

## HACKTROPHY BUG BOUNTY PROJECTS

### CUSTOMER TERMS AND CONDITIONS

Welcome to the Hacktrophy Bug Bounty Program (hereinafter only as the “**Program**”). This Program encourages and rewards contributions (submission of qualified vulnerabilities as described in the Projects rules and the Ethical hacker terms and conditions) by ethical hackers (hereinafter only as the “**Ethical hacker**”) who help make internet more secure. Through this Program Hacktrophy provides monetary rewards and possibly public recognition for security vulnerabilities responsibly disclosed by Ethical hackers under the following terms and conditions.

If you are new to our Program, please review these Customer terms and conditions and Projects rules in order to find out how to access the Program and use the services provided by Hacktrophy in connection with the Program.

#### **Program description**

Provided that the Customer has agreed to these terms and conditions, Hacktrophy will allow to the Customer to access the Program and to connect with Ethical hackers. The Customer using the Program may create Projects in which the Customer offers bounties/rewards for reporting qualifying vulnerabilities by Ethical hackers in accordance with the Ethical hacker Terms and Conditions (hereinafter only as the “**Project**”). Ethical hackers can browse Customer's Projects and submit vulnerability reports for Project through the Program.

Hacktrophy offers two types of the Program:

**Basic Program** – after the Project is published, following process of an Ethical hacker's report runs without control of the moderator as described further in these terms and conditions.

**Premium Program** – whole process of an Ethical hacker's report is controlled by the moderator set by Hacktrophy as described further in these terms and conditions.

#### **How to access the Program**

Customer can sign up to the Program by filling out requested data in the sign up form. Customer will receive an e-mail message confirming the sign up. Subsequently, to complete the registration, the Customer will be asked to confirm the registration e-mail address entered in his sign up form.

Prior to creating a Project, the Customer shall choose, if the Project will be published in Basic Program or in Premium program. In case the Premium Program is chosen, the



Customer will receive from Hacktrophy the invoice for the Premium Program including the discount voucher (first 14 days of using the Premium Program is for free).

The Customer will create the template of the Project using the “Calculator of vulnerabilities and rewards” with vulnerabilities description and reward amounts for Ethical hackers offered within this Project. The Customer can also set a maximum limit on the total amount of rewards offered in the particular Project. If this maximum limit has been reached, the Project remains published, however Ethical hackers will not be able to submit their vulnerability reports until the maximum limit on the total amounts of rewards offered in this Project is increased.

Moderator set by Hacktrophy will review every new Project created by the Customer and then he will publish it. In case the Premium Program is chosen, the moderator can solve the Customer's requests and comments, set right the Project template and reward amount prior to publishing the Project.

It is highly recommended to fill out all information in the Customer's profile when accessing the Program including invoice data necessary for the rewards and provisions invoicing.

All Projects created by Customers are published for all signed up Ethical hackers so that they could look for vulnerabilities and submit their reports.

## **Reports processing**

### **Basic Program**

All reports are send directly to the Customer, who shall decide on it. At the same time the Customer will receive an e-mail notification from Hacktrophy that there is new report in the Project.

The Customer is obliged to decide on each report within 7 days from its submission by the Ethical hacker. In case the Customer does not respond to the report within this 7 days period, he will receive another e-mail notification from Hacktrophy on the submitted report. If there is still no respond from the Customer, the moderator will be notified on the problem.

### ***Customer's decision on reports***

1. The Customer accepts the report without reservations:
  - amount of the reward for the Ethical hacker is set automatically according to the conditions stated in the published Project and category of vulnerability selected by the Ethical hacker;

- the Customer will receive an e-mail notification on the invoice issued by HacktrophY to be send with reward amount for the Ethical hacker and provision amount for HacktrophY;
  - the Customer will receive the closure report after the reported vulnerability is fixed by the Customer.
2. The Customer accepts the report but does not accept the category of vulnerability (and the resulting reward amount) selected by the Ethical hacker:
    - the Customer will send a complaint to the moderator, who is entitled to set the right category of vulnerability (and reward amount) definitely;
    - the Customer will receive an e-mail notification on the invoice issued by HacktrophY to be send with reward amount for the Ethical hacker and provision amount for HacktrophY;
    - the Customer will receive the closure report after the reported vulnerability is fixed by the Customer.
  3. The Customer rejects the report and the Ethical hacker accepts the rejection:
    - the Customer will receive the closure report.
  4. The Customer rejects the report and the Ethical hacker does not accept the rejection:
    - the Ethical hacker will send a complaint to the moderator, who either refuses the complaint or accepts it and sets the right category of vulnerability (and reward amount) definitely,
    - in case the complaint of the Ethical hacker was accepted, the Customer will receive an e-mail notification on the invoice issued by HacktrophY to be send with reward amount for the Ethical hacker and provision amount for HacktrophY;
    - the Customer will receive the closure report after the complaint of the Ethical hacker was refused by the moderator respectively the reported vulnerability is fixed by the Customer.
  5. The Customer rejects the report, but uses the report for the repair of the reported vulnerability underhand (cheating):
    - in case the Ethical hacker accepts the rejection, the Customer will receive the closure report;
    - the Ethical hacker will send a complaint to the moderator, who sets the right category of vulnerability (and reward amount) definitely,
    - in case the Ethical hacker complained and it was proved that the Customer has acted fraudulently, the Customer will receive an e-mail notification on the invoice issued by HacktrophY to be send with reward amount for the Ethical hacker and provision amount for HacktrophY;
    - in case the Ethical hacker complained and it was proved that the Customer has acted fraudulently, the Customer will be excluded from the Program immediately (every Project published by the Customer will be cancelled) for the serious breach of this terms and conditions.

**Remark:** In case the Ethical hacker will report a vulnerability of a different kind, i. e. a vulnerability which is not specifically stated in the published Project with a reward amount for such vulnerability, the Customer in cooperation with the moderator shall decide on it definitely. In such case above mentioned procedures shall apply accordingly.

The Customer is entirely responsible for fixing of the reported vulnerability and discusses the fix process with the Ethical hacker.

Upon Ethical hacker's request the Customer can decide on disclosure and publishing of the completion report. The Customer is entitled to refuse the disclosure of the completion report without any reason. However, the Customer pledges to respect if the Ethical hacker wishes not to be disclosed.

### **Premium Program**

The HacktrophY moderator will review every report and evaluate its eligibility and relevance.

The moderator will decide on each report within 5 days from its submission by the Ethical hacker.

### ***Moderator's decision on reports***

1. The Moderator accepts the report without reservations:
  - reward amount for the Ethical hacker is set according to the conditions stated in the published Project and category of vulnerability selected by the Ethical hacker, and confirmed by the moderator who must approve the category of vulnerability (and reward amount) definitely;
  - the Customer will receive an e-mail notification on the invoice issued by HacktrophY to be sent with reward amount for the Ethical hacker and provision amount for HacktrophY;
  - the Customer will receive the closure report after the reported vulnerability is fixed by the Customer.
2. The Moderator rejects the report, because:
  - the report has been evaluated as a false positive report;
  - the report is out of the scope of the Project, in such case the moderator is entitled to set a special reward for the Ethical hacker in case it was previously agreed with the Customer;
  - in case there was set a special reward for the Ethical hacker, the Customer will receive an e-mail notification on the invoice issued by HacktrophY to be sent with reward amount for the Ethical hacker and provision amount for HacktrophY;

- the Customer will receive the closure report after the report was rejected by the moderator respectively after the reported vulnerability is fixed by the Customer.

**Remark:** In case the Ethical hacker will report a vulnerability of a different kind, i. e. a vulnerability which is not specifically stated in the published Project with a reward amount for such vulnerability, the Customer in cooperation with the moderator shall decide on it definitely. In such case above mentioned procedures shall apply accordingly.

The Customer is entirely responsible for fixing of the reported vulnerability and discusses the process of vulnerability fixing with the Ethical hacker and the moderator.

Upon Ethical hacker's request the Customer can decide on disclosure and publishing of the completion report. The Customer is entitled to refuse the disclosure of the completion report without any reason. However, the Customer pledges to respect if the Ethical hacker wishes not to be disclosed.

### **Ethical hacker's reward**

1. The amount of the Ethical hacker's reward for valid vulnerability report is set by the Customer in each published Project of the Customer.
2. Only the report submitted in accordance with these terms and conditions by the signed up Ethical hacker within the conditions of the published Project will be considered as the valid vulnerability report. Any exceptions must be expressly and individually decided by the Customer in cooperation with the moderator as described in these terms and conditions.
3. When creating a Project, the Customer will get a proposal with amount of rewards for the Ethical hacker after answering questions set in the "Calculator of vulnerabilities and rewards". Proposed amount of rewards resulting from the "Calculator of vulnerabilities and rewards" are only a recommendation for the Customer and the Customer is entitled to set a reward amount at his own discretion. However, once a Project is published, rewards therein shall be binding.
4. In Premium Program the Customer can request the moderator for cooperation when setting the proper vulnerability categories and reward amounts for the Project.

### **Payment terms and invoicing**

1. The Customer is obliged to pay to HacktrophY for using the Program as follows:
  - a. **Basic Program:**  
Using of the Basic Program is free. The Customer is obliged to pay to HacktrophY the reward for valid vulnerability report submitted by the Ethical hacker in the amount set in the published Project and according to these terms and conditions.
  - b. **Premium Program:**  
The Customer is obliged to pay to HacktrophY the price for using the Premium Program in amount of EUR 200 per 1 (one) month (first 14 days of using Premium

Program is free). The Customer is obliged to pay to Hacktrophy the reward for valid vulnerability report submitted by the Ethical hacker in the amount set in the published Project and according to these terms and conditions.

2. Hacktrophy is entitled to a provision for the Program operation and provision of related services according to these terms and conditions. The provision of Hacktrophy is the amount of 20 % from the reward for valid vulnerability report set by the Customer in the published Project in both Basic Program and Premium Program (hereinafter only the "Provision").
3. The obligation of the Customer to pay the reward for the vulnerability report and the Provision and the corresponding claim of Hacktrophy to be paid this reward and Provision arises once the vulnerability report was accepted by the Customer (Basic Program) resp. approved by the moderator (Premium Program). The obligation of the Customer to pay the price for using the Premium Program and the corresponding claim of Hacktrophy to be paid this price arises once the Project in the Premium Program was published by the Customer.
4. The Customer will receive an invoice issued by Hacktrophy with the amount of the reward for valid vulnerability report and the amount of the Provision within 7 days after the report was accepted by the Customer, resp. approved by the moderator.
5. The Customer will receive an invoice issued by Hacktrophy with the amount of the price for using the Premium Program no later than the seventh day of the month following the month of using the Premium Program.
6. The maturity period of issued invoices is 7 days.
7. If the Customer does not pay the due invoice issued by Hacktrophy according to the above conditions duly and timely, the Customer will receive an e-mail notification and call by the moderator with the request for payment within the additional period of 5 days. If the Customer does not pay the invoice within the additional period of 5 days, the Customer will be temporary excluded from the Program (every Project published by the Customer will be stopped) for the breach of this terms and conditions.
8. The Customer will receive the summary invoice from Hacktrophy at the end of each month.
9. In case of delay with the payments of due obligations according to these terms and conditions, the Customer pledges to pay to Hacktrophy a contracting fine for delay in the amount of 0,5 % of the due amount for each calendar day of delay.

### **Termination of the Program participation**

1. The Customer is entitled to terminate the Program participation at any time with no reason by removing the published Project.
2. Hacktrophy may change or cancel the Program at any time, for any reason.
3. Hacktrophy is entitled to temporary exclude the Customer from the Program (i. e. to stop every published Project of the Customer) in case:
  - the Customer did not pay his due obligations according to these terms and conditions even in the additional period provided by the moderator,

- the Customer has breached other terms and conditions, any legal valid acts in the Slovak republic or good manners.
- 4. The temporary exclusion from the Program according to the section 3. above will last until Hacktrophy will decide that the Customer is able to fulfill his obligations according to these terms duly and timely and thus can create and publish a Project in the Program.
- 5. Hacktrophy is entitled to exclude the Customer from the Program definitely in case:
  - the Customer did not pay the his payable obligations according to these terms and condition repeatedly (at least two times),
  - the Customer acted fraudulently when he refused the vulnerability report, but used the report for the repair of the reported vulnerability underhand (cheating),
  - the Customer has breached other terms and conditions, any legal valid acts in the Slovak republic or good manners seriously.
- 6. Termination of the Customer's participation in the Program shall not affect rights and obligation incurred to the date of the termination.

#### **Other terms and conditions**

1. The parties to this agreement are the Customer and Hacktrophy. Prior to take participation in the Program the Customer must agree to these terms and conditions.
2. All decisions made by Hacktrophy within this Program are final and binding.
3. The Ethical hacker's claim for the reward and Hacktrophy's claim for the provision which have arisen according to these terms and conditions shall not be affected by the fact that the given vulnerability was already identified by other person within other bug bounty program in which the Customer has registered the application/web service which is the object of the Project published in the Program.
4. The Customer acknowledges that he is entirely responsible for fixing of the reported vulnerability and he will carry out or secure all operations necessary for fixing of this vulnerability in his own interest as soon as possible. Hacktrophy is not responsible for any damage incurred due to Customer's delay with vulnerability fixing. Hacktrophy is not responsible for any damage incurred due to any kind of violation of any vulnerability which was detected in the Customer's/web service which is object of the published Project.
5. Customer's participation in the Program must not violate any law, or disrupt, compromise or abuse any data or data access of other persons. When carrying out any of the activities connected with the Program, the Customer must abide the law. There may be additional restrictions depending upon applicable local laws.
6. It is understood and agreed that money damages would not be a sufficient remedy for any breach of these terms and conditions by the Customer or its representative(s)



and that Hacktrophy shall be entitled to specific performance as a remedy for any such breach, including injunctive relief. Such remedy shall not be deemed exclusive to cover damages for any such breach but shall be in addition to all other remedies available at law or equity to Hacktrophy.

7. In relation to the legal nature of any potential results of creative intellectual activity generated by Hacktrophy on the basis of the Program operation or in relation with it (hereinafter only the "Author's work"), which are subject to the copyright protection, the Customer is fully aware of the following regulation and legal nature of the Author's work: In the creation of the Author's work are involved cooperators and business partners of Hacktrophy led by Hacktrophy. Author's work is considered to be the collective work. The person who initiated the creation and directed and provided the process of the creation of the Author's work, is Hacktrophy. Moral rights of individuals involved in the creation of the Author's work shall not be prejudiced. The economic right to the Author's work and all its parts shall be performed by Hacktrophy in its own name and on its own account.
8. In relation to the legal nature of any potential inventions, which are subject to patent, utility models, design, trademarks or other subjects of the industrial property, protected according to the respective legal regulations, created by Hacktrophy on the basis of the Program operation (hereinafter only the "Industrial property"), the Customer is fully aware that Hacktrophy owns and performs all and any rights to the Industrial property and all its parts.
9. The Customer consents, that Hacktrophy is entitled to publish the business name and logo of the Customer in the list of references on its website and other information channels for the purpose of the information on the business activities of Hacktrophy related with the Program. The Customer also consents, that Hacktrophy is entitled to use an anonymized data acquired by the operation of the Program (incl. bugs, marketing data etc.) for propagation, statistical and educational purposes.
10. The Customer and Hacktrophy pledge to maintain confidentiality in respect of business and technical information provided by one party to the other party and not to use such information for other purposes than fulfilment the purpose of the Program. In addition, the parties are obliged to maintain confidentiality, before third persons, all facts learnt in connection with the Program.
11. For purposes of these terms and conditions, confidential information means any data or information that is proprietary to the party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:
  - any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating



to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies;

- plans for products or services, and customer or supplier lists;
- any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
- any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and
- any other information that should reasonably be recognized as confidential information of the party. Confidential information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated confidential information. The party acknowledges that the confidential information is proprietary to the other party and that this party regards all of its confidential information as trade secrets (hereinafter only as the “**Confidential information**”).

12. It is understood, that the Confidential information is safely delivered, only if it is delivered in the following form:

- any information uploaded by the Customer to the HacktrophY web page via https (using a certificate);
- any information delivered to the representative of the receiving party in writing in a sealed envelope and marked as „Confidential“;
- e-mail communication encrypted with the protocol S/MIME or PGP by the key (certificate) of the representative of the receiving party, which he opens especially for this purpose;
- files encrypted with the programme PGP or GPG, using the standard of OpenPGP. Encryption password will be delivered by the disclosing party in a way described above.
- It is expressly excluded to deliver the Confidential Information via SMS or unencrypted e-mail or its uploading to web sites and services of the third parties (e.g. Dropbox) in unencrypted form.

13. The parties are aware of the fact, that the Confidential information is subject to the protection within these terms and conditions only if it was delivered pursuant to this Article.

14. This Program is hosted in the Slovak republic and submissions are collected on computers in the Slovak republic. This Program will be governed by the laws of the Slovak republic (incl. directly applicable acts of European Union), and the Customer consents to the exclusive jurisdiction and venue of the courts of the Slovak republic for any disputes that arise out of this Program.

HacktrophY thanks you for your participation.