

These Terms of Use, together with any and all other documents referred to in them, set out the terms under which you may use our penetration testing and vulnerability scanning software (the “Software”).

Please read these Software Terms of Use carefully and ensure that you understand them. It will be deemed that you agree to comply with and be bound by these Software Terms of Use on your first use of our Software. If you do not agree to comply with and be bound by these Software Terms of Use, you must stop using our Software immediately.

1. Definitions and Interpretation

- 1.1 In these Terms of Use, the following expressions have the following meanings:

“**Account**” means an account required for a User to access certain areas of our Software, as detailed in clause 3;

“**Content**” means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, our Software;

“**Report**” means any report generated by us relating to your Systems;

“**Software**” means our penetration testing and vulnerability scanning software;

“**System(s)**” means any system(s) which you have requested a Report for, including but not limited to your website(s) and/or IP address(es);

“**User**” means a user of our Software;

“**Website**” means www.cybertoolkit.com, of which the Software forms a part of; and

“**We/Us/Our**” means Cyber Toolkit Ltd, a company registered in England and Wales under number 16938415, whose registered office address is Unit 1, Ryehills Office Park, Ryehills Lane, West Haddon, Northamptonshire, NN6 7BX

2. Access to the Software

- 2.1 It is your responsibility to make any and all arrangements necessary to access our Software.
- 2.2 Though use of our Software is free-of-charge, access to our Software is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue our Software (or any part of it) at any time and without notice. We will not be liable to you in any way if our Software (or any part of it) is unavailable at any time, for any period.

3. Accounts

- 3.1 Certain parts of our Software may require an Account in order to access them.
- 3.2 When creating an Account, the information you provide must be accurate and complete. If any of your information changes at a later date, it is your responsibility to ensure that your Account is kept up to date.
- 3.3 Sharing of an Account is not permitted unless we expressly authorise this in writing. Each user must keep their account details confidential and should not reveal their log-in to anyone.
- 3.4 We recommend that you choose a strong and secure password for your Account. It is your responsibility to keep your password confidential and secure in accordance with cyber-security best practice in effect at the time. You must not share your Account with anyone else. If you believe your Account is being used without your permission, please contact us immediately. We will not be liable for any unauthorised use of your Account.
- 3.5 It is your responsibility to ensure that your employees, agents and any other parties under your control who may use the Software and/or create an Account will do so in accordance with these Terms of Use.
- 3.6 If you wish to close your Account, you may do so at any time. Closing your Account will result in the removal of your information. Closing your Account will also remove access to any areas of our Software requiring an Account for access.

4. The Software

- 4.1 We do not warrant that your use of the Software will be uninterrupted or error-free; nor that the Software will meet your requirements.
- 4.2 You accept sole responsibility for all information obtained from the use of the Software. We shall not be held liable for the actions of, and any loss or damage incurred for any reason from any information you have obtained from our Software.

- 4.3 It is your responsibility to procure and maintain adequate network connections in order to enable you to access the Software. We are not responsible for any delays, delivery failures, or any other loss and damage resulting from the transfer of data over communications networks and facilities, and you acknowledge that the Software may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 4.4 We reserve the right to carry out maintenance at such times as may be necessary at our discretion. We will however endeavour to give you advance notice where possible.
- 4.5 You may only use our Software in a manner that is lawful and that complies with the provisions of this clause 4. Specifically:
- 4.5.1 you must not use the Software in any way, or for any purpose, that is unlawful or fraudulent;
- 4.5.2 you must not use our Software to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and
- 4.5.3 you must not use our Software in any way, or for any purpose, that is intended to harm any third party systems, software, or a person or persons in any way.
- 4.6 We reserve the right to suspend or terminate your Account and/or your access to the Software if you materially breach the provisions of this clause 4 or any of the other provisions of these Terms of Use. Specifically, we may take one or more of the following actions:
- 4.6.1 suspend, whether temporarily or permanently, your Account and/or your right to access the Software;
- 4.6.2 issue you with a written warning;
- 4.6.3 take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
- 4.6.4 take further legal action against you as appropriate;
- 4.6.5 disclose such information to law enforcement authorities as required or as we deem reasonably necessary; and/or
- 4.6.6 any other actions which we deem reasonably appropriate (and lawful).

5. Reports

- 5.1 In requesting a Report, you agree that you own (or are using the Software on the behalf of an owner of) the Systems and will not use the Software to generate a Report for any systems where you do not have the appropriate authority to request this.
- 5.2 We reserve the right to request evidence of ownership or such other authority in line with clause 5.1. Where you refuse to provide this, or we reasonably believe that you do not have the appropriate authority in order to request a Report, we will reserve the right to suspend or terminate your Account.
- 5.3 You agree to provide such reasonable, accurate information as is requested by us in order to allow us to generate a Report. We cannot be held liable for any delays, errors, or any other adverse consequences encountered where you have provided incorrect information, or failed to provide information to us.
- 5.4 Our Report will be generated in our normal standard format only. If additional copies or specific requirements are needed, this will be at our sole discretion only, and may be subject to additional charges.
- 5.5 We may agree to auto generate Reports on a schedule as agreed by us. These will be accessible when you login to your Account, subject to clause 5.10.
- 5.6 In using the Software to generate a Report, you agree that certain aspects of that Report may be made accessible to third parties via the Software with your consent, such as an overall risk score (or similar). We cannot be held responsible for any outcomes or decisions which a third party may make as a result of accessing such.
- 5.7 Should you no longer wish for your data to be shared in line with clause 5.6, we ask that you inform us in writing. We will, upon receipt of your request, revoke third party access to your data.
- 5.8 Our Report will consist of all findings which our Software may discover which we deem reasonably require your attention, alongside suggested methods for rectifying these findings (where possible). You shall at all times be responsible for rectifying any such findings in the most appropriate manner and we cannot be held liable for such.
- 5.9 We are not responsible in any way for any issues with the System(s) which a Report makes apparent to you, nor for failing to identify any issues which may later become apparent to you.

- 5.10 All Reports will be held on the Software for seven days from the date they were generated, unless otherwise agreed by us in writing. After this time, such Reports will be automatically deleted.

6. Intellectual Property Rights, Claims and Disputes

- 6.1 The Software, together with any and all intellectual property rights of whatever nature which now or in the future subsist in the Software are and shall remain our property. Your use of the Software does not constitute a sale of the original Software or any copies thereof.
- 6.2 You shall not:
- 6.2.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, transmit, or distribute all or any portion of the Software in any form or media by any means;
 - 6.2.2 attempt to reverse compile, disassemble, or reverse engineer all or any part of the Software;
 - 6.2.3 access all or any part of the Software in order to build a product or service which competes with the Software;
 - 6.2.4 vary, delete or obscure any notices of proprietary rights or any product identification or restrictions on or in the Software;
 - 6.2.5 sub-license, sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit or otherwise make the Software available to any third party without our express consent; or
 - 6.2.6 attempt to obtain, or assist third parties in obtaining, access to the Software other than as provided under this clause or any separate agreement between you and us.
- 6.3 All content provided via our Software, including but not limited to any Report, and the copyright and other intellectual property rights subsisting in that content, unless specifically labelled otherwise, belongs to or has been licensed by us.
- 6.4 You may not systematically copy content provided via our Software with a view to creating or compiling any form of comprehensive collection, compilation, directory or database unless given our express permission to do so.

7. **Links to Other Sites:** Links to other sites may be included in our Software. Unless expressly stated, these sites are not under our control. We neither assume nor accept responsibility or liability for the content of third-party sites. The inclusion of a link to another site on our Software is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

8. Disclaimers and Legal Rights

- 8.1 Nothing on or provided via our Software (such as any Report) constitutes advice on which you should rely. It is provided for general information purposes only. In particular, we make no representation or warranty that any part of our Software is suitable for your purposes or that any part of it constitutes accurate data and/or advice on which decisions can be based.
- 8.2 As far as is permitted by law, we make no representation, warranty, or guarantee that our Software will meet your requirements, that it will be compatible with all software and hardware, or that it will be secure.
- 8.3 We make reasonable efforts to ensure that content on or provided via our Software is complete, accurate, and up to date. We do not, however, make any representations, warranties or guarantees (express or implied) that such content is complete, accurate, or up to date.

9. Our Liability

- 9.1 To the fullest extent permissible by law, we accept no liability for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) our Software or the use of or reliance upon any content on or provided via the Software.
- 9.2 To the fullest extent permissible by law, we exclude all representations, warranties, and guarantees (whether express or implied) that may apply to our Software or any content provided on or via our Software.
- 9.3 We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- 9.4 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of the Software resulting from

external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.

- 9.5 We may provide suggestions for products or other services, as provided by third parties. You are under no obligation to accept these suggestions but if you decide to, you will need to ensure the relevant third party provider is suitable for your needs. A separate contractual relationship will be created between you and this third party, under separate terms and conditions. You will be responsible for making arrangements and paying the supplier directly, and they will be liable to you directly for their actions or inactions.
- 9.6 Nothing in these Terms of Use excludes or restricts our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law.

10. Viruses, Malware and Security

- 10.1 We exercise all reasonable skill and care to ensure that our Software is secure and free from viruses and other malware. We do not, however, guarantee that our Software is secure or free from viruses or other malware and accept no liability in respect of the same, as detailed in clause 10.4. You are responsible for protecting your Systems, hardware, software, data and other material from viruses, malware, and other internet security risks.
- 10.2 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via our Software.
- 10.3 You must not attempt to gain unauthorised access to any part of our Software, the server on which our Software is stored, or any other server, computer, or database connected to our Software.
- 10.4 You must not attack our Software by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 10.5 By breaching clauses 10.2 to 10.4, you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and we will cooperate fully with those authorities by disclosing your identity to them. Your right to use our Software will cease immediately in the event of such a breach.

11. **Data Protection:** Use of our Software is also governed by our Privacy Policy. This Policy is incorporated into these Terms of Use by this reference.

12. **Changes to these Terms of Use:** We may alter these Terms of Use at any time. Any such changes will become binding on you upon your first use of our Software after the changes have been implemented. You are advised to check these Terms of Use from time to time.

13. Law and Jurisdiction

- 13.1 These Terms of Use, and the relationship between you and us (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England and Wales.
- 13.2 Any disputes concerning these Terms of Use, the relationship between you and us, or any matters arising from it or associated with it (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.