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197.213.63.32/29  
(197.213.63.34)

**CRYPTSUS**

We craft cyber security solutions

## Terms of Service (ToS)

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## Terms of Service (ToS)

### Introduction

The following Terms of Service govern doing business with Cryptsus. Parties accept these Terms of Service by using Cryptsus professional services. These Terms of Service constitute a legally binding contract between the other entity, the client, and Cryptsus, also referred to as 'both parties'. Do not use any of Cryptsus professional services if you do not agree to these Terms of Service.

### Mutual obligations

Cryptsus shall perform their services with professionalism, integrity and care in accordance with the offered and/or contracted professional services and standards, using the proper materials, software and/or systems. The client ensures that Cryptsus is able to perform the services under statutory working conditions, providing proper working space and adequate working facilities if Cryptsus is on-site. The client will provide Cryptsus in advance with security policies and house rules that need to be followed by Cryptsus. Cryptsus will act accordingly. Cryptsus is allowed to work remotely.

### Pricing

Invoicing and payment are in euro's and are exclusive VAT and any other form of tax levied by the Dutch government and international travel and accommodation expenses. Travel, accommodation and lunch expenses within the Netherlands are included in the price/ invoice. Cryptsus has the right to adapt prices once a year on the 1st of January.

Cryptsus invoices comply with the legal requirements in the European Union and The Netherlands. The client is due to payment within 14 days after the date of receipt of the invoice. If invoices are not paid after these 14 days, all costs made in the pursuit of the receipt of the amount of the invoice such as judicial and non-judicial costs are for the client. Cryptsus remains fully entitled to the payment of the invoice. Cryptsus reserves the right to charge interest on overdue invoices at the rate of 2% per month until the total invoice amount has been fully paid off.

### Professional services

Both parties inform each other fully, timely, adequately and correctly. If the necessary preparations are not completed in time, this will affect the performance within the set time-frame. Upon mutual consultation the scope may be redefined or the assignment might be postponed taking into consideration. Both parties will not in any way publish or express in any written or oral form the existence of the agreement, the content of the agreement (in draft or final version) or subsequent documents or the intention to come to these agreements, without their prior written consent by both parties.

### Conflicting contractual arrangements

If additional contractual agreements exist between both parties and in the event of any existing conflict between these contractual agreements and these Terms of Service, this Terms and Service agreement will apply for such conflict.

If a project has been changed in scope and or size, Cryptsus can adjust the contract time end date accordingly and possibly the total invoice amount. Cryptsus is allowed to unbind the agreement partially or completely if the client has filed for bankruptcy, declared bankrupt, the client has liquidity problems or can no longer adhere to her obligations. In the event of the client withdrawing a project, the client has to pay Cryptsus for the work Cryptsus has done so far. This also includes research work.

### **Events beyond Control**

Cryptsus is not liable for any failure to fulfill any terms or condition of this agreement if fulfillment has been delayed, hindered or prevented by an event of force majeure including, but not limited to, any strike, fire, lockout or other industrial dispute, pandemic, war, terrorism, revolution, lack of adequate production capacity, failure or delay in plant start up, transportation obstacles, non-standard weather conditions, compliance with requirements of any governmental port or international authority, plant breakdown or failure of equipment, inability to obtain equipment, fuel, power, materials or transportation, or by any circumstances whatsoever beyond its reasonable control (Force Majeure Event). If a client is affected by a force majeure event, Cryptsus will be promptly notified, explaining the nature and expected duration. The client shall use all reasonable efforts to remedy or mitigate such force majeure. Cryptsus will be allowed to work remotely, also known as 'working from home' during but not limited to events of this nature. Cryptsus is also able to work remotely when experiencing mild symptoms of being ill and or sick.

### **Liability**

Cryptsus is not liable for punitive or consequential damages such as damages for loss of business profits, business interruption, loss of programs or information and data or other damages. The liability of Cryptsus will be limited to the contracted price with a maximum of 2 weeks of hourly contracting fees. Unintentional and indirect damages cannot be claimed by the client from Cryptsus.

### **Security assessments**

Performing security assessments by breaking into computer systems, software programs or hardware is illegal in most countries. By signing an agreement, or agreeing on a security assessment invoice, the client explicitly approves the execution of security assessments by Cryptsus. If other parties are involved, the client will arrange their approval in writing prior to the start of the assessment.

If the client authorizes Cryptsus to perform a security assessment at the location of Cryptsus office, the client offices and/or remotely via internet. The scope of these security assignments has been defined in the intake form or other agreements between Cryptsus and client.

The client declares that it is legal owner or holder of the objects in the scope and therefore has the authorization to permit Cryptsus to perform the specified assessment on these objects during the engagement.

The client also acknowledges that in performing security testing, Cryptsus may gain access to client information or client automated systems, other than specified in the scope, as a result of a successful penetration. Client agrees that this is acceptable and without consequences .

The client further declares it shall indemnify and hold harmless Cryptsus against any losses, costs including costs for legal assistance, damage, demands, liabilities and claims - including claims by Third Parties, missed savings and loss of business continuity that may be caused by or ensue from the execution of the engagement, except where caused by malicious intent or gross negligence on the part of Cryptsus.

In case of professional error or underperformance, both parties will provide each other with a reasonable, agreed, timeframe to rectify any shortcomings without the prejudice to claim the actual directly related damage. The liability of Cryptsus will be limited to the contracted price with a maximum of 2 weeks of hourly contracting fees.

### **Privacy and Data Security**

User data elicitation, procession and transmission if necessary is subject to Dutch data protection regulations. Data protection and privacy regulations can be found under Data Privacy.

### **Intellectual Property**

Beyond Cryptsus services, all copyright, trademarks, designs and other rights for protection of intellectual property belong to Cryptsus, unless otherwise noted.

### **Applicable Law**

Competent court is in Amsterdam. Dutch laws apply. If you have any other questions about the above Terms of Service please e-mail to: [info@cryptsus.com](mailto:info@cryptsus.com)