

Defensio SECaaS — Terms of Service

Version 2.1 · in force from 25 July 2026 · supersedes v2.0 Provider: **Fidem S.r.l.**,
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1. Acceptance

By creating an account on app.defensio.technology you accept these Terms, the **Privacy Notice**, the **Cookie Policy** and the **VAPT Authorization Agreement**, which together form the agreement between you and Fidem. The service is **business-to-business**; you confirm you are acting in the course of a business.

2. The service

Software-as-a-Service for external attack-surface scanning, vulnerability assessment (Nmap / OWASP ZAP / OpenVAS / Nuclei-based engines) and data-leak monitoring, with dashboards, scheduled scans, alerts and reports. Features and quotas depend on the subscribed plan.

3. Plans, billing, tax

- Plans (Starter, Professional, MSP, plus add-on packs) are billed **monthly or annually** through Stripe. **Prices exclude VAT**; VAT is applied automatically per the customer's billing country.
- **EU billing addresses only** at launch.
- Quotas (targets, monitored email addresses) are enforced; exceeding them requires an upgrade or add-on pack.
- Subscriptions **renew automatically** until cancelled. Cancellation takes effect at the **end of the current billing period**; fees already paid are **not refunded pro-rata**, and access continues until period end.
- On failed payment Stripe retries; once retries are exhausted the subscription is suspended and **scanning is disarmed**.
- Electronic invoices are issued through the Italian **SDI** system.

4. Acceptable use

You may use the platform **only** against assets you are authorised to test (see the **VAPT Authorization Agreement**, incorporated by reference). You must not: scan or monitor anything you lack authorisation for; use the service unlawfully; resell

or provide it to third parties except under an MSP/white-label plan; circumvent quotas, gating or security controls; or attempt to disrupt the platform.

5. Data protection — including Schedule 1 (Art.28 DPA)

The **Privacy Notice** governs personal data Fidem processes as controller. For **the content you scan or monitor, you are the data controller and Fidem is your processor** under the following Data Processing Agreement, which forms part of these Terms.

Schedule 1 — Data Processing Agreement (GDPR Art.28)

1. **Subject-matter, duration, nature, purpose:** security scanning and breach monitoring of the targets and email addresses you configure, for the duration of your subscription.
2. **Types of data / categories of subjects:** target technical data and any personal data incidentally exposed by the target; monitored email addresses and associated breach metadata; subjects are your personnel and those you are authorised to monitor.
3. **Instructions:** Fidem processes only on your documented instructions (the targets/addresses you configure and the engines you enable), and will inform you if an instruction appears to infringe data-protection law.
4. **Confidentiality:** personnel with access are bound by confidentiality.
5. **Security:** Fidem implements appropriate technical and organisational measures under Art.32 (see Privacy Notice §10).
6. **Sub-processors:** those listed in Privacy Notice §6 are authorised; Fidem will notify you of intended changes and you may object on reasonable data-protection grounds.
7. **Assistance:** Fidem assists you with data-subject requests, security, breach notification, and DPIAs, taking account of the nature of processing.
8. **Personal-data breach:** Fidem notifies you **without undue delay** after becoming aware of a breach affecting your data.
9. **Deletion/return:** on termination Fidem deletes the processed content per the retention rules in Privacy Notice §5, unless retention is legally required.
10. **Audit:** Fidem makes available the information needed to demonstrate compliance and allows for audits, subject to reasonable notice and confidentiality.
11. **Transfers:** only with an adequate Art.44–46 basis (Privacy Notice §7).

6. Your responsibilities

Maintain authorisation for every target; keep credentials secure (two-factor authentication is available); verify your email address; provide accurate billing and VAT details; use findings lawfully.

7. Availability and support

The service is provided on a **commercially reasonable basis; no uptime SLA applies at launch** unless expressly stated in your plan. Support: **info@defensio.technology**, best-effort during Italian business hours.

8. Intellectual property

Fidem retains all rights in the platform, engines and documentation. You retain rights in your data and in reports generated for you, and grant Fidem the limited rights needed to operate the service for you.

9. Warranties and disclaimers

Security testing **does not guarantee** detection of all vulnerabilities or breaches and is **not a substitute** for a manual penetration test or a complete security programme. To the extent permitted by law the service is provided “as is”, without implied warranties of merchantability or fitness for a particular purpose.

10. Limitation of liability

To the maximum extent permitted by law, Fidem’s **aggregate liability** arising out of or relating to the agreement is limited to the **fees you paid in the twelve (12) months preceding the event** giving rise to the claim. Fidem is not liable for indirect, incidental or consequential loss, loss of profit, revenue, data or goodwill. Nothing limits liability for death or personal injury caused by negligence, fraud, or any liability that cannot be limited by law.

11. Suspension and termination

Fidem may suspend or terminate for material breach, non-payment, or suspected unauthorised or unlawful use. You may cancel at any time (effective at period end). On termination, data is retained or erased per Privacy Notice §5.

12. Changes

These Terms are versioned; material changes require renewed acceptance at next login. **Current version: 2.1.**

13. Governing law and jurisdiction

Governed by the laws of **Italy**. Exclusive jurisdiction: the **courts of Verona**, Italy.