

Corporate Terms and Conditions

Reimagine CyberBay Limited, a limited liability company duly incorporated under the laws of Hong Kong (“Cyberbay”) offers an online, web-based, platform-as-a-service to help the Researchers (as defined in Clause 1.8) provide vulnerability testing services for Corporates (as defined below) through a proprietary vulnerability testing and reporting platform established by Cyberbay with a URL <https://www.cyberbay.tech> (“Cyberbay Platform”).

These Corporate Terms and Conditions (the “Contract”) sets forth the terms under which Cyberbay shall provide registered corporate users (the “Corporate”) with certain platform services set out in this Contract. The vulnerability testing services will be provided by Researchers directly to Corporates through Cyberbay Platform.

Before you sign up to Cyberbay Platform, please read this Contract carefully, and make sure you fully understand and agree to abide by this Contract. Your registration, log-in, visiting and use of the Cyberbay Platform will be considered as an acceptance of all the terms of this Contract.

1 Definition

Capitalized terms will have the meaning set forth in this Clause 1 or as otherwise defined in this Contract.

- 1.1 “Cyberbay Property” means any property of any kind, tangible or intangible, which is acquired, created, developed, or licensed by Cyberbay prior to or outside the scope of this Contract and any improvement or modification thereof and all intellectual property rights therein, including without limitation the Cyberbay Platform and Platform Services.
- 1.2 “Cyberbay Security Program” or “Program” means a bug bounty program launched by Cyberbay in accordance with this Contract, the Researcher Terms and Conditions, as well as the Platform Rules.
- 1.3 “Effective Date” has the meaning given in the Clause 2.1.3 of this Contract.
- 1.4 “Escrow Account” has the meaning given in the Clause 6.1 of this Contract.
- 1.5 “Intellectual Property Rights” means all intellectual property rights, including but not limited to copyright, software rights, database rights, patent rights, rights to inventions, trademark rights, distinctive marks, design rights, semiconductor topography rights, trade secrets and know-how.
- 1.6 “Personal Data” means any data relating directly or indirectly to a living individual, from which it is practicable for the identity of the individual to be directly or indirectly ascertained, and in a form in which access to or processing of the data is practicable.
- 1.7 “Program Materials” or “Bounty Mission” means the description of the vulnerability testing services that the Corporate is seeking from Researchers, which is prepared and posted by the Corporate on the Cyberbay Platform in accordance with Clause 4.1 below.
- 1.8 “Platform Rules” means any rules, protocols, notices or FAQ as published by Cyberbay on Cyberbay Platform, to which Corporate users shall agree and comply with during the use of the Cyberbay Platform, excluding this Contract and the Researcher Terms and Conditions. Unless otherwise specified, the Platform Rules are considered an integral part of this Contract.

- 1.9 “Platform Services” means the services to be performed by Cyberbay in the capacity of the provider and operator of Cyberbay Platform to both Corporate and Researcher under this Contract.
- 1.10 “Researcher” or “Bounty Hunter” means a natural person who participates in a Cyberbay Security Program. The Researcher performs Tests on a Target System through a VPN Zone provided by Cyberbay and within the framework of a Cyberbay Security Program. This person is a computer security researcher, who may individually act in a non-professional or professional capacity, but in any event the researcher should not act in the capacity of a representative of any corporate or other organization.
- 1.11 “Researcher Terms and Conditions” means the terms and conditions available at <https://community.cyberbay.tech/terms/bounty-hunter> as updated and modified by Cyberbay from time to time, which the Researchers who participate in each Cyberbay Security Program shall comply with.
- 1.12 “Re-testing Period” has the meaning given in the Clause 4.7.
- 1.13 “Rewards” means the financial payment to be awarded by the Corporate to the Researchers who have participated in a Program and submitted the Testing Results which is purchased by the Corporate.
- 1.14 “Scope of Testing” has the meaning given in Clause 5.2.
- 1.15 “Testing Services” means the vulnerability testing services performed by Researchers within the scope of the Bounty Mission requested and authorized by the Corporate.
- 1.16 “Target Systems” are the applications and systems that are the subject of the Testing Services as designated by the Corporate in the relevant Bounty Mission.
- 1.17 “Test” or “Testing” means the tests that the Corporate wishes the Researchers to run in accordance with Researcher Terms and Conditions, Platform Rules and the requirements specified in a Bounty Mission. These Tests include any action to reach or penetrate a Target Systems, to analyse the level of security in place and to look for vulnerabilities therein.
- 1.18 “Testing Results” means information about vulnerabilities discovered on the Target Systems during a Test, which is submitted on Cyberbay Program for the Corporate's consideration as part of the Testing Services.
- 1.19 “VPN Zone” means a secure and proprietary VPN environment which is set up by Cyberbay for the Researchers to run the Test.

2 Account Registration and Contract Effectiveness

- 2.1 Before using any Platform Services and Testing Services, the Corporate shall go through a registration process as specified in the Platform Rules. The registration process generally involves three steps:
- 2.1.1 The Corporate's representative to fill in the registration form available on 2.1.1 Cyberbay Platform at <https://community.cyberbay.tech/signup/corporate>;
- 2.1.2 Cyberbay to check and verify the information submitted by the Corporate to further decide whether the registration by the Corporate is permitted under applicable rules and regulations;

2.1.3 Upon the completion of verification by the Cyberbay on the registration, Cyberbay will send notice to the Corporate through the Cyberbay Platform, informing the Corporate that the registration is completed and the Contract becomes effective between Cyberbay and the Corporate ("Effective Date"). Corporate acknowledges that unless and until the verification is completed by Cyberbay, the Corporate will not enjoy any Platform Services provided by Cyberbay or Testing Services provided by Researchers, and this Contract shall not become effective on the Corporate and/or Cyberbay.

2.2 The Corporate guarantees that the information its representative provides to Cyberbay Platform is accurate, sincere, complete and up-to-date. Corporate further undertakes to update the information as soon as necessary. If this information proves to be false, erroneous, incomplete or obsolete, Cyberbay reserves the right to refuse registration, cease the provision of Platform Services and/or deactivate the Corporate's account in accordance with the provisions of Clause 13 hereof. The Corporate is solely responsible for the consequences of providing false information or not updating its information, and shall indemnify Cyberbay for any losses or liabilities arising out of the Corporate's misrepresentation.

2.3 The Corporate undertakes not to transfer, donate or assign the registered account to any third party unless such transfer, donate or assign is approved by the Cyberbay Platform.

3 Platform Services Provided by Cyberbay

3.1 As a platform to facilitate Cyberbay Security Program, the Cyberbay Platform helps connect the Corporate with the Researcher, enable the information exchange between the Corporate and the Researcher, maintain a secure VPN Zone for the Researcher to run the Test, and facilitate the payment from Corporate to Researcher. For the avoidance of doubt, Cyberbay will not participate in any part of the Testing Services, and shall not be held liable for any Testing Services or Testing Results.

3.2 The Cyberbay Platform will strive to ensure the security of information submitted by the Corporate by using HTTPS/TLS to secure the communications on the Cyberbay Platform website. However, the Corporate shall admit that no communication on the internet is absolutely secure, therefore the Cyberbay Platform will not guarantee the absolute security of these communication data. The Corporate is responsible for taking any reasonable action to secure its own account.

3.3 Except in cases of force majeure in accordance with Clause 12 of this Contract, Cyberbay shall, as part of a duty of best endeavours, ensure the availability and accessibility of the Cyberbay Platform and Platform Services. Nevertheless, maintenance operations can be carried out at any time. Cyberbay endeavours to make sure, as much as possible, the duration of such operation shall not last more than twenty-four (24) hours upon the beginning of the actual operation.

4 Testing Services Provided by Researchers

4.1 To initiate a request for Testing Service, the Corporate shall prepare and post a Bounty Mission on the Cyberbay Platform. The Bounty Mission usually include (i) the Scope of the Testing; (ii) any conditions, requirements and restrictions imposed on the Researcher or the Program, and (iii) the Rewards that the Corporate will pay to Researchers whose Testing Results is chosen. More guidance on how to prepare a Bounty Mission can be found at the FAQ <https://www.cyberbay.tech/faq> and <https://community.cyberbay.tech/faq>.

4.2 Once a Bounty Mission is posted,

4.2.1 the Corporate shall be bound by the terms and conditions included therein. Any Researcher who chooses to be enrolled in that particular Program shall be considered as duly permitted to conduct Testing Services, and is entitled to the payment of Rewards if his/her Testing Results is accepted by the Corporate.

4.2.2 all the registered Researchers can view the general information about such Program. If a Researcher is interested in any Bounty Mission, he/she can enroll to the Program and then Cyberbay will provide full details of the Bounty Mission to such Researcher.

4.3 The enrolled Researcher shall perform the Tests specified in the Bounty Mission in a designated VPN Zone provided by Cyberbay and send Testing Results to the Cyberbay Platform after the completion of the Test.

4.4 Cyberbay Platform will perform a preliminary check as to whether the Testing Results are compliant with the rules and protocols set out in the Platform Rules. For the avoidance of doubt, the preliminary check will not involve any review or verification of the content of the Testing Results.

4.5 For the Testing Results which passes preliminary check, Cyberbay Platform will display an abstract to the Corporate. If there are multiple Testing Results submitted for the same Bounty Mission, Cyberbay Platform will only display the first one measured by time of submission.

4.6 After reviewing the abstract of Testing Results, the Corporate may choose to purchase such Testing Results by paying Reward to the Researcher in accordance with Clause 6 below, so as to obtain a full version of the result.

4.7 Within 6 months after purchasing a Testing Results ("Re-testing Period"), the Corporate may request for up to 5 times of "re-testing" by the same Researcher, so as to verify whether the Corporate has effectively repaired the vulnerabilities identified in the relevant Testing Results.

5 Obligations of the Corporate

5.1 The Corporate represents and warrants that it is an organization duly incorporated under applicable laws. It shall appoint a duly authorized representative to provide and receive information on Cyberbay Platform on behalf of the Corporate. The Corporate shall be solely responsible for the security of its account credentials, and any operations and actions taken place in the Corporate's account shall be considered as duly instructed by the Corporate.

5.2 The Corporate shall set out necessary details in the Program Materials/Bounty Missions about the expected scope of Testing, including but not limited to specifics of Target Systems, applicable time for the Testing, preferred methods of testing and other requirements, (especially the part of the system the Corporate would not like to be tested, if any)etc. ("Scope of Testing"). Upon posting any Bounty Mission on the Cyberbay Platform, the Corporate expressly grants consent and authorization for the Researchers to perform the Testing, identify vulnerability of the Target Systems and submit Testing Results to the Corporate within the Scope of Testing.

- 5 5.3 The Corporate represents and warrants that the content specified in the Program Materials is accurate and complete, and it has legitimate authorization to submit the Program Materials and instruct the Researchers to perform Testing on Target Systems. The Corporate acknowledges that any error or misrepresentation contained in the Program Materials may cause serious security problem and financial loss, including but not limited to interruption of system operation, loss of data, security breach, etc. Cyberbay will not be responsible for any such liability or damages. The Corporate shall indemnify, hold harmless, and defend Cyberbay against any claim, liability or losses arising out of any error, misrepresentation or unauthorized instruction included in the Bounty Mission.
- 5.4 The Corporate acknowledges having been informed by Cyberbay of the importance of preparing the Tests. The Corporate shall take necessary steps to ensure the security and uninterrupted operation of the Target Systems during the process of the Testing, including but not limited to carrying out and maintaining the backup of its data, files, and supports against destruction, loss or alteration. Cyberbay shall not be held liable for any liability or losses in relation to the performance of the Testing Services.
- 5.5 Testing Results are the outputs of the Researchers. The Corporate shall respect the efforts made by the Researchers and show appreciation, including making payment of Rewards to Researchers in accordance with Clause 6 below.
- 5.6 The Corporate shall proactively respond to vulnerabilities identified by the Researchers through the Cyberbay Platform. Such response shall include timely notification of progress through the Cyberbay Platform and repair vulnerabilities. If a Corporate repeatedly ignores the vulnerability identified by Researcher and refuses to repair the vulnerability, Cyberbay Platform has the discretion to demerit this Corporate user, and in serious cases, deactivate the Corporate's Cyberbay account.
- 5.7 The Corporate shall inform Cyberbay without delay, by any means, of any error, fault or irregularity that it finds in the use of the Cyberbay Platform and/or Platform Services, as soon as it becomes aware of it.
- 5.8 The Corporate shall not attempt to alter the headers or manipulate the pages of the Cyberbay Platform in such a way as to disguise, hijack, or modify the Cyberbay Platform. It is also prohibited to create a work or site derived from all or part of this Cyberbay Platform, or to resell or redistribute Cyberbay data.
- 5.9 The Corporate specifically agrees that not to distribute any defamatory information of the Cyberbay Platform, affecting the development of and/or cooperation with the Cyberbay Platform.

6 Payment of Rewards

6.1 The Corporate shall pay the full amount of Rewards to Cyberbay's designated escrow account ("Escrow Account") before it can get the full version of Testing Results. Under the following scenarios, the Corporate automatically grants Cyberbay an instruction to pass the relevant amount to Researchers in two installments:

6.1.1 First Installment: The Cyberbay Platform will strive to ensure the security of information submitted by the Corporate by using HTTPS/TLS to secure the communications on the Cyberbay Platform website. However, the Corporate shall admit that no communication on the internet is absolutely secure, therefore the Cyberbay Platform will not guarantee the absolute security of these communication data. The Corporate is responsible for taking any reasonable action to secure its own account.

6.1.2 Second Installment: (i) When the Corporate successfully repair the vulnerability identified by the Researcher (as evidenced by a positive result shown in the re-testing process), it automatically instructs Cyberbay to pass the remaining 20% of the Rewards amount (after deducting certain processing fees) to the Researcher; OR
(ii) In case the 5 re-testing opportunities are used up or the 6 months Re-testing Period runs out (whichever comes first), the Corporate agrees that the instruction for passing the remaining 20% of the Rewards amount (subject to the deduction of processing fees) is automatically given to Cyberbay such that Cyberbay can pass the remaining 20% of the Rewards amount (after deducting the processing fee) to the Researcher.

6.2 The Corporate may elect to make payment on case-by-case basis, or make a deposit in Cyberbay's Escrow Account for future payment. Please refer to the FAQ <https://www.cyberbay.tech/faq> and <https://community.cyberbay.tech/faq> for detailed instructions on payment methods. 6.2 The Corporate may elect to make payment on case-by-case basis, or make a deposit in Cyberbay's Escrow Account for future payment. Please refer to the FAQ <https://www.cyberbay.tech/faq> and <https://community.cyberbay.tech/faq> for detailed instructions on payment methods.

6.3 If the Corporate constantly fails to honor the awards and make purchase, the Cyberbay Platform shall be entitled to deactivate Corporate's account.

6.4 The Reward payments are nonrefundable.

6.5 The Corporate is responsible for any duties, customs, fees, or taxes due on account of its use of the Platform Services provided by Cyberbay or the Testing Services provided by the Researchers, including any withholding taxes based on the classification of the services being rendered. If the Corporate is required by applicable law to withhold any amount from the Reward specified in the Order, then the Corporate will pay the Researchers such Reward as if no withholding were required and shall separately remit the withholding amount to the appropriate governmental authorities and provide evidence of such payment to Cyberbay.

6.6 All costs and authorizations necessary for the connection, access and use of the Cyberbay Platform and/or the relevant services are and remain at the charge of the Corporate.

7 Independent Relationship

7.1 The Corporate hereby acknowledges and confirms that it understands that Cyberbay only acts as a platform to connect the Corporate and the Researcher and does not control or supervise the Researchers, and the Researchers are not employees of Cyberbay. Nothing in this Contract is intended or should be construed to create a partnership, joint venture, or employer-employee relationship between the Researchers and Cyberbay or between the Corporate and Cyberbay or any of Cyberbay's employees, agents, or contractors. The Researchers are not agents of Cyberbay and are not authorized to act on behalf of Cyberbay.

8 Bug Bounty Program Management

8.1 By subscribing to any of the Cybershield plans, the company acknowledges and agrees that Cyberbay shall have the exclusive right to manage their bug bounty program, including but not limited to, the identification and assessment of security vulnerabilities reported by third-party security researchers.

8.2 Bounty Reward Fees: Upon subscribing to any of the Cybershield plans, the company consents to Cyberbay's authority to set, adjust, and determine the bounty reward fees for reported security vulnerabilities. Cyberbay reserves the right to establish the reward structure based on the severity and impact of the reported vulnerabilities, at its sole discretion.

8.2 Bounty Reward Fees: Upon subscribing to any of the Cybershield plans, the company consents to Cyberbay's authority to set, adjust, and determine the bounty reward fees for reported security vulnerabilities. Cyberbay reserves the right to establish the reward structure based on the severity and impact of the reported vulnerabilities, at its sole discretion.

8.3 Exclusivity of Management: The company understands and accepts that by enrolling in any of the Cybershield plans, Cyberbay shall be the sole entity responsible for the administration, coordination, and execution of the bug bounty program, including the allocation and disbursement of bounty rewards to participating security researchers. The company relinquishes its right to independently manage the bug bounty program while under the Cybershield subscription.

8.4 In the event that a security vulnerability of a Critical or High risk nature is detected, Cyberbay shall retain the prerogative to automatically deduct funds, as designated by the bounty fee, to purchase the bug report. This provision shall be applicable to both the Cybershield subscription plans and the Pay As You Go model.

9 Confidentiality

9.1 "Confidential Information" means any confidential or proprietary business or technical information about a party related to the Platform Services, Testing Services or a Cyberbay Security Program, including the Cyberbay Platform and the content of Testing Results. Confidential Information does not include any information that (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) is already in the possession of the receiving party at the time of disclosure by the disclosing party; or (iii) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality

9.2 Cyberbay understands that it may receive Confidential Information of the Corporate, the Corporate understands that it may receive Confidential Information of Cyberbay and/or Researcher. The receiving party agrees not to divulge to any third party any Confidential Information of another party and not to use any Confidential Information of another party for any purpose not contemplated by the Contract.

10 Indemnification

- 10.1 The Corporate will indemnify, defend, and hold harmless Cyberbay and its officers, directors and employees, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of a third party claim (i) that is in relation to the Program Materials infringement upon a patent, copyright, trademark, trade secret or any other intellectual properties of a third party, (ii) arising from the Corporate's use of the Cyberbay Platform or a Testing Result; and (iii) as specified in Clauses 2.2 and Clause 5.3.
- 10.2 Cyberbay will indemnify, defend, and hold harmless the Corporate and its officers, directors, and employees, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of a third party claim caused by the Cyberbay Platform's infringement upon a patent, copyright, trademark, trade secret or any other intellectual properties of a third party, provided that Cyberbay shall not be responsible for any such claim to the extent arising out of or relating to a Testing Result or the Corporate's Program Materials.
- 10.3 The indemnified party shall give prompt written notice of all claims for which indemnity is sought and shall cooperate in defending against such claims, at the expense of the indemnifying party. The indemnifying party shall conduct and have sole control of the defense and settlement of any claim for which it has agreed to provide indemnification; provided that the indemnified party shall have the right to provide for its separate defense at its own expense.

11 Limitation of Liability

- 11.1 The Corporate acknowledges that it knows and understands the Internet and its limitations and, in particular, its functional characteristics and technical performance, the risks of interruption, the response times for consulting, querying or transferring information or the risks inherent in any transfer of data. Cyberbay is not liable for the unavailability of networks that are not entirely under its direct control.
- 11.2 NO PARTY TO THIS CONTRACT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THE TERMS OR FROM THE USE OF OR INABILITY TO USE THE PLATFORM SERVICES OR TESTING SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

- 11.3** CYBERBAY CANNOT BE HELD LIABLE FOR ANY RESULTING CONSEQUENCES FOR THE CORPORATE. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE PLATFORM SERVICES ARE PROVIDED “AS IS” BY CYBERBAY WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, CYBERBAY EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE. CYBERBAY MAKES NO WARRANTY THAT THE PLATFORM SERVICES WILL MEET THE CORPORATE'S SPECIFIC REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS.
- 11.4** THE TESTING SERVICES ARE PROVIDED BY RESEARCHERS TO THE CORPORATE WITHOUT WARRANTY OF ANY KIND. CYBERBAY DOES NOT PLAY A ROLE IN THE PERFORMANCE OF TESTING SERVICES, AND SHALL NOT BE HELD LIABLE FOR ANY TESTING ACTIVITY OR TESTING RESULTS. WITHOUT LIMITING THE FOREGOING, CYBERBAY EXPLICITLY DISCLAIMS ANY WARRANTIES OF THE TESTING SERVICES AND TESTING RESULTS, INCLUDING WITHOUT LIMITATION WARRANTIES OF ACCURACY, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE. CYBERBAY MAKES NO WARRANTY THAT THE TESTING RESULTS WILL MEET THE CORPORATE'S SPECIFIC REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS.
- 11.5** IN THE EVENT ANY SECTION OF THIS CLAUSE 11 IS CONSIDERED UNENFORCEABLE ACCORDING TO APPLICABLE LOCAL LAWS, CYBERBAY'S LIABILITY FOR ANY LOSS OR DAMAGES ARISING OUT OF OR IN RELATION TO THE CYBERBAY PLATFORM OR THE PLATFORM SERVICES, WHETHER AS A RESULT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED USD 1,000.

12 Limitation of Liability

- 12.1 The Corporate acknowledges that it knows and understands the Internet and its limitations and, in particular, its functional characteristics and technical performance, the risks of interruption, the response times for consulting, querying or transferring information or the risks inherent in any transfer of data. Cyberbay is not liable for the unavailability of networks that are not entirely under its direct control.
- 12.2 NO PARTY TO THIS CONTRACT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THE TERMS OR FROM THE USE OF OR INABILITY TO USE THE PLATFORM SERVICES OR TESTING SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.
- 12.3 CYBERBAY CANNOT BE HELD LIABLE FOR ANY RESULTING CONSEQUENCES FOR THE CORPORATE. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE PLATFORM SERVICES ARE PROVIDED "AS IS" BY CYBERBAY WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, CYBERBAY EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE. CYBERBAY MAKES NO WARRANTY THAT THE PLATFORM SERVICES WILL MEET THE CORPORATE'S SPECIFIC REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS.
- 12.4 THE TESTING SERVICES ARE PROVIDED BY RESEARCHERS TO THE CORPORATE WITHOUT WARRANTY OF ANY KIND. CYBERBAY DOES NOT PLAY A ROLE IN THE PERFORMANCE OF TESTING SERVICES, AND SHALL NOT BE HELD LIABLE FOR ANY TESTING ACTIVITY OR TESTING RESULTS. WITHOUT LIMITING THE FOREGOING, CYBERBAY EXPLICITLY DISCLAIMS ANY WARRANTIES OF THE TESTING SERVICES AND TESTING RESULTS, INCLUDING WITHOUT LIMITATION WARRANTIES OF ACCURACY, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE. CYBERBAY MAKES NO WARRANTY THAT THE TESTING RESULTS WILL MEET THE CORPORATE'S SPECIFIC REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS.
- 12.5 IN THE EVENT ANY SECTION OF THIS CLAUSE 11 IS CONSIDERED UNENFORCEABLE ACCORDING TO APPLICABLE LOCAL LAWS, CYBERBAY'S LIABILITY FOR ANY LOSS OR DAMAGES ARISING OUT OF OR IN RELATION TO THE CYBERBAY PLATFORM OR THE PLATFORM SERVICES, WHETHER AS A RESULT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED USD 1,000.

13 Force Majeure

- 13.1 Force Majeure means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations hereunder. Inability to pay is not Force Majeure. In addition to the circumstances generally accepted by the applicable law, the following circumstances are expressly considered to be cases of force majeure or fortuitous events: total or partial strikes, lockouts, riots, civil unrest, insurrection, civil or foreign wars, nuclear risks, embargos, confiscation, capture or destruction by any public authority, bad weather, epidemics, blockages of means of transport or supply for any reason whatsoever, earthquakes, fires, storms, floods, water damage, governmental or legal restrictions, legal or regulatory changes in forms of marketing, blocking of electronic communications, including electronic communications networks and any challenge to the cryptographic means implemented by Cyberbay.
- 13.2 Cyberbay cannot be held liable for any delay in the execution of its obligations or for any non-performance of its obligations resulting from the Contract when the circumstances giving rise thereto are force majeure events.
- 13.3 Any case of force majeure affecting the performance of the obligations resulting from the Contract and in particular the access or use of the Platform Services or Testing Services by the Corporate shall suspend, from the date of its occurrence, the performance of the Contract.
- 13.4 It is expressly agreed between the Parties that the implementation of palliative means by Cyberbay during the occurrence of a case of force majeure shall not give rise to any liability or compensation on the part of Cyberbay.

14 Term and Termination

- 14.1 This Contract may be terminated by the Corporate solely if Cyberbay fails to cure a material breach of thereof within thirty (30) days after receiving written notice of the breach from the Corporate. Cyberbay may terminate the Corporate's access to the Cyberbay Platform in case of any use not in compliant with this Contract, at Cyberbay's sole discretion, at any time and without notice to the Corporate.
- 14.2 Cyberbay may terminate the Contract immediately upon written notice without any penalty to Cyberbay in the event that circumstances arise that would, in the sole discretion of Cyberbay, make continuation of all or any portion of the Contract conflict with any applicable law, rule, auditor's independence or other professional regulations, standards or guidelines to which Cyberbay or a third party conforms. Upon termination of this Contract, Corporate shall cease its activities under this Contract. .
- 14.3 Upon any termination, discontinuation, or cancellation of the Contract or the Order, the Cyberbay Platform or the Corporate's account, the provisions of the Contract which, by their nature, are intended to survive termination, shall survive.

15 Governing Law and Jurisdiction

- 15.1 The Personal Data that is communicated by the Corporate are necessary for the use of the Cyberbay Platform, the Platform Services and Testing Services. Cyberbay will only use such information for the sole purpose to provide the Platform Services to the Corporate through Cyberbay Platform.
- 15.2 Cyberbay will use and maintain the Personal Data in accordance with the Personal Data (Privacy) Ordinance (Cap. 486) of Hong Kong, for more information about the personal data protection, please visit <https://www.cyberbay.tech/privacy-policy> for further details.

16 Data Protection

- 16.1 The Personal Data that is communicated by the Corporate are necessary for the use of the Cyberbay Platform, the Platform Services and Testing Services. Cyberbay will only use such information for the sole purpose to provide the Platform Services to the Corporate through Cyberbay Platform.
- 16.2 Cyberbay will use and maintain the Personal Data in accordance with the Personal Data (Privacy) Ordinance (Cap. 486) of Hong Kong, for more information about the personal data protection, please visit <https://www.cyberbay.tech/privacy-policy> for further details.

17 Miscellaneous

- 17.1 The Contract constitute the entire and exclusive understanding and agreement between Cyberbay and the Corporate, and supersede and replace any and all prior oral or written understandings or agreements between Cyberbay and the Corporate regarding the Platform Services and/or Testing Services.
- 17.2 If any provision of the Contract is held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of the Contract shall remain enforceable, and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
- 17.3 The Contract is assignable by Cyberbay and will bind and inure to the benefit of the parties, their successors, and assigns. The Corporate may not assign the Contract without Cyberbay's prior written consent, not to be unreasonably withheld.
- 17.4 Any notices or other communications provided by Cyberbay under the Contract, including those regarding modifications to the Contract, will be given via email or by posting to the Cyberbay Platform. However, the Cyberbay Platform will not guarantee the receipt or timely receipt of such information by the Corporate, and shall not be responsible for such failure. Therefore, it is the Corporate's responsibility to make sure it has adopted any actions to keep the Corporate updated with any information sent by the Cyberbay Platform. If any losses and/or damages incurred due to the failure of the Corporate to comply with this Clause, the Cyberbay Platform shall not be responsible for any such losses and/or damages.

- 17.5 Cyberbay reserves the right to make changes to the Contract, the Cyberbay Platform and the Platform Services. The updated version of the Contract will be available on the Cyberbay Platform and will replace the previous versions of the Contract upon being published. In case of disagreement with the new provisions, the Corporate agrees to cease all use of the Cyberbay Platform and/or the Platform Services which will result in de facto termination of the Contract. The Company's continuous usage of Cyberbay Platform will be considered as your acceptable of the updated Contract.
- 17.6 A party's failure to enforce any right or provision of the Contract will not be considered a waiver of such right or provision. Any such waiver will be effective only if in writing and signed by a duly authorized representative of the party issuing such waiver.