

# Terms of Service

These Terms of Service (“**Terms**”, as fully defined below in the “Definitions” section) apply between you, whether personally or on behalf of an individual or a legal entity (“**Customer**”, “**You**”, “**Your**”) and LAOLAB CYBER SECURITY - L.L.C, a UAE entity with Trading License Number CN-5076043, Media License Number 9869682 (“**Laolab**”, “**We**”, “**Our**”, “**Us**”), concerning Your access and use of the Services (as defined below) made available by Laolab through its website and/or any other means as per Your Subscription and Plan. These Terms and Your Plan constitute the Agreement (as more defined below).

If You are accepting these Terms and entering into the Agreement on behalf of another individual, a company or other legal entity, You represent and warrant that You have full authority to bind that individual, company or legal entity to the Agreement. Accordingly, “Customer” and “You/Your” refer to the person or legal entity that you represent.

Please read these Terms carefully before using the Services. By clicking the “**ACCEPT**” button at the end of the Sign Up for an Account procedure of Our website, You acknowledge that you have read, understood, and agreed to be bound by the Agreement, as amended from time to time and any additional terms incorporated herein by reference, including, but not limited to, the [Privacy Policy](#). If You do not agree to these Terms, You must stop using the Services or accessing Our website immediately.

We may have supplemental terms and conditions related to specific products and services and that We may post on Laolab’s website from time to time. These supplemental terms and conditions are incorporated in the Agreement by reference.

On Laolab’s website, We may add links to third party websites. Such third party is not a party to the Agreement, and any applicable terms and conditions between You and such third party are separate and independent of the Agreement.

Capitalized terms used in these Terms that are not defined in the text shall have the meanings set forth in the “Definitions” section at the bottom of this document.

## 1. Purpose of the Services

You acknowledge that:

- 1.1. the purpose of the Services is, as per Your Plan, to monitor and enhance the security of Your applications' Internet-facing assets (Surface Monitoring) and/or strengthen the security of Your Attack Surface (Application Scanning);
- 1.2. in order to achieve the Purpose, Laolab may, upon Your prior authorization, when performing a Scan, among other things, perform crawling, fuzz testing, authenticated testing, deploy test script, open-source intelligence (OSINT) scanning and the results testing and introduce other intrusive and non-intrusive penetration tests for the limited purpose of revealing security vulnerabilities in Your Systems ("**Purpose**"). You agree and acknowledge that the provision of the Services, including performance of the Scans, in accordance with this Agreement, may lead to detrimental impact on Your Systems and is made solely at Your own risk, and that You are responsible for the initiation of all Scans and the outcome of the Scans and for any inconveniences, interruptions or other negative consequences thereof.

## **2. Your Use of the Services**

- 2.1. Your use of the Services is subject to Your adherence to the Agreement and the applicable laws. Each Service You avail of is intended for Your use only as per Your registration and Your Plan. You understand and agree that allowing others to use Your account with Us is strictly prohibited.
- 2.2. You undertake that You have full rights and authorizations to use the Services on behalf of a third party (whether individual or a legal entity). If You are subscribing to the Services on Your behalf, You understand that the minimum age for availing the Services, is 18 years old. If You are under 18 years old, You must refrain from accessing Laolab's website and using the Services.
- 2.3. Subject to these Terms and Your Plan and payment of all applicable fees, Laolab grants You a non-exclusive, non-transferable, non-assignable and limited right to use the respective Service(s) during the Subscription term for Your own business purposes only as per the Agreement. You are authorized to permit use of the Services to (a) Your own employees, (b) Your Affiliates and their respective employees, and (c) any third-party consultants performing services as independent contractors or subcontractors on Your behalf and/or on behalf of Your Affiliates, solely for the purpose of providing such services to You and/or Your Affiliates. The license granted to You, does not include any resale or commercial use of

any of the Services, or its content, or any derivative use of any of the Services. You agree and undertake that You will not lease, lend, sell, re-distribute or sub-license any right granted to You under this Section 2, nor will You have the right to download, copy or other use of the Services for the benefit of a third party. Under this license, You may make personal and non-commercial use of the Services and only for the intended Purpose. We, or Our licensors, reserve and retain any rights not expressly granted to You in the Agreement.

- 2.4. You undertake that You will not use the Services for any Prohibited Activity or in connection with Prohibited Content You further undertake that You will not use the Services in a manner that will violate any applicable laws.

### **3. Consequences of Your Prohibited Use**

- 3.1. By providing You with the Services, Laolab disclaims any obligation to pre-approve or continuously monitor any activity or content by You. The mere fact that You have been granted access to Laolab's Services does not waive Laolab's right to claim a breach by You of these Terms, including its Prohibited Activity and/or Prohibited Content provisions.
- 3.2. If We become aware of or discover that Your use of the Services, Your activities or content are or may be harmful to Us, Our customers, or other internet users and are causing or may cause harm, we reserve the right to take any action we deem necessary, such as immediately suspending or terminating the Services. Accordingly, We will invoice You any due amounts. You agree that payment of the due charges does not constitute a remedy to Your breach mentioned above. You agree that You will be responsible and will bear any risks and costs related to the consequences of Your breach. In such case, You undertake to indemnify and hold Laolab and its representatives, employees, officers, directors and shareholders harmless for any losses, liabilities, damages, costs, expenses (including reasonable legal fees) and charges arising out of or in relation to any breach of the Agreement.

### **4. Results of the Services**

- 4.1. Upon completion of a Scan, the findings and insights will be generated into the Results (as defined below). The Results are Your Customer Data. Application Scanning reports will be retained for a period of time of Your choosing on the Service platform or otherwise twelve (12) months by default, or until You request Your account to be removed, whichever happens first. However, Laolab reserves the right to store and freely use

anonymized and aggregated data generated from Your use of the Services even after such a period of time.

## **5. Authorization and Acceptable Use**

5.1. You shall, and shall procure that Your Affiliates (a) obtain all necessary authorizations, approvals and permissions to use the Services in relation to the relevant System; (b) use the Services in full compliance with this Agreement including its Prohibited Activity and Prohibited Content provisions; (c) be responsible for any acts or omissions by Users; (d) use the Services in accordance with all applicable laws and government regulations (including any local laws to which You are subject); (e) not make the Services available to any unauthorized third party, and promptly inform Laolab in the event of any suspected unauthorized access to or use of the Services; (f) not create or attempt to create any substitute service or service similar to the Services, by use of, reference to or access to, the Services or any of Laolab's Intellectual Property Rights; (g) not sell, lend out, lease, transfer, assign, sublicense, distribute or permit access or use of the Services, or any part thereof, to any third party without Laolab's prior written approval; (h) not interfere with, or disrupt the integrity or performance of the Service or any third party data contained therein; (i) not attempt to gain unauthorized access to the Services or its related systems or networks; and (j) not decompile, disassemble, or reverse-engineer the software included in the Services, subject to what follows from applicable law.

## **6. Suspension of Services**

6.1. Laolab may, at no liability whatsoever on Laolab, suspend, restrict, block Your, Your Affiliates' or an individual Users' access to and use of the Services (in whole or in part) immediately, if, in Laolab's reasonable opinion, You, Your Affiliate's or any User's use of the Services (a) poses a threat to the security, availability or integrity of the Services or any other customer environment, (b) is in violation of the Agreement, including the Prohibited Activity and Prohibited Content provisions hereof or Your Plan or any applicable law governing the use of the Services, or (c) poses a legal or third-party liability risk for Laolab. Where legally possible, We will notify You about such suspension, restriction, block or cancellation and explain the actions and steps that You need to take to correct the issue (where applicable). Laolab shall limit the suspension disabling only such component, use or access to the Service(s) that is unauthorized according to the provisions of these Terms. Laolab shall promptly reinstate the Service(s) for the relevant Customer, Customer Affiliate or User, when the

underlying cause is remedied. If not, then Laolab, shall have the right to terminate the Agreement, at no liability whatsoever on Laolab. If Your Services are suspended, restricted, blocked or terminated, You may be liable for any pending due amounts or for reasonable costs or expenses incurred as a result. You agree and undertake to Us to settle all these due amounts as will be requested by Us.

## **7. Warranties**

- 7.1. Laolab represents and warrants to You that (a) it has the right to grant the licenses and other rights relating to the Services provided under this Agreement; (b) the Services will conform in all material respects to the features, functionality and other specifications or requirements for the Services set forth in the supporting materials (FAQ, etc.) published by Laolab at Laolab's website, as updated from time to time; and (c) any professional services provided by Laolab will be performed in a diligent, timely, professional and workmanlike manner in accordance with prevailing industry standards and practices.
- 7.2. Subject to the representations and warranties provided in Section 7.1, Laolab expressly disclaims all other warranties and representations to the fullest extent possible under applicable laws, whether express, implied, or statutory, including without limitation any implied warranties of suitability, reliability, availability, merchantability, title, fitness or accuracy of the information, software, products and services contained on Our website and availed by You as part of Your plan. Laolab specifically makes no warranty that the Services shall be free from defects or interruptions of use or that the Services will be one hundred percent successful in identifying all possible security vulnerabilities. Without limiting the above, Laolab does not warrant that (a) the Services will meet Your requirements or (b) that the operation or Result of the Services will be free from interruptions or errors and/or (c) all insecurities and/or vulnerabilities of Your System existed at the time of scanning will be detected. You acknowledge and agree that by using the Services You simulate a real system intrusion and You are aware of and take full responsibility for any consequences thereof, including any consequences attributable to the use of the information contained in Reports generated as part of the Services.

## **8. Modifications to the Services**

- 8.1. The content, functionality and features of the Services may change over time as Laolab continuously enhances and updates the Services. Subject to Your termination rights as set forth in Section 19.2, Laolab will notify You in writing no later than fourteen (14) days before making any material

changes to the Services. Without limiting the generality of the foregoing, Laolab reserves the right to delete or disable content or functionality of the Services in the event of any claims based on alleged infringements of any third-party Intellectual Property Rights.

## **9. Security**

- 9.1. Laolab's Service is subject to security measures in line with best industry practice and Laolab will take reasonable steps and precautions against security breaches. Laolab will maintain appropriate technical and organizational measures to protect any data and information, including personal data and Confidential Information, that it collects, accesses, processes or receives from You within the scope of the Services against unauthorized or unlawful transfer, processing, alteration or access and against accidental loss, damage, processing, use, transfer or destruction.
- 9.2. Laolab shall notify You immediately, but no later than 72 hours, or such shorter time period as may be required under applicable law, after becoming aware of any security breach or potential security breach which affects Your Services or Your business or Systems. Each of Laolab and You shall use commercially reasonable efforts to cooperate with one another to address or remediate any such security breach or potential security breach.

## **10. Personal Data Processing**

- 10.1. For the avoidance of any doubts, Laolab is the data controller for all personal data relating to Service User accounts (such as name, email and phone number, etc.). Laolab will process such personal data in accordance with applicable data privacy laws and Laolab's [Privacy Policy](#).

## **11. Communication**

- 11.1. You understand and agree that when You use the Services, or send emails, text messages or communicate with Us, You will be communicating electronically with Us. Accordingly, You agree to receive electronic communication from Us, such as e-mail, texts, mobile push notices, or notices and messages on this site or through the Services. You also agree that all agreements, notices, disclosure, and other communications that We provide to You electronically satisfy any legal requirement that such communications be in writing. You also agree that We may monitor Your use of the Services and record Your calls made to customer care for training, financial-control, quality-control and regulatory or legal purposes. For this, You authorize Us to monitor and record Your communications for use in business practices such as quality control,

training, ensuring effective systems operation, prevention of unauthorized use of Our telecommunications system and detection and prevention of crime.

## **12. Your Plan**

- 12.1. You may access the Services by choosing a Trial Scan or one of the Subscriptions. Access to some of the more advanced subscription level(s) may be granted upon our approval of Your request. To grant such access, we may request from You additional proof of Your authorization and/or other relevant documents at Our discretion.

## **13. Links to Third Party Sites**

- 13.1. Our website may contain links to other websites. We have no control whatsoever on these linked sites and we will not be responsible and liable to You for the content or Your use of these sites. This also applies to Our Privacy Policy that does not apply to any collection and processing of Your personal data on or through such third-party sites.

## **14. Prices and Payment Terms**

- 14.1. In consideration of the provision of the Services and the licenses granted hereunder, You shall pay the fees for the Services, as specified on Laolab's website. The fees amount depend on the Plan You choose. Laolab reserves the right, for any reason, to update the fees for any Service at any time. If We update the fees, We will notify You at Your registered contact details. If You disagree with the revised fees, You may choose not to use the relevant Service. If You proceed with using such Service, You acknowledge that You have accepted the revised fees and We will not reimburse You any fees which You have accepted.
- 14.2. Unless otherwise specified by Laolab, all prices and charges are exclusive of tax, levies, or similar governmental charges that may be assessed by any jurisdiction, including without limitation, any export, or local VAT, lease tax, sales, use of goods and service tax and excise duty.
- If You are paying by credit (bank) card: Subscription fees are payable and drawn in advance from Your account for the Subscription Term, as specified in Your Subscription. License upscale fees will be drawn for the remainder of the Subscription Term once ordered by You. We use services of third-party online payment providers that will store Your credit (bank) card details and be responsible to fulfill the payment obligations. We will not be responsible and liable to You and You will not claim Laolab for any loss or damage that You may incur as a result of paying by credit (bank) card. The responsibility is solely on the third-party payment provider.

When You add Your credit (bank) card details We, through Our third-party online payment provider will charge Your card an amount as a pre-authorization to verify that the details You have entered are valid. The transaction is immediately cancelled when we have verified Your details. Each time You pay using Your credit (bank) card, You irrevocably authorize Us to debit Your account (as registered with Us) by the amount due to Us under Your Subscription.

- 14.3. Your right to use third-party payment service provider is governed by the agreement between You and such third-party service provider. You understand and agree that these Terms shall not govern any part of the relationship between You and the third-party payment service provider. Laolab shall not be responsible and shall have no liability, of any nature whatsoever, for the issues or disputes that You may face with the third party service providers such as, but not limited to, loss of or delay in payments.
- 14.4. If You are paying by invoice the payment will be made for the specified Subscription Term in advance as stated in Your Subscription. All undisputed invoices shall be paid within thirty (30) days of the date of Laolab's invoice. You shall provide Laolab with your updated billing information prior to the start of Your Subscription Term. Laolab reserves the right to charge interest for late and non-disputed payments according to applicable legislation.
- 14.5. Laolab reserves the right to charge You separately for Overuse of the number of licenses granted in Your Subscription.

## **15. Intellectual Property Rights**

- 15.1. All Intellectual Property Rights subsisting in, and relating to or arising out of the Services, including all data compilations, digital downloads, graphics, software, technology and content, are owned by and vest in Laolab and/or its licensors, including all developments and enhancements made to the Services. You acknowledge and agree that no rights, title, or interest in or to the Services or any related Intellectual Property Rights of Laolab are assigned or transferred to You under this Agreement except for the limited use rights granted in Section 2.
- 15.2. The Results generated under the Agreement are Your Customer Data and shall be owned by You, however excluding any Intellectual Property Rights of Laolab included therein (including but not limited to software, copyrighted works, know-how and trade secrets, such as attack vectors and payloads). You may only use such Intellectual Property Rights of Laolab for the purpose of handling any identified security gaps in Your Systems.



- 15.3. You undertake not to reproduce, duplicate, copy, sell, resell, lease, lend, re-distribute, sub-license or otherwise exploit for any commercial purpose any of the Services or any right granted to You under this Section 15.
- 15.4. You grant to Laolab a non-exclusive, sub-licensable, royalty-free, worldwide, perpetual and irrevocable license to freely use any data generated as a result of Your use of the Services, in anonymized and aggregated form only, for commercial purposes including sharing with any third parties, provided that Your confidentiality is maintained, and such material is disclosed in a form which is not capable of being reverse engineered.
- 15.5. If You submit feedback about the Services to Laolab, including comments and ideas on how to improve the Services, all such feedback will constitute Confidential Information of Laolab and will be the sole and exclusive property of Laolab. You hereby irrevocably assign and transfer to Laolab all Your rights, title and interest in and to all feedback including all Intellectual Property Rights therein.
- 15.6. You understand and agree that by giving Us the right to use such Intellectual Property, We have the right to use, copy, distribute, display, distribute, modify, translate, change format, incorporate into advertisements and other works, promote, create derivative works, and in the case of third-party services, allow their users and others to do the same. You also agree to grant Us the right to use the name or username that You submit in connection with the Services. You agree to irrevocably and without any condition waive, any claims and demands against Us, any third-party services in relation to any Intellectual Property You submit by using the Services.
- 15.7. You undertake to Us not to violate any of Our Intellectual Property Rights.

## **16. Confidentiality**

- 16.1. A Party receiving Confidential Information (the “**Receiving Party**”) from the other Party (the “**Disclosing Party**”) shall keep Confidential Information strictly confidential and not disclose such Confidential Information to any third party without the Disclosing Party’s prior written consent. The Receiving Party shall ensure that the Confidential Information is treated and stored carefully and appropriately so that the Confidential Information is not inadvertently made available to any third party or otherwise disclosed in breach of the Agreement.
- 16.2. The Receiving Party may only use the Confidential Information for the purpose of complying with the Agreement and undertakes not to use the Confidential Information for any other purpose whatsoever.

- 16.3. The Receiving Party may disclose the Confidential Information only to its Representatives that have a direct need to know it. The Receiving Party shall procure that such Representatives are bound by no less extensive obligations than those set out in these Terms. The Receiving Party shall be liable to the Disclosing Party pursuant to the provisions set forth in these Terms for any breach by its Representatives.
- 16.4. The Receiving Party may not copy, make transcriptions or recordings or in any other way reproduce or duplicate any document or other medium containing Confidential Information, without the Disclosing Party's prior written consent.

## **17. No Unlawful or Prohibited Use**

- 17.1. You warrant to Us that You will not conduct or facilitate illegal or unlawful activities. In this regard, You will not use the Services for any purpose that is unlawful or prohibited by this Agreement. You may not use Our website in any manner that could damage, disable, overburden or impair the website or interfere in any party's use and enjoyment of the website.

## **18. Term**

- 18.1. The term of the Agreement shall commence upon the date You signed up for the Services online or when We grant You access to the advanced subscription level(s) and, unless earlier terminated as provided herein, shall continue for the Subscription Term as set out in Your Subscription. The Subscription Term will automatically renew for successive terms equal in duration to the initial Subscription Term, unless You notify the third party payment system in writing 30 days before the expiration of the then-current Subscription Term that You do not wish to renew the Services for an additional Subscription Term.

## **19. Termination for Cause**

- 19.1. Without prejudice to Our rights to terminate the Agreement immediately as mentioned in these Terms, either Party may terminate the Agreement without further notice, if the other Party materially breaches the terms of the Agreement and does not remedy such breach within thirty (30) calendar days of the date on which breaching Party receives written notice of such breach from the other Party. Additionally, either Party may terminate the Agreement without liability to the other Party, if the other enters into compulsory or voluntary liquidation, winding up, ceases for any reason to carry on business, or takes or suffers any similar action that the other Party reasonably believes will materially impair its performance under the Agreement (including payment of fees).

- 19.2. You may terminate the Agreement with immediate effect upon written notice to Laolab, if Laolab changes the Services according to Section 8 above in a way which constitutes a material adverse change of the Services (in Your reasonable opinion). Your notice of termination shall be given within two (2) weeks of Laolab's notice of the material adverse change.
- 19.3. Laolab may terminate the Agreement with immediate effect upon written notice to You, if a suspension event according to Section 6 above has lasted for more than thirty (30) days without being remedied by You.
- 19.4. You understand and agree that no court order is required to terminate this Agreement.

## **20. Effects of Termination**

- 20.1. Where You have terminated the Agreement for material breach by Laolab pursuant to Sections 19.1 or 19.2 above, You shall receive a pro rata refund of any prepaid and unused fees from Laolab.
- 20.2. Where Laolab has terminated the Agreement subject to Sections 19.1 or 19.3 above, any amount owed or due to Laolab shall be immediately payable and You shall not be entitled to any remuneration or compensation from Laolab.
- 20.3. Further, upon the termination of this Agreement for any reason: (a) Your rights hereunder shall terminate; and (b) each Party shall upon request return (or at the other Party's option, destroy) any and all Confidential Information in that Party's possession or control to the other Party within fourteen (14) days, with the exception of confidential information stored in back-ups or archives and which cannot without significant efforts be retrieved or that a Party is required to retain due to legal and/or regulatory obligations.

## **21. Indemnification**

- 21.1. Laolab shall defend, indemnify and hold harmless You and Your representatives and employees from and against all costs, damages, losses and expenses, including reasonable attorneys' fees and other legal expenses, arising from any third-party claim that use of the Services as expressly permitted herein violates any third-party Intellectual Property Rights.
- 21.2. You shall defend, indemnify and hold harmless Laolab and its representatives, employees officers, directors and shareholders from and against all costs, damages, losses and expenses, including reasonable attorneys' fees and other legal expenses, arising from any third-party claims that: (a) Your use of the Services, in violation of the terms of this

Agreement, infringes any third-party rights, including without limitation, infringement or violation of any third-party Intellectual Property Rights or privacy rights; (b) You do not hold all necessary authorizations, approvals and permissions necessary for lawful use of the Services, including to conduct Scans; or (c) Your use of the Services is in any other way in breach of the acceptable use of the Services as set out in these Terms.

## **22. Liability**

- 22.1. If you breach this Agreement in any manner, You agree that You will be responsible and will bear any risks and costs related to the consequences of such breach. In such case, You agree that You will indemnify and hold Us and our employees, officers, directors, representatives and shareholders harmless for any losses, liabilities, damages, costs, expenses (including reasonable legal fees) and charges arising out of or in relation to any third-party claim to the extent such claim relates to any breach of the agreement.
- 22.2. We will not be responsible and liable to You for any loss of revenue, loss of profits, loss of anticipated savings, loss of business, loss of business opportunity, loss of goodwill, business interruption, or for data loss or data corruption, or for any indirect, punitive, special, incidental or consequential loss, even if We have been advised of the possibility of such damages or losses, provided that Laolab has provided the Services in accordance with the Agreement.
- 22.3. In no event shall Laolab be liable to You or Your Affiliates for any direct or indirect damages resulting from Your or Your Affiliates' use of the Services, provided that Laolab has provided the Services in accordance with the Agreement.
- 22.4. In no event shall Laolab be liable for the accuracy or availability of any integrated services or products provided by third parties.
- 22.5. You undertake to indemnify and hold Laolab, its representatives, employees, officers, directors and shareholders harmless for any losses, liabilities, damages, costs, expenses (including reasonable legal fees) and charges arising out of or in relation to any claim, allegation, proceeding or action relating to Your Intellectual Property Rights by using the Services.
- 22.6. Nothing in these Terms or the Agreement shall operate to exclude or restrict either Party's liability for (a) any damage caused by wilful misconduct, gross negligence, or fraud; or (b) the specific indemnity undertakings made by a Party under Section 21 of this Agreement.
- 22.7. If the UAE laws establish that We are responsible and liable to You for a claim, Our total liability shall for any claim be limited to one hundred

percent of the total fees paid or payable by You under the Agreement in the contract year in which the breach occurred, or limited to:

- 22.7.1. Five thousand United Arab Emirates Dirham (AED 5,000.00), for all claims within such contract year in which the breaches occurred, or
- 22.7.2. Thirty thousand United Arab Emirates Dirham (AED 30,000.00), for all claims within such contract year in which the breaches occurred, in case You are an *'Enterprise'* Plan subscriber.

## **23. Assignment**

- 23.1. Neither Party may assign or otherwise transfer this Agreement without the other Party's prior written consent, which will not be unreasonably withheld; provided, however, that either Party may transfer this Agreement to an Affiliate or to a third party in connection with a merger, sale of all (or substantially all) of its shares or other ownership or a corporate reorganization upon prior written notice.

## **24. Force majeure**

- 24.1. Neither Party shall be liable for failure to fulfil any obligations under the Agreement, when this is due to any event beyond the reasonable control of a Party and which were not foreseen at the time of execution of the Agreement, and which could not have been prevented or its effects avoided by use of reasonable actions, such as, explosion, fire, storm, earthquake, flood, drought, riots, strikes, civil disobedience, sabotage, terrorist acts, civil war or revolutions, war or government action ("**Force Majeure**"). Each Party will use commercially reasonable efforts to undertake all necessary and reasonable actions within its control in order to limit the extent of the damages and consequences of Force Majeure. The Party affected by such Force Majeure shall immediately inform the other Party in writing of the beginning and the end of such occurrence. If an event of Force Majeure continues for a period of thirty (30) days or more, either Party may, upon written notice to the other Party, terminate this Agreement without any further liability on the part of either Party, except to pay for Services already supplied.

## **25. Modification of the Terms**

- 25.1. Laolab reserves the right to revise these Terms for any reason, of which the current version will be available on Laolab's website. The revised Terms will be effective once made available on Our website. Laolab will notify its customers of any major changes to the Terms, such as when Your rights and/or obligations will significantly change. If You disagree with the changes, You should cease using Our Services and terminate the Agreement by contacting Your Laolab customer contact or

support@laolab.org. If You continue using the Services after any changes take effect and You don't request the termination of the Agreement, You agree that this signifies Your acceptance of the revised Terms. We will communicate the changes to You via the digital channels.

## **26. Notices**

- 26.1. Any notice or other communication under the Agreement shall be in writing and shall be sent by letter or e-mail to Your address as registered in Our records and shall be deemed to have been effectively given: (a) at the time it is sent, if sent by email (unless the sender receives an automated message that the email has not been delivered); or (b) two (2) business days after the day it is sent, if sent by recommended mail. You acknowledge that it is Your responsibility to keep Your contact details updated in Our system. Notices sent to the last email address You provided will be deemed delivered and received.
- 26.2. Notices to You shall be sent to the contact person and email address stated on Your Subscription account. Notices to Laolab shall be sent to: Al Danah E5, Dar Al Salam building, office #619, Abu Dhabi, and at [support@laolab.org](mailto:support@laolab.org).

## **27. Miscellaneous**

- 27.1. The Agreement between You and Laolab constitutes the entire agreement between the Parties with respect to its subject matter and supersedes any previous agreement, proposal, correspondence or communication whether written or oral relating to that subject matter as well as any previous or simultaneous customer purchase order to the extent it includes terms conflicting with these Terms.
- 27.2. Nothing in the Agreement is intended to, or shall be deemed to, establish any employment relationship, partnership or joint venture between the Parties, constitute any right to act as an agent of the other party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 27.3. A waiver of any right or remedy under the Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. No failure or delay by a party to exercise any right or remedy provided under the Agreement shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

- 27.4. All provisions of the Agreement that can be reasonably interpreted as surviving upon the full performance, expiry, termination or avoidance of the Agreement shall survive said performance, expiry, termination or avoidance.
- 27.5. If any provision of the Agreement is or becomes invalid, illegal or unenforceable in whole or in part it shall not affect the validity and enforceability of the rest of the Agreement.

## **28. Governing Law and Dispute Resolution**

- 28.1. This Agreement shall be governed by and construed in accordance with the substantive laws of the United Arab Emirates, without regard to its provisions concerning choice of laws.
- 28.2. Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination, or invalidity thereof, shall preferably be resolved through negotiations between the Parties.
- 28.3. Where the Parties have failed to resolve the dispute within thirty (30) days of it having been referred to negotiations, the dispute shall be finally settled by the courts of the Dubai International Financial Centre (DIFC).
- 28.4. Notwithstanding what is set forth above, Laolab shall be entitled to commence proceedings before a court of general jurisdiction or any enforcement authority to demand payment of non-paid fees which have not been disputed by a Customer within forty-five (45) days of the payment due date.

## **29. Definitions**

**“Affiliate”** means any entity that directly or indirectly controls, is controlled by, or is under common control with such party, where control means the possession, directly or indirectly, of the power to direct or cause the direction of the management or the policies of an entity.

**“Agreement”** means these Terms and Your Plan executed hereunder, and any schedules or additional terms referenced to in these Terms.

**“Application Scanning”** means the software as a service (SaaS) based external Attack Surface management service made available by Laolab that enables You to scan Your Attack Surface for vulnerabilities.

**“Attack Surface”** means apex domains and their subdomains, including other domains and IP-addresses such domains point to, and all associated information, such as but not limited to DNS records, open ports and applications and services run on them. For the

avoidance of doubt, other domains that Your domain(s) point to may be owned by a third party and will be included in the attack surface monitored and scanned under Surface Monitoring and Application Scanning, respectively.

**“Confidential Information”** means all business or technical information whether it is received, accessed or viewed in writing, visually, electronically or orally, including without limitation the Results and Customer Data, technical information, including without limitation details of Laolab’s Services, marketing and business plans, databases, specifications, formulations, tooling, prototypes, sketches, models, drawings, specifications, engineering information, samples, computer software (source and object codes), including without limitation Laolab’s software, forecasts, identity of or details about actual or potential customers or projects, techniques, inventions, discoveries, know-how, personal data (within the meaning of applicable data protection laws) and trade secrets, provided that such information is identified as confidential or a reasonable person would know it is confidential from the circumstances of disclosure.

Confidential Information does not include information that: (a) was known to the Receiving Party prior to the time of disclosure by the Disclosing Party; (b) was in the public domain prior to the time of execution of this Agreement, or which comes into the public domain during the term of this Agreement through no fault or breach of the Agreement of the Receiving Party; (c) has been independently developed by the Receiving Party without reference to or use of the Confidential Information; or (d) the Receiving Party is obliged to disclose by law, or by a governmental or administrative agency or body or decision by a court of law, but only then after the Receiving Party has notified the Disclosing Party of the required disclosure, if not such notification is prohibited by applicable law, court or government order. The Receiving Party will limit the disclosure of Confidential Information to the greatest extent possible under the circumstances.

**“Customer Data”** means data uploaded by You or by a third party on Your behalf to the Service platform, including the Results.

**“Effective Date”** means the effective date of the Agreement, which is the commencement date of Your Subscription to the Services as indicated in Your Subscription account.

**“Intellectual Property Rights”** means all copyrights and related rights, design rights, registered designs, patents, trademarks and service marks (registered and unregistered), trade secrets, database rights, know-how, rights in confidential information and all other intellectual property rights throughout the world for the full term



of the rights concerned, including any derivative works incorporating any of the foregoing that may be created or developed in connection with this Agreement.

**“Laolab’s website”** or **“Our website”** means the website administered by Laolab located at <https://echelon.laolab.org>.

**“Plan”** means the tariff plan (the fee rates applicable for a specified period of time for providing all or part of the Service) chosen by or granted to You under the terms of Your Subscription.

**“Party”** or **“Parties”** means either one of the parties to the Agreement, You or Laolab, either individually or jointly, as the case may be.

**“Prohibited Activity”** is considered any use of the Services for activity that is illegal, harmful or infringing. Prohibited Activities include, but are not limited to:

- Using the Services to violate the privacy or personal data rights of other individuals;
- Using the Services to interfere with or harm the confidentiality, integrity or availability of any Laolab system or a third party system without authorization;
- Abusing the number of license grants of the Services, including the number of Application Scan profiles or Surface Monitoring domains, indicated in Your Subscription account (**“Overuse”**);
- Using the Services in a manner that infringes the patents, copyright, trademark rights or other intellectual property right of a third party; and
- Using the Services for any other illegal activity.

**“Prohibited Content”** is considered any use of the Services in connection with products, services, material or other content (**“Content”**) that is illegal, harmful, infringing, offensive or obscene. Prohibited Content includes, but is not limited to:

- Using the Services in connection with Content that is illegal, like illegal drugs, illegal weapons, illegal gambling, human trafficking, pornography or prostitution;
- Using the Services in connection with Content that infringes on third party rights, such as privacy or personal data protection rights or intellectual property rights; and
- Using the Services in connection with Content that in Laolab’s consideration is harmful, offensive or obscene, regardless of the jurisdiction in which You operate, such as hateful, violent, fraudulent, defamatory, discriminatory, racist or threatening Content.

**“Privacy Policy”** means Laolab’s [Privacy Policy](#) referenced to in these Terms.

**“Representative”** means in relation to each Party, and any of its Affiliates, i) its officers and employees that need to know the Confidential Information, ii) its professional advisers or consultants who are engaged to advise that Party and/or any of its Affiliate, iii) its contractors and sub-contractors engaged by that Party, and/or any of its Affiliate and iv) any other person to whom the other Party agrees in writing that Confidential Information may be disclosed, and which is in connection with or necessary for the fulfillment of the Agreement.

**“Results”** means the outcome generated by a completed Scan, which is made available to You in the Service platform. Results include, inter alia, vulnerability findings and reports. The Results can be accessed through a user interface, API's or directly through an integrated third-party tool.

**“Service(s)”** means the software as a service (SaaS) based external Attack Surface management services, including Surface Monitoring and Application Scanning or any related professional services made available by Laolab through Laolab's website.

**“Subscription”** means the terms and conditions of Your usage of the Services as described in these Terms and the Plan You have selected or made available.

**“Subscription Term”** means the duration of Your Subscription to the Service as defined in Your account and Your Plan.

**“Surface Monitoring”** means the software as a service (SaaS) based external Attack Surface management service made available by Laolab that monitors Your applications' Internet-facing assets and detects exposed files, vulnerabilities, and misconfigurations. Domains monitored under Surface Monitoring, can be either root domains or subdomains and shall both in this context be regarded as equivalent to “domains”.

**“System”** means an information technology asset of a Customer, such as email address, subdomain address, IP address, web application, web service, other services linked to the IP address, domain address and port..

**“Terms”** means these terms of use and all additional terms and schedules referenced to herein, such as the [Privacy Policy](#).

**“Scan”** means security and vulnerability scans or such monitoring of a given Customer System included in the Services. A Scan may, depending on the type of Service You are using, include, among other things, information gathering, crawling, fingerprinting, fuzz

testing, deploying of test scripts, open-source intelligence (OSINT) scanning and the results testing and introducing other intrusive and non-intrusive penetration tests.

**“Trial Scan”** means a free trial one-time use of the Services granted to You by Laolab.

**“User”** means an individual user, who has been granted access to the Services by the Customer or its Affiliates in accordance with this Agreement.

This Terms of Service was last updated November 22, 2024.