and administer the order, but do not need to receive full card details.

Where offered, a verified business may request a payable invoice and bank-transfer route. Unless an approved invoice states otherwise:

- payment must be made in full in the invoiced currency;
- bank charges are paid by the customer;
- an order is not settled merely because a transfer was initiated; and
- a paid licence is issued only after cleared funds are matched to the invoice.

Bank-account changes will not be communicated solely through an unauthenticated email instruction. The customer should verify unexpected payment instructions through a published PANScout contact route.

6. Delivery

After authoritative confirmation of cleared payment, we will make the licence available by email and may make it available through the optional customer account. Paid licence files are digitally signed and can be verified by PANScout without an online activation service.

The customer must provide an email address it controls and may lawfully use for the order. Delivery to that address is delivery to the customer. If delivery fails, the customer should contact support@panscout.com. We may require verification using the original order email before resending a licence or disclosing account information.

A payment confirmation alone is not a licence file. The software can scan under a trial or paid licence only when PANScout accepts the applicable signed licence or trial state.

7. Optional customer account

Following a verified purchase, we may prepare a minimal passwordless account linked to the order email and customer organisation. Account use is optional and is not required for scanning.

The account may provide licence download and email actions, invoices, renewal information and other licence administration. It does not receive or display the customer's local scan files, findings, history or reports.

The customer is responsible for controlling the order email and for promptly reporting a change of authorised administrator. Ownership or email changes require appropriate verification and are not completed from an unverified email request alone.

8. Annual term and renewal

Each paid licence period lasts 12 months unless the order summary states otherwise.

The order summary states whether the licence renews automatically or requires manual renewal. An automatically renewing order may be cancelled for future renewal through the available account or billing route before the renewal charge is processed. A manual-renewal licence expires unless a new period is paid and issued.

We aim to send reminders approximately 30 days and 7 days before an automatic renewal or expiry. A reminder is a convenience and is not a condition of a renewal already agreed.

Cancellation of future renewal does not shorten the current paid period. A failed or pending renewal does not create a new licence period. The existing signed licence remains usable until its stated expiry.

9. Expiry and no hidden grace period

PANScout is designed to work offline. Any paid validity period must therefore appear in a signed licence file. There is no undisclosed server-side grace period.

After trial or paid licence expiry, PANScout blocks new scan work. Existing scan history, masked findings, review notes and reports remain readable and are not deleted by expiry.

10. Software use

Purchase does not transfer ownership of PANScout. It grants the rights described in the Software Licence Agreement for the edition and installation allowance in the order confirmation and signed licence.

The customer must use PANScout only on systems and data it owns or is authorised to assess. The customer remains responsible for scan scope, data protection, security, retention, remediation and PCI DSS decisions.

PANScout supports discovery and evidence work. It is not a Qualified Security Assessor, PCI DSS assessment, compliance certificate, Approved Scanning Vendor scan or guarantee that every instance of payment card data will be detected.

11. Consultants

A customer may allow its employees and authorised external consultants to operate the customer's licence solely for that customer's internal purposes and within its installation allowance. The customer remains responsible for their use.

A Business or Team licence does not permit a consultancy to reuse the same licence for unrelated client organisations. Multi-client professional use requires either the relevant client's own licence or a separately purchased Consultant licence expressly identified in an order confirmation.

Consultant licence availability, price and allowance must be shown in its order summary. Consultant use is also governed by the Software Licence Agreement.

12. Support

Paid licences include email support through support@panscout.com for installation, licensing and use of the supported product. Support does not include an uptime commitment, guaranteed response or resolution time, dedicated availability, emergency service, custom development, PCI DSS advice or review of customer source files.

No service-level agreement applies unless a separate written agreement signed by Noema Ltd expressly says otherwise.

Customers should begin with the privacy-safe diagnostic export and must not send full card numbers, source files, scan databases or evidence reports unless a specifically authorised process requires limited information.

13. Cancellation and refunds

The PANScout Refund and Cancellation Policy forms part of these Terms. It explains the 14-day goodwill refund available for a qualifying first licence purchase, renewal cancellation, duplicate charges, non-delivery, material defects, additional packs, disputes and the effect of a refund on an offline licence.

14. Warranty and service limitations

We will provide PANScout with reasonable care and skill and use reasonable efforts to ensure that the supported release materially performs as described in the published product documentation.

Detection depends on factors outside our control, including selected scope, file availability, permissions, encryption, corruption, format variation, image quality, configuration, exclusions and system resources. We do not promise uninterrupted or error-free operation, complete inspection of every file, detection of every card number, or compliance with any particular standard.

If the customer reports a reproducible material defect, we may provide guidance, a correction, a replacement or another reasonable remedy. Refund rights are governed by the Refund and Cancellation Policy and any rights that cannot lawfully be excluded.

15. Liability

Nothing in these Terms limits liability that cannot lawfully be limited, including liability for fraud or fraudulent misrepresentation and any other category that applicable law requires to remain unlimited.

Subject to that sentence, neither party is liable for indirect or consequential loss, loss of profit, revenue, anticipated savings, goodwill or business opportunity, or loss arising from a decision to retain, delete, move or report customer data based solely on PANScout output.

Subject to liability that cannot be limited, the aggregate liability of Noema Ltd arising from an order, PANScout and the related documents is limited to the fees paid or payable for that order during the 12 months preceding the event giving rise to the claim.

16. Events outside reasonable control

Neither party is liable for delay or failure caused by circumstances outside its reasonable control, provided it takes reasonable steps to reduce the effect and resumes performance when reasonably possible. This does not excuse payment already due or obligations concerning confidentiality, security or lawful use.

17. Changes

We may update product documentation and these Terms for future orders. A material change affecting an active automatic renewal will be communicated before the next renewal where appropriate. Changes do not retrospectively reduce a paid licence period or installation allowance.

18. Governing law and disputes

The parties should first attempt to resolve a concern through billing@panscout.com or legal@panscout.com, as appropriate.

The contract and any non-contractual obligations arising from it are governed by the law of Gibraltar. The courts of Gibraltar have exclusive jurisdiction, except to the extent applicable law requires otherwise.

19. General terms

If part of the contract is unenforceable, the remaining provisions continue in effect. A delay in enforcing a right is not a waiver. The customer may not assign or transfer the contract without our written consent, except as part of a genuine transfer of the relevant business with notice and appropriate verification. We may assign the contract as part of a corporate reorganisation or transfer of the PANScout business, subject to applicable law.

The order summary and incorporated documents form the entire agreement about the purchase and replace prior discussions about that order. Neither party relies on a statement not recorded in those documents, except that nothing excludes liability for fraud or fraudulent misrepresentation.

20. Contact

Seller: Noema Ltd; company number: 125308; registered office: 8/5 Naval Hospital Hill, Gibraltar.

Billing: billing@panscout.com; support: support@panscout.com; legal and privacy: legal@panscout.com.