

TERMS & CONDITIONS

Last Updated: December 12, 2014

1. SCOPE & APPLICATION

1.1 These conditions apply to all purchases of products (including, without limitation, hardware and/or software) ("products") or services ("services") which are sold through this website ("Site") by: (a) Us, National Benefit Builders, Inc., on Behalf of Strikeforce Technologies, Inc. (references to "us", "we" or "our" being construed accordingly) to (b) You, the purchaser (references to "you" or "your" being construed accordingly).

1.2 By placing an order on this site you agree to abide by these conditions. If you are a 'consumer' (purchasing outside the scope of your business), then these conditions do not affect your statutory rights where these cannot be limited or excluded by applicable law.

2. OFFER, ACKNOWLEDGMENT AND ACCEPTANCE

2.1 Any prices, quotations and descriptions made or referred to on this Site are subject to availability, do not constitute an offer and may be withdrawn or revised at any time prior to our express acceptance of your order (as described below).

2.2 While we make every effort to ensure that items appearing on the Site are available, we cannot guarantee that all items are in stock or immediately available when you submit your order. We may reject your order (without liability) if we are unable to process or fulfill it. If this is the case, we will refund any prior payment that you have made for that item.

2.3 An order submitted by you constitutes an offer by you to us to purchase Products or Services on these Conditions and is subject to our subsequent acceptance.

2.4 Our acceptance of your order takes effect and the contract concluded at the point where such offer is expressly accepted by us dispatching your order/commencing Services and accepting your credit card or other payment ("Acceptance").

3. YOUR REPRESENTATIONS

3.1 You represent that information provided by you when placing your order is up-to-date, materially accurate and is sufficient for us to fulfill your order. You also represent that you have legal capacity to enter into a contract.

3.2 Unless agreed otherwise or required by applicable law, any warranties provided in relation to Products or Services only extend to you on the understanding that you are a user and not a reseller of those Products or Services.

4. Prices payable for Products or Services are those in effect at the time of order received, unless otherwise expressly agreed. Prices may be indicated on the Site or an order acknowledgement but the authoritative price in the event of any discrepancy, is the price that is notified to you on our Acceptance.

4.2 Prices (unless stated otherwise) are in the currency quoted on the Site.

4.3 Payment shall be made prior to delivery and by such methods as are indicated on the Site (and not by any other means unless we have given our prior agreement).

4.7 We will charge credit or debit cards on dispatch of the Product or commencement of Services.

4.7.1 We reserve the right to verify credit or debit card payments prior to Acceptance. You agree that in the event your payment is declined we have the right to 'Deactivate' your software license and use until you have paid for the yearly subscription in full, and shall remain Deactivated until this point.

5. SOFTWARE

5.1 Where any Product supplied is or includes software ("Software"), this Software is licensed by us or by the relevant licensor/owner subject to the relevant end-user license agreement or other license terms included with Software ("License Terms") and/or the Product. In addition:

5.1.1 Such Software may not be copied, adapted, translated, made available, distributed, varied, modified, disassembled, decompiled, reverse engineered or combined with any other software, save to the extent that (i) this is permitted in the License Terms, or (ii) applicable law expressly mandates such a right which cannot legally be excluded by contract.

5.1.2 Save to the extent provided for in any applicable License Terms, your rights of return and/or to a refund under these Conditions do not apply in the event that you open the Software shrink-wrap and/or break the license seal, install the license key and/or use the Software.

5.1.3 Except to the extent expressly provided by us in writing or under relevant License Terms, Software is provided 'as is' without any warranties, terms or conditions as to quality, fitness for purpose, performance or correspondence with description and we do not offer any warranties or guarantees in relation to Software installation, configuration or error/defect correction. You are advised to refer to any License Terms with regards to determining your rights against a manufacturer, licensor or supplier of the Software.

5.2 If you have technical questions about the product, please contact the publisher directly. Please note that depending on the publisher's location, technical support may be provided in English only.

6. LIABILITY LIMITATION

6.1 SUBJECT TO ANY EXPRESS PROVISIONS TO THE CONTRARY SET OUT IN THESE CONDITIONS, ALL TERMS, CONDITIONS, WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE) ARE HEREBY EXCLUDED. WE SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY WHETHER RESULTING FROM DEFECTIVE MATERIAL, FAULTY WORKMANSHIP, OR OTHERWISE HOWSOEVER ARISING AND WHETHER OR NOT CAUSED BY OUR (OR OUR EMPLOYEES' OR AGENTS' NEGLIGENCE) EXCEPT TO THE EXTENT THAT APPLICABLE LAW PROHIBITS EXCLUSIONS OR LIMITATIONS OF LIABILITY FOR INTENTIONAL TORTS OR GROSS NEGLIGENCE OR OTHER 'WRONGS'.

6.2 NOTHING IN THESE CONDITIONS SHALL OR BE CONSTRUED AS LIMITING OR EXCLUDING OUR LIABILITY OR A MANUFACTURER'S, LICENSOR'S OR SUPPLIER'S LIABILITY TO YOU, WHERE UNDER MANDATORY LAWS APPLICABLE IN YOUR TERRITORY, SUCH LIABILITY CANNOT BE EXCLUDED OR LIMITED BY CONTRACT.

6.3 THESE CONDITIONS DO NOT AFFECT YOUR STATUTORY RIGHTS UNDER APPLICABLE CONSUMER LAWS. YOU MAY ASSERT SUCH RIGHTS AT YOUR DISCRETION.

7 WARRANTY

7.1 All Product specifications, illustrations, drawings, particulars, dimensions, performance data and other information on the Site or made available by us are intended to represent no more than a general illustration of the Products and do

not constitute a warranty or representation by us that the Products will conform with the same. You must refer to the manufacturer's specifications or warranty documentation to determine your rights and remedies in this regard.

8 PERSONAL INFORMATION AND YOUR PRIVACY

8.1 We will observe applicable data protection laws and will not use information that does or can be used to personally identify you ("Personal Data") other than as set out in our Privacy Statement ("Privacy Statement"). By submitting your Personal Data in relation to your order, you consent to such Personal Data being processed to fulfill your order and in accordance with such Privacy Statement.

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