

# 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.

We are aware of the existence of different Customer requirements regarding the content and cost of services offered by Hacktrophy and therefore the Customer may choose one of the following types of Program:

**Package „S“**, with this content:

<b>Package price including rewards for Ethical hackers</b>	<b>1.299,00 EUR</b>
<b>Duration</b>	1 year, or until the financial content of the package intended for the payment of rewards for Ethical hackers has been spent
<b>Basic scan of vulnerabilities</b>	No
<b>Hacktrophy assistance with the Project and rewards for Ethical hackers setup</b>	Yes
<b>Moderator</b>	Yes
<b>Promotion of the Project with the community of Ethical hackers registered with Hacktrophy</b>	E-mail at least 3x
<b>Possibility to set rewards in foreign currencies or in cryptocurrencies</b>	Yes
<b>Detailed vulnerability reports</b>	Yes
<b>Manual verification of reported vulnerabilities by assigned moderator</b>	Yes
<b>Monthly reports on the testing progress</b>	No
<b>Discount for purchase of another Hacktrophy package after spending of the first package</b>	3 %

**Package „M“, with this content:**

<b>Package price including rewards for Ethical hackers</b>	<b>1.699,00 EUR</b>
<b>Duration</b>	1 year, or until the financial content of the package intended for the payment of rewards for Ethical hackers has been spent
<b>Basic scan of vulnerabilities</b>	Yes, without manual verification of reported vulnerabilities
<b>Hacktrophy assistance with the Project and rewards for Ethical hackers setup</b>	Yes
<b>Moderator</b>	Yes
<b>Promotion of the Project with the community of Ethical hackers registered with Hacktrophy</b>	E-mail at least 3x Promotion on social networks Personal, addressed of at least 10 Ethical hackers to the Customer's Project
<b>Possibility to set rewards in foreign currencies or in cryptocurrencies</b>	Yes
<b>Detailed vulnerability reports</b>	Yes
<b>Manual verification of reported vulnerabilities by assigned moderator</b>	Yes
<b>Monthly reports on the testing progress</b>	Yes
<b>Discount for purchase of another Hacktrophy package after spending of the first package</b>	4 %

**Package „L“, with this content:**

<b>Package price including rewards for Ethical hackers</b>	<b>4.299,00 EUR</b>
<b>Duration</b>	1 year, or until the financial content of the package intended for the payment of rewards for Ethical hackers has been spent
<b>Basic scan of vulnerabilities</b>	Yes, with manual verification of reported vulnerabilities
<b>Hacktrophy assistance with the Project and rewards for Ethical hackers setup</b>	Yes
<b>Moderator</b>	Yes
<b>Propagation of the Project with the community of Ethical hackers registered with Hacktrophy</b>	E-mail at least 3x Promotion on social networks Personal, addressed of at least 15 Ethical hackers to the Customer's Project
<b>Possibility to set rewards in foreign currencies or in cryptocurrencies</b>	Yes
<b>Detailed vulnerability reports</b>	Yes
<b>Manual verification of reported vulnerabilities by assigned moderator</b>	Yes
<b>Monthly reports on the testing progress</b>	Yes
<b>Discount for purchase of another Hacktrophy package after spending of the first package</b>	6 %

**Package „Made-to measure“ or „Your choice“ (Premium)**

<b>Package price including rewards for Ethical hackers</b>	According to the agreement of Hacktrophy and the Customer
<b>Establishment fee</b>	150,00 EUR
<b>Duration</b>	According to the agreement of Hacktrophy and the Customer, or until the financial content of the package intended for the payment of rewards for Ethical hackers has been spent. The agreed budget is on a monthly basis..
<b>Basic scan of vulnerabilities</b>	According to the agreement of Hacktrophy and the Customer – not a standard part of the package.
<b>Hacktrophy assistance with the Project and rewards for Ethical hackers setup</b>	According to the agreement of Hacktrophy and the Customer
<b>Moderator</b>	According to the agreement of Hacktrophy and the Customer (Price for the moderator services is 200,00 EUR per month)
<b>Propagation of the Project with the community of Ethical hackers registered with Hacktrophy</b>	E-mail at least 3x Other according to the agreement of Hacktrophy and the Customer
<b>Possibility to set rewards in foreign currencies or in cryptocurrencies</b>	According to the agreement of Hacktrophy and the Customer
<b>Detailed vulnerability reports</b>	Yes
<b>Manual verification of reported vulnerabilities by assigned moderator</b>	In case the Customer has purchased moderator services
<b>Monthly reports on the testing progress</b>	No
<b>Discount for purchase of another Hacktrophy package after spending of the first package</b>	No

**Note:** The Customer can register / sign up for the Program free of charge and create a test Project without providing it to the Hacktrophy for publication.

**Other conditions for the provision of services within packages „S“, „M“, „L“ and „Made-to-measure“ (resp. „Your choice“):**

The moderator is a person designated by Hacktrophy who performs the following activities in particular:

- cooperation with the Customer in designing the Project, especially with regard to its focus and objectives,
- helping to identify categories of qualified vulnerabilities and reward amounts for Ethical Hackers,
- communication with Ethical hackers,
- evaluating vulnerability reports,

- deciding whether or not it is a qualified vulnerability, for which an Ethical hacker is entitled to a reward under the terms of the Program,
- deciding of disputes between Customers and Ethical hackers regarding the vulnerability category or amount of reward for Ethical Hacker,
- deciding on granting a right to reward vulnerability (i. e. whether the vulnerability qualifies for reward and the amount of possible reward) that is not defined in the Project, in cooperation with the Customer,
- addressing requests for repair of reported vulnerabilities to Customers,
- assistance and cooperation with the Customer by repairing vulnerabilities.

All packages including moderator services are specially labeled "Premium" in the user area on the Hacktrophy.com web site.

The amount of rewards for Ethical Hackers for vulnerability reports within a particular Customer Project is decided by the Customer on the basis of the Hacktrophy's proposed amount of rewards in such a way that Customer effectively utilizes Hacktrophy's services in accordance with the purpose of his participation in the Program. The Customer is entitled to change the amount of rewards for Ethical hackers offered within a particular Project at any time during the Project duration at its own discretion.

Automatic vulnerability scan, which is part of some service packages, is an activity designed to detect apparent, trivial vulnerabilities before the Customer's Project is published. The Customer's Project will only be published after vulnerabilities detected this way are removed. If the Customer does not correct any of the valid vulnerabilities detected this way, he is aware, that he should mention them in his Program so that Ethical Hackers would not look for these already detected vulnerabilities (and therefore had no claim for reward). In case that the Customer does not do so, he is required to pay to Ethical Hackers a reward also for these vulnerabilities if they find them.

The price of each of the services packages offered by Hacktrophy paid by the Customer will be used for rewards payment to Ethical Hacker for their vulnerability reports and it includes and will also be used to cover Hacktrophy's costs for operating the Program and providing related services, including the services of the moderator.

By purchasing one of the service packages offered by Hacktrophy, the Customer is entitled to use the Program in the scope defined in the respective package for a period of up to 1 year. However, the Customer's right to use the Program within the scope defined in the respective service package shall expire if the financial content of the respective service package intended for the payment of rewards for Ethical hackers has been spent, even before the expiration of 1 year from the purchase of the respective package.

If the financial content of the "S", "M", or "L" package intended for the payment of rewards for Ethical hackers has been spent, the Project continues to be published throughout the month in which the financial content of the package has been spent, and Ethical hackers may continue to submit vulnerability reports, but these are displayed incomplete to the Customer, to a limited extent. In such case, the Customer has the right to choose one of these options:

1. Purchase of new/another service package with discount,
2. Termination of the Project,
3. Purchase of individual vulnerability reports based on a moderator's notification that it is a qualified vulnerability report. In such case, the Customer is obliged to pay to Hacktrophy the price of such a vulnerability report, which consist of the sum of the Ethical hacker reward and of the provision for Hacktrophy in the amount of 20% of the Ethical hacker reward.

4. In specific cases purchase of the package „Made-to-measure“, resp. „Your choice“, which allows an individual agreement on the conditions of safety testing and its financing..

The aforementioned decision must be made by the Customer no later than at the end of the month in which the financial content of the service package intended for the payment of rewards for Ethical hackers has been spent. Otherwise, after this month, Hacktrophy will discontinue the provision of services for all published Customer's Projects until the agreement on the form of further cooperation, resp. termination of cooperation is reached.

The Customer acknowledges that part of the financial content of the service package that was not spent, i. e. used to pay Ethical Hacker's rewards for the period of one year from the purchase of the respective service package, will not be refunded to the Customer.

### **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. The Customer also have the option to activate two-factor authorization in his user area.

Prior to creating a Project, the Customer shall indicate which of the offered service packages of services he has selected. In case that the Customer chooses one of the offered service packages, the Customer will, in cooperation with the moderator, create a project template with vulnerabilities description and reward amounts for Ethical hackers offered within this Project.

It is highly recommended to fill out all information in the Customer's profile when accessing the Program including invoice data necessary for invoicing of service packages prices.

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**

The Hacktrophy moderator will review every report and valuate 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 reward for vulnerability report payment for the Ethical hacker realized by Hacktrophy;
  - The Customer has an overview of the entire vulnerability fixing process in each of his published Projects online, through his user area and is authorized to participate actively in the phases of repair and communication with Ethical Hackers, including changing of the status of the individual reports.
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 reward for vulnerability report payment for the Ethical hacker realized by Hacktrophy;
- The Customer has an overview of the entire vulnerability fixing process in each of his published Projects online, through his user area and is authorized to participate actively in the phases of repair and communication with Ethical Hackers, including changing of the status of the individual reports.

#### **Remarks:**

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.

If a moderator's services are not provided to the Customer under the "Made-to-measure" package, all vulnerability reports are sent directly to the Customer, who is required to decide on each report within 7 days of its submission by the Ethical hacker. The category of the vulnerability reported by the Ethical hacker and the reward amount for the Ethical hacker are evaluated by the Customer and can then be confirmed by Hacktrophy, who will definitely decide to accept or reject the report. The previous provisions relating to decisions on reports 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 assigned 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, except when the Project permits vulnerability reports that are not specifically stated in the published Project ("Other") when the reward for the report of such vulnerability is determined by the moderator.
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.

#### **Payment terms and invoicing**

1. The Customer is obliged to pay to Hacktrophy the price of the chosen service package upon the invoice issued by Hacktrophy and delivered to the Customer. Hacktrophy will issue the invoice and deliver it to the Customer upon the order of the service package realized by the Customer and confirmed by Hacktrophy. The maturity period of the invoice is 7 days.
2. In case the Customer will choose the „Made-to\_measure“ or „Your choice“ package, Hacktrophy will issue and deliver to the Customer the invoice upon which the Customer is obliged to pay to Hacktrophy the price of moderator's services for the respective month,

or in advance for a longer period of time by mutual agreement and the establishment fee. Hacktrophy is also entitled to a provision for providing other services within the „Made-to\_measure“ or „Your choice“ package. The provision of Hacktrophy is the amount of 20 % from the reward for valid vulnerability report set by the Customer in the published Project (hereinafter only the “Provision”). 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 and approved by Hacktrophy. When using the „Made-to\_measure“ or „Your choice“ package the Customer will receive the 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 and approved by Hacktrophy. The maturity period of the invoice is 7 days.

3. 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 authorized representative of Hacktrophy 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.
4. 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 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. The Customer acknowledges that the disclosure of vulnerabilities in his Projects is largely dependent on the status of his applications intended for testing, program settings, and the activity and effectiveness of Ethical hackers that Hacktrophy cannot affect in any way. By

purchasing one of the service packages offered by Hacktrophy, the Customer does not have a legal right for detection of a certain number of vulnerabilities.

3. All decisions made by Hacktrophy within this Program are final and binding.
4. The Ethical hacker's claim for the reward and Hacktrophy's claim for the payment of the price of service packages and 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 or of other form of security testing (e. g. internal testing or penetration testing).
5. If the participants concerned agree and under the terms and conditions set forth in the generally binding legal regulations valid in the Slovak Republic, the price of the service package, the reward for the vulnerability report for the Ethical Hacker and the Provision may also be paid in one of the cryptocurrencies.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.

11. 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.
12. 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.
13. 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**”).
14. 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.
15. 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.

16. 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.