



## **"BITDEFENDER BUG BOUNTY" PROGRAM TERMS**

The **"BITDEFENDER BUG BOUNTY"** program, hereinafter referred to as the "Program", is offered by BITDEFENDER SRL, with the registered office having the address **24 Delea Veche St., Offices Building A, floor 7, district 2, Bucharest, Romania**, registered in Bucharest town, under **registration number J40/20427/2005**, legally represented by **Florin Talpes**, as Managing Director, hereinafter referred to as the **"Bitdefender"**

### **A.1. PROGRAM DURATION**

The Program starts on **December 10<sup>th</sup>, 2015 (GMT +2)**. Bitdefender can cancel the Program at any time and change its terms at any time without prior notification.

### **A.2. ELIGIBILITY AND TERRITORY**

The **"BITDEFENDER BUG BOUNTY"** program is offered by BITDEFENDER to residents of countries where such programs are allowed by the laws of those countries. By entering the program, you accept sole responsibility for determining whether your participation is legal in any jurisdiction that applies to you. To be eligible to participate at the program, the participants ("Participants") must be of the age of majority in their jurisdiction of residence and must have an active email account and Internet access at the time of entry. Employees and directors of Bitdefender, its advertising and promotion agencies, and the immediate family (parent, child, sibling and spouse of each) or members of the households of such employees and directors (those who have lived in the same household for at least three of the 12 months preceding the applicable program duration) are not eligible. By entering, you agree to these Program Terms and that the decisions of Bitdefender are final and binding in all respects.

Void where prohibited or restricted by law.

The Program is open to participants worldwide (excluding locations where prohibited by law).

Participants are responsible for any tax implications depending on the country of residency and citizenship. There may be additional restrictions on Participant's ability to enter depending upon local law.

### **A.3. ENTRY**

Please note that your participation in the **BITDEFENDER BUG BOUNTY program** is voluntary and subject to the terms and conditions set forth on this document.

To qualify for a bounty, you must:

- a) Be the first person to responsibly disclose the bug
- b) Report a bug as described in the Qualification Criteria section from Bitdefender Bug Bounty Program
- c) Not reside in a country under any current U.S. or EU Sanctions
- d) Report a bug in Bitdefender products and/or services. Bugs disclosed publicly or to a third-party for purposes other than fixing the bug will not qualify for a bounty.



#### **A.4. SELECTION OF A GOOD REPORT**

If you believe you have discovered vulnerability, please submit a bug report to [bugbounty@bitdefender.com](mailto:bugbounty@bitdefender.com).

Please note that by submitting to us a bug report that contains description of a bug or any suggestions to Bitdefender regarding features, functionality or performance of the Bitdefender product, services or any materials regarding Bitdefender Product ("Suggestions") such Suggestions shall become the sole and exclusive property of Bitdefender. Bitdefender has no obligation to implement any Suggestions. You hereby assign to Bitdefender any and all rights, title and interest you might have in and to any such Suggestions and all intellectual property rights therein.

Bitdefender bug bounty team will analyse the bug report, and will make a determination whether your finding is determined to be a valid issue by our response team. If it qualifies, a bounty will be awarded to you.

#### **A.5. BOUNTIES INFORMATION**

Bounties are awarded at the discretion of Bitdefender bug bounty team.

Bitdefender offers a minimum reward of \$100.

There is no maximum reward: each bug is awarded a bounty based on the assessment made by Bitdefender bug bounty team.

Bitdefender will award only one bounty per bug report.

The decision as to whether or not to pay a reward has to be entirely at Bitdefender discretion.

We are unable to issue rewards to individuals who are on sanctions lists, or who are in countries on sanctions lists.

Payments are made only as wire bank transfers. The checks and any other money transfer services are not applicable. The payment recipient is responsible for any transfer charge and for accessing the funds once transferred. Considering that Bitdefender is required to report all individual researchers' rewards to the domestic fiscal authority, we would require the full name, the current physical mail address and the complete wire bank coordinates for the awarded participants. These identifications requirements are imposed by us by the authorities, therefore Bitdefender cannot make any exceptions on these. Due to these identification requirements, Bitdefender will only deal with the original reporter directly.

All decisions regarding reward payments are final.

#### **A.6. LAWS, JURISDICTION AND DISPUTES**

The Program Terms are governed by the applicable laws and venue from Bitdefender's headquarter. In case any of the clauses will be declared void, the other clauses won't be affected and will continue to be valid and applicable within the limits of the Law.

The Program Terms are available, free of charge, on the "BITDEFENDER BUG BOUNTY" landing page and at the headquarters of BITDEFENDER.



#### **A.7. FORCE MAJEURE**

Force Majeure means any event which cannot be controlled, corrected or foreseen by the Bitdefender, including the impossibility of the Bitdefender, for reasons beyond its control and the appearance of which makes the latter unable to meet the obligations undertaken by these Program Terms.

If the above situation occurs or another force Majeure event occurs which prevents or delays totally or partially the implementation of the Program Terms or the continuation of the program, Bitdefender will be exonerated of the responsibility for meeting its obligations for the period in which this will fulfilment is prevented or delayed under law.

If Bitdefender invokes the force Majeure, it must notify the participants its existence, within 5 working days from the occurrence of the force majeure event. Force majeure event will be communicated on the website of Bitdefender.

#### **A.8. PROTECTION OF PERSONAL DATA**

Participation in BITDEFENDER BUG BOUNTY program, involves the participants' express acceptance that their personal data to be stored and processed by Bitdefender for further potential notifications from it.

Bitdefender is obliged not to give personal data to third parties, except for the companies involved in the program organization. Participants in the program are guaranteed the rights stipulated by the Laws on the protection of individuals regarding the processing of personal data and free movement of such data, based on a written request of the participant, dated and signed, mailed to the Bitdefender address:

- The access right to data: any concerned person is entitled to obtain from the operator, upon request and free of charge to one request per year, the confirmation of the fact whether his/her personal data are processed by the operator or not;
- The right of intervention on the data: every concerned person is entitled to obtain from the operator, upon request and free of charge:
  - a. As the case may be, correction, update, blocking or deletion of data the processing of which does not comply with the law, especially the incomplete or inaccurate data;
  - b. As the case may be, transformation to anonymous data of the data the processing of which does not comply with the law;
  - c. Notification to third parties to whom data have been disclosed, of any operation conducted under paragraph a) or b) unless such notification proves impossible or involves a disproportionate effort towards the legitimate interest that could be harmed;
- Right of opposition: the concerned person has the right to oppose at any time, based on grounded and legitimate reasons relating to its particular case, that his/her data is processed, except for cases in which contrary legal provisions are in force.

In order to exercise the rights above mentioned, the concerned person may request it from the operator, through a written, dated and signed request.

The operator is required to notify the measures taken and, if necessary, the name of the third party to whom the personal data had been disclosed referring to the person concerned within 15 days from the receipt of the application. Bitdefender undertakes that, upon first communication in writing it might have with people in the so created database, it shall present the rights under the laws regarding personal data protection.



If the participants fail to request otherwise in writing, they agree to the collection and use of personal information by Bitdefender in the manner set out in the previous paragraph. Participants may withdraw, at any time, their consent for the use of their personal data or for receiving of any information or correspondence, through an application made in writing, sent to Bitdefender's address.

#### **A.9. CONFIDENTIALITY**

You hereby acknowledge and agree that only Bitdefender is entitled to disclose to public any vulnerabilities you discover and report to Bitdefender. You should maintain full confidentiality of any vulnerabilities you discover and report to Bitdefender report to Bitdefender and not to disclose to third parties any such vulnerability unless expressly authorized by Bitdefender. Failure to maintain confidentiality with Bitdefender regarding a vulnerability will be considered a breach of trust by you and will result in the loss of any bounty that would otherwise be due for the discovery of the vulnerability.

Bitdefender considers any public discussion of a vulnerability, even hints at the existence of such a vulnerability, to be a breach of these confidentiality requirements. Further, sharing information regarding a vulnerability with any third-parties will also be considered a breach. Failure to maintain confidentiality will result in disqualification of the specific vulnerability disclosed and may result in the reporter being barred from any future rewards under this program.

#### **A.10. LEGAL BASIS**

These Program Terms are in accordance with the provisions of national laws on the marketing of goods and services, and the laws for the protection of persons concerning the processing of personal data and free circulation of such data.

Complaints with respect to the bounties awarded will not be considered and will not be the liability of the Bitdefender.

If case of attempts or fraud, abuse or acts of nature to affect the image of the Bitdefender, the latter reserves the right to take all necessary measures to remedy the situation occurred.

Bitdefender assumes no liability for any facts that determine the impossibility to reach the participant that qualifies for a bounty as the impossibility of notification in writing caused by the change of the e-mail address of the participant or non-receipt, by his/her failure to read the correspondence, etc..

**BITDEFENDER SRL**

**FLORIN TALPES**

Legal representative