

Terms of Use

These Terms of Use (hereinafter referred to as the “**Terms**”) constitute an agreement between the User (as defined below) and Positive Technologies JSC (TIN 7718668887) (hereinafter referred to as the “**Company**”) that defines the terms and conditions of the User’s use of the Service and (or) PT Knockin software (both as defined below) by means of the Service.

Please note: the User shall read these Terms carefully before using the Service and (or) PT Knockin software. The User’s use of the Service and (or) PT Knockin software in any manner means the User’s acceptance of these Terms in accordance with the provisions of Article 438 of the Civil Code of the Russian Federation. These Terms become effective from the moment when an individual acting on behalf of the User or authorized by the User (hereinafter referred to as the “Representative”) expresses his/her consent with these Terms.

The Service and (or) PT Knockin software is available for use only upon the User's (his/her Representative's) acceptance of all terms and conditions of use set forth in these Terms. If the User does not agree with any of the terms, conditions and limitations of these Terms, the User may not access the Service and use the Service and its content, as well as the PT Knockin software and its functionality.

The Company reserves the right, at its sole discretion, to modify, add and (or) remove any part of these Terms at any time without prior notice. The new version comes into effect at the moment it is published on the service, unless otherwise stipulated by the new version of these Terms. The User agrees to review the text of these Terms periodically for changes. By continuing to use the service after the Company has made changes to these Terms, the User agrees to be bound by such changes.

1. Definitions

1.1. In addition to the terms defined in these Terms, the following terms shall have the meaning set forth below:

PT Knockin means a computer program (including, but not limited to, all its embedded components, text, graphics, images and other content) designed to check the security level of the User's Corporate Mail configuration and the configuration of means (tools) for its protection. The Company owns all intellectual property rights in and to PT Knockin.

Subscription Terms means the terms and conditions for the grant of the right to use PT Knockin on a remuneration basis via remote access, available at: <https://knockin.ptsecurity.com/docs/terms-of-use-knockin-en-us.pdf>.

Sample means a file attached to an email sent by PT Knockin to the User at the User's request and simulating (modeling) the behavior of malicious programs intended for unauthorized blocking, modification, copying of computer information and (or) neutralization computer information protection tools.

User means a legal entity that uses the Service and is a current or potential user of the Company's software.

Service means the website located at knockin.ptsecurity.com, by which the User is provided with remote access to PT Knockin and with technical authentication of the User and (or) its Representatives for the purposes of the Terms.

Corporate email means an email address hosted on User's domain and belonging to User. The Corporate email must not be registered on resources with free public domains (like Gmail or Yahoo); if the User uses such an email address (registered on resources with free public domains), it will be denied the use of the Service.

1.2. The Terms may use terms not defined in clause 1.1 hereof. In this case, such term shall be interpreted in accordance with the definitions provided in the Subscription Terms. In the absence of an unambiguous interpretation of a term in the text of these Terms and in the Subscription Terms, the interpretation of the term shall be guided by the interpretation of the term determined by: first of all, by the established customs of the applicable sphere of business, and secondly, by the legislation of the Russian Federation.

2. Usage Terms

2.1. All intellectual property rights in and to the Service and PT Knockin belong to the Company. Intellectual property rights in and to the content of the Service belong to the Company and (or) its licensors.

2.2. The Company hereby grants the User a limited, royalty-free right to use PT Knockin by remote access to the Service, subject to the User's compliance with all provisions of these Terms.

2.3. These Terms regulate the provision of limited access to the functionality of PT Knockin to the User (under the "freemium" model).

2.4. Full access to the functionality of PT Knockin can be provided to the User after purchasing a paid Subscription. The use of PT Knockin under the Subscription is governed by these Terms and the Subscription Terms.

2.5. Actions performed by any person using the Corporate email shall be deemed to be User's actions and shall be considered as having legal force.

2.6. To send a request to verify the User's email security, the User is required to authenticate with the Service by entering the code sent by the Service to the Corporate email.

2.7. After the User has successfully passed the authentication procedure, the User may initiate the verification based on the principles of attack modeling identified by the Company, exploiting the flaws in the information security features of the Corporate email.

2.8. The verification is performed by means of the Service (PT Knockin) sending a number of e-mails with Samples to the Corporate email.

2.9. If as a result of the verification one or more emails from the Service (PT Knockin) containing a Sample are sent to the Corporate email, the Company discourages the User from opening, downloading and (or) running such Samples.

2.10. Samples received by the User as part of the User's use of the Service and PT Knockin contain files (or access to them) that utilize IT infrastructure impact techniques similar to common types of malware. These files are not intended to destroy, block, modify, copy User's computer information or neutralize the security features of the User's computer information.

2.11. If the User opens (launches) a Sample, the User is solely responsible for any negative consequences and assumes all risks associated with possible losses incurred by the User in connection with the opening (launching) of the Sample.

2.12. The User shall not copy, distribute, grant access or otherwise make available to any third party (including User's employees) any Samples obtained by the User as part of the User's use of the Service.

2.13. After the verification is completed, the Service generates a verification report containing recommendations regarding the configurations of information security features of the Corporate

email or corporate IT infrastructure based on the results of attacks simulated during the verification process.

- 2.14. The Company may deny the User's request for verification, as well as limit or terminate the User's access to the Service and PT Knockin and their use without providing any justification.

3. Links to third-party websites

Links to third-party websites are provided for informational purposes and solely as a convenience to the User. The Company is not responsible for the content of third-party websites or any links contained in third-party websites. The Company makes no representations regarding third-party websites and the information contained therein, including (but not limited to) their security, suitability for use, non-infringement of third-party rights, absence of malicious content, and (or) lack of errors. Reference to third-party products and services is for informational purposes only and does not constitute an endorsement or recommendation of the Company.

4. Restrictions on the use of the Service

- 4.1. The User may not use the Service and PT Knockin in any manner not expressly authorized by these Terms, or in any manner that violates applicable law and (or) international laws.
- 4.2. If the Company discovers that the User has violated any of the provisions of these Terms, including clause 4.1 hereof, the Company may, in its sole discretion and without prior notice, terminate the User's access to the Service and PT Knockin. The User acknowledges and agrees that the Company will not be liable to the User or any third party for termination of the User's access to the Service and PT Knockin as a result of any breach of these Terms.

5. Disclaimer of Warranty

- 5.1. The Service, all of its contents, PT Knockin, and any Samples (verification materials) obtained in connection with their use are provided "as is". The Company makes no warranties and representations of any kind, whether express or implied, including (but not limited to) warranties of secure, safe, uninterrupted, error-free operation or performance in conjunction with any equipment, software, operating systems, and (or) data; warranty of meeting the User's requirements or expectations; warranties that the information and materials provided on the Service are up-to-date, complete and (or) of good quality; warranties that errors will be corrected; warranties of non-infringement of third-party rights; warranties of absence of viruses, malicious components, or other defects.
- 5.2. The User bears sole responsibility for any losses incurred by the User in connection with the User's use of the Service, PT Knockin, and (or) Samples, including (but not limited to) damage to the User's computer systems and losses due to data loss.
- 5.3. The Company shall not be liable for any acts and (or) omissions of third parties related to the use of the Service and PT Knockin. The User is solely responsible for the use of the Service, PT Knockin, and any linked websites and webpages, including third-party websites and messengers. The User's sole remedy against the Company is to discontinue using the Service, PT Knockin, its content, Samples, and verification materials.

6. Limitation of Liability

- 6.1. Under no circumstances is the Company liable for any damages resulting from (i) the User's use of the Service and PT Knockin, their contents and any Samples and verification materials obtained by the User as a result of their using; (ii) the User's interpretation and application of any descriptions of files, methods of attacks, recommendations, and any other information contained

in the Service in general or in reports in particular; (iii) the failure of Service, PT Knockin, their content, verification results and materials to meet the User's expectations; (iv) the Company's refusal to satisfy any of the User's requests or requirements, even if the Company has been advised in advance of the possibility of damages resulting from its acts and (or) omissions. If, notwithstanding the other provisions of these Terms, the Company is forced to bear responsibility to the User for any losses related to the User's use of the Service, PT Knockin, and their contents, the Company's liability shall in no case exceed the equivalent of one thousand Russian rubles.

7. Personal Data

- 7.1. This section of the Terms applies to the relationship between the User and the Company if, while the User uses the Service and PT Knockin, the Company obtains access to the personal data of Representatives or third parties.
- 7.2. When using the Service, PT Knockin, the User must comply with the requirements of applicable data protection laws.
- 7.3. If the User discloses personal data to the Service, PT Knockin, the User must do the following: (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.
- 7.4. The Company has the right to process personal data received from the User while the User uses the Service, PT Knockin in accordance with the Privacy Policy available at the link: <https://www.ptsecurity.com/ww-en/privacy-policy>.
- 7.5. At the request of the Company, the User is obliged to provide the Company with sufficient evidence of the fulfillment of the obligations provided for in this section of the Terms within a reasonable time.

8. Miscellaneous

- 8.1. The trademarks, service marks, logos, and other images (collectively, "**Trademarks**") that may be displayed on the Service and PT Knockin are the property of the Company, its licensors, and (or) other third parties. All Trademarks are presented on the Service and PT Knockin for informational purposes only. The User is not permitted to use these Trademarks without the prior written permission of their respective owners.
- 8.2. The Company may change or remove the Service, PT Knockin, and (or) their content at any time at its sole discretion without prior notice. The Company shall not be liable for any failure to make the Service, PT Knockin, and their contents (in whole or in part) available at any time and (or) for any period of time.
- 8.3. The Company may, without the User's consent and without prior notice, assign its rights and obligations under these Terms either in full or in part.
- 8.4. This Agreement is governed by the laws of the Russian Federation.
- 8.5. These Terms are executed in the Russian and English languages. In case of any contradictions, discrepancies or differences in content between the Russian and English versions of these Terms, the Russian version of these Terms shall prevail.
- 8.6. If the User believes that the User's intellectual property rights are infringed by any content published on the Service and (or) PT Knockin, the User shall inform the Company of this fact via email. The Company will take measures to resolve the dispute.

8.7. These Terms constitute the entire agreement between the User and the Company with respect to the User's use of the Service, PT Knockin, its contents, verification procedures and verification materials. The Company's failure to strictly enforce the provisions of these Terms shall not be construed as a waiver by the Company of (i) any of the provisions of these Terms or (ii) the right to exercise and (or) enforce them.

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