

# Terms of Service - Codescan

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Codescan is a code quality tool with support for a number of programming languages as well as the Force.com platform. CodeScan provides a self-hosted and cloud product as well as a plugin for a number of IDEs.

The Codescan website at <http://www.code-scan.com> (**Website**) allows a person (**User**) to download the Codescan application or login to the CodeScan Cloud software as a service application (Application) to allow Users to check the quality and integrity of the code which they have written. Codescan is provided by Village Chief Pty Ltd ACN 153 295 571 (Village Chief). Use of the Application is subject to this Terms of Service (TOS) as well as Village Chief's Privacy Policy, both of which are incorporated into this TOS.

When you download or use the Application, you agree that you have read, understood, and are making an offer to Village Chief to be bound by the terms and conditions contained in this TOS. The terms and conditions contained herein apply from the time that Village Chief accepts the User's offer by accepting payment (or allowing the User to trial the Application) until the User notifies Village Chief that they no longer need the Application.

## 1.1 Definitions

**Application** means the Codescan code quality tool, either self hosted or as software as a service, provided by Village Chief which is subject to the licence contained in this TOS.

**Installation Guide** means the guide for installing the Application as provided at <https://www.code-scan.com/overview/installing/>

**Licence Fee** means the amount of money which the User agrees to pay Village Chief upfront or via subscription for the right to use the Application on a month to month basis.

**Trial Account** means a temporary account created by a User that has elected to trial the Application for a limited period prior to the right to use the Application expiring.

**User Account** means an account created by a User for the purposes of using the Application.

## 2. General

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To download and use the CodeScan Application Users must create a User Account. Follow the instructions found at the following links.

<https://www.code-scan.com/bundler/> - this includes a version of SonarQube

<https://www.code-scan.com/overview/installing/> - this is the separate CodeScan plugin for preinstalled SonarQube instances.

<https://www.code-scan.com/cloud/sign-up/> - this is sign up page for CodeScan Cloud

## Creation of a User Account

Users agree to create a User Account when downloading the Application or using the CodeScan Cloud Application. An Account may only be opened and used by one physical person - i.e., a single login. An Account may not be opened or shared by multiple people or an automated software application (e.g., an Internet bot). In creating and using a User Account, Users agree:

- (a) to provide Village Chief with complete and accurate information on themselves and the organisation that they represent;
- (b) to provide a correct name, a valid email address, and any other reasonable information requested by us when you open an Account, and that we can store this information
- (c) not to register multiple User Accounts unless they have agreed otherwise to pay multiple licence fees;
- (d) not impersonate someone else; and
- (e) to allow us to request any form of appropriate identification from you to verify your identity.
- (f) to be solely responsible for maintaining the security of the Account and password. Company shall not be responsible if someone else has used your Account or if you have provided your Account name or password to any third party.
- (g) To be responsible for all content posted and all activities that occur via the Account.
- (h) Not to use any Services provided by Company for any illegal or unauthorized purposes, and only use them in a manner that is compatible with applicable laws and regulations. Must not infringe or violate any laws in Users jurisdiction (including but not limited to intellectual property rights of third parties).

## 2.2 Account and Password

Users agree to keep any passwords associated with their account confidential. Users are expressly prohibited from sharing their account details with anyone other than the owner or their authorised officer or agent.

## 2.3 API Access

Users may access Services data via an API (Application Program Interface). Any use of an API, including use of the API through a third-party product that accesses the Services, is covered by this Agreement, and the specific provisions of this Section 2 shall apply in all such cases.

Users expressly understand and agree that Company shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other losses (even if Company has been advised of the possibility of such damages), resulting from your use of the API or third-party products that access data via the API.

Abuse or excessively frequent requests to the API may result in the temporary or permanent suspension of User Account's access to the API. Company, in its sole discretion, will

determine abuse or excessive usage of the API. Company will make a reasonable attempt via email to warn the Account owner prior to suspension.

Company reserves the right at any time to modify or discontinue, temporarily or permanently, Users access to the API (or any part thereof) with or without notice

## **2.4 Termination of User Account**

- (a) Village Chief reserves the right to limit, cancel, suspend or terminate a User Account without notice to the User and without providing a reason if we believe the User is breaching any of the terms and conditions contained in TOS or are of the opinion that a Users use of their Account may be a breach of a third party's intellectual property rights or is otherwise illegal.
- (b) Users agree not to hold Village Chief liable for claims, demands or damages (including actual and consequential losses) of any kind for closing a User Account where the Users conduct caused us to cancel the User's Account.

## **2.5 Termination by User**

If for any reason, the User decides not to continue with their use of the Application, they must email [support@villagechief.com](mailto:support@villagechief.com) to terminate their account. Termination will be effective at the end of the month prior to the User providing Village Chief with notice of Termination provided that at least three (3) days notice is provided to Village Chief.

## **2.6 Effect of Termination**

If either party terminates for any reason whatsoever, then the User will not be able to use the Application.

# **3. Licence**

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Users download and/or use the Application created and owned by Village Chief in exchange for paying the Licence Fee.

## **3.1 Pricing Plans**

- (a) Users agree to pay the Licence Fee for using the Application according to the plan that they have selected when creating their User Account. For information on pricing plans visit <https://www.code-scan.com/pricing/>
- (b) Codescan does not collect or store credit card information. Users consent to Village Chief passing their Credit Card details to its secure third party credit card provider.

## **3.2 Refund during Trial Period**

- (a) Village Chief will provide a refund within the first thirty (30) days of creating an Account. If you are unable to get the Application to work properly or if the Connector fails to perform the basic functions as designed and you have worked with the support team to resolve any issues.
- (b) Refunds will be granted at the sole discretion of Village Chief. No refunds will be given after thirty (30) days of downloading the Application.

## 4. Operation of the Application

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### 4.1 Changes to the Application

- (a) Village Chief may at its sole discretion change, modify, suspend, make improvements to or discontinue any aspect of the Application, temporarily or permanently, at any time. We will endeavour to provide Users with notice through our mailing list.
- (b) Village Chief may make improvements and or changes to the Application at any time without notice. We do not warrant that the information architecture or navigation within the Application will not change now or at any time in future.
- (c) CodeScan Self Hosted is provided as a download therefore users may choose to postpone or ignore new versions to suit their requirements. The user must be aware that by not upgrading they will miss out on any bug fixes as CodeScan will not apply fixes to older versions of its code.
- (d) CodeScan will attempt to flag builds as either 'stable' or 'development'. New features will initially be released in 'development' builds, where as a 'stable' release indicates that the build is more mature.
- (e) CodeScan Cloud is provided as a software as a service and Company may choose to make changes, updates, modifications, improvements and release new features at any time without notice and Users may be upgraded to the new version without any notice by the Company.

### 4.2 Maintenance and upgrades

- (a) Should Village Chief upgrade the Application because of changes to the third party systems such as Force.com or <http://sonarqube.org> Users may be required to update the Application.
- (b) Under no circumstances will Village Chief be liable for any such change, modification, suspension, improvement or discontinuance of the Application.
- (c) If a User does not agree with any of these changes, they may terminate their account by notifying [support@code-scan.com](mailto:support@code-scan.com).

### 4.3 Communications with Village Chief

All notices and other communications required under this TOS should be directed to Village Chief at [support@code-scan.com](mailto:support@code-scan.com). Notice is deemed given twenty-four (24) hours after the notice is sent. Alternatively, we may give Users notice by electronic mail to the address provided during the Account registration process. In this case, notice is deemed given three (3) days after the date the electronic email is sent.

## 5. Prohibitions on use of the Application

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### 5.1 Prohibited actions by Users

The Application must not be used in any manner that infringes Village Chief's rights. Users must not:

- (a) data mine or conduct automated searches on our Website or the Data on our Website, whether through the use of additional software or otherwise; or
- (b) tamper with, hinder the operation of, or make unauthorised modifications to the Website or any part of the Application; or
- (c) attempt to reverse engineer or attempt to extract the source code that operates the Application;
- (d) transmit any virus, worm or other disabling feature via a Connector; or

- (e) abuse, defame, harass, stalk, threaten or otherwise violate our legal rights.

## 5.2 User warranties

Users represent and warrant in relation to the use of the Application that:

- (i) they are authorised to use the Application to check the code which has been written;
- (ii) they are authorised by the business that they represent to create an Account;
- (iii) that they will not reverse engineer or otherwise attempt to duplicate the Application;
- (iv) they will not knowingly transmit any worm, virus or other disabling feature to our Website;
- (v) the code being checked is not used for an any illegal act;
- (vi) they have complied with Village Chief's configuration guide when downloading the Application;
- (vii) the code which has been written does not infringe any intellectual property right including, but not limited to, trade marks, service marks or business names (whether registered or unregistered), confidential information, trade secrets and copyright; and
- (viii) in using the Application the User is not breaking any law of any state of Australia or the Country where they are located.

## 6. Intellectual property

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### 6.1 Trademarks

We may be the owner of several common law (or where indicated), registered trade marks which appear on the Website or use any such trademark pursuant to a separate agreement with the owner. Unauthorised use of these trademarks may infringe our intellectual property rights. Users use of the Application grants no right or license to reproduce or otherwise use any Village Chief or third-party trademarks owned by systems that we connect to. If Users infringe our rights in this regard we reserve our right to take action.

### 6.2 Privacy Policy

- (a) In using the Website and the Application, Users are deemed to accept the terms and conditions of our privacy policy at <https://www.villagechief.com/privacy/>.
- (b) In using the Application, Village Chief may store generic information such as a Users IP Address, product version number, project code and name, cookie information, software and hardware attributes. We only keep information necessary for us to provide the Application to Users. This information is not provided to any third party.

## 7. Limitation of liability

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- (a) Users access the Application at their own risk and are responsible for compliance with the laws of their jurisdiction in addition to those contained herein.
- (b) Village Chief makes the Application available for Users to use, however we do not assume a duty of care to Users. Users are solely responsible for the code they have written.
- (c) Village Chief makes no representation and provides no warranty regarding the quality, accuracy, completeness, merchantability or fitness for purpose of the Application.
- (d) Users are solely responsible for ensuring that they use the Application for the purpose which it is acquired.

- (e) Whilst we use our best endeavours to ensure that the Application works according to the purpose for which you have subscribed, Village Chief does not warrant or represent that the Code being checked is 100% correct by using the Application.
- (f) Where any law implies a warranty into this TOS which may not lawfully be excluded, then to the maximum extent permitted by law, our liability for breach of the warranty will at our option be limited to the supply of the Applications again, or the payment of the cost of having them supplied again.
- (g) Where liability cannot be excluded, any liability incurred in relation to the use of the Website or the Data is limited as provided under the *Competition and Consumer Act 2010* (Cth).
- (h) Under no circumstances will Village Chief be liable for any incidental, special or consequential damages, including damages for loss of business or other profits arising in relation to use of the Application.

## **8. Miscellaneous provisions**

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### **8.1 Changes to these terms and conditions**

We may change the TOS at our discretion by providing notice on our Website and by sending an email to the email which you registered your license with. The version of the TOS that applies to Users will be available in the product download. Continued use of our Application amounts to acceptance of any amended Terms and Conditions.

### **8.2 Entire agreement**

This TOS and any warranties implied by law which are not capable of being excluded or modified amount to the entire agreement between the User and Village Chief. Any contact with Village Chief's Officers, Agents or Authorised Representatives that includes any statements representations, warranties (if any) whether expressed or implied, including any collateral agreement or warranty, with reference to the subject matter or the intentions of either of the parties are merged and otherwise are excluded and cancelled by those contained in this Terms of Application.

### **8.3 Indemnity**

By using the Application, each party agrees to indemnify the other party against any claim or proceeding that is made, threatened or commenced, and any liability, loss, damage or expense (including reasonable legal costs on a full indemnity basis) that the other party may incur or suffer as a direct or indirect result of:

- (a) a negligent act or omission of the other party;
- (b) an actual breach by you of any law, legislation, regulation, by-law or code of conduct caused by Data uploaded or downloaded using the Application;
- (c) any claims brought by or on behalf of any third party relating to any act or omission by the other party, including breach of a third parties copyright or trade mark and/or breach of data protection regulation.

#### **8.4 Jurisdiction**

User Accounts irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Queensland Australia. A dispute between the parties to this agreement will be heard by a Court in this Jurisdiction.

#### **8.5 Severance**

If any part of this agreement is found to be void, unlawful or unenforceable then that part will be deemed to be severable from the balance of the agreement and the severed part will not affect the validity and enforceability of the remaining terms and conditions.

#### **8.6 Waiver**

If we do not act in relation to a particular breach by a User of these Terms and Conditions, this will not be treated as a waiver of Village Chief's right to act with respect to subsequent or similar breaches.

#### **8.7 Customer reference**

TOS includes the possibility that Village Chief will name drop or publish the customer logo on our customer site unless specifically requested not to. Village Chief may make a separate enquiry for customer success story, testimonials and quotable references.