

/ YesWeHack
General Terms of Use for "Business unit"
Version 4.0.0 of May 11, 2020

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YesWeHack Users GCU

These General Conditions of Use ("GCU" or the "Contract") of the YESWEHACK platform are intended to define the contractual relations between YesWeHack and any User of the Site. The Site and the services of Bug Bounty, the YESWEHACK platform are published and operated by the company YesWeHack, a simplified company with shares (SAS) with a capital of €45,239.82, domiciled at 14 Rue Charles V, 75004 Paris (SIRET No. 81403721400016).

YesWeHack reserves the right to make changes to the GCU, the Site and the Services. Any change will be notified via a banner in the Customer's account (Business Unit) and the new version of the General Conditions of Use will be posted online, in particular on the Customer's personal account. It will come into force within EIGHT (8) days following this mailing or any other date that may be indicated by YesWeHack. In case of disagreement with the new provisions, the User agrees to cease all use of the Site and/or the Services which will result in de facto termination of the Contract.

ARTICLE 1. DEFINITIONS

Some of the definitions below are also specified in the [FAQs](#). In the event of any discrepancy or difficulty of interpretation concerning these definitions, it is expressly agreed that the definitions in the GCU shall prevail.

Customer: refers to the legal entity mentioned in the document that subscribes to a User License and accepts the GCU of the Site.

Personal Data: means, in accordance with Article 4 of the General Regulations on Data Protection of 27 April 2016 (GDPR), any information relating to an identified natural person or which can be identified, directly or indirectly, by reference to an identification number or several elements specific to him/her. In order to determine whether a person is identifiable, account should be taken of all the means of identification available or accessible to the controller or any other person.

Intellectual Property Rights: means all intellectual property rights, including but not limited to copyright, software rights, database rights, patent rights, rights to inventions, trademark rights, distinctive marks, design rights, semiconductor topography rights, trade secrets and know-how.

eWallet: designates the means of payment which is used for the settlement and storage at MANGOPAY of the Hunter Cash Rewards paid by the Customer. It is not a bank account.

Hunter: means a natural person who participates in a Bug Bounty Program. The Hunter performs Tests on a System and within the framework of a Bug Bounty Program. This person is a computer security researcher. The Hunter may act in a non-professional or professional capacity, individually or in the name and on behalf of a company.

Licence: designates the licence to use the YESWEHACK platform chosen by the User according to the number of valid Vulnerabilities [all open and closed vulnerabilities in the resolved, informative or won't fix statuses].

Means of Identification: designates the login/password pair allowing Users designated by the Customer (managers) to access their account.

Bug Bounty Program (or "Program"): designates the scope of the Tests authorised by the User (designation of the Systems, type of Tests, eligibility, periodicity, exclusions, Rewards, etc.). A Bug Bounty Program can be public or private.

Reward: Refers to any money or material goods granted to the Hunter if he or she successfully completes the Tests, i.e. he or she discovers proven Vulnerabilities in the System previously unknown.

Services: means the YESWEHACK platform and any related services made available by or through YesWeHack.

Site: refers to the Internet site accessible from the URL address <https://yeswehack.com/auth/login> enabling Users to benefit from the Services on the YESWEHACK platform.

System: refers to the Customer's systems (in particular servers, websites, applications, software, modules, interfaces, etc.) on which the Tests are carried out, whether they are hosted by the User or by a third party.

Tests: means the tests that the Customer wishes to run and that are compliant with the Bug Bounty Program validated by YesWeHack. These Tests include any action to reach or penetrate a Customer System, to analyse the level of security in place and to look for Vulnerabilities there.

User: means the natural person who represents the Customer or who is designated by the Customer (managers) to use the Site in order to have Tests performed on its System in accordance with the Bug Bounty

Program it defines.

Vulnerabilities: designates any defect, incident or security flaw which, individually or cumulatively, has repercussions on the use or operation of the System's functionalities.

YESWEHACK: refers to the Bug Bounty platform and the registered trademark belonging to the company YesWeHack, simplified company with shares (SAS) with capital of 31,420.74 euros, domiciled at 14 Rue Charles V, 75004 Paris, and used in the context of these GCU.

ARTICLE 2. PURPOSE

The purpose of these GCU is to define the terms and conditions of access and use of the Site and/or Services for Users.

ARTICLE 3. SERVICES

The YESWEHACK platform is a platform which puts Users and Hunters in contact so that Users submit all or part of their Systems to Tests which will be carried out by the Hunters.

The steps are as follows:

- /The User designates the managers of its choice for the management of its Bounty Bug Program on the Site ;
- /The User publishes on the Site the Bug Bounty Program managed by the managers from their personal account opened on the Site ;
- /As part of a private Program, the User defines the list of skills or names of Hunters to be invited to the Bug Bounty Program ;
- /Hunters perform the Tests and then they establish a report on the Vulnerabilities found ;
- /The User validates or not the Vulnerabilities reported and their severity levels ;
- /The User can reward the Hunter who has made it possible to discover a valid flaw and who has established a clear relationship with a severity level in accordance with the Bug Bounty Program, by awarding him or her points according to criteria defined on the YESWEHACK platform in its [FAQs](#) in particular, and/or, by awarding him or her a Reward in cash or in the form of material goods.

ARTICLE 4. REGISTRATION PROCESS

Registration for the Services is done from the Site and requires acceptance of the GCU.

4.1. Age requirement

The use of the Site and/or the Services is in principle forbidden to minors (depending on nationality and applicable law).

4.2. Creating a User Account

When registering, the User must provide certain information using the registration form available on the Site:

- /User / Customer representative: Identifying Data (name, surname) ; Date of birth ; Nationality ; Country of residence ; - Email address ; Telephone No.
- /User / natural person designated by the Customer (administrative manager of the Bug Bounty Program): Identification data (surname, first name, username/pseudonym) ; Identifiers (Email address, password) ; Country.

The account opened by the manager is subject to the GCU HUNTER that he or she has accepted.

The User is informed that, if necessary, additional documents may be requested, such as any document attesting to the power of attorney of the person authorised to represent the company within the framework of the Service, etc.

The User guarantees that the information he or she provides is accurate, sincere and up to date and undertakes to update it as soon as necessary. If this information proves to be false, incomplete or obsolete, YesWeHack reserves the right to refuse registration and/or to interrupt the provision of Services in accordance

with the provisions of Article 13 hereof.

The User is solely responsible for the consequences of not updating its information and expressly acknowledges that YesWeHack cannot be held liable for any misrepresentation regarding its identity.

4.3. Creating an eWallet Account

A MANGOPAY eWallet account will be created after activation by the Customer of the Licence on the YESWEHACK platform for the payment of the Hunters' Cash Rewards.

The entire balance of the sums recorded in the Customer's eWallet is non-refundable.

A summary of the amounts paid is made available on the Customer's account and accessible to Users duly authorised by the Customer.

The Customer is informed, on his/her User account on the YESWEHACK platform, of the status of the MANGOPAY eWallet, through a list of transactions carried out by ID MANGOPAY in real time.

4.4. Acceptance of GCU

Acceptance of the GCU is mandatory. The User must tick the acceptance box of the GCU. By doing so, the User expressly acknowledges that it has read these GCU and that it has given its consent.

ARTICLE 5. ACCESS TO SERVICES

Except in cases of force majeure, YesWeHack shall, as part of a duty of best endeavours, ensure the availability and accessibility of the Site and Services. Nevertheless, control and maintenance operations can be carried out at any time. YesWeHack endeavours to prevent, as much as possible, the occurrence of such an operation within twenty-four (24) hours before the beginning of the actual operation.

YesWeHack cannot be held liable for any resulting consequences for the User.

The User acknowledges that it knows and understands the Internet and its limitations and, in particular, its functional characteristics and technical performance, the risks of interruption, the response times for consulting, querying or transferring information or the risks inherent in any transfer of data. YesWeHack is not liable for the unavailability of networks that are not entirely under its direct control.

It is the responsibility of every Hunter to equip himself or herself in an appropriate manner, in particular in terms of computer and electronic communications, to access the Site and the Services and to take all appropriate measures to protect himself or herself and YesWeHack from any attack or damage that could affect the data, software or contents stored on the Site. YesWeHack is not liable for the normal wear and tear of the User's computer media.

All costs and authorisations necessary for the connection, access and use of the Site and/or Services are and remain at the charge of the User.

All Hunters agree not to hinder the proper functioning of the Site and/or the Services in any way whatsoever, in particular by transmitting any element likely to contain a virus or malicious Bug Bounty Program likely to damage or affect the Site and/or the Services and, more broadly, the information system of YesWeHack and its co-contractors.

ARTICLE 6. OBLIGATIONS

The User shall use the Services as is and in accordance with these GCU.

6.1. Security of the Site and/or Services

Every YesWeHack platform is also subject to the Bug Bounty Program.

The User shall inform YesWeHack without delay, by any means, of any error, fault or irregularity that he or she finds in the use of the Site and/or Services, as soon as it becomes aware of it.

The User shall not attempt to alter the headers or attempt to manipulate the pages of the Site in such a way as to disguise, hijack, or modify the Site. It is also prohibited to create a work or site derived from all or part of this Site, or to resell or redistribute YesWeHack data.

6.2. Protection of the Means of Identification

The managers of the Bug Bounty Program designated by the User access the Site and Services using their means of identification (email address and password).

The Means of Identification are strictly personal and confidential.

The User shall ensure that managers shall:

- /keep them secret ;
- /not to communicate them to third parties in any form whatsoever ;
- /not allow third parties access to the Services ;

The User shall:

- /assume sole responsibility for the consequences of any disclosure made in violation of these GCU ;
- /inform YesWeHack without delay of any compromise, loss or anomaly observed in the Services.

YesWeHack uses all the security, technically present on the market, to protect:

- /all lists of Bugs found in the User's Systems during Tests ;
- /all data related to the User and stored on the YESWEHACK platform.

The User acknowledges that any use of the Services is carried out under its responsibility.

Consequently, the User acknowledges that the actions carried out on its behalf are presumed to have been carried out by it and will be charged to it, it being up to the User to provide proof to the contrary.

YesWeHack reserves the right to suspend the User's access to its account in case of proven compromise or in case of suspicion of compromise of its Means of identification.

6.3. Tests

The User shall carry out and maintain the backup of its data, files, supports against destruction, loss or alteration.

The User expressly acknowledges that it will not be consulted prior to the completion of the Tests during the period of time defined in the Bug Bounty Program. In other words, the Hunter(s) will test the System during the period of time specified in the Bounty Bug Program without consulting the User.

The User acknowledges having been informed by YesWeHack of the importance of preparing the Tests. Various tips on how to prepare the Tests can be found in the [FAQ](#) page of the YESWEHACK platform.

6.4. Bug Bounty Program

The Bug Bounty Program is described by the User in the description/dedicated sheet online on the YESWEHACK platform, in the Business Unit area.

The description/sheet includes all the specificities of the program: definition of the program scope, configuration of the public or private program, designation of the Systems, type of Tests, eligibility, periodicity, exclusions, rewards, etc.

ARTICLE 7. INTELLECTUAL PROPERTY RIGHTS

7.1. The Site and/or Services

The Site (including all accessible information, in particular in the form of downloadable text, photos, images, sounds, data, databases and the Bug Bounty Program, including the underlying software and other technology) and Services are protected by Intellectual Property Rights and/or other rights that YesWeHack owns or is authorised to use.

The User may not under any circumstances store, reproduce, represent, modify, transmit, publish, adapt on any medium whatsoever, by any means whatsoever, or use in any way whatsoever, the elements of the Site and/or Services without the prior written permission of YesWeHack.

Each party is and will remain owner, as far as it is concerned, of its distinctive signs, namely trademarks, corporate and other names, trade names, brand names and domain names. Reproduction, imitation or affixing, in whole or in part, of trademarks or designs or models belonging to YesWeHack is strictly prohibited without its prior written consent.

The User shall respect all mentions relating to the Intellectual Property Rights appearing on the Site and/or the Services and shall not alter, delete, modify or otherwise infringe upon them.

7.2. Right of use of the Systems by the Hunters

The rights to use the Systems are exclusively and solely granted by the User to the Hunters who accept them as part of the Tests, subject to the restrictions, if any, contained in the Bug Bounty Program.

The User grants to the Hunters, who accept them on a personal, free of charge and non-exclusive basis, for the whole world, the right to use the Systems which may be protected by an Intellectual Property Rights and does so for the whole duration of the Bug Bounty Program defined by the User, provided that this Program has not been suspended before its term.

The License to use the Systems is granted for the sole and exclusive purpose of running the Bug Bounty Program and will include the rights set forth below, subject to the restrictions set forth in the Bug Bounty Program:

- /the right to reproduce the System or have the System reproduced, in whole or in part, on the YESWEHACK platform only ;
- /the right to extract, decompile, modify, assemble, transcribe, arrange, interface the System for the sole purpose of analysing the Bug(s) ;
- /the right to make any and all use and to operate for the sole purpose of Testing the System.

It is expressly agreed, unless otherwise stated, that no trademark license is granted by the User to Hunters or YesWeHack.

7.3. Licence for the use of the YESWEHACK platform

YesWeHack grants to the User who accepts it, a License that grants a non-exclusive, personal and worldwide right to use the YESWEHACK platform and Services.

The User chooses a License among those proposed to it, each License corresponding to a maximum number of Vulnerabilities proven and validated by the User.

The duration of the License is conditioned by the maximum number of proven and validated Vulnerabilities provided for in this License.

Once the maximum number of known and validated Vulnerabilities provided for in the License is reached, the License terminates. This maximum number must be reached within the limit of twelve (12) months.

At the end of the twelve (12) months, if the maximum number of Vulnerabilities confirmed and validated by the User is not reached, the number of remaining reports may not be transferred to another License.

The License may be renewed by the User.

The User may not grant to anyone a right to use the YESWEHACK platform, except to its managers working within the framework of the Bug Bounty Program.

The conditions of this Article apply for periods specifically agreed with the User which would derogate from the initial twelve (12) month period.

7.4. Authorisation

After prior and express agreement of the User, YesWeHack may use the User's name and logo as a reference in its communication on its medium.

7.5. Assignment of Intellectual Property Rights on Vulnerability Reports

The User accepts the assignments made by the Hunter in the GCU applicable to the latter ("Hunters GCU"), for all countries where they are protected, in all languages, for the entire duration of the legal Intellectual Property

Rights of the copyrights or their assignees, according to both French and foreign legislations and international conventions, current and future, including any extensions that may be made to this term and in all forms, presentations and by any process both current and future, and transfers to YesWeHack the rights to all or part of the Vulnerability reports submitted on the platform for the delivery of the Service.

These rights, by any means and on any medium known or unknown to date, are in particular the rights:

- /to use, including use via the YESWEHACK API and its various integrations with third party tools ;
- /to reproduce and to have others reproduce ;
- /to represent or to have others represent, to disseminate or to have others disseminate, to publish or to have others publish, to operate or to have others operate, whatever the format and the presentation ;
- /communicate or have others communicate ;
- /adapt or have others adapt, translate or have others translate all or part of the Vulnerability Reports and, where appropriate, adapt or have others adapt them to local conditions in the country in question ;
- /to modify or have others modify, improve or have others improve, correct or develop by addition, deletion, incorporation or adaptation.

YesWeHack does not claim any ownership rights to the Vulnerability Reports submitted on the platform for the delivery of the service.

ARTICLE 8. FINANCIAL CONDITIONS

8.1. Financial conditions of access to the Services

In return for the Licence to use the YESWEHACK platform, the User agrees to pay YesWeHack a fixed amount agreed upon with YesWeHack according to the type of Licence chosen by the User. This price is exclusive of tax and is subject to applicable taxes and duties in effect at the date of invoice. The exchange rate applied in the case of foreign currency shall be the exchange rate published by the European Central Bank on the day the tax becomes chargeable, which, by convention, shall be fixed on the last day of the current month.

Any sum not paid on the due date appearing on the invoice shall automatically entail the application of penalties for late payment, calculated on the basis of three (3) times the legal interest rate. These penalties are payable upon request by YesWeHack and calculated on the basis of the invoiced and unpaid amounts.

In accordance with Article L. 441-6 of the French Commercial Code, the User will also be debtor by right of a fixed indemnity for recovery costs in the amount of forty (40) euros.

On the other hand, YesWeHack reserves the right to deactivate the User's account when the User has not paid the amounts due under the Licence Agreement or when the Licence Agreement has expired and needs to be renewed.

The reactivation of the account will be done by YesWeHack when the Licence terms are again met by the User.

8.2. Financial conditions for the use of the Services

The User may reward the Hunters in cash at its discretion and in accordance with the Bug Bounty Program.

Cash Rewards are expressed in the currency of the Bug Bounty Program, including all taxes (incl. VAT). The exchange rate applied in the case of foreign currency shall be the exchange rate published by the European Central Bank on the day the tax becomes chargeable, which, by convention, shall be fixed on the last day of the current month.

- /Payment is made online using the eWallet account opened for this purpose by YesWeHack. The total amount to be paid by the User includes: the Hunter's cash reward amount plus a percentage commission based on the total amount of rewards awarded to the Hunter. This commission will be paid to YesWeHack for the use of the platform.

The entire balance of the sums recorded in the User's eWallet Account is non-refundable.

A summary of the amounts paid is made available on the User's account.

In the event of refusal or payment incident, whatever the cause, and in particular in view of a stop payment on the bank card used or the insolvency of the account to which it is attached or the amount of authorised expenditure being exceeded, the User is informed that its eWallet may be suspended, in accordance with the

In the event that the sale of the services of the YESWEHACK platform takes place via an intermediary acting in the name and on behalf of the User of the platform, upon activation of the User's licence, an eWallet will be automatically created at Mangopay in the name (of the legal representative) of the User on the basis of the information recorded in the User's profile. For the rest, the financial conditions mentioned above remain unchanged.

ARTICLE 9. WARRANTY - LIABILITY

9.1. Warranty - YesWeHack Liability

YesWeHack makes no warranty as to the suitability of the Site and/or Services to meet any particular User's needs or expectations. Similarly, YesWeHack cannot guarantee that no errors or other operational or usage problems will not occur during the use of the Site and/or Services.

YesWeHack disclaims any liability for the use of the Site and/or Services made by any User or Hunter. YesWeHack has only an intermediary role between the User and the Hunter: its liability can under no circumstances be sought in case of damage caused by a User or Hunter to another User or Hunter and this in particular in the context of carrying out the Tests and delivering erroneous or deceptive information to the User. As such, it is expressly agreed that YesWeHack does not interfere in any way with the Bug Bounty Program submitted by the User to Hunters. On the other hand, YesWeHack is responsible for its YESWEHACK platform. When a Bug Bounty Program is private, YesWeHack guarantees that access to the Bug Bounty Program will only be allowed to Hunters chosen by the User and YesWeHack will indemnify the User for any direct damage caused to the User by a Hunter not authorised to participate in the Test.

YesWeHack makes available to the User, in its [FAQs](#), information regarding its warranties and responsibilities. The User agrees to regularly review this information by clicking on the following link: [FAQ](#)

The [FAQs](#) are part of the present contractual provisions and binding on YesWeHack and the User.

Under no circumstances is YesWeHack liable for any harm such as financial, commercial, loss of customers, business disruption, loss of profit, loss of brand image, loss of digital Bug Bounty Program, suffered by the Hunter that may result from the breach of these GCU, which harm is, by express agreement, deemed to be indirect harm.

YesWeHack will under no circumstances accept liability for any consequential damages resulting, even partially, from a total or partial non-performance by the User or the Hunter of their obligations even if YesWeHack was aware of the possibility of such harm.

YesWeHack is bound by an obligation of means with regard to the provision of the Services.

9.2. Warranty - Liability of the User

The User is liable for all damages caused by it to YesWeHack or the Hunters. The User agrees to indemnify YesWeHack or the Hunters, in case of any order to pay damages and interest that YesWeHack or the Hunters might incur following the non-respect of the present stipulations or to damages caused to others or to itself.

The User expressly acknowledges that any Test conducted by the Hunters as part of a Bug Bounty Program is authorised and operated with the User's express consent. Therefore, as long as the Hunter acts within the limits and rules that are set by a Bug Bounty Program:

- /The User acknowledges that the acts carried out by the Hunters are free of any fraudulent nature, subject to the Hunters' compliance with their obligations as defined in the Hunters GCU, such as, without this list being exhaustive, in particular, in terms of confidentiality and non-disclosure, and cannot, in these cases, be described as an infringement of an automated data processing system under the law.
- /The User acknowledges that the acts carried out by the Hunters cannot be qualified as acts of infringement under the law, subject to compliance with the obligations of confidentiality and non-disclosure to which the Hunters are subject.
- /The User agrees not to prosecute the Hunter for acts performed as part of a Bug Bounty Program under criminal and civil law, subject to the Hunters' compliance with their obligations as defined in the Hunters GCU, including, but not limited to, confidentiality, non-infringement and non-disclosure.
- /The User waives, expressly and in advance, any private law claim that may result from any legal action taken by the public prosecution service for an offence committed under a Bug Bounty Program, subject to the Hunters' compliance with the obligations that are theirs and as defined in the Hunters GCU, such as,

without this list being exhaustive, regarding confidentiality and non-disclosure.

The User acknowledges that the Tests performed under the Bug Bounty Program defined by the User may not reveal any Vulnerabilities.

The analysis and processing of the Vulnerability Tests and Vulnerability reports made by the Hunters in the context of the Bug Bounty Program in question, as well as the consequences and technical corrections resulting from them, are the sole responsibility of the User and at its sole expense.

The User warrants to YesWeHack that it will inform its hosts prior to any System Test or Software that is hosted by a third party.

As such, the User guarantees and holds YesWeHack and the Hunters harmless against any third party claims related to the performance of the Tests as well as any harm suffered by YesWeHack and the Hunters and/or their co-contractors as a result of this fact. The User will pay any damages to which YesWeHack or the Hunters might be ordered to pay by a final decision provided that (i) YesWeHack and the Hunters notify the User in writing and as soon as possible of the claim, (ii) that they authorise the User to conduct the defence and any negotiations for a settlement alone, and that they give the User their full cooperation.

The expenses of any nature and fees relating to the disputes will either be the exclusive responsibility of the User, or refunded to YesWeHack or the Hunters for the part they would have had to bear if found liable.

The User acknowledges that, despite all reasonable precautions that will have to be taken, the performance of the Tests presents risks for the operation of the Systems and the data it contains and in particular the destruction, loss or alteration of the data. The User declares that it accepts these risks and that it alone will bear the harmful consequences.

In any event, the total amount of damages and interest shall not exceed the amount of the remuneration for the Test during which the damage was caused.

ARTICLE 10. FORCE MAJEURE

YesWeHack cannot be held liable for any delay in the execution of its obligations or for any non-performance of its obligations resulting from these General Conditions of Use when the circumstances giving rise thereto are force majeure within the meaning of French law and case-law.

In addition to the circumstances generally accepted by the case-law of the French courts and tribunals, the following circumstances are expressly considered to be cases of force majeure or fortuitous events: Total or partial strikes, lockouts, riots, civil unrest, insurrection, civil or foreign wars, nuclear risks, embargos, confiscation, capture or destruction by any public authority, bad weather, epidemics, blockages of means of transport or supply for any reason whatsoever, earthquakes, fires, storms, floods, water damage, governmental or legal restrictions, malicious Bug Bounty program not listed by a CERT, legal or regulatory changes in forms of marketing, blocking of electronic communications, including electronic communications networks and any challenge to the cryptographic means implemented by YesWeHack.

Any case of force majeure affecting the performance of the obligations resulting from these GCU and in particular the access or use of the Services by the User shall suspend, from the date of its occurrence, the performance of these GCU.

It is expressly agreed between the Parties that the implementation of palliative means by YesWeHack during the occurrence of a case of force majeure shall not give rise to any liability or compensation on the part of YesWeHack.

ARTICLE 11. PROTECTION OF PERSONAL DATA

The Personal Data that are communicated by the User are necessary for the use of the Site and/or the Services. YesWeHack carries out processing on these Personal Data in its capacity as data controller, in accordance with Regulation (EU) 2016/679 of 27 April 2016 (General Regulation on Data Protection) and Law N°78-17 of 6 January 1978 as amended.

For the eWallet, YesWeHack processes the Personal Data relating to the User's manager that are necessary for the creation and management of the eWallet, as data controller jointly with MANGOPAY, also data controller, in accordance with Regulation (EU) 2016/679 of 27 April 2016 (General Data Protection Regulation) and Law N°78-17 of 6 January 1978 as amended.

Appendix A "Personal Data Protection Policy" of these General Conditions of Use details the information on the processing of Personal Data: the purposes and legal basis of the processing carried out, data subjects and data

concerned, recipients of the data, retention period and Users' rights.

ARTICLE 12. AGREEMENT ON EVIDENCE

Without waiving the application of Article L. 110-3 of the French Commercial Code, YesWeHack and the Users intend to establish, within the framework of the Site and/or the Services, the rules relating to the evidence admissible between them in case of dispute. The following stipulations thus constitute the agreement of proof between the parties, who shall respect this Article.

YesWeHack and Users agree that in case of dispute:

- /all data transmitted between the User and YesWeHack and between YesWeHack and the Hunters, certificates and Digital Signatures are admissible in court and prove the data and facts they contain as well as the Signatures and authentication procedures they express ;
- /timestamp tokens and digitally certified dates are admissible in court and are evidence of the data and facts contained therein ;
- /the login data relating to actions carried out from and on the User account are admissible in court and prove the data and facts contained therein ;
- /e-mails or any other written material exchanged between the parties, or acknowledgements of receipt exchanged, are admissible in court and are evidence of the data and facts contained therein ;
- /the Means of Identification used in the context of the Site are admissible in court and are proof of the data and facts they contain as well as the signatures and Identification procedures they express.

Any evidence to the contrary may be reported in accordance with the evidentiary mechanisms of Article 1353 of the French Civil Code.

In case of dispute arising between the User and the Hunter, YesWeHack will use its best efforts to provide the User with all evidence and data related to the use of the Services by the Hunter.

ARTICLE 13. DURATION OF THE CONTRACT - TERMINATION

13.1. Term of the Contract

This Contract is concluded under the conditions set forth in Article 4 of these GCU for the duration of the licence subscribed to.

13.2. Termination of the Contract

The User may at any time and without having to justify it, suspend, stop and/or renew the Bug Bounty Programs it has defined.

As well, the User may terminate this Contract at any time, without prior notice and without having to justify the reasons, by deactivating its account. Deactivation of the User's account will result in immediate termination of this Contract.

YesWeHack reserves the right to temporarily suspend all or part of the Services and the account for reasons related to the security of the Services, the security of the User or a breach or suspected breach by the User of any of its obligations under these GCU.

YesWeHack also reserves the right, subject to notice from the User, to unilaterally terminate this Contract in the event that the User demonstrates serious and/or repeated failure to comply with any of its obligations hereunder. Termination shall take place automatically, within fifteen (15) calendar days following receipt of an unsuccessful formal notice.

Conversely, the User has the right to unilaterally terminate this contractual relationship resulting from the GCU in the event that YesWeHack demonstrates serious and/or repeated failure to fulfil any of its obligations hereunder.

Such termination shall be accomplished by means of a notice. It will be done as of right, within fifteen (15) calendar days following the receipt of a formal notice that remained unsuccessful and without prejudice to the damages that YesWeHack or the User might request.

ARTICLE 14. SUB-CONTRACTING - ASSIGNMENT

YesWeHack reserves the right to have all or part of the services of the YESWEHACK platform subject to these GCU performed by any company of its choice as a subcontractor.

YesWeHack will inform the Users by email to the address given during registration in case of transfer or change of processor of the Bug Bounty service.

ARTICLE 15. CONFIDENTIALITY- END OF THE CONTRACT

YesWeHack has an obligation to keep confidential all information to which it has had access or which it may have had at its disposal in the context of the performance of the Contract, with the express exception of disclosure obligations to which the YESWEHACK platform would be subject by virtue of legal obligations or in the context of judicial or administrative proceedings.

Accordingly, YesWeHack shall not disclose such information to any third party for any reason whatsoever. This obligation of confidentiality applies to YesWeHack, its employees and the subcontractors for which it is responsible.

This commitment will last for the entire duration of this Contract and will continue beyond the end of this Contract occurring for any reason whatsoever, for as long as the confidential information has not fallen into the public domain by disclosure of the information by the User.

Unless otherwise specified, at the end of the contractual relationship for whatever reason, all information relating to the use of the service as part of a Bug Bounty Program, namely, data of any kind, including Personal Data but also the

Reports made by the Hunters, will be kept in accordance with legal obligations, such as under the Law for Confidence in the Digital Economy and the statute of limitations. After these time limits, it will be completely deleted from the YesWeHack databases and systems.

ARTICLE 16. HEADINGS - PERMANENCE- NO WAIVER

The fact of not invoking a breach of any of the obligations resulting from the GCU shall not be interpreted as a waiver of the obligation in question.

The nullity of any clause of GCU shall not affect the validity of the other clauses unless the annulled clause makes the continuation of the Contract impossible or unbalanced in relation to the initial agreements.

The headings at the beginning of each article are for the convenience of the reader only and may in no way be the pretext for any interpretation or distortion of the clauses to which they refer. In the event of difficulty of interpretation or contradiction between the content of a clause and its title, the latter shall be deemed to be unwritten.

It is expressly agreed between the Parties that the language governing this Contract is French. In the event of contradiction between the French GCU and the same translated GCU, the French GCU shall take precedence over those translated into a foreign language.

ARTICLE 17. NOTIFICATION

Any notification shall be made by e-mail to the e-mail address provided by the other party. Such notification shall be deemed to have been received on the first working day following receipt.

ARTICLE 18. SETTLEMENT OF DISPUTES - GOVERNING LAW - RELEVANT COURT

In the event of a dispute regarding the interpretation, formation, validity or execution of the GCU, YesWeHack and the Users expressly acknowledge that only French law is applicable.

In the absence of an amicable settlement, in the event of a dispute relating to the interpretation, formation, validity or performance of the GCU and failing to reach an agreement or a transaction, YesWeHack and the Users give express and exclusive jurisdiction to the appropriate courts within the jurisdiction of the Court of Appeal of Paris, notwithstanding a plurality of defendants or summary proceedings or third party claim or precautionary measure. In case of failure to comply with the obligation to attempt to resolve the dispute amicably, which remains the responsibility of the User, YesWeHack cannot be held liable in this respect.

APPENDIX A - PERSONAL DATA PROTECTION POLICY

The Personal Data that are communicated by the User are necessary for the use of the Site and/or the Services.

YesWeHack carries out processing on these Personal Data in its capacity as data controller, in accordance with Regulation (EU) 2016/679 of 27 April 2016 (General Regulation on Data Protection, hereinafter "GDPR") and Law N°78-17 of 6 January 1978 as amended. (1)

For the eWallet, YesWeHack processes the Personal Data relating to the User's manager that are necessary for the creation and management of the eWallet, as data controller jointly with MANGOPAY, also data controller, in accordance with Regulation (EU) 2016/679 of 27 April 2016 (General Data Protection Regulation) and Law N°78-17 of 6 January 1978 as amended. (2)

For the interpretation of the concepts related to the protection of Personal Data contained in this Appendix, please refer to the definitions in the Article 4 of the GDPR and to the definitions in the GCU.

1. Processing of Personal Data by YesWeHack as data controller

What data are collected by YesWeHack?

The Personal Data related to the User that are processed by YesWeHack are the following:

/User / Customer representative: Identifying Data (name, surname) ; Date of birth ; Nationality ; Country of residence ; - Email address ; Telephone No.

/User / natural person designated by the Customer (manager of the Bug Bounty Program): Identification data (surname, first name, username/pseudonym) ; Identifiers (Email address, password) ; Country.

What are the purposes and the legal basis of the processing carried out on these Personal Data?

Purpose of processing	Legal basis
Administration and technical and/or commercial management of the Site and Services ; Management of User accounts	Article 6-1(b) of the GDPR: Performance of contract
Management of the Site, Services and Program security (Legitimate interest : to ensure the proper functioning and security of the YESWEHACK's activity) ; Statistics on the activity of the YESWEHACK platform (legitimate interest: measurement and development of the YESWEHACK platform's activity on the basis of global indicators) ; Litigation management (legitimate interest: defence of YesWeHack rights) ; - Sending information about YesWeHack (such as events, news) and about its commercial offers corresponding to services similar to those already provided (legitimate interest: commercial development of YesWeHack).	Article 6-1(f) of the GDPR: Pursuit of legitimate interests, with due respect for the fundamental rights and freedoms of the data subjects
Management of requests related to the exercise of the rights granted to the data subjects by the processing of personal data.	Article 6-1(c) of the GDPR: Compliance with a legal obligation (especially Article 12 GDPR)

Who are the recipients of the Data?

The User's Personal Data is communicated to the authorised personnel of YesWeHack and its processors providing the Services in accordance with the provisions of the Master Service Agreement between YesWeHack and the Customer.

What is the retention period for data?

As part of the performance of these General Conditions of Use and for the management of the security of the Site, Services and Programs, the User's Personal Data is kept for the entire period that the account is open. They are kept for an additional period of 6 years (penal prescription in accordance with Article 8 of the French Code of Penal Procedure) as of the closure of the account. They shall be deleted at the end of this period.

For commercial communication, the User's e-mail address is kept for a maximum of 3 years from the last

contact with the User. It is deleted at the end of this period.

For statistical purposes, the data is kept for the entire period that the account is open.

The Personal Data necessary for the management of the dispute are kept until the exhaustion of the means of appeal.

Requests to exercise rights are kept for one year from the date of YesWeHack's response.

What are the rights of the Users?

Under the GDPR, Users have the following rights:

- /the right of access, rectification and deletion of Personal Data under the conditions provided for by the regulations (Articles 15 to 17 of the GDPR) ;
- /the right to limit the processing of this data under the conditions provided for by the regulations (Article 18 of the GDPR) ;
- /the right to the portability of data under the conditions provided for by the regulations (Article 20 of the GDPR) ;
- /the right to object to the processing of the data under the conditions provided for by the regulations (Article 21 of the GDPR) ;
- /the right to withdraw consent for the distribution of your information (exercised directly on the Site) ;
- /the right to lodge a complaint with the CNIL ;
- /the right to define directives allowing access to data in the event of death.

Requests relating to these rights can be made by email to the following address: privacy@yeswehack.com, specifying the subject of the request (the right in question) and attaching any supporting documents that allow the applicant to be identified (if necessary) or to certify the mandate in the event of representation.

2. Processing of Personal Data carried out by YesWeHack as joint data controller with MANGOPAY

YesWeHack and MANGOPAY as joint controllers of the processing of Personal Data have entered into a contract allowing them to frame their respective obligations with regard to the protection of the Personal Data collected and processed, in accordance with Article 26 of the GDPR.

The only data subject of this processing is the Customer's representative.

The commitments of YesWeHack and MANGOPAY for the protection of the Personal Data appear in the Appendix of the Contract between YesWeHack and the Customer.

The User designated by the Customer does not create an eWallet ; consequently, no Personal Data concerning him or her is transmitted to MANGOPAY and he or she is not concerned by this Article.

Are there cookies on YesWeHack?

YesWeHack does not use any cookies on the platform. The identification system is made by JWT signed token. DPO contact information: privacy@yeswehack.com