



Terms of Service

Hacken.io

Last update: Apr 26,2023

We provide cybersecurity services for the global IT industry that you can learn about on a website available at <https://hacken.io/> (“**Website**”).

The Website is operated by Hacken OÜ (“**Company**” or “**we**”).

The Terms of Service (“**Terms**”) is a legally binding agreement governing your use of the Website between you (“**you**” or “**user**”) and Hacken OÜ. Please do not use the Website if you disagree with these Terms.

The collection and use of personal data in connection with your use of the Website are carried out in accordance with [Privacy Notice](#).

If you have any questions or comments about these Terms or the operation of the Website, please [contact us](#).

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Entire agreement

These Terms and any policies, including our Privacy Notice and any operating rules published on the Website, constitute the entire legally binding agreement and understanding between you and the Company, governing your use of the Website (“**Agreement**”).

By using the Website, you declare and warrant that:

- you have read, understand, and hereby agree to be legally bound by and to comply with these Terms in full;



- you are an individual with full legal capacity, which means you have reached the legal age and are not restricted otherwise (otherwise, you can use the We exclusively with the involvement of a parent or guardian);
- according to your local jurisdiction, you are eligible to enter into the Agreement and have no restriction to using the Website;
- you comply with all applicable laws and regulations;
- if you act on behalf of a corporation, governmental organization or other legal entity, you have the right, power, and authority to enter into these Terms on behalf of such an entity and bind it to these Terms.

Website

The Website contains information on the cybersecurity services provided by the Company, case studies, blogs and other resources related to the Company's activity.

Intellectual property rights and Content

Website is owned and controlled by the Company. Unless otherwise agreed in writing, all materials on the Website, including text, graphics, interface, visual interfaces, photographs, trademarks, logos, artwork, computer code, design, structure, selection, methods and algorithms, coordination, expression, and any other materials, and the intellectual property rights in such materials ("**Content**") belong to the Company or is included in Website with the consent of the owner.

Subject to your compliance with this Agreement and the Terms, the Company grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable, worldwide license to access and use the Content on the device(s) that you lawfully own or control in the manner provided for in these Terms.

Under this license, you may not:

- use any robot, spider, another automatic device, or manual process to monitor, copy, or "scrape" the Content or for any other unauthorized purpose without our prior written consent;
- avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Website to protect it;
- use Website for illegal purposes;
- use any hardware or software designed to interfere with the operation or disrupt the site's normal operation, as well as to covertly intercept modules, data, or personal information from the Website;
- interrupt or attempt to interrupt the operation of the Website in any way;
- change or delete any Company's ownership notices from materials downloaded or printed from Website;



- use the Content or any of its elements in any way not provided for in these Terms without the prior written permission of the Company or owners of the Content.

Any attempt to do so is considered a violation of these Terms and the rights of the Company. If you violate any of these restrictions, your use and access to the Website will be reviewed and terminated, and you may be subject to legal actions and damages.

Electronic Communications

By providing us with your contact information, you understand and agree that we may send you electronic communications via email regarding, without limitation:

- information about request submission;
- news and commercial offers that may interest you;
- updates of the Websites and services.

Note, however, that some email messages may be more “commercial” in nature than others, as they may advertise our services or offers in which we believe you may be interested.

You may opt out of receiving these notifications by [notifying us](#). In that case, you are responsible for not being notified by us on any matters.

Links to third-party websites

The Website depends on or contains links to other websites and services governed by third parties.

We do not control the features available or accessed through such websites and services. We are not responsible for the content and services offered through them, and for any losses, damages, or other liabilities incurred as a result of your use of such websites and services.

You acknowledge that other terms of use and privacy notices apply to your use of third-party websites, services, and content.

Warranties and disclaimers

This Website is provided to you “as is”. Other than as expressly set out in these Terms or any of our policies on the Website, the Company disclaims all warranties regarding the Website, its features and content to the fullest extent permitted by law including without restrictions, guarantees of merchantability, fitness for a particular purpose and non-infringement of intellectual property rights of third parties or other rights.

We are not making any promises, including the Website’s and content’s accuracy, usefulness, reliability, and correct operation. The Company does not guarantee that the Website will be uninterrupted or secure, that any defects will be corrected, or that the Website is free of viruses or anything else harmful.



We do our best to keep your data safe and secure and maintain Website functionality. However, the Website may be subject to unavailability for various factors beyond our control, including emergencies, third-party service failures, hacker attacks, transmission, equipment or network problems or limitations, interference, and signal strength, and may be interrupted, refused, limited, or curtailed.

Limitation of liability

We are not responsible if any information, materials, content available through the Websites are inaccurate or incomplete and for typographical errors or deficiencies in the text or other materials.

In no event shall the Company, its founders, employees, contractors, or agents be liable for direct, indirect, incidental, special, punitive or consequential damages, including lost profits, data loss, or property damage related to any use or inability to use the Website; for damage resulting from the use of information obtained through the Website, caused by a defect in the products purchased through the Website, and as a result of any damages, caused by mistakes, omissions, interruptions, defects, viruses, even if the Company has been advised of the possibility of such damages.

The foregoing limitations of liability do not apply to the extent prohibited by law. You may have other rights under the law.

Indemnification

You agree to defend, indemnify and reimburse us for any damage, loss, Company, our founders, partners, employees, contractors, and agents from and against any and all claims, responsibility, damages, losses, and expenses, including reasonable legal and accounting expenses, arising from:

- any breach by you of any of these Terms;
- your use/misuse of the Website, content or features available or goods purchased through the Website;
- a violation by you of applicable law or any agreement or terms with a third party to which you are subject.

We will take action against users who violate these Terms, including banning the use of the Website and the purchase of goods. We can claim compensation for the damages caused.

Applicable law and dispute resolution

These Terms shall be exclusively governed by and construed under the laws of Estonia, excluding its rules on conflict of laws.

You agree that any dispute, conflict, claim, or controversy directly or indirectly arising out of in connection with or relating to these Terms, including, without limitation, those relating to its validity, its construction, or its enforceability shall be settled through amicable negotiations directly with us following the principles of good faith and cooperation.



If attempts to reach a consensus through the negotiations fail, the dispute shall be resolved by arbitration under the Estonian Chamber of Commerce and Industry Rules by one arbitrator appointed in accordance with the said Rules. The place of arbitration shall be Tallinn, Estonia. The language of the arbitration shall be English.

Termination

Termination by us

We reserve the right at our sole discretion and with prior notice to modify, suspend or discontinue the Website or Content at any time. You agree that we shall not be liable to you or any third party in the event of termination.

We reserve the right to take whatever lawful actions we deem appropriate in response to actual or suspected violations of these Terms, including, without limitation, the suspension or termination of your license and access to the Website.

We may cooperate with legal authorities and third parties to investigate suspected offenses.

Termination by the user

You may terminate these Terms with us at any time by ceasing to use the Website.

Other terms

If any provision of these Terms is held to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect.

We may assign our rights and obligations under these Terms to a third party, but this will not affect your rights or our obligations under this Agreement.

A printed version of these Terms is admissible evidence in legal or administrative proceedings arising out of or in connection with the use of the Website, to the same extent and under the same conditions as other business documents and records created and stored in printed form.

We reserve the right to make changes to these Terms at any time. In the event of a material change that may affect your use of the Website or your rights as a user of the Website, we will notify you of such changes in a reasonable time before they become effective by sending an appropriate notice.

Contact information

If you have any questions or comments about these Terms or the Website, please contact us at support@hacken.io.

Hacken OÜ:



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