



## ACCEPTABLE USE POLICY

### About this Acceptable Use Policy

AppCheck<sup>NG</sup> is a web application and infrastructure vulnerability scanner, deployed as a single SaaS scanning system or as part of a distributed scanning network.

We are AppCheck Ltd, a company registered in England and Wales with registered number 06888174 and VAT number GB203666327. Our registered office is Unit 19, Pavilion Business Park, Royds Hall Road, Leeds, LS12 6AJ.

We offer AppCheck<sup>NG</sup> on a paid subscription basis, both directly and through our carefully selected partners. Access to AppCheck<sup>NG</sup> is only available to our subscribers' authorised users. You must therefore only attempt to access AppCheck<sup>NG</sup> if you are an employee, consultant or agent of one of our subscribers and that subscriber has given you permission to access AppCheck<sup>NG</sup> on its behalf.

We are keen to get you started with AppCheck<sup>NG</sup> as soon as possible, but before we do there are a few important things you need to know about making proper and effective use of the service.

Please read this document carefully and let us know if you have any questions before you get started. By ticking the acceptance box on our login screen and proceeding with your log in you confirm you will comply with this policy.

### 1. BEFORE STARTING A SCAN

- 1.1 When you log in to AppCheck<sup>NG</sup>, you will have the ability to carry out vulnerability scans on your chosen URLs and IPs to identify and confirm vulnerabilities through safe exploitation. Once the scan is complete, AppCheck<sup>NG</sup> will generate a report detailing any identified vulnerabilities.
- 1.2 It is essential that you carefully check the details of all URLs and IPs that you want to scan, to ensure both that the subscriber has the right to authorise us to undertake the scan and that you have the necessary internal authority and/or approval to undertake that scan.
- 1.3 Where the system is provided by a third party hosting provider, we recommend that you provide the hosting provider with advance notice of the scan and/or ask the hosting provider to white list our IPs.
- 1.4 Before you start a scan, it is essential that you read the following warnings carefully. By proceeding with the scan, you confirm that you acknowledge and agree to the following:
  - 1.4.1 The methods we use may include methods and techniques of a type usually deployed by hackers or which are otherwise designed to cause systems to function in a manner other than that which is intended or to gain unauthorised access to systems, networks and the data stored within them.
  - 1.4.2 The scanning we perform may expose vulnerabilities and/or disruption to service and carries a risk of loss of service, hardware failure and loss or corruption of data.
- 1.5 Before starting a scan, we strongly advise you to:
  - 1.5.1 Complete a full backup of all data which is contained in or available through any devices connected to any systems to be scanned, and to ensure that the backup is stored remotely from the scanned system.
  - 1.5.2 Ensure that the scan is being performed at a time when any adverse impact on the subscriber's systems is unlikely to cause a material impact to its business.
  - 1.5.3 Ensure that there are sufficient qualified and knowledgeable representatives available to respond promptly to any vulnerability identified and to deal with any adverse impact on the subscriber's systems that the scan may cause.

### 2. MAKING PROPER USE OF APPCHECK<sup>NG</sup>

- 2.1 There is no limit on the total number of scans you can carry out, but there is a restriction on the number of scans which can be carried out concurrently, and scans may only be carried out within the number of URLs and IPs that the subscriber has licensed. Please check with the subscriber for more information as to the scope of its subscription.
- 2.2 You must only ask us to scan URLs and IPs which are on a system or network which the subscriber uses exclusively in connection with its own business requirements and which it has the right to scan.
- 2.3 You must use AppCheck<sup>NG</sup> in accordance with this Acceptable Use Policy, in good faith and in the manner in which is intended.
- 2.4 You must not use AppCheck<sup>NG</sup> in a manner that breaches any applicable local, national or international law or regulation, which may damage our reputation, that of AppCheck<sup>NG</sup>, or that of any subscriber or user and/or which is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.

### 3. WHAT TO DO ONCE THE SCAN IS COMPLETE

- 3.1 The scan is designed to identify and confirm vulnerabilities and report to you on any vulnerabilities. However, the scan will not (and is not intended to) fix, remedy, prevent or eliminate any vulnerabilities or other issues.
- 3.2 If vulnerabilities are identified, you will receive a report containing recommended fix steps and links to solutions. If the report does identify any issues, you should deal with those vulnerabilities in accordance with the subscriber's own internal policies and procedures.

#### 4. IMPORTANT INFORMATION FOR DIRECT SUBSCRIBERS

If you are accessing AppCheck<sup>NG</sup> on behalf of a direct subscriber (a subscriber which took out its subscription directly with us and not through a partner), you should read the following information carefully:

- 4.1 This Acceptable Use Policy supplements and does not replace the subscriber's existing subscriber agreement, and nothing in this Acceptable Use Policy replaces or overrides any provision of the subscription agreement.
- 4.2 This Acceptable Use Policy is intended only to deal with the proper use of AppCheck<sup>NG</sup>. It does not create any direct contractual entitlement for you to receive the services, nor does it provide you with any direct remedies if you experience a problem with the service. If you experience any issues arising out of your use of AppCheck<sup>NG</sup> you should ask the subscriber to raise these with us directly.
- 4.3 All subscribers who have signed up or renewed their subscription since [April 2019] will have electronically signed a copy of our subscription agreement which sets out the commercial and legal terms which apply to their subscription. These subscribers should refer to their subscription agreement for more information.
- 4.4 If you are accessing AppCheck<sup>NG</sup> on behalf of a subscriber who signed up before [April 2019], use of AppCheck<sup>NG</sup> will continue to be governed by our legacy terms for the remainder of the subscription term (these can be accessed at <https://scanner.appcheck-ng.com/assets/terms.pdf>). By logging into AppCheck<sup>NG</sup> you agree to those terms and conditions on behalf of the subscriber (and acknowledge that you have authority to do so).

#### 5. IMPORTANT INFORMATION FOR PARTNER SUBSCRIBERS

If you are accessing AppCheck<sup>NG</sup> on behalf of a partner subscriber (a subscriber which took out its subscription through one of our partners, rather than directly with us), you should read the following information carefully:

- 5.1 This Acceptable Use Policy supplements and does not replace the subscriber's existing agreement with the partner. Nothing in this Acceptable Use Policy replaces any provision of the subscriber's agreement with the partner.
- 5.2 This Acceptable Use Policy does not establish a direct contractual relationship between us and you or between us and the subscriber, nor does it give you or the subscriber any direct rights or remedies against us. If you experience any issues arising out of your use of AppCheck<sup>NG</sup> you should ask the subscriber to raise these with the partner directly.
- 5.3 Although the subscriber's obligations are primarily set out in its agreement with the partner, to protect ourselves and AppCheck<sup>NG</sup> we require the subscriber to provide certain undertakings to us. The following are legally binding commitments and, by logging into AppCheck<sup>NG</sup>, you agree to these terms and conditions on behalf of the subscriber (and acknowledge that you have authority to do so):
  - 5.3.1 The subscriber must take responsibility for its users and their compliance with this Acceptable Use Policy, and the subscriber will be directly responsible to us for any breach by a user of this Acceptable Use Policy.
  - 5.3.2 The performance of the scan is governed by various laws, including the Computer Misuse Act 1990, the Investigatory Powers Act 2016 and the GDPR. By running a scan you expressly authorise us (on the subscriber's behalf) to access (or attempt to access) the subscriber's systems (and any programs or data held on those systems) and to perform any actions, operations or exploits which we consider reasonably necessary or desirable to enable us to identify and confirm vulnerabilities present on those systems.
  - 5.3.3 By running a scan on a system containing personal data, you agree (on the subscriber's behalf) that the subscriber will:
    - (a) On our behalf, provide each data subject whose personal data is or may be disclosed to us with the fair processing information required by Articles 13 and 14 of the GDPR.
    - (b) Ensure that there is a lawful basis for us to perform that processing in accordance with Articles 6 and 9 of the GDPR.
    - (c) Immediately let us know if the subscriber receive a request from a data subject to exercise his/her rights under Chapter III of the GDPR in respect of any processing activity we carry out.
  - 5.3.4 The subscriber agrees to indemnify us against:
    - (a) Any breach of applicable law which we or the subscriber are alleged to have committed.
    - (b) Your use of AppCheck<sup>NG</sup> to scan a system or network where you are not authorised to do so, including any consequences arising out of action taken by a third party hosting provider.
    - (c) Any loss or damage caused as a result of us performing the scan on the requested system.
    - (d) All claims, demands, penalties, fines, actions, costs, expenses, losses and damages we suffer or incur or which are awarded against us arising from or in connection with any failure by the subscriber to comply with paragraph 5.3.3.
  - 5.3.5 All rights, title and interest (including intellectual property rights) in AppCheck<sup>NG</sup> and the report that we generate will (as between us and the subscriber) belong to us, and nothing in these terms will operate to transfer any of those rights to the subscriber. The subscriber is entitled to use the report for the purposes of reviewing its findings and acting on them to address any vulnerabilities identified.