

# Terms & Conditions

## WIRA - Automated Security Scanner

Last updated 23 November 2020

Please read these Terms & Conditions (“**Terms**”) carefully prior to accessing or using our website scanner available at <https://wira.hacken.io> (the “**Service**” or “**Website Scanner**”). These Terms contain important information about your legal rights and obligations.

Note, by accessing or using the Service, you represent and warrant that you have read, understand, have the legal capacity to and hereby agree to be legally bound by and to comply with these Terms in full. If you do not agree with these Terms, please, do not continue to use the Service.

The Service is operated and owned by Hacken OÜ (reg. No. 14351915), registered at Kai tn 1-5M, Tallinn city, Harju county, 10111, Estonia (which we may refer to as “**Hacken**”, “we,” “us,” or “our”).

Our collection and use of personal data in connection with your access to and use of the Service is described in our [Privacy Notice](#).

*If you have any questions or comments about these Terms & Conditions or the Service, please contact us at [wira@hacken.io](mailto:wira@hacken.io).*

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## Entire agreement and admissibility

These Terms and any policies, including our [Privacy Notice](#) and any operating rules posted on the Service constitute the entire legally binding agreement and understanding between you ("**you**" or "**user**") and Hacken, governing your use of the Service ("**Agreement**"). Our [Privacy Notice](#) and other policies applicable to your use of the Service are incorporated by reference into this Agreement.

When you use the Service you hereby declare and warrant that:

- according to your local jurisdiction you are of legal age and eligible to enter into the Agreement;
- according to your local jurisdiction you have no restriction to use the Service;
- in case you use the Service on behalf of a legal entity, you are eligible to bind this legal entity and grant us all permissions and licenses under these Terms, disclose information about this legal entity;
- you comply with these Terms and all applicable laws and regulations.

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

## **WIRA Automated Security Scanner**

**WIRA** is an automated solution intended to detect the vulnerabilities in the website's security system, including, without limitation malfunctioning authentication and access control, sensitive data exposure, security misconfiguration, cross-site scripting, etc. As a result of purchasing our services you will get a comprehensive risk assessment report.

To use the Website Scanner you must provide the website URL and pass the verification procedure by adding a TXT record to your DNS records to prove the domain ownership.

You must provide accurate, current and complete information during the use of the Service.

By using the Website Scanner and applying for the risk assessment report you hereby declare and warrant that:

- you are duly authorized to use the Service and to grant us all permissions necessary to scan the indicated website;
- you agree that we may process technical and related information as contemplated by the Service for the purpose of providing you with the risk assessment report;
- you use the Service solely for the internal business purposes;
- you do not violate any third party's rights or threaten the security of any third-party website; and
- you will not use the Service and risk assessment report for illegal purposes.

Please note that we may contact you to provide support and detailed instructions or request additional information by using the email indicated by you.

## **Service Fee**

Your use of the Service may be subject to the Service fee payable in accordance with the rate indicated on the Service at the time of purchase.

All fees will be invoiced in advance and are not refundable upon receipt of a risk assessment report.

We reserve the right to periodically review the prices and payment terms. Therefore, in case you do not pay the Service fee as invoiced within 24 hours, the different rate may apply.

Please note, if your local currency is different from the currency in which the prices are quoted, your bank will apply the exchange rate applicable per the date of purchase, which is beyond our control.

The Service fee is not applicable to the users applying a valid discount coupon received from Hacken.

## **Content and intellectual property rights**

The Service is owned and controlled by Hacken. Unless otherwise agreed in writing, all materials in the Service, including text, graphics, software, information, images, designs, trademarks, logos, photographs, video, sounds, music, any other materials and the intellectual property rights in such materials (collectively, the “**Content**”) belong to Hacken or is included in the Service with the consent of the owner.

Subject to your compliance with this Agreement and the Terms, Hacken grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable, worldwide license to:

- use the Service in the manner provided for in these Terms;
- access and use the Content made available in or through the Service and granted by Hacken for the purposes laid down in these Terms.

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

### **Under this license you may not:**

- sell, lease, rent, license, sublicense, redistribute, assign or grant the Service;
- (decompile, disassemble, or reverse engineer the Service, in whole or in part;

- write or develop any derivative software, make attempt to derive the source code of, modify, or create derivative works of the Service, any updates, or any part or any other software program based upon the Service;
- provide, disclose, divulge or make available to, or permit use of the Service by any third party without Hacken's prior written consent; or
- copy the Service.

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

Hacken may provide upgrades, modifications, updates, or additions to the Service during the term of this license. The terms of this license shall be applied to any such modification unless it is accompanied by a separate license.

It is understood and agreed that Hacken is the owner of all right, title, and interest in and to the original, and any copies of the Service and related information, improvements, enhancements or derivatives thereto and ownership of all intellectual property rights pertaining thereto, in whole or in part, shall be, vest with, and remain the exclusive property of Hacken.

You, as licensee, through your downloading, installing, or use of the Service do not acquire any ownership rights to the software. You agree not to change or delete any ownership notices from materials downloaded or printed from the Service.

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

## **Third-party services and websites**

The Service may contain links to other websites or services governed by third parties that Hacken does not control.

We are not responsible for the content and services offered through those or any other websites, as well as for any losses, damages or other liabilities incurred as a result of your use of any third-party websites or services.

You acknowledge that other terms of use and privacy policies may apply to your use of such third party websites, services and content.

## **Warranties and disclaimers**

The services and content provided through the Service are provided “as is” and “as available”. To the fullest extent permitted by law, Hacken explicitly disclaims all warranties, express or implied, regarding the Service, content and any services you may obtain or access through the Service, including, but not limited to, implied warranties of title, merchantability, fitness for a particular purpose and non-infringement of intellectual property rights.

We will maintain appropriate administrative, physical, technical and organizational measures that provide an appropriate level of security for provision of our services. However, we shall not be held responsible for the consequences of your access to or use of the risk assessment report, as well as for such access and use by any unauthorized third party due to your failure to maintain its confidentiality.

Hacken does not guarantee that the Service will be uninterrupted or error-free, that any defects will be corrected, or that the Services are free of viruses or anything else harmful.

Hacken is not responsible if any information, statistics, statements or other materials available on or through this the Service are inaccurate or incomplete, as well as for typographical errors or omissions relating to pricing, text or graphics. We are not making any promises of any kind, including about the accuracy, adequacy, usefulness, reliability, legality or otherwise of the Service and the Services.

## **Limitation of liability**

In no event shall Hacken, its directors, members, employees, business partners or agents be liable for indirect, incidental, special, exemplary, punitive or consequential damages, including lost profits, lost data or property damage related to, in connection with, or otherwise resulting from your use or inability to use the Service, any transaction made through the Service, including, without limitation, any damages caused by or resulting from reliance by a user on any information obtained from Hacken, or that result

from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, even if Hacken has been advised of the possibility of such damages.

We will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

The foregoing limitations of liability do not apply to the extent prohibited by law. Please refer to your local laws for any such prohibitions.

If any part of the warranty disclaimers or limitations of liability is found to be invalid or unenforceable for any reason or if we are otherwise found to be liable to you in any manner, then our aggregate liability for all claims under such circumstances for liabilities, shall not exceed the Service fee paid by you to Hacken in the past 12 months.

## **Indemnification**

You agree to defend, indemnify and hold harmless Hacken, its officers, directors, employees, business partners and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from: (i) any breach by you of any of these Terms, (ii) your use/misuse of materials, content or features available on or obtained through the Service or (iii) a violation by you of applicable law or any agreement or terms with a third party to which you are subject.

You also agree to reimburse Hacken for any damage, loss, cost or expense Hacken incurs (including fees or costs of attorneys, accountants, professional advisors, and other experts incurred in connection with the defense or settlement of the foregoing) because of your use of the Service for any unlawful or prohibited purpose.

Hacken reserves the right to handle its legal defense however it sees fit, including instances when you are indemnifying us. Therefore, you agree to cooperate with us so we execute our strategy.

## **Applicable law and dispute resolution**

Except as otherwise set forth in these Terms or any policies, these Terms shall be exclusively governed by and construed in accordance with the laws of Estonia.

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

Any dispute, conflict, claim or controversy directly or indirectly arising out of or in connection with the Service or these Terms, including, those relating to its validity, its construction or its enforceability shall be resolved by means of amicable negotiations directly with Hacken team in accordance with the principles of good faith and cooperation.

If the consensus may not be reached by the negotiations, the dispute shall be settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall take place in Tallinn, Estonia. The arbitration shall be conducted and the arbitration award shall be given in the English language.

All claims shall be brought within one (1) year after the claim arises, except to the extent a longer period is required by applicable law.

## **Electronic communications**

While using the Service you understand and agree that we may send you communications or data from the Service via e-mail, including but not limited to (i) notices and alerts about the services requested by you; and (ii) updates and information or materials regarding these Terms, the Services and transactions in which you are involved via use of the Service.

Note, however, that some email messages may be more “commercial” in nature than others, as they may advertise a feature of the Service or our merchandise or a product or service in which we believe you may be interested, or may otherwise discuss a marketing campaign or promotion offered by Hacken.



We will give you the opportunity to unsubscribe from receiving these commercial emails from us by following the instructions provided in such message(s).

## **Termination**

*Termination by Hacken.* We reserve the right, at any time at our sole discretion, to: modify, suspend or discontinue the Service, the Services, content, features or offers through the Service, with or without notice; and/or offer or cancel opportunities to some or all users of the Service. You agree that we shall not be liable to you or to any third party should any of the foregoing occur with respect to the Service.

Hacken reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of these Terms, including, without limitation, the suspension or termination of your access. Hacken may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong.

*Termination by you.* You may terminate this Agreement at any time by no longer accessing or using the Service. All licenses granted in these Terms will immediately terminate. We may delete all data associated with your use of the Service and activity from our servers without liability or obligation to you.

## **Other terms**

We may transfer our rights and obligations under these Terms to a third party, but this will not affect your rights or our obligations hereunder. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

We reserve the right, at any time at our sole discretion, to modify these Terms. In case of material changes affecting your use of the Service, we'll notify you prior to the changes' effective date by posting a notice on the Service or sending you an email. If you continue to use the Service, you agree to the updated version of these Terms.

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

## Questions and contact information

If you have any questions or comments about these Terms & Conditions or the Service, please contact us by:

Emailing us at: [wira@hacken.io](mailto:wira@hacken.io).

Writing to the following address: Kai tn 1-5M, Tallinn city, Harju county, 10111, Estonia.