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Terms of service of 1STRIKE

These Regulations set out the terms and conditions for the provision of electronic services consisting in making available the functionality of the 1STRIKE platform to service recipients by 1Strike Ltd.

The Regulations, with respect to services provided electronically, constitute the rules and regulations for the provision of services by electronic means, as referred to in Article 8(1)(1) of the Act of July 18, 2002 on the provision of services by electronic means (Journal of Laws 2002 No. 144 item 1204, as amended).

Definitions

1STRIKE - the entity providing the 1STRIKE Service - 1Strike Spółka z ograniczoną odpowiedzialnością with its registered office at 27 Jana Pawła II Street, 00-867 Warsaw, Poland, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Department of the National Court Register under KRS number 0000939979, NIP 5272982391, REGON 520790175, share capital PLN 6.650,00

Agent - software executing in relation to the 1STRIKE Software that collects data on the End Device enabling the use of the full functionality of the 1STRIKE Service, made available to the Customer on the basis of a separate license agreement

Personal data - any information about an identified or identifiable natural person as defined in Article 4 (1) of the RODO

Credentials - individual data that allow the Customer to access the Service through the Account, that is, the access number and password

Suppliers - IT infrastructure providers with whom 1STRIKE cooperates in order to provide the 1STRIKE Service, in particular Google LLC

Form - an electronic form for creating an Account located on the Platform consisting of the fields "name", "e-mail", "message"

Customer - a natural or legal person using the 1STRIKE Service under the conditions specified in the Regulations

Consumer - Consumer within the meaning of the provisions of the Act of April 23, 1964. - Civil Code and a natural person entering into an agreement directly related to his/her business activity, when the content of the agreement shows that it does not have a professional character for that person, resulting in particular from the subject of his/her business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity



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Account - an electronic document created by 1STRIKE for the Customer on the Platform after the Customer has placed an order

Cyclical fee - the fee paid by the Customer for the possibility to use a paid version of the Platform offering its full functionality

1STRIKE software - computer software whose purpose is to examine the state of cyber security of End Device systems, based on data collected by the Agent

Platform - the website <https://1strike.io> operated and maintained by 1STRIKE that allows the Customer to use the 1STRIKE Service

Regulations - these Regulations specifying the terms and conditions for the provision of the 1STRIKE Service

RODO - Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation)

Terminal Device - IT infrastructure, electronic devices, in particular computers, servers, Internet of Things, designated by the Customer, whose information, properties or other attributes are monitored by the 1STRIKE Software for cyber security under the 1STRIKE Service

1STRIKE Service - the service provided electronically in the SaaS (Service as a Software) model by the Service Provider to the Client consisting in granting remote access to 1STRIKE Software

Beta Services - additional services introduced to the 1STRIKE Service as a trial version

User - the entity authorized by the Client to use the 1STRIKE Service

I. Conclusion of contract

1. 1STRIKE service is provided for a fee.

(2) The 1STRIKE Service is provided using an Account activated by 1STRIKE. Acceptance of the Rules and Regulations is a prerequisite for the creation and activation of the Account. Acceptance of the Regulations is done by unchecking the checkbox located under the Form. Upon acceptance of the Regulations, the Client enters into an agreement with 1STRIKE to provide 1STRIKE Service electronically.

(3) In order to establish an Account, the Customer shall provide a business email in the Form. Completion of the Order Form is considered to be the submission of a request to create an Account. The request to establish an Account is subject to the approval of 1STRIKE. Prior to establishing an Account, 1STRIKE reserves the right to verify Customer's identity in order to determine



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Customer's affiliation with the entity whose Terminal Equipment is to be covered by the 1STRIKE Service.

(4) After establishing an Account, 1STRIKE shall provide the Customer with Credentials in the form of an email sent to the email address indicated in the Order Form, by means of which the Customer activates the Account. When activating the Account, the Customer provides his/her first name, last name, position held in the organization where he/she is employed, and telephone number. The Customer agrees not to provide Credentials to unauthorized third parties.

(5) Within the Account, the Customer receives access to the following functions of the Platform 5.1. management of the external attack surface;

5.2. continuous security testing through simulation of attack techniques (agent onprem);

5.3. use of popular patterns;

5.4. a module for analyzing the tests performed and managing repair recommendations;

5.5. performance reporting.

(6) Users are added by providing the name, surname and email of the User.

(7) Access to the Account is purchased as an annual or monthly subscription and requires that you provide 1STRIKE with information regarding your credit card details, from which 1STRIKE will charge a recurring Fee every 1 or 12 months, depending on the subscription selected, in the amount indicated in the price list provided by 1STRIKE. 1STRIKE reserves the right to change the price list or payment method. 1STRIKE will notify the Customer of any changes in payment by email.

8 In order to achieve the full functionality of the 1STRIKE Service, it is necessary to use the Agent. Access to the Agent is governed by a separate license agreement between the Customer and 1STRIKE.

9 For proper use of the 1STRIKE Service, it is necessary to have a computer or other device connected to the Internet with a properly installed and configured web browser.

II. Reservation of Rights

1. The Terms and Conditions do not constitute a license to use the 1STRIKE Software or any other works related to the performance of the 1STRIKE Service.

2 1STRIKE reserves the right to introduce Beta Services to the 1STRIKE Service. The Beta Services will not be ready for use in a production environment. The Beta Services will be at an early stage of development, and the operation and use of the Beta Services may be unpredictable and lead to erroneous results. Customer acknowledges and agrees that:



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2.1 Beta services will be experimental and will not be fully tested;

2.2 Beta services may not meet customer requirements

2.3. the use or operation of the Beta Services may not be uninterrupted or error-free;

2.4. the use of Beta Services will be used to evaluate and test new features and services and provide feedback to 1STRIKE;

2.5 The Customer shall inform Users of the nature of the Beta Services.

III. Liability of 1STRIKE 1

. 1STRIKE shall use its

best efforts to ensure that the 1STRIKE Service operates continuously, without interruption, and under the terms and conditions set forth in the Terms of Service.

(2) 1STRIKE shall not be liable for any disruption, including interruption, of the 1STRIKE Service and resulting damage caused by force majeure or any other factor beyond the control of 1STRIKE. Force majeure shall be understood as fortuitous events impossible to foresee or prevent, in particular, sudden industrial and technological failures, stoppage of energy supply, restrictions caused by war, strike, natural disaster, state of epidemics or order of national or local authorities. Factors beyond the control of 1STRIKE are understood to include, in particular:

2.1. transmission or telephone line failures, line loads, lack of access to the networks of telecommunications operators or irregularities in their operation;

2.2. outages or lack of access to services provided by Suppliers on which the 1STRIKE Service is based;

2.3. necessary operational, maintenance and other interruptions of a technical or technological nature;

2.4. circumstances for which the Customer is responsible or which are attributable to the Customer,

in particular, failure of the Customer's technical infrastructure, errors caused by improper operation of the 1STRIKE Service or the Agent;

2.5. unauthorized by 1STRIKE third parties or incompatibility of the 1STRIKE Service with Customer's technical infrastructure.

(3) 1STRIKE does not guarantee the proper functioning of the 1STRIKE Service, and is not responsible for the temporary inability to use the 1STRIKE Service.



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4. 1STRIKE shall not be liable for any damage caused to the Customer due to the malfunction or improper use of the 1STRIKE Service, in particular:

4.1. unknown industry (0 days) vulnerabilities that can be exploited by attackers to attempt to gain access to Customer data;

4.2. incorrect or false results of cybersecurity analyses generated by the 1STRIKE Service;

4.3. actual cyber attacks carried out against the Client's IT infrastructure;

4.4. damage to Terminal Equipment;

4.5. unauthorized access, including that resulting from the transfer of Credentials to unauthorized third parties.

5. 1STRIKE shall not be liable for violations of the Terms and Conditions, laws, as well as third party rights by the Customer or Users.

IV. Confidentiality and Processing of

Personal Data 1. The administrator of the Customer's or User's Personal Data processed for the purposes of using the 1STRIKE Service is 1STRIKE.

2. 1STRIKE shall ensure implementation of the requirements under RODO. 3 Contacting 1STRIKE is possible:

3.1. by mail - to the address: Aleja Jana Pawła II 27, 00-867 Warsaw, Poland or 3.2. electronically - hello@1strike.io or

4 Personal data in the form of name, surname, job title, telephone number, email will be processed for the purpose:

4.1 To conclude an agreement between the Customer and 1STRIKE for the provision of the 1STRIKE Service and its performance - on the basis of Article 6(1)(b) RODO, i.e. the processing is necessary for the conclusion and performance of the agreement (the subject of which is the provision of the 1STRIKE Service) to which the Customer is a party or to take action at the Customer's request prior to the conclusion of the agreement;

4.2. establishment, investigation or defense of possible claims between the Customer and 1STRIKE - on the basis of Article 6(1)(f) of the RODO, i.e. on the basis of the legitimate interest pursued by 1STRIKE, which is the possibility of pursuing claims or defending against claims;



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4.3. taking possible actions in connection with the prevention of crimes - on the basis of Article 6(1)(f) RODO, i.e. on the basis of the legitimate interest pursued by 1STRIKE, which is the ability to prevent and prosecute crimes committed against 1STRIKE.

(5) Provision of Personal Data by the Customer is voluntary, however, without providing it, the User may not use the 1STRIKE Service. Provision of User Data is voluntary.

(6) Personal Data will be processed for the period necessary to fulfill the purposes for which the Personal Data is processed or until you object (if the basis of the processing is 1STRIKE's legitimate interest) - whichever occurs first. Thereafter, 1STRIKE will store them until the statute of limitations for any claims and for a period of two (2) months after the end of such applicable statute of limitations.

7 Customers and Users whose Personal Data is processed by 1STRIKE will be subject to automated decision-making, including following profiling.

8 The Customer has:

8.1. the right to access his Personal Data; 8.2. the right to request its rectification; 8.

3. the right to request its deletion;

8.4. the right to request the restriction of its processing;

8.5. the right to portability of Personal Data, i.e. to receive Personal Data from 1STRIKE in a structured, commonly used machine-readable format. The Customer may also request 1STRIKE to send its Personal Data that it has provided to another controller;

8.6. the right to withdraw consent to the extent that it is the basis for the processing of Personal Data. The withdrawal of consent shall not affect the lawfulness of processing that was applied on the basis of consent before its withdrawal;

8.7. the right to object to the processing of Personal Data to the extent that the processing of Personal Data is based on the premise of 1STRIKE's legitimate interest.

(9) To exercise the above rights, contact 1STRIKE using the contact information indicated in paragraph 3.

(10) Customer's personal data will be disclosed to the following entities: 1STRIKE's employees and associates, IT service providers, entities providing consulting, legal services, to the extent necessary to perform the contract linking 1STRIKE with these entities.

(11) The Customer's personal data may also be made available to entities and authorities authorized to process such data under the law.

12. 1STRIKE may transfer Customer Personal Data to countries outside the European Economic Area (EEA).



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13 The Customer has the right to lodge a complaint to the supervisory authority for the protection of Personal Data - the President of the Office for Personal Data Protection, if the Customer believes that the processing of Personal Data by 1STRIKE violates the RODO.

14 The Customer agrees to provide the Terms and Conditions, including information about the processing of personal data, to the User whose data was provided by the Customer on the Platform.[as1].

V. Duration and termination of the

Agreement 1. The Agreement is concluded for an indefinite period of time.

(2) The customer retains the right to terminate the contract with 30 days' notice effective at the end of the calendar month. The notice of termination should be sent to the email address 1STRIKE hello@1strike.io.

(3) 1STRIKE reserves the right to terminate the Agreement without cause and without notice period. 1STRIKE shall promptly, no later than within 30 days after termination, return to the Client the portion of the remuneration exceeding the value of 1STRIKE's performance due. The value of 1STRIKE's performance will be determined in proportion to the period of actual provision of the 1STRIKE Service.

(4) 1STRIKE retains the right to terminate the contract with immediate effect in the event of violation of the Terms and Conditions by the Customer, the User or third parties for which the Customer is responsible, in particular in the case of:

4.1. infringement or attempted infringement of 1STRIKE's proprietary or moral rights in the 1STRIKE Software, the Platform or other works related to the 1STRIKE Service;

4.2. when the behavior is deemed detrimental to the interests or safety of 1STRIKE.

(5) Upon termination of the Agreement, the Account is deleted. Information from the Account is kept for 1 month after the termination of the Contract.

VI. Withdrawal from the Agreement

1. A Customer who is a Consumer who has concluded a remote agreement may, within 14 calendar days, withdraw from the agreement without giving any reason and without incurring costs other than those provided by law. To meet the deadline it is sufficient to send a statement of withdrawal from the contract before its expiration. The statement of withdrawal from the contract may be made in particular:

1.1. in writing to the address: Aleja Jana Pawła II 27, 00-867 Warsaw, Poland; 1.2. in electronic form to: hello@1strike.io.



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(2) The statement may be submitted using the model form of withdrawal from the contract included as Appendix No. 2 to the Consumer Rights Act, as well as on the model form included as Appendix No. 1 to these Regulations.

(3) The period for withdrawal from the Agreement shall begin from the date of conclusion of the Agreement.

(4) In the event of withdrawal from the Contract, the Contract shall be deemed not to have been concluded, and 1STRIKE shall be obliged to return all payments made by the Consumer immediately, no later than within 14 calendar days from the date of receipt of the statement of withdrawal from the Contract. 1STRIKE shall refund the payment using the same method of payment used by the Consumer, unless the Consumer has expressly agreed to a different method of refund that does not incur any costs for him. If payment is made by payment card, the refund will be made to the bank account assigned to the payment card with which the payment was made.

(5) The Customer who is a Consumer shall not have the right to withdraw from the Contract if he/she has given his/her express consent to the delivery of digital content not recorded on a tangible medium, that is, the provision of the 1STRIKE Service, before the expiration of the deadline for withdrawal from the Contract after 1STRIKE has informed him/her of the loss of the right to withdraw from the Contract. Consent is given by the Consumer by unchecking the checkbox when accepting the Terms and Conditions.[as2]

VII. Amendments to the Terms and Conditions

1. 1STRIKE has the right to unilaterally amend the provisions of the Terms and Conditions if at least one of the important reasons indicated in the following catalog occurs:

1.1 A change in the provisions of the applicable law that regulates the conduct of business by 1STRIKE;

1.2 The need to adjust the content of the Terms and Conditions to current legislation or the need to make editorial changes to the Terms and Conditions;

1.3 Change in the manner in which the 1STRIKE Platform or Service is conducted or operated, which will be caused by objective and independent reasons of a technological or technical nature;

1.4 Change in the conditions of use of the Platform or the 1STRIKE Service, not worsening the situation of Users compared to the existing ones;

1.5 The need to update the data indicated in the Regulations.

(2) Amendments shall become effective upon posting the amended text of the Terms and Conditions on the Platform.

(3) 1STRIKE will notify the Customer of any change to the Terms and Conditions by email with a 14-day notice.



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(4) The Customer may cancel the use of the Service in accordance with the rules set forth in Section V of the Terms and Conditions if he/she does not accept the content of the new version of the Terms and Conditions.

VIII. Final provisions

1. Regulations are effective as of 2022-11-01

(2) The Regulations are made available by 1STRIKE free of charge on the Platform in a form that allows its downloading, recording and printing, and at the registered office of 1STRIKE.

(3) In matters not regulated by the Regulations, the provisions of Polish law shall apply.

(4) In the event of a dispute, the competent court shall be the court of the place where 1STRIKE has its seat.

(5) None of the provisions of the Terms and Conditions shall limit the rights of the Consumer under applicable law.

6 Customer may receive technical support related to the Platform and the 1STRIKE Service at the email address hello@1strike.io.