

Terms and Conditions

HackenProof

PREPARED BY

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TERMS AND CONDITIONS HACKENPROOF

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Please read these Terms and Conditions ("**Terms**") carefully before using our website <https://hackenproof.com> ("**HackenProof**").

These Terms contain essential information about your legal rights and obligations. If you disagree with these Terms, please do not continue using HackenProof and delete your account ("**Account**").

HackenProof is operated by hProof OÜ, with registered number 16316410 ("**Hacken**" or "**we**").

Our Privacy Notice describes our collection and use of personal data connected to your access to and use of HackenProof.

If you have any questions or comments about these Terms, please contact us.

ENTIRE AGREEMENT

- In brief:**
- This is an agreement between hProof and our users.
 - By registering on HackenProof, you agree to comply with these Terms and applicable laws and regulations.
 - To use HackenProof, you have to obtain full legal capacity

These Terms and any operating rules and policies posted on HackenProof, including Privacy Notice, constitute the entire legally binding agreement and understanding between hProof and our users ("**you**" or "**user**"), governing your access to and use of HackenProof.

By registering and using HackenProof, you declare and warrant that:

- you have full legal capacity, which means you have reached 18 years or other relevant age and are not restricted otherwise;
- you have read, understand, and with this agree to be legally bound by these Terms in full;
- provide accurate, current, and complete personal information and update it as needed;
- authorize us to perform necessary checks (directly or through third parties), including identity verification know your customer, anti-fraud, and anti-money laundering procedures;
- according to your local jurisdiction, you are eligible to enter into the Agreement and have no
- restriction to using HackenProof;
- you are not a citizen or resident of the following countries:
 - Democratic People's Republic of Korea;
 - Iran;
 - Iraq;
 - Myanmar;
 - Cuba;
 - Syria;
 - russian federation;
 - Afghanistan;
 - American Samoa;
 - Anguilla Antigua and Barbuda;
 - Fiji;
 - Guam;
 - Palau;
 - Samoa;
 - Trinidad and Tobago;
 - US Virgin Islands;
 - Vanuatu.
- you comply with all applicable laws and regulations;
- if you act on behalf of a corporation, governmental organization or other legal entity, you have the right, power, and authority to enter into these Terms on behalf of such an entity and bind it to these Terms;
- you comply with these Terms and all applicable laws and regulations.

hProof retains the right to take any lawful actions it deems necessary in response to actual or suspected violations of these Terms, including, but not limited to, suspending or terminating your license and access to HackenProof.

HACKENPROOF SERVICE

- In brief:**
- HackenProof is a platform for cybersecurity services provision.
 - The Companies use HackenProof to get cybersecurity services.
 - The Hackers use HackenProof to provide cybersecurity services.

HackenProof is a platform for cybersecurity services provision.

You can use HackenProof either as a company ("**Company**"), looking for cybersecurity services or as a researcher ("**Hacker**"), helping Companies to detect the vulnerabilities of their products for the reward.

ACCOUNT

- In brief:**
- To start using HackenProof, you have to register your Account
 - You can register either as a Company or a Hacker
 - You can restore access to your Account through the indicated email.
 - We can terminate your Account at your request.

To start using HackenProof, you have to create an Account. You can register either as a Company or a Hacker.

Create the Hacker's Account to provide cybersecurity services through HackenProof and receive fair rewards. You are not obliged to use your real name during the registration.

To fulfil our legal obligations, including Anti-Money Laundering and Combating the Financing of Terrorism regulations, we may request your documents and ask you to pass other procedures before letting you participate in private bug bounty programs.

Create the Company's Account, contact us, and sign an agreement to enjoy the cybersecurity services by Hacken, provided with the involvement of the Hackers from HackenProof.

Pay attention to the fact that by registering the Company's Account on HackenProof, you declare and warrant that you are entitled to represent the Company.

If you lose access to the Account, you can restore it using the email, which you have indicated during the registration process.

To irreversibly terminate your Account, please contact us. We will delete your Account within a reasonable period

TERMS FOR THE COMPANIES

- In brief:**
- We can refuse to provide our services to a Company at our sole discretion.
 - The terms of the provision of the services to the Company shall be established in a separate agreement between the Company and Hacken.
 - Any separate agreement between the Company and hProof shall prevail over the Terms in case of any discrepancy.
 - Any violation of the Terms shall entitle hProof to unilaterally terminate any agreements between the Company and Hacken.

We can refuse to provide our services to a Company at our sole discretion.

hProof does not cooperate with the Companies, which:

- do not reveal to the public their teams;
- are involved or suspected by hProof to be involved in any illegal activity (including child pornography, financial fraud, financing of terrorism, money laundering, and corruption);
- are involved or suspected to be involved in promoting racism, bigotry, hatred, physical harm of any kind against any group or individual, animal cruelty;
- are included in the sanction lists of the USA, EU, Ukraine, World Bank, and others;
- are incorporated in the Russian Federation or have the majority of the shareholders which are the residents of the Russian Federation;
- have any shareholders, which are the residents of the Russian Federation and have not condemned Russian aggression against Ukraine;
- have supported or financed Russian aggression against Ukraine;
- are not allowed to work with due to the conflict of the interests.

The terms of the provision of the services to the Company shall be established by a separate written agreement between the Company and Hacken.

Any separate agreement between the Company and hProof shall prevail over the Terms in case of any discrepancy.

Any violation of the Terms shall entitle hProof to unilaterally terminate any agreements between the Company and Hacken.

TERMS FOR THE HACKERS

- In brief:**
- To take part in a bug bounty program, find one on HackenProof, detect an in-scope vulnerability, and submit a Vulnerability Report under the rules indicated in the “Program info”.
 - hProof will verify each report with the involvement of the Triage Team.
 - If the Triage Team approves the Vulnerability Report, the Triage Team shall determine the severity of the issue and the size of the reward according to the bug bounty program rules.
 - Once your Vulnerability Report has been approved, we will pay you a reward in a reasonable term.
 - The reward will be accrued to your Account in USDC . You can withdraw funds from your balance to your wallet in the amount of not less than 100 USDC.

Hackers can take part in the bug bounty programs for the Companies.

To take part in a bug bounty program, find one on HackenProof, detect an in-scope vulnerability, and submit a report (“**Vulnerability Report**”) under the rules indicated in the “Program info”. Any rules for the bug bounty program shall be part of the Terms, and you agree to them by submitting the Vulnerability Report.

hProof will verify each report with the involvement of its own triage team (“**Triage Team**”) or the Triage Team of the Company, which has requested the Vulnerability Report.

Triage Team decides on the approval of the Vulnerability Report at its own discretion and may refuse to approve the Vulnerability Report due to the following reasons:

- Vulnerability Report is not valid, or it’s not connected with the security of the software product;
- Vulnerability Report has no valid security issue;
- Vulnerability Report on the same issue has already been submitted;
- Vulnerabilities are not within the scope or are not connected with targets

If the Triage Team approves the Vulnerability Report, the Triage Team shall determine the severity of the issue and the size of the reward according to the bug bounty program rules.

Once your Vulnerability Report has been approved, we will pay you a reward in a reasonable term. hProof will do its best to comply with the time limits indicated in the “Program info” of the bug bounty program, but cannot guarantee it.

The reward will be accrued to your Account in USDC . You can withdraw funds from your balance to your wallet in the amount of not less than 100 USDC.

Payments are processed at different times of the day, and the expected retrieval time of your funds is no more than 48 business hours.

Inactivity and Unclaimed Funds

If your Account remains inactive for a continuous period of three (3) years from the date of your last session, we may initiate an account closure process. Before closing your Account, we will notify you in 30 days using the contact details associated with your Account and provide a reasonable period for you to reactivate the Account or withdraw your balance.

If you do not reactivate your Account or withdraw the remaining balance within the notice period, your Account will be permanently closed. Such closure is irreversible. After the closure takes effect, your Account and any associated balance will be permanently deleted, and neither the Account nor the balance can be restored.

Any unwithdrawn balance will be considered permanently forfeited and will no longer be available for withdrawal or recovery. This forfeiture applies only to the extent permitted by applicable law and solely because you did not withdraw the balance before the Account closure. The Company does not acquire ownership of such funds, except where such transfer is explicitly required by applicable law.

WITHDRAWAL FEE

In consideration of the operational, administrative, and transaction processing costs associated with facilitating withdrawals from the user's balance, hProof reserves the right to charge a withdrawal processing fee.

Accordingly, a two percent (2%) commission shall be applied to any withdrawal of funds from a user's Account balance, including withdrawals of rewards, personal funds deposited by the user, or any other amounts credited to the Account.

The withdrawal fee shall be automatically deducted from the amount requested for withdrawal at the time the transaction is processed.

By initiating a withdrawal request, the user expressly acknowledges and agrees to the application of the withdrawal commission specified in this section.

This withdrawal fee shall apply to all withdrawal requests submitted on or after 1 March 2026. Withdrawal requests submitted prior to this date shall not be subject to the withdrawal commission.

hProof reserves the right to modify the withdrawal fee from time to time, provided that any such changes shall not apply retroactively to withdrawal requests submitted prior to the effective date of such modification.

PROHIBITED ACTIONS FOR THE HACKERS

In brief: • The Hacker shall always make sure that the Hacker does not intervene with the effective functioning of the system and must mitigate any harm.

In connection with the cybersecurity services, the Hackers shall never:

- misuse or disclose a discovered vulnerability;
- exploit more than necessary to demonstrate that there is a vulnerability in the system;
- mention to third parties the Companies the Hacker takes part in the bug bounty programs for;
- publicate in social media, mass media, etc., non-public bug bounty program rules;
- publicly discuss the vulnerabilities found and the reward received for them;
- distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- install or distribute malware, viruses or any other technologies that may harm the interests or property of the Company or any third party;
- change or remove any data or parameters;
- make use of techniques such as (Distributed) Denial of Service attacks (DoS/DDoS), social engineering and/or techniques that are mentioned in the out of scope section of a particular project;
- use malicious techniques such as brute password guessing, theft of passwords, scanning of systems, phishing, etc.;
- obtain data and publish/communicate or misuse data that was acquired

In general, the Hacker shall always make sure that the Hacker does not intervene with the effective functioning of the system and must mitigate any harm.

The Hacker may never share or disclose information collected during your cybersecurity services provision process with any third parties.

The Hackers agree:

- not to make any false, misleading, defamatory or disparaging statements about Companies, hProof (their subsidiaries, directors, partners, employees, contractors, or agents), HackenProof or other Hackers whether written, spoken or through any other means;
- not to engage in any conduct that could harm the reputation, goodwill, or business interests of Companies, hProof (their subsidiaries, directors, partners, employees, contractors, or agents).

In case the Hackers do not follow these Terms or the bug bounty program rules, the Company has the right not to pay the reward.

INTELLECTUAL PROPERTY

- In brief:**
- hProof owns HackenProof and all the content on it.
 - hProof gives you the right to use it.
 - We give you certain rights to use HackenProof and its content for personal use according to the purpose of HackenProof.
 - But you are prohibited from copying and distributing content in violation of the rights of Hacken.

HackenProof is owned and controlled by Hacken

All materials of HackenProof, including text, graphics, information, images, drawings, trademarks, logos, video, sounds, music, software, and other materials (collectively, "Content"), as well as copyright and other intellectual property rights to such Content belong to hProof or is included in HackenProof with the consent of the owner.

Subject to your compliance with these Terms, hProof with this grants you a limited, temporary, personal, non-exclusive, non-sublicensable, revocable, non-transferable, worldwide license to access and use the Content on the device(s) that you lawfully own or control in the manner provided for in these Terms.

Under this license, you may not:

- sell, lease, rent, license, sublicense or otherwise distribute HackenProof software;
- write or develop any derivative software, make an attempt to derive the source code of, modify, or create derivative works of HackenProof software, and its updates;
- provide, disclose, divulge or make available to, or permit the use of HackenProof software by any third party without Hacken's prior written consent;
- avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by hProof or any of Hacken's providers or any other third party (including another user) to protect HackenProof.

You are not allowed to use the Content or any of its elements in any way not provided for in these Terms without the prior written permission of hProof or the owners of the Content.

Any attempt to do so is considered a violation of these Terms and the rights of Hacken. If you violate any of these restrictions, your use of HackenProof will be reviewed and terminated, and you may be subject to legal actions and damages.

If you download or copy the Content, no right, title, or interest in any downloaded or copied Content is transferred to you due to any such downloading or copying. You are not allowed to reproduce, publish, transmit, distribute, modify, create derivative works, or otherwise use the Content for commercial or illegal purposes without our prior written permission. You agree not to change or delete any ownership notices from materials downloaded or printed from HackenProof.

You are also advised that we are determined to enforce our intellectual property rights to the fullest extent of the law, including through civil remedies and criminal prosecution.

Your license to use HackenProof is automatically revoked if you violate these Terms. We reserve all rights not expressly granted in these Terms.

THIRD-PARTY WEBSITES AND SERVICES

In brief:

- Some HackenProof functions may depend on third-party services or the websites you visit, which we do not control; therefore, we cannot guarantee the uninterrupted operation of all HackenProof features.

Some HackenProof features are available in compatibility with third-party services. We cannot guarantee that any currently supported third-party services will remain compatible with HackenProof and that all features are constantly available and uninterrupted.

You can visit third-party websites, which we do not control, using HackenProof. We are not responsible for the content of such websites. We cannot guarantee that all the websites are compatible with HackenProof software, all features are constantly available and uninterrupted, or that you will have access to the website. hProof reserves the right to block any user's access to any content, website, or web page at our sole discretion.

You acknowledge that different terms of service and privacy policies may apply to your use of third-party websites, services, and content. hProof shall not be held responsible for any losses, damages, or other liabilities incurred due to your interaction with those third-party websites and services.

WARRANTIES AND DISCLAIMERS

In brief:

- We do not promise that HackenProof will function as provided in these Terms and disclaim all other warranties.
- However, HackenProof software may malfunction, in which case we will take every effort to resume its correct operation.

hProof warrants that HackenProof will perform substantially according to its documentation within the period of your license. hProof disclaims all other warranties regarding HackenProof, its features, and content, to the fullest extent permitted by law, including without restrictions, guarantees of merchantability, fitness for a particular purpose, and non-infringement of intellectual property rights of third parties or other rights.

hProof may provide updates to HackenProof from time to time that you have to install to continue using HackenProof. You agree that we may cease to be available to your data without any notice after an update or without such.

We do our best to keep your data safe and secure and maintain HackenProof's functionality. However, HackenProof may be subject to unavailability for various factors beyond our control, including emergencies, third-party service failures, hacker attacks, transmission, equipment or network problems or limitations, interference, signal strength, and may be interrupted, refused, limited, or curtailed.

We are not responsible for data loss or the inability to use passwords or other information for login or identification.

We are not making any promises of any kind, including HackenProof's and Content's accuracy, usefulness, reliability, and correct operation.

hProof does not guarantee that HackenProof will be uninterrupted or secure, that any defects will be corrected, or that HackenProof is free of viruses or anything harmful.

LIMITATION OF LIABILITY

- In brief:**
- You are responsible for your use of HackenProof in compliance with these Terms and any applicable laws and regulations.
 - Hacken's liability is limited under this section, so please read it carefully to understand what to expect

hProof is not responsible if any information, quotes, materials, or content available through HackenProof is inaccurate or incomplete.

You are solely responsible for the legality of your actions within HackenProof and your use under the laws and regulations applicable to you.

In no event shall Hacken, its subsidiaries, directors, partners, employees, contractors, or agents be liable for indirect, incidental, special, punitive, or consequential damages related to any use or inability to use HackenProof, including, without limitation, any damages, caused as a result of the use of the information provided through HackenProof, or by mistakes, omissions, interruptions, defects, viruses, even if hProof has been advised of the possibility of such damages.

The preceding limitations of liability do not apply to the extent prohibited by law.

If any part of the warranty disclaimers or limitations of liability is found to be invalid or unenforceable for any reason or if we are otherwise found to be liable to you in any manner, then our aggregate liability for all claims under such circumstances for liabilities shall not exceed the total amount of payments made by Hackento you within one year preceding the claim.

INDEMNIFICATION

In brief: · If you violate these Terms, misuse HackenProof, or violate any law or third party's rights, you agree to indemnify and defend Hacken.

You agree to defend, indemnify and hold harmless Hacken, our subsidiaries, directors, partners, employees, contractors, and agents from and against all claims, responsibility, damages, losses, and expenses, including reasonable legal and accounting expenses, arising from:

- any breach by you of any of these Terms;
- your use/misuse of HackenProof or resources subject to bug bounty programs;
- a violation by you of applicable law, third party's intellectual property or other rights, any agreement or terms with a third party to which you are subject.

We reserve the right to handle our legal defence; however, we see fit, including instances when you indemnify us. Therefore, you agree to cooperate with us, so we execute our strategy.

APPLICABLE LAW AND JURISDICTION

In brief: · The laws of Estonia govern these Terms.
· We hope to resolve all the issues by peaceful means.
· If a severe dispute arises between us, it must be resolved in the national courts of Estonia.

Except as otherwise outlined in these Terms or any policies, these Terms shall be exclusively governed by and construed under the laws of Estonia, excluding its rules on conflict of laws.

If any material on HackenProof, or your use of HackenProof, is contrary to the laws of the place where you are when you access it, HackenProof is not intended for you, and we ask you not to use it. You are responsible for informing yourself of the laws of your jurisdiction and complying with them.

Except where prohibited by applicable law, and without limitation to any statutory rights of consumers, you agree that any dispute, conflict, claim, or controversy directly or indirectly arising out of in connection with or relating to HackenProof or these Terms, including, without limitation, those relating to its validity, its construction or its enforceability shall be resolved through amicable negotiations directly with hProof team following the principles of good faith and cooperation.

Suppose the negotiations may not reach a consensus. In that case, the dispute shall be settled exclusively in the national courts of Estonia subject to its jurisdiction rules, with the applicable substantive law of Estonia.

ELECTRONIC COMMUNICATIONS

- In brief:**
- We use email to stay in touch with our users.
 - You can receive updates, recommendations, and information on HackenProof to the provided email.
 - You can unsubscribe from commercial emails at any time by following the instructions in such emails.

By using HackenProof and providing us with your contact information, you understand and agree that we may send you the electronic communications via email or push notifications regarding, without limitation:

- your use of HackenProof;
- updates of HackenProof and these Terms.

Note, however, that some email messages may be more “commercial” in nature than others, as they may advertise our services or offers in which we believe you may be interested. You may unsubscribe from receiving these emails from us by following the instructions provided in such communications.

You can read more about the practices of personal data processing in our Privacy Notice.

TERMINATION

- In brief:**
- To terminate the agreement with Hacken, you have to delete your Account and no longer use or access HackenProof.
 - We can terminate your access to HackenProof if you violate these Terms.

Termination by us

At any time, we reserve the right at our sole discretion with prior notice to modify, suspend or discontinue HackenProof, the Content, features or offers through HackenProof. You agree that we shall not be liable to you or any third party should any preceding occur concerning HackenProof.

hProof reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of these Terms, including, without limitation, the suspension or termination of your license and access to HackenProof.

hProof may cooperate with legal authorities and/or third parties to investigate any suspected or alleged crime or civil wrong.

Termination by you

You may terminate this agreement with hProof at any time by deleting and no longer accessing or using HackenProof.

If you terminate this agreement, all permissions and licenses granted to you in these Terms will immediately terminate, hProof will be entitled to terminate any separate agreement between hProof and you unilaterally, and you will lose access to your Hacker's balance.

Pay attention, that we will not make any payments after the deletion of the Account. We recommend you wait for the response to the Vulnerability Reports submitted by you and withdraw all the funds on your Hacker's Account prior to the deletion of the Account.

OTHER TERMS

We may transfer our rights and obligations under these Terms to a third party, but this will not affect your rights or our obligations.

At any time at our sole discretion, we reserve the right to modify these Terms. If material changes affect your use of HackenProof, we'll notify you before the changes' effective date by emailing you. If you continue to use HackenProof, you agree to the updated version of these Terms.

If any provision of these Terms is determined to be unlawful, void, or unenforceable, the remaining provisions of these Terms will continue to be fully valid and enforceable.

A printed version of these Terms shall be admissible in judicial or administrative proceedings based on or relating to the use of HackenProof to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

QUESTIONS AND CONTACT INFORMATION

If you have any questions or comments about these Terms or HackenProof, please contact us at:

Email: info@hackenproof.com

Address: Harju maakond, Tallinn, Kristiine linnaosa, Mustamäe tee 6b, 10616, Estonia