

# HackerOne Customer Terms and Conditions

**Effective Date: July 20, 2024**

*These Customer Terms and Conditions apply to all Order Forms entered into on or after July 20, 2024, and for all free or trial versions, Community Edition and/or Customers utilizing the HackerOne Services not pursuant to an Order Form as of such date.*

## **Welcome to HackerOne!**

Please read these **Customer Terms and Conditions** carefully because they govern each Customer's access to and use of the HackerOne Platform and Services.

### **1. Agreement to terms**

1.1) By using the Services, a Customer agrees to be bound by these **Customer Terms and Conditions** and the **General Terms and Conditions**, which are incorporated by reference. If you do not understand any terms in these Customer Terms and Conditions or the General Terms and Conditions, please contact us before using the Services.

1.2) You may not access or use any Services unless you agree to abide by all of these Customer Terms and Conditions and the General Terms and Conditions (collectively, the "**Terms**").

### **2. Definitions**

2.1) Certain capitalized terms used in these **Customer Terms and Conditions** are defined in the **General Terms and Conditions**.

### **3. Services**

3.1) **HackerOne Platform.** The Customer may access and use the HackerOne Platform solely for its and its Affiliates own business purposes to connect with Community Members and utilize the Services set forth in an Order Form or otherwise mutually agreed by HackerOne and the Customer. Among other things, the Customer may create Programs and offer Rewards to Community Members for their Community Member Submissions to such Programs. Community Members can access the HackerOne Platform to browse the Programs. If Community Members are interested in participating in such Programs, they can contact a Customer through the HackerOne Platform and can submit Community Member Submissions for the Programs under the terms described in Community Member Terms and Conditions and/or the Program Policy. HackerOne may change all or any part of the HackerOne Platform or HackerOne Site at any time, provided that such change is compliant with the terms of the Customer Terms and does not diminish the Services provided to Customers.

3.2) **HackerOne Services.** HackerOne will provide the Services set forth in a fully executed Order Form or otherwise mutually agreed in writing by HackerOne and the Customer.

3.3) **Restrictions.** The Customer shall not (and shall not permit any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Service (except to the extent Applicable Laws specifically prohibit such restriction); (ii) modify, translate, or create derivative works based on the Service; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service; (iv) use the Service for the benefit of a third party; (v) remove or otherwise alter any proprietary notices or labels from the Service or any portion thereof; (vi) use the Service to build an application or product that is competitive with any HackerOne product or services; (vii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; or (viii) bypass any measures HackerOne may use to prevent or restrict access to the Service (or other accounts, computer systems, or networks connected to the Service). The Customer is responsible for all of the Customer's activity in connection with the Service, including uploading Customer Data onto the Service. The Customer (a) shall use the Service in compliance with all applicable local, state, national

and foreign laws, treaties and regulations in connection with the Customer's use of the Service (including those related to data privacy, international communications, export laws, and the transmission of technical or personal data laws), (b) shall not use the Service in a manner that violates any third-party intellectual property, contractual, or other proprietary rights, (c) shall ensure that, in the event a Customer requests HackerOne or a Community Member to undertake research, vulnerability or other analysis, penetration testing or similar activities on or in relation to any third party software, service or infrastructure, that the Customer has all necessary rights and authorisations to undertake, and to authorise HackerOne and/or the relevant Community Member to undertake on its behalf, such activities.

3.4) **Third Party Services.** If set forth on a fully executed Order Form, the Services may include Third Party Services, which will be provided by the third party to the Customer. HackerOne is not responsible for the Third Party Services, and HackerOne makes no warranty or representation with respect to the Third Party Services. If purchased by a Customer, the Customer agrees to be bound by any terms and conditions presented to the Customer by the Third Party Services provider governing the use of the applicable Third Party Services, and unless otherwise agreed, the Customer will remit payment for the Third Party Services directly to HackerOne within thirty (30) days of invoice, and HackerOne will pay the Third Party Services provider.

3.5) **Use of the HackerOne Platform Services as a Community Member.** If a Customer or an employee of a Customer, wishes to access and use the Services as a Community Member with the consent of Customer, then the **Community Member Terms and Conditions** will govern the Customer's or the Customer's employee's use of the Services, as a Community Member. The **Community Member Terms and Conditions** are independent of, and in addition to, these Customer Terms and Conditions. In such case, the Customer or the Customer's employee, is solely responsible for performing the Community Member's obligations under the **Community Member Terms and Conditions**.

#### **4. Community Member Submissions, Community Members, and Output**

4.1) HackerOne does not endorse any Community Member. HackerOne is not responsible for any damage or harm resulting from a Customer's communications or interactions with Community Members or other customers, either through the Services or otherwise. Any reputation ranking or description of any Community Member as part of the Services is not intended by HackerOne as an endorsement of any type. Any selection or use of any Community Member is at the Customer's own risk.

4.2) Any use or reliance of Community Member Submissions that Customer receives is at Customer's own risk. HackerOne does not endorse, represent, or guarantee the completeness, truthfulness, accuracy, or reliability of any Community Member Submission. HackerOne will not be liable for any errors or omissions in any Community Member Submission, or any loss or damage of any kind, incurred as a result of the use of any Community Member Submission.

4.3) Community Members are not employees, contractors, or agents of HackerOne, but are independent third parties who want to participate in Programs and connect with Customers through the Services. Unless otherwise expressly agreed to in writing by HackerOne, the Customer agrees that any legal remedy that the Customer seeks to obtain for actions or omissions of a Community Member regarding the Customer's Program or Community Member Submissions will be limited to a claim against the applicable Community Member. Any contract or other interaction between a Customer and a Community Member, including with respect to any Customer Program Policy, will be between the Customer and the Community Member. HackerOne is not a party to such contracts and disclaims all liability arising from or related to such contracts.

4.4) **Community Member Reviews.** The Platform may collect and display reviews of Community Members by HackerOne customers. These reviews are provided as is and are not endorsements of any Community Member by HackerOne. To the extent the Customer relies on such reviews, the Customer does so at its sole discretion and risk.

4.5) Any description of any Service capable of producing Output is not intended as an endorsement, representation, or guarantee by HackerOne as to the completeness, truthfulness, accuracy, or reliability of Output, and HackerOne does not make any kind of endorsement, representation, or

guarantee in respect to the Output. HackerOne will not be liable for any errors or omissions in any Output, or any loss or damage of any kind, incurred as a result of the use of any Output. The foregoing applies notwithstanding clause 9. The Customer assumes all responsibility for any use or dependence on the Output.

## **5. Rewards and HackerOne Fees**

5.1) **Rewards.** If applicable to the Customer's Program and in accordance with the Program Policy, a Customer may award Rewards to those Community Members who participate in the Customer's Programs and/or submit Community Member Submissions that meet the Customer's requirements. Unless otherwise agreed in writing, Customer agrees that it must provide advance payment in full for any requisite Reward funds prior to the transfer of funds to a Community Member by HackerOne. HackerOne shall not be responsible for any delays in the transfer of the Reward where there has been a delay in (a) receipt of the requisite Reward funds from the Customer or (b) the Customer validating a Submission.

5.2) **Transfer of Funds Related to the Services.** If applicable to the Program and in accordance with the Program Policy, the Customer may award Rewards to those Community Members who participate in the Customer's Programs or submit Submissions that meet the Customer's requirements. As a part of the Services, subject to any regulatory or legal requirements, HackerOne will transfer payments through the engagement of third-party payment providers to the Community Members pursuant to the Program Policy and HackerOne company policy, subject to: (i) HackerOne's advance receipt of Reward funds in full from the Customer; (ii) completion by the Customer of any applicable KYC/AML requirements (ii) completion of tax documentation by the Community Member; and (iii) a successful screen of Community Member to ensure regulatory compliance including but not limited to against the U.S. Office of Foreign Assets Control (OFAC) sanctions list. HackerOne is not responsible for delays in payment outside of HackerOne's reasonable control or for processing or providing any Reward that is not a monetary payment unless otherwise set forth in an Order Form or otherwise agreed to in writing by HackerOne.

5.3) The Customer understands and agrees that Community Members have appointed HackerOne as their agent to accept monetary Rewards on their behalf. When the Customer transfers monetary Rewards to HackerOne for services provided by Community Members, the Customer acknowledges that the Customer is or will be the recipient of a service provided by Community Members and agrees that the Customer intends for the Customer's payment to HackerOne to be delivered to those Community Members to discharge the Customer's obligation, if any, to any such Reward for the Customer's benefit.

5.4) **HackerOne Fees.** The Customer agrees to pay HackerOne all fees for HackerOne's Services and, unless otherwise set forth in an Order Form, a Rewards fee equal to twenty percent (20%) of each monetary Reward awarded to a Community Member (collectively, "**HackerOne Fees**") within thirty (30) days of the date of HackerOne's invoice unless otherwise stated on Order Form. Except for any amounts disputed in good faith, all undisputed past due amounts will incur interest at a rate of 1.5% per month or the maximum rate permitted by law, whichever is less. Customers will reimburse HackerOne for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any undisputed overdue amounts. The HackerOne Fees and Reward payments to Community Members are non-refundable, except as otherwise specifically provided herein or in the applicable Order Form.

5.5) **Taxes.** The Customer is responsible for any duties, customs, fees, or taxes due on account of its use of the Services, including any withholding taxes based on the classification of the Services being rendered, excluding any taxes imposed by the United States on HackerOne's income. If a Customer is required by Applicable Law to withhold any amount from the HackerOne Fees specified in the Order Form, then the Customer will pay HackerOne such HackerOne Fees 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 HackerOne.

5.6) **Termination and Rewards.** In the event of termination, discontinuation, or cancellation of the Services or an Order Form, subject to applicable Program Policy and/or Disclosure Guidelines, Customer authorizes HackerOne to transfer outstanding Rewards to the relevant

Community Member(s). Where a Community Member Submission has not been validated by the Customer within thirty (30) days of a valid termination, HackerOne shall be authorized to transfer the Reward funds, based on normal industry validation practices.

## **6. Programs and Program Materials**

6.1) HackerOne makes available through the HackerOne Platform both managed Programs, under which HackerOne is responsible for the management and the administration of a Customer's Programs with input and approval from the Customer as mutually agreed throughout the Program, and Programs that are self-managed by Customers. If an Order Form does not specifically identify HackerOne as being responsible for the management and administration of a Customer's Programs, then the Customer is solely responsible for the management and administration of Customer's Programs through the Services. Where relevant to the Services, [HackerOne's Vulnerability Disclosure Guidelines](#), which describe the default disclosure policy governing vulnerability reporting through the Services, will be applicable to the Services except to the extent a Customer adopts its own Program Policy with respect to its Program. In the event of any conflict between a Customer's Program Policy and HackerOne's Vulnerability Disclosure Guidelines, the Customer's Program Policy shall prevail.

6.2) HackerOne reserves the right to reject a Program if, in its sole reasonable discretion, HackerOne reasonably objects to the Program and/or its Program Policy. HackerOne will notify the Customer of its intention to reject a Program, will identify its objections to the Program, and will work with the Customer to address those objections. In addition, where any Program is inactive or unattended by a Customer, HackerOne shall have the right to remove or disable access to the relevant Program Material and/or pause Community Member Submissions if the Customer has not responded to HackerOne's written notice (by email) requiring attention within ten (10) business days of such written notice.

6.3) While HackerOne may assist the Customer in preparing the Customer's Program Material, the Customer is solely responsible for the Customer's Program Material.

## **7. Intellectual property ownership and licenses**

7.1) HackerOne does not claim any ownership rights in any Program Material or Community Member Submissions, and nothing in these Customer Terms or otherwise will be deemed to restrict any rights that a Customer may have to use and exploit its Program Material and Community Member Submissions. HackerOne and its licensors exclusively own all right, title, and interest in and to the HackerOne Property.

7.2) By making any Customer Data available through the Services, the Customer hereby grants to HackerOne a non-exclusive, non-transferable, non-sublicensable, worldwide, royalty-free license to use, copy, reproduce, display, modify, adapt, transmit, and distribute copies of such Customer Data for the purpose of providing and (in a manner consistent with section 3 of the General Terms and Conditions) improving the Services. HackerOne has no obligation to maintain or provide any Customer Data after the Term.

7.3) HackerOne hereby grants to the Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, royalty-free license to access and view the content and other HackerOne Property (including Output) that HackerOne makes available on the Services solely in connection with the Customer's permitted use of the HackerOne Platform and Services.

7.4) HackerOne hereby grants to the Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, royalty-free license to access and view the Community Member Submissions that are made available through the HackerOne Platform and the Services solely in connection with the Customer's permitted use of the HackerOne Platform and Services.

7.5) Subject to HackerOne's ownership of any HackerOne Property contained therein, the Customer will own all right, title, and interest to each Customer Report. HackerOne hereby grants the Customer a non-exclusive, non-transferable, perpetual, worldwide license to access, use, and reproduce any HackerOne Property included in each Customer Report.

## **8. Confidentiality**

8.1) The General Terms and Conditions sets forth the Customer's and HackerOne's obligations to protect Confidential Information of the other party.

## **9. Warranty**

9.1) Except in relation to the generation of Outputs through Services employing artificial intelligence, machine learning and/or similar services or technologies, HackerOne represents and warrants that the HackerOne Platform and the Services provided to a Customer will be provided as described in an applicable Order Form or as otherwise mutually agreed by HackerOne and the Customer, by qualified personnel in a professional manner, and will comply in all material respects with the documentation and content made available by HackerOne with respect thereto. In order to state a claim for breach of the foregoing warranty, a Customer must provide notice of such non-compliance within the thirty (30) day period following such non-compliance specifying the details of such noncompliance. If a Customer timely provides HackerOne with the required notice, as the Customer's sole and exclusive remedy, HackerOne shall re-perform such portion of the Services or otherwise use commercially reasonable efforts to correct any such non-compliance, at its expense, within thirty (30) days of its receipt of such notice.

9.2) **Procurement Regulations of the U.S. Government.** The Service is a "commercial" offering, as that term is used in FAR Section 2.101 (defining "commercial items") and DFAR Section 227.704(a)(1) (defining "commercial computer software").

9.3) **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

9.4) HackerOne makes no warranty that the Services or Outputs will meet a Customer's specific requirements or be available on an uninterrupted, secure, or error-free basis.

9.5) **Trade Controls.** The Customer will not use the Service in violation of export control laws or regulations and/or economic sanctions laws or regulations that are imposed, administered, or enforced by the U.S, the UK, the EU, or any other relevant jurisdiction.

9.6) If at any time, HackerOne has a material reason to believe that the activity of the Customer and/or its Affiliates is restricted under the laws and regulations outlined at 9.5, HackerOne reserves the right to terminate access to the HackerOne Platform and Services, at its sole discretion and with immediate effect.

## **10. Indemnification**

10.1) The Customer will indemnify, defend, and hold harmless HackerOne and its officers, directors, employees, and agents, 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 Customer Data infringe upon a patent, copyright, trademark, or trade secret of a third party, (ii) arising from the Customer's use of a Community Member Submission in violation of its Program Policy, or (iii) arising from actions taken by HackerOne or Community Members on the request or instruction of Customer.

10.2) HackerOne will indemnify, defend, and hold harmless the Customer and its officers, directors, employees, and agents, 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 that the HackerOne Platform infringes upon a patent, copyright, trademark, or trade secret of a third party, provided that HackerOne shall not be responsible for any such claim to the extent arising out of or relating to a Community Member Submission, the Customer Data, or any Outputs generated by Customer through the Services.

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. The rights and remedies set forth in this Section 10 states a party's exclusive liability and the other party's exclusive rights and remedies regarding claims made by a third party for intellectual property infringement or violation of a third party's intellectual property rights.

**Please see our existing [Customer Terms and Conditions](#) related to Order Forms entered into prior to July 20, 2024.**

# HackerOne General Terms and Conditions

**Effective Date: July 20, 2024**

*These General Terms and Conditions apply to all Order Forms entered into on or after July 20, 2024, and for all Community Edition and/or other Customers utilizing the HackerOne Services not pursuant to an Order Form as of such date.*

Please read these **General Terms and Conditions** carefully because they, together with the **Customer Terms and Conditions** or the **Community Members Terms and Conditions**, govern Customer's or Community Member's use of the Services (the "**Terms**").

## **1. General Prohibitions**

1.1) Customer or Community Member shall not use the Services, or any portion thereof, for the benefit of any unauthorized third party or in any manner not permitted by the Terms.

## **2. Changes to the Terms**

2.1) HackerOne may modify the Terms at any time upon notice to Customers and/or Community Members, as applicable. If Customer or Community Member does not object in writing to such changes and continues to use the Services after HackerOne has modified the Terms, Customer and Community Member will be deemed to have agreed to be bound by the modified Terms.

## **3. Confidential Information and Confidentiality Obligations**

3.1) HackerOne understands that it may receive Confidential Information of Customer, Customer understands that it may receive Confidential Information of HackerOne, and Community Member understands that they may receive Confidential Information of a Customer or HackerOne. 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 Terms. Customers and Community Members acknowledge and agree that: (i) Non-Identifying Data is not Confidential Information and consent to its use by HackerOne without restriction, including but not limited to, improving the Platform and Services, and security industry research and collaboration; and (ii) HackerOne may use Confidential Information to develop and/or improve its Services (for example, to identify trends, and to train AI models) provided such use does not result in disclosure of Confidential Information to unauthorized third parties.

#### **4. Data protection and Privacy Policy**

4.1) HackerOne's **Privacy Policy**, which describes how HackerOne collects, uses, and discloses information from HackerOne's Customers and Community Members, will be applicable to the Services. For specific detail on HackerOne's practices and types of cookies that HackerOne may use, please refer to HackerOne's **Cookies Policy**.

#### **5. Data & Information Security Policy**

5.1) HackerOne's **Data & Information Security Policy**, which describes the security of the HackerOne Platform, will be applicable to the Services.

#### **6. Vulnerability Disclosure Guidelines**

6.1) HackerOne's **Vulnerability Disclosure Guidelines**, which describe the default policy governing Community Member Submissions through the Services, will be applicable to the Services. In the event of a conflict, HackerOne's Vulnerability Disclosure Guidelines are superseded by individual Program Policies.

#### **7. Compliance with Laws/Copyright Policy**

7.1) Each party shall comply with all Applicable Law in connection with the performance of its obligations and the exercise of its rights in the Services. Without limiting the foregoing, HackerOne respects copyright law in all jurisdictions in which it does business and expects its Customers and Community Members to do the same. It is HackerOne's policy to terminate,

in appropriate circumstances, Customers and Community Members which infringe or are believed to be infringing the rights of copyright holders. Please see HackerOne's **Copyright and IP Policy** for further information.

## **8. Feedback**

8.1) Customer or Community Member may submit Feedback at any time by emailing HackerOne at **feedback@hackerone.com**. By submitting any Feedback, Customer or Community Member grants to HackerOne a worldwide, perpetual, irrevocable, non-exclusive, transferable, sublicensable, fully-paid, and royalty-free license under any and all intellectual property rights that Customer or Community Member owns or controls to use, copy, modify, create derivative works based upon, and otherwise exploit the Feedback for any purpose.

## **9. Links to Third Party Websites or Resources**

9.1) The Services may contain links to third party websites or resources. HackerOne provides these links only as a convenience and is not responsible for the content, products, or services on or available from those websites or resources or links displayed on such websites. Each Customer and Community Member acknowledges sole responsibility for and assumes all risk arising from such Customer's or Community Member's use of any third party websites or resources.

## **10. Limitation of Liability**

10.1) NO PARTY TO THE TERMS 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 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. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY.

10.2) TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL CUSTOMER'S OR HACKERONE'S TOTAL LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY TO THE OTHER ARISING OUT OF OR IN CONNECTION WITH THE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO HACKERONE FOR USE OF THE SERVICES DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE WHEN THE CLAIM OR LIABILITY FIRST AROSE.

10.3) TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL HACKERONE'S TOTAL LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE TO COMMUNITY MEMBER ARISING OUT OF OR IN CONNECTION WITH THE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED \$1,000.

## **11. Governing Law and Jurisdiction; Class Action Waiver**

11.1) The Terms and any action related thereto will be governed by the laws of the State of Delaware. Any and all, disputes arising out of or concerning the Terms shall be brought exclusively in the state and federal courts of Delaware. Customer or Community Member hereby submits to the personal jurisdiction of such courts and waives any and all objections to the exercise of jurisdiction, venue, or inconvenient forum in such courts.

11.2) **CLASS ACTION WAIVER:** EACH CUSTOMER AND COMMUNITY MEMBER WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST HACKERONE AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY.

## **12. Publicity**

12.1) HackerOne may use Customer's and/or Community Member's name and/or logo in any publicity or advertising describing the relationship between the parties.

## **13. Miscellaneous Terms**

13.1) The Terms and any applicable executed Order Form that references the Terms constitute the entire and exclusive understanding and agreement between HackerOne and Customer or Community Member

and supersede and replace any and all prior oral or written understandings or agreements between HackerOne and Customer or Community Member regarding the Services. If any provision of the Terms is held to be invalid, prohibited, or otherwise unenforceable by legal authority of competent jurisdiction, the other provisions of the Terms 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. The Terms are assignable by HackerOne and will bind and inure to the benefit of the parties, their successors, and assigns. Customer or Community Member may not assign the Terms without HackerOne's prior written consent, such consent not to be unreasonably withheld.

13.2) Any notices or other communications provided by HackerOne under the Terms, including those regarding modifications to the Terms, will be given via email or by posting to the HackerOne Site.

13.3) A party's failure to enforce any right or provision of the Terms 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.

## **14. Termination**

14.1) An Order Form may be terminated by HackerOne or the Customer solely if the other party fails to cure a material breach of thereof within thirty (30) days after receiving written notice of the breach from the non-breaching party. HackerOne may terminate any Community Member's access to and use of the HackerOne Platform, at HackerOne's sole discretion, at any time and without notice to the Community Member. HackerOne may terminate the access of any to free or trial versions, Community Edition and/or or other Customer utilizing the HackerOne Platform and Services not pursuant to an Order Form to the HackerOne Platform, at HackerOne's sole discretion, at any time and without notice to the Customer. A Customer or Community Member may cancel such Customer's or Community Member's account at any time by sending an email to [support@hackerone.com](mailto:support@hackerone.com); provided, however, that in the event of such cancellation by a Customer, the Customer shall not be entitled to the

refund of any prepaid HackerOne Fees unless specifically set forth in the applicable Order Form(s).

14.2) Upon any termination, discontinuation, or cancellation of the Services, the HackerOne Platform or a Customer's or Community Member's account, the provisions of these Terms which, by their nature, are intended to survive termination, shall survive.

14.3) Suspension of Services. Without limiting the foregoing, HackerOne may suspend or limit Customer's access to or use of the Service if (i) Customer's payment of fees is more than sixty (60) days past due; (ii) Customer's use of the Service results in (or is reasonably likely to result in) damage to or material degradation of the Service which interferes with HackerOne's ability to provide access to the Service to other customers; (iii) Customer breaches of the Agreement; (iv) Customer use of the Services is directly or indirectly linked to illegal activity; (v) Customer's failure to pay Reward funds. In the case of subsection (ii): (a) HackerOne shall use reasonable efforts to work with Customer to resolve or mitigate the damage or degradation in order to resolve the issue without resorting to suspension or limitation; (b) prior to any such suspension or limitation, HackerOne shall use commercially reasonable efforts to provide notice to Customer describing the nature of the damage or degradation; and (c) HackerOne will reinstate Customer's use of or access to the Service, as applicable, if Customer remediates the issue within thirty (30) days of receipt of such notice.

## 15. Certain Definitions

15.1) The following capitalized terms shall have the following meanings as used in these General Terms and Conditions, in the Customer Terms and Conditions, and/or in the Community Member Terms and Conditions.

- **"Affiliate"** means any entity which controls, is controlled by or under common control with a party, where "control" means ownership or control, direct or indirect, of fifty percent (50%) or more of such entity's voting capital, and any such entity shall be an Affiliate of such party only as long as such ownership or control exists.
- **"Applicable Law"** shall mean all laws (including the requirements of any government or regulatory authority) applicable to a party and/or the Services under this Agreement for the time being in force in the relevant jurisdiction.

These include but are not limited to anti-money laundering, anti-bribery, data privacy, export, and intellectual property laws.

- **“Community Member”** means an independent third party (an individual or entity) and has undertaken the Community Onboarding and is using Platform to provide Submissions. This includes but is not limited to Finders, Pentesters and/or Reviewers. .
- **“Community Member Data”** means, for each Community Member, any information or documentation that is inputted, uploaded, submitted, or otherwise made available by or on behalf of that Community Member through or in connection with the Services (including Community Member Submissions).
- **“Community Member Submission”** means documents and related materials evidencing a Community Member’s activities related to a Program. This includes a Finder’s Submission, Pentester’s Submission or a Reviewer’s Submission.
- **“Community Member Onboarding”** means the terms and conditions set out by HackerOne that a Community Member must agree to before accessing the Platform including but not limited to: Community Member Terms and Conditions <https://www.hackerone.com/terms/community> HackerOne Code of Conduct, <https://www.hackerone.com/policies/code-of-conduct>, HackerOne Privacy Policy <https://www.hackerone.com/privacy>, and HackerOne Disclosure Guidelines <https://www.hackerone.com/disclosure-guidelines> (where applicable).
- **“Confidential Information”** means any confidential or proprietary business or technical information about a party related to the Services or a Program, including the HackerOne Platform and the content of Community Member Submissions. 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) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party; (iii) is already in the possession the receiving party at the time of disclosure by the disclosing party; or (iv) is obtained by the receiving party from a third party without a breach of such third party’s obligations of confidentiality.
- **“Customer”** means a customer of HackerOne using the HackerOne Platform for Services, including to receive Community Member Submissions.
- **“Customer Data”** means, for each Customer, any information or documentation that is inputted, uploaded, submitted, or otherwise made

available by or on behalf of that Customer through or in connection with the Services (including Program Material(s) and Confidential Information).

- **“Customer Report”** means a report or similar documentation made available by HackerOne to a Customer through the HackerOne Platform or otherwise that summarizes or is based upon Community Member Submissions, including, without limitation, penetration test reports, checklist reports, re-testing reports, and similar documentation regarding Community Member activities related to a Program.
- **“Feedback”** means any feedback, comments, or suggestions for improvements to the Services.
- **“Finder”** means a Community Member entity using the HackerOne Platform to provide Finder Submissions.
- **“Finder Submission”** means documents and related materials evidencing a Finder’s activities related to a Program, including, without limitation, Vulnerability Reports.
- **“HackerOne”** means HackerOne Inc., a Delaware corporation, and its Affiliates.
- **“HackerOne Platform” or “Platform”** means the software-as-a-service HackerOne Platform offered by HackerOne.
- **“HackerOne Property”** means any property of any kind, tangible or intangible, which is acquired, created, developed, or licensed by HackerOne prior to or outside the scope of this Agreement and any improvement or modification thereof and all intellectual property rights therein, and includes without limitation the HackerOne Platform and Services and Output (excluding, for the avoidance of doubt, in the case of Output, Customer Data or Customer Reports to the extent included in such Output).
- **“HackerOne Site”** means HackerOne’s website located at hackerone.com and related domains and subdomains.
- **“Mediation Team”** means the HackerOne internal mediation team.
- **“Non-Identifying Data”** means aggregated and anonymized statistical and other information from Community Member Submissions, Community Member Data, Customer Data and Customer’s use of the Platform and Services.
- **“Order Form”** means an order form or similar document referencing these Terms, which has been mutually agreed to by HackerOne and a Customer either (i) in a mutually signed writing or (ii) by a Customer issued purchase order that is accepted by HackerOne and which (a) expressly reference and

incorporates this Terms and (b) describes the Services to be purchased, including the fees payable therefore and the start and end date of the subscription term for such Services, by referencing a HackerOne provided sales order form or otherwise; provided, however, that if a Customer purchases the Services through a reseller or other HackerOne authorized partner, the Order Form shall be the Order Form entered into between HackerOne and the reseller/authorized partner for such Customer's use of the Services and the payment obligations under such Order Form and the Terms shall be payment obligations of the reseller/authorized partner and not the Customer.

- **"Output"** means any content generated, produced, or otherwise resulting from or in connection with the use of the Services (including, without limitation, services that incorporate artificial intelligence and/or machine learning technologies).
- **"Program"** means the security initiative(s) for which a Customer desires to receive Community Member Submissions from Community Members, which a Customer posts to the HackerOne Platform.
- **"Program Materials"** means the Program Policy and the description of the Program and any other materials made available by Customer to Community Members in connection with a Program.
- **"Program Policy"** include a Customer created description of the security-related and other services that the Customer is seeking from Community Members, the terms, conditions, and requirements governing the Program to which the Community Members must agree, and the Rewards, if any, that a Customer will award to Community Members who participate in the Program.
- **"Pentester"** means a Community Member using the HackerOne Platform to provide Pentester Submissions.
- **"Pentester Submission"** means documents and related materials evidencing a Pentester's activities related to a Program, including, without limitation, penetration testing results.
- **"Reviewer" means** a Community Member using the HackerOne Platform to provide Reviewer Submissions.
- **"Reviewer Submission"** means documents and related materials evidencing a Reviewer's activities related to a Program, including, without limitation, code review.
- **"Reward(s)"** means bounties, grants, pay for effort payments, and other financial or non-financial rewards that are awarded to Community Members participating in a Program.

- **“Services”** means HackerOne’s software as a service solution made available by HackerOne to Customers through the HackerOne Platform together with any ancillary services purchased by a Customer (including, without limitation, services that incorporate artificial intelligence and/or machine learning technologies).
- **“Subcontractor”** means a third party that: (i) provides personnel to HackerOne, when such personnel have access to Customer Data; or (ii) provides the professional services delivered to the Customer as part of the Service. Subcontractors are subject to HackerOne quality and security reviews and are bound to contracts that are reasonably calculated to ensure performance according to HackerOne’s obligations under this Agreement, including confidentiality obligations. Community Members are not Subcontractors.
- **“Terms”** means these General Terms and Conditions and the Customer Terms and Conditions or the Community Member Terms and Conditions, as applicable.
- **“Third Party Services”** means any third party services purchased by a Customer on a resale basis through HackerOne and which are specifically identified as Third Party Services in an Order Form.
- **“Vulnerability Report”** means bug reports or other vulnerability information, in text, graphics, image, software, works of authorship of any kind, and information or other material that Community Members provide or otherwise make available through the HackerOne Platform to a Customer resulting from participation in a Program.

## Contact Information

If there are any questions about the Terms or the Services, please contact HackerOne at [info@hackerone.com](mailto:info@hackerone.com), or at HackerOne Inc., 548 Market Street PMB 24734, San Francisco, CA 94104.

Please see our existing [General Terms and Conditions](#) effective prior to July 20, 2024.