

This website and the Techdefence Labs® "Service" are owned and operated by Advanced Techdefence Private Limited ("Techdefence"), a private limited company registered in India under company number U72200GJ2009PTC058547 whose registered office address is 502,5<sup>th</sup> floor Swayam Complex, Vipul Dudhiya Lane, Navrangpura – Ahmedabad.

Your access to and use of this website and the Service are subject to the following terms. By using Techdefence Labs.com, you agree to be bound by the latest amended versions of this "Agreement" and the Techdefence Labs Privacy Policy (see "Modifications" below).

## **Acceptance of Terms**

You agree to be bound by this Agreement, whether you are a "Visitor" (meaning that you merely browse the Techdefence Labs.com website) or you are a "Member" (meaning that you have created a Techdefence Labs member account using one of our approved 3rd party identity providers). If you wish to become a Member and make use of the Service you must read this Agreement and indicate your acceptance during the registration process. If you accept this Agreement, you represent that you have the capacity to be bound by it or, if you are acting on behalf of a legal entity, that you have the authority to bind the entity under these terms.

## **Warranties and Liability**

TechdefenceLabs.com and the Techdefence Labs Service are provided on an "as is" and "as available" basis. Techdefence makes no representations or warranties of any kind, express or implied, regarding the operation of Techdefence Labs.com or the effectiveness of the Service.

You expressly agree that your access to and use of Techdefence Labs.com is at your own risk. We accept no responsibility for any harm to your web application or website infrastructure, loss of data, or other loss that that may result from your access to or use of this website or the Service.

In no event shall we have any liability to you in respect of lost profits or revenues or for any indirect, incidental or consequential damages, however caused.

Our liability with respect to any single incident or issue arising out of this agreement shall not exceed the amount paid by you in service fees during the 12 months preceding the incident.

Nothing in this agreement affects your statutory rights.

## **Intellectual Property**

Techdefence reserves all rights, title and interest in and to the design and content of this website and the architecture, operation and design of the Service, including all related Intellectual Property Rights.

Intellectual property includes all types of intellectual property, including but not limited to any invention, discovery, creation, know-how, trade secret, technology, scientific or technological development, research data, works of authorship and computer software regardless of whether subject to protection under patent, trademark, copyright or other laws.

## **Acceptable Use**

You agree to use the Service only in accordance with our published user guidelines and applicable laws and government regulations.

Specifically, you agree that you will not:

1. upload or otherwise transmit any computer files or programs designed to interrupt or limit the functionality of the Service or another network accessible from the Service;
2. interfere with or disrupt the Service or, through the use of the Service, disobey any requirements, procedures, policies or regulations of networks accessible from the Service;
3. take any action that in our opinion imposes an unreasonable or disproportionately large load on our infrastructure.

You further agree that you will not:

1. copy or imitate any feature or concept that forms part of the Service, or reverse engineer the Service, for any purpose including, but not limited to, the creation of a competitive product or service;
2. access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purpose;
3. create derivative works based on the Service, except with our prior written consent;
4. sell, re-sell, rent or lease the Service without our explicit written consent.

You agree that you will not initiate security scanning of any web domain (or part of a domain) unless you are the owner of that domain or you act on behalf of and with the explicit permission of the owner .

If the web domain to be scanned is hosted within an infrastructure owned by a 3rd party, you also agree to take all necessary steps to comply with any relevant conditions or limitations in the 3rd party's service agreement, including, where appropriate, obtaining their formal consent for their infrastructure to be subjected to penetration testing.

Prior to security scanning a new domain for the first time, in order to prove your authority to scan that domain, you will upload an identifying file (supplied by us) to its root directory. This identifying file must remain in situ for as long as you continue to use Techdefence Labs to security test that domain, enabling us to periodically re-confirm the verification status of the domain.

You will use all reasonable efforts to prevent unauthorized access to or use of your Techdefence Labs account, and will notify Techdefence promptly of any such unauthorized access or use .

## **Service Fees**

The Techdefence Labs Service is offered under a range of subscription and pay-as-you-go plans, as detailed on our quote. The published prices may change from time-to-time without prior notice.

Charges for subscription plans are based on quarterly or annual billing periods that begin on the subscription start date and recur at 3-monthly or 12-monthly intervals thereafter.

The primary distinction between Techdefence Labs subscription plans is the number of designated web domains that each plan supports. A single subscription allows a single concurrent scanning operation to be executed against any of its designated domains.

A single user account may include multiple subscriptions, based on identical or different subscription plans. This ability to combine subscriptions is designed to offer greater flexibility

(by allowing more web domains to be scanned) and greater capacity (by allowing multiple concurrent scanning sessions).

The upgrade of an existing subscription or the addition of new subscriptions to your account will be subject to a one-time charge that represents the pro-rated billing for the remainder of the current billing period. Your account will thereafter be charged at the full quarterly or annual rate that reflects its upgraded configuration.

You may cancel or downgrade an individual subscription (or all the subscriptions on your account) at any time, but this action will not take effect until your next billing cycle.

You may purchase pay-as-you-go scanning credits in blocks and add them to your account, even if your account already has one or more subscriptions in operation. A single credit allows you to execute a single scan task against any given domain (and is not subject to any domain restrictions implied by your account's subscriptions). You may launch multiple scanning operations in parallel, using pay-as-you-go credits, without any concurrency restrictions.

Pay-as-you-go credits are non-refundable and do not expire.

Techdefence Labs's task launch algorithm is designed to execute scan tasks in the manner that is most economical for you. This means that it will never consume pay-as-you-go credits on a scan task that could have been launched using an active subscription (unless you explicitly request concurrent execution that would not otherwise have been possible).

Fees are based on services purchased and not actual usage.

We will only provide you with a partial refund of the Service fees if we terminate your access to the Service without cause before the end of a billing period for which you have paid.

You are responsible for paying all taxes associated with your use of the Service. Unless otherwise stated, our published prices do not include taxes, including but not limited to value-added, sales, use or withholding taxes.

## **Billing and Payment**

Payment for service fees is administered via our appointed payment processor, Recurly.

You will provide valid and up-to-date credit card information and authorize us to charge the agreed subscription fee to that credit card on a recurring quarterly or annual basis for the duration of your active subscription. You will be provided with due data reminder for the same before 7 days.

If we are unable to process your transaction using the credit card information provided, we will provide you 7 days notice to update your payment card details before we suspend access to your account. Your account will be deleted if the subscription remains unpaid for a period of 30 days.

## **Standard of Service**

When you launch a scan task, it will be added to a job queue and executed at the earliest possible opportunity, subject to the availability of scanning resources.

In most cases, scanning will commence within a few minutes. In all cases, scanning will commence within the 24 hour period after it was launched. The duration of any scan task may vary from a few minutes to several hours or even days or weeks, depending on many factors beyond our control, including:

1. the size and complexity of the target website;
2. the performance of the infrastructure on which the website is hosted;
3. the bandwidth of the network routes to that server.

We will notify you, by email, of key events in the life-cycle of your scan tasks, including:

1. the launch of a new scan task;
2. the completion of a scan task;
3. scanning errors that cause a scan task to be aborted or require your intervention.

## **Support**

Technical and operational support for the Techdefence Labs Service is available to all users (including free trial users) and is delivered via our private support forum, hosted at Zendesk.

The support desk operates from 09:00 to 17:00 GMT. Support requests are processed in the order of their arrival.

## **Data Confidentiality**

We will never share your scan results with anyone outside our organization and only allow internal access by our own staff on a need-to-know basis.

You acknowledge that we may extract high-level statistics from the aggregate of our users' scan data. This serves to guide our product development and marketing activities and may also form the basis of educational content and promotional material that we publish. We will never publish or disclose identifying data from individual users, nor anything that might be used to compromise the privacy or security of an individual user or website.

## **Data Storage and Retention**

We will use our best efforts to ensure that the infrastructure used in scanning user websites and storing and delivering scan results is as secure and robust as possible.

We will follow generally accepted best-practice to protect your scan data, both during security scanning and once a completed scan has been archived.

Scan data created through the use of your Techdefence Labs account will be preserved for as long as you have an active subscription on that account.

Upon request by you, made within 30 days after the effective date of termination of the subscriptions on your account, we will make available for download your data in its native form, as generated and used by our applications. After such 30-day period has expired, we shall have no obligation to maintain or provide any of your data and shall thereafter, unless legally prohibited, delete all of your data from our systems.

## **Indemnity**

You acknowledge that it is your responsibility to ensure that your use of the Service is permitted under the laws of your jurisdiction.

You agree to indemnify and hold Techdefence and its subsidiaries, affiliates, officers, agents, partners, and employees harmless against any legal action resulting from or in any way connected with:

1. your access to or use of this website or the Service;
2. your violation of these Terms of Service;
3. your violation of any third party right.

## **Termination**

Techdefence's policy is to investigate any alleged violations of these Terms of Service and terminate member accounts without refund or recourse where these terms of Service have been breached.

You agree that Techdefence may, under certain circumstances and without prior notice, immediately suspend or terminate your Techdefence Labs account and revoke access to Techdefence Labs.com.

Cause for such termination shall include, but not be limited to:

1. breaches or violations of these Terms of Service or other incorporated agreements or guidelines;
2. requests by law enforcement or other government agencies;
3. a request by you (self-initiated account termination);
4. discontinuance or material modification to the Service (or any part thereof);
5. unexpected technical or security issues or problems;
6. illegal or reasonably-suspected fraudulent or illegal activity on your part;
7. any use of the Service deemed at Techdefence's sole discretion to be unethical or prohibited;
8. use of fraudulent payment methods;
9. non-payment of any fees owed by you in connection with the Service.

Further, you agree that all terminations for cause shall be made in Techdefence's sole discretion and that Techdefence shall not be liable to you or any third-party for any termination of your account, access to the Service, or any disruption to your services such a termination may cause. You expressly agree that in the case of a termination for cause you will not have any opportunity to cure the breach.

## **Modifications**

Techdefence may modify this Agreement from time to time. Any and all changes to this Agreement will be posted on Techdefence Labs.com. In addition, the Agreement will indicate the date at which it was last revised. You are deemed to accept and agree to be bound by any changes to the Agreement when you use the Service after those changes are posted.

## **Waiver**

The failure of Techdefence to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions, as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect.

## **Applicable Law**

You agree that the laws of the India will govern these Terms of Service and any dispute of any sort that might arise between you and Techdefence or its affiliates.

Techdefence Labs is a registered trademark of Techdefence Limited.