



Capture The Bug PTaaS Platform - Terms and Conditions

Effective Date: June 26, 2025

Last Updated: June 26, 2025

These Terms and Conditions ("Terms") govern the use of Capture The Bug's Penetration Testing as a Service (PTaaS) platform and related services ("Services") provided by Capture The Bug ("Company," "we," "us," or "our") to the customer ("Client," "you," or "your").

1. Service Description

1.1 PTaaS Platform Services

Our PTaaS platform provides continuous penetration testing services including:

- Automated vulnerability scanning
- Manual penetration testing by certified security professionals
- Real-time vulnerability dashboard access

1.2 Free Pilot Program

The free pilot program includes:

- 2-week access to our PTaaS platform
- Live vulnerability dashboard access
- Basic vulnerability identification
- Platform demonstration

1.3 Paid Services and Reports

IMPORTANT: Detailed penetration testing reports are NOT included in the free pilot program.

Comprehensive reports, executive summaries, compliance documentation, and detailed remediation guidance require a paid subscription or service agreement.

2. Client Obligations and Authorizations

2.1 Authorization

By engaging our Services, you authorize Capture The Bug to:

- Conduct penetration testing activities on your specified systems
- Attempt to identify and exploit security vulnerabilities
- Access your systems using various testing methodologies
- Store and analyze vulnerability data on our platform

2.2 Legal Compliance

You warrant that:

- You own or have legal authority over all systems to be tested
- The conduct of penetration testing is legal in your jurisdiction
- You have obtained all necessary permissions from system owners
- You will not hold us liable for activities conducted under your authorization

2.3 Client Responsibilities

You agree to:

- Provide accurate scope and system information
- Maintain current contact information for emergency situations
- Implement appropriate backup and redundancy measures
- Review and validate all testing scope before commencement
- Promptly notify us of any changes to systems or infrastructure

3. Platform Access and Dashboard

3.1 Live Dashboard Access

- View discovered vulnerabilities in real-time through our Dashboard
- Real-time alerts and notifications

3.2 Data Retention

- Dashboard data is retained for the duration of your subscription

4. Reporting and Documentation

4.1 Free Pilot Limitations

The free pilot program provides:

- Dashboard access to view vulnerabilities discovered
- Basic vulnerability identification
- Platform familiarization
- **NO detailed written reports**

4.2 Paid Reporting Services

Comprehensive reports require paid subscription and include:

- Executive summary reports
- Technical vulnerability details
- Remediation recommendations
- Compliance mapping

4.3 Report Delivery

- Reports are delivered within agreed timeframes post-testing
- All reports remain confidential and proprietary
- Report distribution is limited to authorized personnel only

5. Service Limitations and Disclaimers

5.1 Testing Scope

- Testing is limited to explicitly authorized systems and networks
- We will not test systems outside the agreed scope
- Physical security testing is not included unless specifically agreed

5.2 Service Availability

- Scheduled maintenance windows will be communicated in advance
- Emergency maintenance may occur without prior notice

5.3 Limitation of Liability

- Penetration testing is inherently risky and may cause system disruption
- We employ industry best practices to minimize service impact
- Client is responsible for backup and recovery procedures

6. Payment Terms and Pricing

6.1 Free Pilot Program

- No payment required for 2-week pilot program

6.2 Paid Services

- Report generation incurs additional fees as per pricing schedule

6.3 Refund Policy

- Free pilot program: No refunds applicable

7. Confidentiality and Data Protection

7.1 Confidentiality

- All client data and vulnerability information is strictly confidential
- We implement appropriate technical and organizational security measures
- Data is not shared with third parties without explicit consent
- Staff are bound by confidentiality agreements

7.2 Data Processing

- We process data in accordance with applicable privacy laws
- Client data is stored on secure, encrypted systems
- Data retention periods are defined in our Privacy Policy
- Clients may request data deletion upon service termination

8. Intellectual Property

8.1 Platform Technology

- Our PTaaS platform and methodologies remain our intellectual property
- Clients receive a limited license to use our platform during service period
- No reverse engineering or unauthorized access attempts permitted

8.2 Client Data

- Clients retain ownership of their data and systems
- We claim no ownership rights over client information

9. Termination

9.1 Termination Rights

- Free pilot may be terminated at any time by either party

9.2 Effect of Termination

- Dashboard access ceases upon termination
- Final reports delivered within 30 days (paid services only)
- Confidentiality obligations survive termination

10. Indemnification

10.1 Client Indemnification

Client agrees to indemnify and hold harmless Capture The Bug from:

- Claims arising from unauthorized system access
- Legal action resulting from testing activities conducted under client authorization
- Third-party claims related to client's systems or data
- Regulatory penalties resulting from client's security practices

11. Force Majeure

Neither party shall be liable for delays or failures due to circumstances beyond reasonable control, including natural disasters, cyber attacks, government actions, or infrastructure failures.

12. Governing Law and Disputes

12.1 Governing Law

These Terms are governed by the laws of New Zealand without regard to conflict of law principles.

12.2 Dispute Resolution

- Initial disputes should be addressed through good faith negotiation
- Unresolved disputes subject to binding arbitration
- Each party bears its own legal costs unless otherwise awarded

13. Modifications and Updates

13.1 Terms Updates

- We reserve the right to modify these Terms with 30 days notice
- Continued use of services constitutes acceptance of updated Terms
- Material changes will be highlighted in update notifications

13.2 Service Changes

- Platform features and capabilities may be updated periodically
- Service enhancements generally do not require additional consent
- Significant service changes will be communicated in advance

14. Contact Information

For questions regarding these Terms or our Services:

Capture The Bug

Website: <https://capturethebug.xyz>

Support: hello@capturethebug.xyz

15. Severability

If any provision of these Terms is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect.

16. Entire Agreement

These Terms, together with any applicable Service Level Agreements and Statements of Work, constitute the entire agreement between the parties and supersede all prior negotiations, representations, or agreements.

By accessing our PTaaS platform or engaging our services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.

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