Yogosha End-user license agreement

Applicable to all researchers that register on the Yogosha platform.
Applicable to Yogosha's Coordinated Vulnerability Disclosure (CVD) program.

Updated in January 2021

Preamble

The Bug Bounty platform named "Yogosha" (hereafter, the "Platform") accessible using an ID connection and a password via the URL address https://app.yogosha.com/signin, is edited by the Yogosha company, a simplified joint-stock company, with a capital of 17 235,00 euros and whose head office is located at 47 Rue Marcel Dassault, 92514, Boulogne Billancourt, France, registered at the "Registre du commerce et des sociétés" in Nanterre under the number 815 035 563 for which the intra-community VAT is FR 56 815035563 (hereafter "Yogosha").

The herein End-user License Agreement (hereafter "the EULA") has an objective to define the modalities and conditions regarding registration and user access to the platform as well as the associated services provided by Yogosha. This EULA do not apply to cases where the Researcher has passed Yogosha's security tests ("CTF"), completed his KYC and filled in his payment information. Other conditions apply to Researchers affected by this advanced device.

1.The Purpose of the Platform

The platform enables IT security expert users who were admitted to the platform following the selection process described herein (hereafter "researchers") to establish a relationship with companies who have a subscription to access and use the platform (hereafter "clients") that are willing to submit elements, components, tools and/or IT solutions belonging to the said companies, in order to detect flaws in return for a pre-determined fee depending on the typology of the detected flaws.

In order to access and use the platform as a Researcher, each user must :

(i)   make a request to open an account via the link https://app.yogosha.com/signup/researcher (hereafter "User Account") ;

(ii)   unreservedly accept the EULA.

The use of the Platform, under the conditions determined herein, notably enables the Researcher to :

- consult any ongoing security flaw test campaigns launched by the Clients (hereafter "Bug Bounty Campaigns"), with each Bug Bounty Campaign being the object of a program determined by the Client, presenting the targets to test and the financial compensation due in the event of any

flaws being discovered (hereafter "Compensation"), as well as the specific technical and legal conditions applicable to the campaign (hereafter "Bug Bounty Program") ;

- join a Bug Bounty Campaign ; in doing so, the researcher makes a commitment towards the Client, to abide by the contractual terms applicable to the particular Bug Bounty Program ;
- submit reports of detected security flaws written by the Researcher to the Client (hereafter "Security Reports") ;
- consult the progression of the various Bug Bounty Campaigns in which the Researcher has participated ; and

2. The scope of the EULA

Applicable to all researchers that register on the Yogosha platform.
Applicable to Yogosha's Coordinated Vulnerability Disclosure (CVD) program.

Yogosha reserves the right to modify, at any time, all or part of the EULA and/or the Platform and/or the Associated Services. If so, the Researchers will be informed of all the EULA modifications at least three (3) days before these modifications become effective. By continuing to use the platform following the date that any modifications to the EULA and/or the platform and/or the Associated Services were put into effect, the Researcher is deemed to have accepted said modifications.

The EULA's purpose is not to govern the relationship between (i)Yogosha and a company looking to access and use the Platform as a Client (in which case, please contact us here : legal@yogosha.com), (ii) Yogosha and a Client, and (iii) the Researcher and the Client.

3. Registering on the Platform as a Researcher

3.1 Creation and use of the User Account
To access and use the Platform, the Researcher must create a User Account and carry out a series of tests prepared by Yogosha.

A User Account is created via the URL link :
https://app.yogosha.com/signup/researcher. During this process, the Researcher is invited to provide certain personal information relative to their identity, notably including their surname, first name, and e-mail address.

Mandatory information is indicated by an asterisk throughout the registration.

During the creation and use of their User Account, The Researcher commits to providing accurate, complete and honest information.

The Researcher commits to not creating or using accounts other than the one initially created, whether it be under their own identity or that of a third party.

The ID and password associated with the User Account are strictly personal and must not be transmitted to any third parties. The Researcher acknowledges being the sole individual responsible for the security and use of the User Account. The Researcher commits to immediately warning Yogosha in the instance of any violation of confidentiality and/or fraudulent use of their User Account.

3.2 Modifying the User Account
The Researcher can modify their profile via a dedicated web page ("Profile") on the Yogosha Platform.

3.4 Duration and end of the User Account

Subject to any of the provisions stated below, the User Account remains valid for an indefinite amount of time from the date of its creation.

The Researcher can, at any moment, terminate their contract and close their User Account by addressing an e-mail to the support@yogosha.com address. This procedure is definitive and irreversible, and will result in the deletion of the User Account, as well as all the Researcher's personal data.

In the case of the Researcher failing to abide by the obligations stated in the EULA and, in particular, the obligations imposed on the Researcher during a Bug Bounty Campaign, Yogosha reserves the right, at its own discretion and depending on the severity and the duration of the infraction, to suspend or delete the User Account, without prejudice of any rights or actions of Yogosha against the Researcher.

4. Obligations

4.1 The Researcher's obligations.

4.1.1 Confidentiality obligations.
The Researcher commits to not divulging any information that they access throughout their use of the Platform.

Within the framework of a Bug Bounty, the Researcher acknowledges and accepts submitting to a strict confidentiality obligation, notably towards the Bug Bounty Program, all information and/or data that they have access to throughout the tests, the test results and including the Security Reports submitted to the Clients, comments produced by the clients and the Clients identity. If necessary, the Client can also arrange for specific confidentiality obligations to be included in the Bug Bounty Program, that the Researcher is obliged to accept in order to participate in the Bug Bounty Campaign in question. The Researcher notably commits to not collaborate with other Researchers invited by the Client to participate in the Bug Bounty Program, if the Client has specifically made the

request as part of the specific confidentiality obligations that they will have produced.

The Researcher is informed that a failure to abide by the confidentiality obligations outlined in the EULA and/or in one of the Clients Bug Bounty programs constitutes a serious breach of the said EULA and could result in the temporary or definitive suspension of the User Account in accordance with Article 11 herein, without prejudice of any other of Yogosha's rights or actions.

4.1.2 Clients' personal Data protection

During the security tests performed by the Researcher as part of the Bug Bounty Campaigns undertaken, the Researcher can be put in a position to access, retain or process the Client's personal data within the Client's account and in accordance with their instructions.

For this reason, the Researcher commits to abide (i) by the applicable regulations in terms of personal data protection, in particular the Regulation (EU) 2016/679 from the 27th April 2016 (General regulations on data protection) (the "GDPR") as well as the Law n°78-17 from the 6th January 1978 relative to data, files and liberties, such as it has been successively modified.

4.2 Yogosha's obligations

Yogosha commits, in the context of an "obligation of means" ("obligation de moyens", in the French civil code), to make the Platform available to the Researcher, in accordance with the EULA provisions. In the case of being made aware of a malfunction of the Platform, Yogosha will engage their resources as quickly as possible and will act diligently to rectify it.

The Researcher acknowledges and accepts that Yogosha could find itself in the position of having to temporarily suspend access to all or part of the Platform, notably for technical maintenance reasons, without it resulting in any responsibility on Yogosha's part. Furthermore, due to the intrinsic nature of the internet network and IT and telecommunications systems, interruptions, delays and breakdowns can occur. To this extent, Yogosha cannot provide any guarantees and therefore cannot be held responsible for any damages related to the use of the internet network and IT and telecommunications systems.

5. The Researcher's Independence

The Researcher acknowledges and accepts that the EULA does not create a subordination link, of common organisations or businesses between Yogosha and the Researcher. Each of the parties of the EULA acts on their own behalf and their own account, with no power of engaging the other in any way or form.

The Researcher acknowledges and accepts that they accept and use the platform, and participate in the Clients Bug Bounty Programs independently, without any dependence or subordination links towards Yogosha.

The Researcher acknowledges and accepts that Yogosha's intervention in the commercial and contractual relationship between the Researcher and the Client is limited solely to these accompaniment services and the advice provided to each of the parties.

6. Responsibility

6.1 The Researcher's responsibility
The researcher takes sole responsibility for how they use the Platform and the adherence to the obligations subjected to them under the EULA. For this reason, by registering for a Bug Bounty campaign, the Researcher is solely responsible for the adherence of the terms of the Bug Bounty Program as laid down by the Client.

Henceforth, the Researcher guarantees Yogosha against all complaints, actions, claims and/or appeals of any kind that other Researchers or even the Clients could formulate, and/or third parties opposing Yogosha due to a violation, by the Researcher of their obligations under the terms of the EULA, or, more globally, of their use of the Platform. The Researcher commits to compensating Yogosha for any prejudice and damage that the latter could sustain and to pay them all the fees that they might incur as a result.

6.2 Yogosha's Reponsability
Yogosha does not hold a decision-making role in the drafting of Bug Bounty Programs or the Security Reports and only intervenes, in the context of a Bug Bounty Campaign, as an intermediary service under order to advise the Researchers and the Clients. Yogosha could therefore not guarantee the accuracy, the quality, the veracity and the reliability of the Bug Bounty Programs and the Security Reports.

In the event that the Platform may contain content that redirects the Researcher towards third party apps and/or websites on which Yogosha has no control, the Researcher acknowledges and accepts that Yogosha cannot be held liable for the content on these third party apps and/or websites.

Furthermore, Yogosha is not responsible for the compensation process that could be undertaken between the Researcher and the Client, within the framework of the production of Security Reports that the Client will assess as relevant.

7. Intellectual property

7.1 Yogosha's intellectual property
The Researcher acknowledges and accepts that Yogosha and/or their licensors remain exclusive owners of the Platform, as well as all the elements that make up the Platform, which includes, without this list being restrictive, all texts, graphics, images, logos, names, titles, brands, techniques, processes, know-how,

photographs, videos, drawings, data, object code, source code, as well as all the rights related to them, notably intellectual property rights.

On condition of the aforementioned, the access and/or use or the Platform does not constitute in any form, the acknowledgement of a right, and generally speaking, does not entitle the Researcher to any intellectual property rights relative to an element of the Platform. In particular, the Researcher is not authorised to download, copy, alter, modify, adapt, delete, distribute, transmit, diffuse, sell, lease, grant or exploit the elements that make up the Platform, in its entirety or parts, no matter the manner, without intentional and prior approval from Yogosha.

7.2 The Researcher's intellectual property

The Security Reports elaborated by the Researcher, including its textual and graphical content, as well as all intellectual property rights affiliated to it, transmitted by the Researcher to the Client and/or Yogosha as part of a Bug Bounty Campaign, remain the Researchers property as long as the Client has not validated and has not paid the Researcher for their reports.

The method implemented by the Researcher to detect security flaws remains the Researcher's property even following the validation and payment for the Security Reports by the Client.

In order to use the Platform features and benefit from Yogosha's support during a Bug Bounty Campaign, the Researcher grants Yogosha, for the duration of the EULA, a free right to access, use and reproduce the Security Reports produced by the Researcher.

The Researcher is responsible for the total content of a Security Report. For this reason, the Researcher guarantees that they own all the necessary rights and authorisations for the use of the Security Report. Equally, the Researcher commits to defending and compensating Yogosha against all actions or claims alleging that the Security Report violates the rights of a third party.

7.3 The Client's intellectual property

The Researcher acknowledges and accepts that the Client owns, or possesses the necessary authorisation for the use of any information or data that the Client makes available via the Platform, including Bug Bounty Programs, any affiliated objects, a URL, an IP address redirecting to an app, a website, or any other part of the Client's IT system submitted to the Researcher as part of a Bug Bounty Campaign, and more generally speaking, of all the Client's data that the Researcher has access to during a Bug Bounty Campaign, as well as all intellectual property rights belonging to them
(hereafter "Client Data")

The Reports and their contents become the Client's exclusive property as soon as the Client validates the Reports on the Platform and has paid the Researcher who wrote it.

8. EULA breach

In the event of a breach of the obligations of the EULA by the Researcher, or of their obligations towards the Client regarding a Bug Bounty Program that they accepted, and/or applicable laws or regulations, Yogosha reserves the right to take any measures they deem appropriate and in particular to delete the Security Reports, to suspend and/or delete the Researchers User Account, following the warning of a breach or, in the case of a repairable breach, following an initial formal notice to comply within a reasonable time frame, which remains outstanding.

All breaches by the Researcher liable to jeopardise confidentiality, intellectual property rights, and/or the Platform's security and/or the Client's data constitute a major breach, against which Yogosha will be able to take the aforementioned measures as soon as they are informed of the Researcher's misconduct.

The described measures in the Article herein are without prejudice of any other of Yogosha's rights and actions, notably the damages and interest Yogosha could claim.

9. Personal data

In the context of the provision of the Platform, Yogosha may be required to process personal data relating to the Researcher. Yogosha will carry out the processing of this information whilst ensuring the Researcher's privacy is respected, and commits to protecting any personal data, by ensuring confidentiality and security, in accordance with the applicable provisions, in particular the GDPR and the French law n°78-17 named "Loi Informatique et Libertés" (hereafter "Applicable Regulation")

The Article herein only affects the Researcher's personal data that is processed by Yogosha in the context of the use of the Platform. To know more about the data processed by Yogosha when accessing and using the Yogosha website (accessible via the URL link: https://yogosha.com/fr/), please consult Yogosha's website confidentiality policies here: https://yogosha.com/fr/politique-de-confidentialite-2/.

9.1 Categories of the Personal data treated and purposes

Yogosha may have to collect and process personal data :

- when the Researcher registers on the Platform ;
- when the Researcher uses the Platform, notably by participating in Bug Bounty Campaigns ;
- when a Security Report containing personal data is submitted to Yogosha and the Client by the Researcher ; and

- when the Researcher contacts Yogosha for any questions and/or to benefit from Yogosha's support.

The following chart presents in a detailed manner how the Researcher's personal data is used, as well as the legal basis on which Yogosha relies to process this data.

	Purposes of the processing procedure	**Categories of the personal data processed**	**Legal basis of the treatment**
When the Researcher registers on the Platform	Creation of the User Account	● name*, first name; ● e-mail address* ;	The compulsory data (marked by an asterisk*) **is necessary for the execution of the contract (the EULA)** on the terms that Yogosha makes available to the Researcher on the Platform.
When the Researcher uses the Platform	Multifactor Authentification (2FA)	● Telephone number	The data is **necessary for the execution of the contract (the EULA)** under the terms provided by Yogosha to the Researcher and Associated Services.
When a Security Report containing personal data is submitted to Yogosha and the Client by the Researcher	Council and support for the Researcher throughout the drafting of a Security Report	All personal data susceptible to be included in a Security Report written by the Researcher following the security test and the intrusion of a Clients IT systems. This data is described but is not included in the report. Only the flaw that allows access to this data is described, as well as the paths to the data. For information, the Report could contain access to the final Client's commercial data, banking data or employees' personal data – depending on the perimeters tested.	This data is not consulted, processed or archived.

When the Researcher contacts Yogosha for any questions and/or to benefit from Yogosha's support	Answers to the questions asked by the Researcher relative to the Platform	All personal data susceptible to being provided by the Researcher throughout the exchange with Yogosha, as well as data susceptible to being requested by Yogosha in order to allow them to respond to the Researcher's demands	The data is **necessary for the execution of the contract (the EULA**) in order to allow Yogosha to respond to the questions answered by the Researcher.

9.2 Conservation timeframe

Yogosha retains the Researcher's personal data throughout the complete period that the Platform is in use by the Researcher, specifically the duration of the Researcher's User Account, plus the applicable statute of limitations (generally five years from the moment the User Account is closed and/or the EULA is rescinded).

9.3 The Recipient of the data

The Researcher's personal data can be made accessible to :

- Yogosha's internal teams in charge of treating the data for the purposes stated in the herein Article ;
- The public authorities, when Yogosha is obliged to disclose data as required by the Applicable Regulation and ;
- The company who handles the double-authentification to secure the access to the Platform, Twilio ;

9.4 Subcontracting

Yogosha calls on service providers acting as subcontractors under the Applicable Regulation in order to execute services relating to certain implemented procedures. Most notably, they are service providers for Web hosting services and IT maintenance or database management. These service-providers only act on Yogosha's instruction and are held to the same security and confidentiality obligations as Yogosha.

9.5 Researcher's rights regarding personal data

The Researcher has a right of access, to rectification, to portability, to erasure of their personal data, a right to restriction of processing as well as a right to object.

The Researcher also has a right to send Yogosha special directives relative to the rights relative to their data in the case of death.

To exercise their rights, the Researcher can address a request via e-mail at dpo@yogosha.com. If need be, Yogosha may have to ask the Researcher to provide documents justifying their demand and enabling proof of their identity.

Finally, if the Researcher feels that the rights regarding his data have not been followed, they can also address a complaint to the CNIL.

10.Force Majeure

The responsibility of the parties in the event of non-execution of one of their obligations under the EULA will not be taken into consideration when said non-execution is the result of an event that presents characteristics of Force Majeure, as defined by article 1218 of the French Civil Code.

If the Force Majeure event extends over thirty (30) consecutive days, the party to which the Force Majeure case is opposed, will be able to terminate the EULA in their own right.

11. Various

11.1 Cession

The Researcher acknowledges and accepts that Yogosha can freely transfer the EULA as well as the entirety of the rights and obligations attached to it to any third party, without any prior information or approval from the Researcher. The Researcher accepts that such a transfer releases Yogosha for the future.

11.2 Non-waiver

The fact Yogosha chooses not to use such provisions cannot be considered to be a waiver of the benefits of this provision or the right to subsequently use said provision and/or request compensation for all breaches of this provision.

11.3 Divisibility

If one of the given provisions of the EULA is deemed void or non-valid and is declared as such under the application of law, a regulation or following the ruling of a court of competent jurisdiction, this jurisdiction will be deemed null and void, without altering the validity of other provisions and will be replaced by a valid provision of equivalent effect, that parties commit to negotiating in good faith.

11.4 Applicable law – Litigation settlement

The EULA is governed by French law.

In the event of litigation relative to the conclusion, execution and/or implementation of the EULA, the parties agree to meet beforehand in order to find an amicable solution to their differences. If no agreement can been found during a thirty (30) day period, as of the written notification of amicable resolution of the addressed litigation by the most diligent party to the other party, the parties agree that their litigation will be resolved by the exclusive jurisdiction of the Nanterre tribunals.