

Terms & Conditions

HackenAI

Last updated 08/03/2020

Please read these Terms & Conditions (“**Terms**”) carefully prior to accessing or using our mobile application “HackenAI”, which you can download on App Store or Google Play (hereinafter together referred to as the “**Application**”). These Terms contain important information about your legal rights and obligations.

Note, by accessing or using the Application, you represent and warrant that you have read, understand, have the legal capacity to and hereby agree to be legally bound by and to comply with these Terms in full. If you do not agree with these Terms, please, do not continue to use the Application.

The Application is operated and owned by HackenAI Inc. (reg. No. 7822621), registered at 251 Little Falls Drive, Wilmington, New Castle County, Delaware, 19808, USA (which we may refer to as “**HackenAI**”, “we,” “us,” or “our”).

Our collection and use of personal data in connection with your access to and use of the Application is described in our [Privacy Notice](#).

Except as otherwise provided, these Terms are subject to change at any time. In case of material changes affecting your use of the Application or your legal rights as a user of the Application, we’ll notify you prior to the changes’ effective date by posting a notice on the Application or sending a notification to the email provided to us by you. It is your responsibility to check periodically for any changes we make to the Terms. Your continued use of the Application after any changes have been implemented constitutes acceptance by you of such change(s).

If you have any questions or comments about these Terms & Conditions or the Application, please contact us at support@hacken.ai.

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Entire agreement and admissibility

These Terms and any policies, including our [Privacy Notice](#) and any operating rules posted on the Application constitute the entire legally binding agreement and understanding between you ("**you**" or "**User**") and HackenAI, governing your use of the Application ("**Agreement**"). Our [Privacy Notice](#) and other policies applicable to your use of the Application are incorporated by reference into this Agreement.

This Agreement supersedes all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter.

When you use the Application you hereby declare and warrant that:

- (1) according to your local jurisdiction you are of legal age and eligible to enter into the Agreement;
- (2) according to your local jurisdiction you have no restriction to use the Application;
- (3) you comply with these Terms and all applicable laws and regulations.

A printed version of these Terms shall be admissible in judicial or administrative proceedings based on or relating to use of the Application to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

If you wish to terminate this Agreement as between you and HackenAI, you can do so at any time by no longer accessing or using the Application.

Account registration

To use the full range of features offered by HackenAI you must register a personalized account ("**Account**") by providing your email address, creating a password and having your personal backup phrase generated (a 12-words phrase used for authentication or recovery of your Account). There is no limitation on a number of devices on which you use the Account. You can use local passwords for each device.

You must provide accurate, current and complete information during the registration process and keep your account information up-to-date at all times. More information about your data see in our [Privacy Notice](#).

By registering an Account on behalf of a legal entity, you represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in these Terms.

You may not transfer or assign your account. You are solely responsible for maintaining the confidentiality of your login credentials you use to sign up for the Application, and for all activities that occur under those credentials. It is your responsibility to ensure that your use of the Application and Account does not contravene any applicable laws, rules, or regulations.

If you know or have any reason to suspect that someone has gained access to your account, or your credentials have been lost, stolen, misappropriated, or otherwise compromised, please immediately notify HackenAI to the following e-mail: support@hacken.ai.

To recover your Account you need to enter your backup phrase which will be transformed into a key enabling you to derive the keys for deciphering data backed up in HackenAI storage.

To delete your Account please press “Delete my Account” in the settings of the Application or contact us at support@hacken.ai with the respective request.

HackenAI Services

HackenAI provides to the users of the Application the multifunctional services intended for boosting your personal cybersecurity (“**HackenAI Services**”).

- HAI tokens and Staker Program

The Application is powered by the native HAI tokens (“**HAI**”) that may be used in two forms:

Untradeable HAI token allows access to the features of the Application. Untradeable HAI token is not a security or a financial instrument and is intended for use within the HackenAI Services only. Untradeable HAI may not be exchanged or traded on external services..

Tradeable HAI token is a cryptographic utility VIP180 token usable on the VeChain blockchain that may be exchanged or traded both within HackenAI Services and on external Services.

You can obtain HAI by:

- ❑ Earning it at [Hackenproof bug bounty platform](#);
- ❑ Buying it at an exchange.

- CyberBootCamp

CyberBootCamp is an educational feature of the Application which enables users to learn the basics of personal cybersecurity. It consists of several modules each of which includes the theoretical lessons, the practical part and the final test.

- Password Manager

The main purpose of HackenAI Password Manager is a secure storage of the user's passwords, passwords generation, forms autofilling and provision of password strength alerts.

Please note that HackenAI does not have access to your passwords - they are kept securely encrypted on the hardware devices on which you use the Application and backed up in HackenAI secure storage. We endeavour that the passwords generated by the Application are as secure as possible, however we do not guarantee their security, and we explicitly disclaim any warranties as to their immunity to any attack, hacking or cracking.

- Compromised accounts monitoring

HackenAI facilitates monitoring of the users' accounts for compromises through using the API of [Third-Party Services](#) or third-party databases. We are not responsible for and do not guarantee the accuracy and reliability of the results of this feature exploitation.

You are solely responsible for the use of such Third-Party Services and compliance with their terms and policies applicable to such use.

- **NonCustodial Crypto Wallet**

The Crypto Wallet is a software that permits you to store, exchange, trade the virtual currency and view transaction history. At no point will HackenAI ever own or take custody of virtual currency stored in the Crypto Wallet. The users interact directly with each other through the VeChainThor blockchain, and have the total independent control over their virtual currency.

Your own Crypto Wallet is created at the moment you sign up with the Application, as well as a cryptographic private and public key pair is generated. The private key is stored in the user's personal data storage, the public key is backed up on HackenAI servers. If you terminate your Account, you will no longer have access to your wallet.

You are responsible for paying transaction fees when using the Crypto Wallet. The transaction fees on the VeChainThor blockchain must be paid using VTHO in accordance with the [VeChainThor transaction model](#). For your convenience HackenAI designed the wallet in such a way that you delegate this responsibility to HackenAI while paying the equivalent of the transaction fee to HackenAI in HAI as a supplement to the transacted sum.

You expressly relieve and release HackenAI from any and all liability and loss arising from your use of the Crypto Wallet and/or resulting from any your breach of these Terms or any applicable laws and regulations.

Content and intellectual property rights

The Application is owned and controlled by HackenAI. Unless otherwise agreed in writing, all materials in the Application, including text, graphics, computer code, information, images, designs, icons, photographs, video, sounds, music, any other materials and the intellectual property rights in such materials (collectively, the "**Content**"), are owned, controlled and/or licensed by HackenAI or included in the Application with the permission of the relevant owner and are protected by copyright and other national and international intellectual property rights.

Certain trademarks, trade names and logos used or displayed on the Application are registered and unregistered trademarks and trade names of HackenAI and/or of relevant holder(s) and may not be copied, imitated or used, in whole or in part, without the prior

written permission of HackenAI or the applicable trademark holder(s). In case you download or copy the Content and other downloadable materials displayed in the Application, no right, title or interest in any downloaded or copied Content is transferred to you as a result of any such downloading or copying. You agree not to change or delete any ownership notices from materials downloaded or printed from the Application.

Subject to your compliance with these Terms, HackenAI grants you a limited, personal, non-exclusive, non-sublicensable, revocable, non-transferable, worldwide license to (i) access and use the Application on your personal device(s) in the manner provided for in these Terms; and (ii) access and view any Content made available in or through the Application and accessible to you.

Without the prior written permission of HackenAI, you may not frame, or make it appear that a third-party website or service is presenting or endorsing, any of the Content, or incorporate any intellectual property of HackenAI, the Application users or any of their licensors into another website or other service.

To request permission to place a link on your website to enable users to click through from your website to the Application, please send your name, address, website URL, and nature of the website to support@hacken.ai.

HackenAI reserves the right to monitor your use and to alter or revoke this license or your access to the Content at any time and for any reason without prior notice. HackenAI allowing you this limited use does not constitute a waiver of any of HackenAI's rights to the Content. You are also advised that we are determined to enforce our intellectual property rights to the fullest extent of the law, including through civil remedies and criminal prosecution.

Our Application contains the open-source components that are subject to "open source" or "free" software licenses controlled by third parties. Nothing in these Terms limits or expands the rights of the end-user license for any open-source software. If required by the applicable license, HackenAI will make open-source software available by written request to the following address: support@hacken.ai.

Third-party services and websites

The Application may contain links or frame hyperlinks to other websites governed by third parties, as well as some features of the Application may be made available or accessed in connection with third-party services, content or Application Programming Interfaces (“APIs”) that HackenAI does not control.

You acknowledge that different terms of use and privacy policies may apply to your use of such third-party websites, services and content.

These links are provided as a convenience to you and as an additional avenue of access to the information contained therein. We have not necessarily reviewed all the information on those other websites and are not responsible for the content of those or any other website or any products or services that may be offered through those or any other website.

Inclusion of links to other website should not be viewed as an endorsement of the services or content of the linked website. Users use such third-party services and content contained therein at their own risk. We are not responsible for any losses, damages or other liabilities incurred as a result of your use of any linked website.

Some HackenAI Services are rendered in compatibility with third-party websites or services. We cannot guarantee that any currently supported third-party services will remain compatible with the Application and all features of the Application are constantly available and uninterrupted.

Warranties and disclaimers

The services and content provided through the Application are provided “as is” and “as available”. To the fullest extent permitted by law, HackenAI explicitly disclaims all warranties, express or implied, regarding the Application, content and any services you may obtain or access through the Application, including, but not limited to, implied warranties of title, merchantability, fitness for a particular purpose and non-infringement of intellectual property rights.

The data stored within the Application is strongly encrypted and secured by other protective measures. Nevertheless we do not guarantee that your data is completely protected and resistant to any risk of being hacked, cracked, stolen or otherwise misused by any third parties. HackenAI does not and cannot screen or access your data.

HackenAI does not guarantee that the Application will be uninterrupted or error-free, that any defects will be corrected, or that the Applications are free of viruses or anything else harmful.

HackenAI is not responsible if any information, statistics, statements or other materials available on or through this the Application are inaccurate or incomplete, as well as for typographical errors or omissions relating to pricing, text or graphics. We are not making any promises of any kind, including about the accuracy, adequacy, usefulness, reliability, legality or otherwise of the Application and the Services. You agree that it is your responsibility to monitor any changes and updates to the Application and the information contained therein.

Limitation of liability

In no event shall HackenAI, its directors, members, employees or agents be liable for indirect, incidental, special, exemplary, punitive or consequential damages, including lost profits, lost data or property damage related to, in connection with, or otherwise resulting from your use or inability to use the Application, any transaction made through the Application, including, without limitation, any damages caused by or resulting from reliance by a user on any information obtained from HackenAI, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, even if HackenAI has been advised of the possibility of such damages.

HackenAI shall not be liable for any damages, liability or losses arising out of any transaction or relationship between you and other user or third-party services provider, whether or not HackenAI has been advised of the possibility of such damages.

The foregoing limitations of liability do not apply to the extent prohibited by law, but in such case, HackenAI's liability will be limited to the greatest extent permitted by applicable law. Please refer to your local laws for any such prohibitions.

If any part of the warranty disclaimers or limitations of liability is found to be invalid or unenforceable for any reason or if we are otherwise found to be liable to you in any manner, then our aggregate liability for all claims under such circumstances for liabilities, shall not exceed \$1000.

Indemnification

You agree to defend, indemnify and hold harmless HackenAI, its officers, directors, employees, business partners and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from: (i) any breach by you of any of these Terms, (ii) your use/misuse of materials, content or features available on the Application or (iii) a violation by you of applicable law or any agreement or terms with a third party to which you are subject.

You also agree to reimburse HackenAI for any damage, loss, cost or expense HackenAI incurs (including fees or costs of attorneys, accountants, professional advisors, and other experts incurred in connection with the defense or settlement of the foregoing) because of your use of the Application for any unlawful or prohibited purpose.

HackenAI reserves the right to handle its legal defense however it sees fit, including instances when you are indemnifying us. Therefore, you agree to cooperate with us so we execute our strategy.

Applicable law and dispute resolution

Except as otherwise set forth in these Terms or any policies, these Terms shall be exclusively governed by and construed in accordance with the laws of the State of Delaware and the USA, excluding its rules on conflicts of laws.

If any material or service provided through the Application, or your use of the Application, is contrary to the laws of your jurisdiction when you access it, the Application is not intended for you, and we ask you not to use the Application. You are responsible for informing yourself of the laws of your jurisdiction and complying with them.

Except where prohibited by applicable law, and without limitation to any statutory rights for consumers, you agree that any dispute, conflict, claim or controversy directly or indirectly arising out of or broadly in connection with or relating to the Application or these Terms, including, without limitation, those relating to its validity, its construction or its enforceability (any "**Dispute**") shall be resolved by means of amicable negotiations directly with HackenAI team in accordance with the principles of good faith and cooperation.

If the consensus may not be reached by the negotiations, the Dispute shall be settled in accordance with the following Arbitration Agreement between you and HackenAI. You and HackenAI hereby consent to submit to the jurisdiction of the federal and state courts sitting in the state of Delaware for any actions, suits, or proceedings arising out of or relating to these Terms, that are not subject to the Arbitration Agreement.

Arbitration Agreement

Applicability. All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with these Terms and Conditions, that cannot be resolved informally or in small claims court shall be resolved, to the extent permitted by applicable law, by binding arbitration on an individual basis under the terms of this Arbitration Agreement. This Arbitration Agreement applies to you and HackenAI, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services provided under these Terms.

Notice. Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to HackenAI should be sent to: support@hacken.ai and via mail to 251 Little Falls Drive, Wilmington, New Castle County, Delaware, 19808, USA. After the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

Arbitration Rules. Arbitration shall be initiated through the American Arbitration Association ("AAA"), that offers arbitration as set forth in this section. The rules of the AAA shall govern all aspects of this arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules conflict with these Terms. The AAA Consumer Arbitration Rules ("Arbitration Rules") governing the arbitration are available online at www.adr.org.

The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than ten thousand U.S. Dollars may be resolved through binding non-appearance-based arbitration, at the option of the parties. If non-appearance arbitration is elected, the arbitration shall be conducted online and/or based solely on written submissions.

For claims or disputes where the total amount of the award sought is ten thousand U.S. Dollars or more, the right to a hearing will be determined by the Arbitration Rules.

Any hearing will be held in the city of Dover, Delaware, unless the parties agree otherwise.

Authority of Arbitrator. The arbitrator will have exclusive authority to resolve any dispute related to these Terms, including their formation and any claim that some or all of it is void or unenforceable. The arbitrator will decide the rights and liabilities, if any, of you and HackenAI. The arbitration proceeding will not be consolidated with any other matters or joined with any other proceedings or parties. The arbitrator may (i) grant motions dispositive of all or part of any claim or dispute, (ii) award monetary damages and grant any non-monetary remedy or relief available to an individual party under applicable law, the Arbitration Rules, and these Terms. The arbitrator will issue a written award and statement describing the essential findings and conclusions on which any award (or decision not to render an award) is based, including the calculation of any damages awarded. The arbitrator will follow the applicable law. The award of the arbitrator is final and binding upon the parties. Each party will bear its own costs of arbitration.

Waiver of Jury Trial. The parties hereby waive their constitutional and statutory rights to go to court ([except](#) as further provided) and have a trial in front of a judge or a jury, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, excluding claims for injunctive or other equitable relief as set forth below.

Waiver of Class or Consolidated Actions. All claims and disputes within the scope of this Arbitration Agreement must be arbitrated or litigated on an individual basis and not on a class basis, and claims of more than one customer or user cannot be arbitrated or litigated jointly or consolidated with those of any other customer or user.

Opt Out. You may opt out of the provisions of this Arbitration Agreement requiring and governing arbitration by sending written notice to support@hacken.ai or via mail to 251 Little Falls Drive, Wilmington, New Castle County, Delaware, 19808, USA, within thirty (30) days after accepting these Terms. Your notice must include your name and Account Email, and an unequivocal statement that you are opting out of this Arbitration Agreement. Opting out will not affect any other provisions of these Terms.

Exceptions. Notwithstanding the foregoing, (i) either party may bring an individual action in small claims court, and (ii) claims of defamation, violation of the Computer Fraud and Abuse Act, or infringement or misappropriation of the other party's intellectual property rights may be exclusively brought in the state or federal courts located in Delaware, USA.

Severability. If any part or parts of this Arbitration Agreement are found to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts will be of no force and effect, but the remainder of the Arbitration Agreement will continue in full force and effect.

Other terms. This Arbitration Agreement will survive the termination of your relationship with HackenAI. A request for equitable relief will not waive the right to arbitrate.

All claims shall be brought within one (1) year after the claim arises, except to the extent a longer period is required by applicable law.

Electronic communications

While using the Application you understand and agree that we may send you communications or data from the Application via e-mail and/or push notifications, including but not limited to (i) notices and alerts about the services requested by you; and (ii) updates and information or materials regarding these Terms, the Services and transactions in which you are involved via use of the Application.

Note, however, that some email messages may be more “commercial” in nature than others, as they may advertise a feature of the Application or our merchandise or a product or service in which we believe you may be interested, or may otherwise discuss a marketing campaign or promotion offered by HackenAI.

We will give you the opportunity to unsubscribe from receiving these commercial emails from us by following the instructions provided in such message(s).

Termination

Termination by HackenAI. We reserve the right, at any time at our sole discretion, to: modify, suspend or discontinue the Application, the Services, content, features or offers through the Application, with or without notice; and/or offer or cancel opportunities to some or all users of the Application. You agree that we shall not be liable to you or to any third party should any of the foregoing occur with respect to the Application.

HackenAI reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of these Terms, including, without limitation, the suspension or termination of your access and/or account. HackenAI may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong.

Termination by you. You may terminate this Agreement at any time by no longer accessing or using the Application. If you close your Account, all licenses granted in these Terms will immediately terminate. We may delete all data associated with your Account and activity from our servers without liability or obligation to you.

Other terms

Headings of provisions are for convenience only and shall not be used to limit or construe any provisions of these Terms.

If any provision of these Terms is determined to be unlawful, void or unenforceable, the remaining provisions of these Terms will continue to be fully valid, binding and enforceable.

We may transfer our rights and obligations under these Terms to third party, but this will not affect your rights or our obligations hereunder. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

Questions and contact information

If you have any questions or comments about these Terms & Conditions or the Application, please contact us by:

Emailing us at: support@hacken.ai.

Writing to the following address: 251 Little Falls Drive, Wilmington, New Castle County, Delaware, 19808, USA.