

Terms of Use

Last updated 25.06.2024

These terms of use are entered between you as a legal entity ('You', 'User') and JSC Positive Technologies ('Company', 'we'). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively 'Agreement'), govern your access to and use of <https://emailsecuritychecker.com/> ('Website') including any content (interface, text, graphics, images, and other content), functionality, and services offered on or through the Website, including software PT Knockin provided as a service and designed to test the security level of corporate email system configuration and configuration of its security tools ('Service').

Please read this Agreement carefully before You start to use the Website or the Service. The Agreement becomes effective when You (through an authorized individual acting on your behalf and at your direction) agree to its terms and conditions. If You do not want to agree to this Agreement, You must not access the Website or use the Service.

We may revise and update this Agreement from time to time in our sole discretion without prior notice. All changes are effective immediately when we post them and apply to all access to and use of the Website and the Service thereafter, unless the changes provide otherwise. You are expected to check this page each time You access this Website or use the Service so You are aware of any changes, as they are binding on You. Continuing to use the Website or the Service following the posting of revised Agreement means that You accept and agree to the changes.

BY ACCESSING AND USING THE WEBSITE OR THE SERVICE, YOU: ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THIS AGREEMENT; YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY AND CAPACITY TO ENTER INTO A BINDING CONTRACT WITH THE COMPANY (THIS AGREEMENT); YOU ACCESS THE WEBSITE AND USE THE SERVICE FROM A JURISDICTION WHERE IT IS LAWFUL AND PERMITTED TO DO SO.

1. Definitions

1.1. Capitalized terms used in this Agreement shall have the meaning outlined in Clause 1.2.

1.2. Definitions and rules of interpretation in this clause apply in this Agreement:

Authorized person means officer, director, member, partner, employee, consultant, subcontractor or any other person who is authorized by the User to have access to and use the Website or the Service;

Intellectual property rights means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

Personal data is information that can be used to identify Authorized persons or other individuals, either alone or in combination with other information, as defined in the applicable law.

2. Terms and Conditions

2.1. You agree to use the Website and the Service (excluding any services provided by the Company under a subscription) in accordance with terms and conditions of this Agreement.

2.2. This Agreement applies to Users who are permitted to use the Website and access the Service in accordance with Clause 2.3. The Company reserves the right to restrict access to the Website and/or the Service to any User at any time due to changes in applicable law.

2.3. This Agreement shall be accepted by clicking 'accept' or 'agree to the Agreement' where this option is made available to You by the Company.

2.4. Your use of the Website and the Service is also subject to any applicable terms, policies or rules that we may post or provide links to, including our [Privacy Policy](#).

2.5. The use of additional services which may be provided by the Company via the Website may be subject to additional terms and/or conditions, which can be negotiated by the parties separately.

2.6. By accepting the Agreement, You accept and agree that the Service are provided 'as is' and without any warranty, express, implied or otherwise. We may at our sole discretion, suspend or terminate access to any aspect of the Service. The Company assumes no responsibility for the use of the Website or the Service outside this Agreement.

2.7. The Company owns and retains Intellectual property rights to the Service and the Website. This Agreement only grants You a limited right to use the Service and the Website to the extent specified herein, while the Agreement

is in effect. This Agreement does not grant You any right of ownership in or to the Service and the Website or any element thereof.

3. Service Description

- 3.1. The Company hereby grants You a limited non-exclusive, non-transferable, non-sublicensable royalty-free right to use the Service by accessing it remotely, subject to your compliance with all provisions of the Agreement.
- 3.2. To use the Service, the Authorized person acting on your behalf represents to us that: (a) You have an authority to bind that business (entity) to these terms and conditions, and that business (entity) accepts these terms and conditions; and (b) You have an authority to use the Corporate email account for the purposes of the Service.
- 3.3. The Service provides You with an opportunity to test your corporate email protection. To use the Service, the User agrees to be bound by the terms of this Agreement and tests User's corporate email account that belongs to User and is hosted on User's web domain ('**Corporate email account**'). The Service is not intended for email accounts registered on free, commonly used domains.
- 3.4. For initiating a test of User's Corporate email account under Clause 3.5 of the Agreement, You must authenticate by entering the code sent by the Service to your Corporate email account.
- 3.5. After successful authentication, the User may initiate a test of User's Corporate email account for weaknesses that could be exploited by attackers. The test is based on the principles identified by the Company for modelling attacks that exploit flaws in the information security features of corporate email accounts.
- 3.6. The Service carries out the test by sending a series of emails with attachments or links to your Corporate email account.
- 3.7. The Company strictly advises against opening such test emails received from the Service. Do not download and/or open attachments or links from these emails.
- 3.8. Attachments or links that You receive as part of your use of the Service contain files (or access to them) which employ techniques that affect IT infrastructure and may act like common malware types. These files are not intended to destroy, block, modify, or copy your digital information, nor are they intended to disable your information security tools. If You open such an attachment or link, You will be responsible for any negative consequences and assume all risks associated with possible losses that You might incur as a result.
- 3.9. You agree not to copy, distribute, access, or otherwise make available to any third party (including your employees) any attachments or links You receive as part of your use of the Service.
- 3.10. When the test is completed, the Service will generate a report with attack simulation results and recommendations on ways to reconfigure the security tools that protect your Corporate email account or corporate IT infrastructure.
- 3.11. The Company has the right to refuse conducting a test for You and to restrict or terminate your access to the Service and to using the Service, without giving reasons.
- 3.12. Actions taken by any person using your Corporate email account will be considered User's actions and will be treated as legally valid.
- 3.13. When accessing our Service or sending us your Corporate email account You acknowledge that by doing so You are giving us consent to perform the Service for You. By giving us consent to perform the Service, You are indicating that You understand the main characteristics of the Service, its scope, accuracy and limitations, how the materials and results of the test should and should not be used. You acknowledge that You have willingly provided these consents and accepted this Agreement under the laws applicable to your country of residence.

4. Restrictions

- 4.1. You are not allowed to use the Website or the Service in any way not expressly provided for by the Agreement or in any way that violates applicable national and/or international laws.
- 4.2. Among other things You may not, nor may You permit any third party, directly or indirectly, to: (a) perform or attempt to perform any actions that would interfere with the proper working of the Service or the Website, prevent access to or use of the Service or the Website by other users; (b) use, reproduce, alter, modify, create derivative works, publicly display, publish, upload, post, transmit, resell or distribute in any way any content or materials provided to You or made available to You via the Website or in the process of using the Service; (c) transfer any rights granted to You under this Agreement; (d) use the Website and/or the Service in a way that violates any applicable laws; (e) use the Website and/or the Service for any illegal purpose; (f) use the Service for third parties and/or in commercial purposes; (g) transmit, upload, download, share or post any information or content in an unlawful manner; (h) send, post or share any unsolicited or unauthorized advertising; (i) transmit, upload, download, share or post anything that contains software viruses, worms, or any other harmful code; (j) engage in identity theft, impersonate any person or misrepresent your affiliation with any person.

- 4.3. If we reasonably suspect that You have breached any of the provisions of the Agreement, including Section 3.1, the Company may, at its sole discretion and without prior notice, terminate your access to the Service and the Website. You agree that the Company shall not be liable to You or to any third party for any termination of your access to the Service or the Website as a result of your breach of the Agreement.

5. Personal Data

- 5.1. This section of the Agreement applies to the relationship between You and the Company if, while You use the Service and/or Website, the Company obtains access to personal data of Authorized persons or third parties.
- 5.2. When using the Service and/or Website, You must comply with the requirements of applicable data protection laws.
- 5.3. If You disclose personal data to the Service and/or Website, You must: (i) ensure that there is a sufficient legal basis for the disclosure of the personal data to the Company and subsequent processing of the personal data by the Company, (ii) notify the data subjects about the disclosure of their personal data to the Company and subsequent processing of the personal data by the Company.
- 5.4. The Company has the right to process personal data received from You while You use the Service and/or Website in accordance with the Privacy Policy available at the link: <https://www.ptsecurity.com/ww-en/privacy-policy/>
- 5.5. At the request of the Company, You are obliged to provide the Company with sufficient evidence of the fulfillment of your obligations provided for in this section of the Agreement within a reasonable time.

6. Warranty Waiver

- 6.1. The Website, the Service, all of its content, and any files (test materials) received in connection with the use of the Service are provided 'as is' without representation or warranty, whether express, implied, or statutory. Without limiting the foregoing, the Company specifically disclaims any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The Company does not warrant or guarantee that the Service, the Website or any information available at the Website or provided through it is accurate, reliable or correct, that the Service or the Website will meet your requirements or will be available at any particular time or location, or will be uninterrupted, error-free, without defect or secure, that any defects or errors will be corrected. We make no warranty of the Service or Website compatibility with any hardware, software, operating system, or data, no warranty of quality of the Service or the Website, no warranties against third-party claims and no warranties against viruses, malicious components, and other flaws.

7. Warranties and Representations

- 7.1. You represent and warrant to us that: (a) You have read and understand this Agreement, (b) You understand the functionality of the Service and the Website and all related consequences; (c) any information You provide to us, including Corporate email account, business name, accurately and truthfully represents your business or personal identity; (d) You and all transactions initiated by You will comply with all laws, rules, and regulations applicable;
- (e) You will not use the Website or the Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the operation of the Website or the Service; and (f) your use of the Website or the Service will be in compliance with this Agreement.

8. Limitation of Liability

- 8.1. To the maximum extent permitted by applicable law, in no event shall the Company be liable for any losses resulting from: (i) your use of the Website or the Service, its content, and any files (test materials) received in connection with the Website or the Service; (ii) your interpretation and application of any file descriptions, attack methods, recommendations, or any other information provided on or through the Website or the Service or in reports; (iii) the failure of the Website or the Service, its content, test results, and test materials to meet your expectations; (iv) the unavailability of the Service and/or the Website and its content (in whole or in part) at any time and/or for any period of time; (v) the Company's denial of any of your requests or claims, even if the Company was informed in advance of the possibility of damage resulting from its actions and/or failure to act. If, notwithstanding any other provisions of the Agreement, the Company will have to be liable to You for any losses in connection with your use of the Service or its content, the Company's liability shall in no event exceed the equivalent of one thousand Russian rubles.
- 8.2. You are solely responsible for any damages that You may incur in connection with your use of the Website or the Service, including damage to computer systems or damages related to data loss. The Company is not liable for third party actions and/or failure to act in connection with the use of the Website and/or the Service. You are solely responsible for your use of the Service, any related websites and webpages, and any third-party websites or messaging apps. Your sole remedy against the Company is to cease using the Service, its content, and test materials.

- 8.3. We do not have an obligation to verify the identity of User's Authorized persons of the Service and therefore shall have no liability in the event of damages or misuse of the data due to identity theft.
- 8.4. Any links to third-party websites available on the Website or through the Service or otherwise provided in connection with your use of it are provided for information only and solely for your convenience. The Company is not liable for the content of third-party websites or any links to third-party websites. The Company makes no claims regarding third-party websites and their content, including but not limited to their security, suitability for use, absence of third-party rights violations, or absence of malicious content and errors. Any reference to third-party products and services is for informational purposes only and does not constitute an endorsement or recommendation by the Company.
- 8.5. The foregoing limitation of liability will apply to the fullest extent permitted by applicable law and irrespective of the basis of liability (whether contract, tort, strict liability or any other basis).

9. Indemnity

- 9.1. You will indemnify, defend, and hold us and our processors (and our respective employees, directors, agents, affiliates and representatives) harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in this Agreement; (b) your wrongful or improper use of the Website or the Service; (c) your violation of any thirdparty right, including without limitation any right of privacy, publicity rights or intellectual property rights; (d) your violation of any law, rule or regulation according to applicable law.

10. Final Provisions

- 10.1. We reserve all rights not expressly granted to You in this Agreement. We own all rights, title, interest, copyright and other Intellectual property rights in the Website and the Service and all materials related to it. Except as authorized by the Company, You shall not modify, sell, distribute, reverse-engineer or create derivative works of our Intellectual property rights or information found on or through the Website or the Service. All trademarks, logos, and other images (collectively, 'Trademarks') displayed on the Service or the Website are the property of the Company, its licensors, and/or other third parties. All Trademarks are for informational purposes only. You are not allowed to use Trademarks without a prior written permission.
- 10.2. The Company may, without your consent and without prior notice to You, delegate or assign or otherwise transfer any of its rights and obligations under the Agreement in whole or in part.
- 10.3. We reserve the right to terminate this Agreement at any time. If this Agreement is terminated and/or the Service is rendered or suspended for any reason: (a) any rights granted under this Agreement will end; (b) we may delete your information and email data stored on our servers; and (c) we will not be liable to You or any third party for compensation, reimbursement, or damages for any termination or suspension, or for deletion of your information.
- 10.4. This Agreement is governed by the law of the Russian Federation without regard to its conflict of law provisions.
- 10.5. If You believe that your Intellectual property rights have been violated by any content published on the Website, You undertake to notify the Company about it by email. The Company will take steps to resolve the dispute.
- 10.6. Any dispute, controversy or claim arising out of or in connection with this Agreement are subject to the exclusive jurisdiction of the courts of the Russian Federation located in Moscow, and You hereby submit to the jurisdiction of said courts.
- 10.7. This Agreement constitutes the entire agreement between You and the Company regarding your use of the Website and the Service, its content, the manner in which tests are conducted, and the test materials. Failure of the Company to strictly enforce the provisions of the Agreement shall not be construed as a waiver by the Company of any of the Agreement provisions or of its right to implement and/or enforce them.
- 10.8. If a court finds any part of this Agreement illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 10.9. If we have to contact You, we will do so by email at the email address You provided to us. Notices may also be provided to your last-known address.
- 10.10. User can contact us by email at pt@ptsecurity.com. Please note that any interaction between us via social media will not be recorded as part of our quality systems and that any questions or complaints about this Agreement should be submitted to us by email or post.