

# Bug Bounty Program

## General Terms and Conditions

These General Terms and Conditions set out the standard terms and conditions applicable to the OMG Network Bug Bounty Program (“**Program**”). These Terms shall be read in conjunction with the Vulnerabilities Submission Guidelines (“**Guidelines**”), the relevant specific product’s program terms (“**Specific Product Terms**”) and such other terms and policies of OMG Network (“**Our**”, “**Us**” or “**We**”) as made known to you from time to time in writing, all of which are expressly incorporated by reference to these General Terms and Conditions (collectively the “**Terms**”).

**IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT PARTICIPATE IN THE PROGRAM OR SEND US ANY SUBMISSIONS.**

### Scope of Applicability

These Terms set out the terms and conditions governing the Program and our administration of the Program, and, shall apply between you and us and govern your participation in the Program. By submitting any vulnerabilities to us or otherwise participating in the Program in any manner, you acknowledge and agree that you are bound by these Terms.

In the event of any conflict between any documents comprising these Terms in respect of a particular Product under the Program, the terms set out in the Specific Product Terms shall prevail to the extent of that particular Product itself.

You are solely responsible for ensuring that you are aware of your responsibilities under these Terms and your compliance with the Terms at all times. Failure to comply with these Terms may lead to your disqualification from participating in the Program and/or the forfeiture of any and all rewards due or which may be due to you by reason of your participation in the Program at our sole and absolute discretion. We reserve the right to modify the Terms (in whole or in part) at any time without prior notification and you agree that you shall be bound by the Terms as varied.

### Program Overview

We’ve established this Program to allow participants to submit vulnerabilities and exploitation techniques (“**Vulnerabilities**”) to us about our products and services (“**Products**”) for the chance of receiving a reward in the form of a bounty (“**Bounty**”). Each Product and the Bounty applicable thereunder is subject to its own particular set of Specific Product Terms.

All decisions made by us in respect of participation and Bounty(s) are final and binding. We may change or cancel the Program at any time and for any reason.

### Eligibility of Participation

To be eligible to participate in the Program, you must be:

- at least sixteen (16) years old; or if under the age of 16, have obtained the prior permission of your parents or legal guardian
- able to form legally binding contracts under applicable law depending on the country in which you live
- you are an individual researcher participating in your own capacity and your participation will not breach any applicable laws, rules or policy either in the country in which you live or that of your employer (if any)

Your eligibility to participate in the Program is subject to certain restrictions. If any of the following restrictions apply to you, you shall not be eligible to participate in the Program:

- you are under the age of 16 and have not obtained the prior permission of your parents or legal guardian
- you are or were within 180 days from your participation:
  - an employee of any entity under the SYNQA group of companies
  - performed services for any entity under the SYNQA group of companies in the capacity of an external staff (i.e. contract employee, consultant, temporary worker, vendor employee, contractor) that had access to the OMG network in the course of your duties
  - an immediate family or household member of a person identified above
- you are or were involved in any capacity in the development, administration, and/or execution of this Program or any Product
- you are an individual included in or originating from certain government and commercially available “watch lists” including Specially Designated Nationals, non-cooperative or terror supporting countries and territories, and such other lists as may be issued from time to time by relevant government agencies
- your participation breaches any applicable law, statute, ordinance, regulation or policy in any jurisdiction or those of your employer (if any)

You are responsible for ensuring that by participating in the Program, you are not and will not be in breach of any applicable law, statute, ordinance, regulation or policy in any jurisdiction or those of your employer (if any). We disclaim any and all liability or responsibility to you or any third party in respect of your participation in the Program howsoever arising.

We reserve full rights to determine the eligibility of a participant at any time and our decision shall be final. Should you participate in the Program in violation of any restrictions on eligibility, you may be disqualified from participating and/or have your Bounty forfeited.

### Participation and Withdrawal

You acknowledge and agree that your participation in the Program is on a fully voluntary basis and you do so at your own risk. You may withdraw your participation or opt-out from receiving a Bounty at any time by prior written notification to us at [bounty@omg.network](mailto:bounty@omg.network). Without prejudice to the foregoing, neither withdrawal of participation nor opting-out from receiving any Bounty by you shall affect any licenses granted from you to us pursuant to these Terms in any Vulnerabilities submission provided by you.

### Conduct of Participants

By participating in the Program, you shall not conduct yourself in any manner that is liable to:

- harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any party
- be unlawful, fraudulent, deceptive or otherwise violates any applicable law, statute, ordinance or regulation
- use technology or other means of access that is not authorized by us
- use or launch any automated system, including without limitation, “robots,” “spiders,” or “offline readers”
- attempt to introduce viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any Product or the network
- attempt to gain unauthorized access to any Product, network or user accounts not belonging to you
- encourage conduct that would constitute a criminal offense, or that gives rise to civil liability
- attempt to damage, disable, overburden, or impair our servers or networks or otherwise attempts to interfere with the proper working of the Product or network
- otherwise be in violation of these Terms
- assist in any manner, a third party to do any of the foregoing.

**If you discover or otherwise gain access to other customers’ data during your participation, you must stop immediately and contact us.** If we consider your conduct to be in violation of any of the foregoing, you may be disqualified from participating and/or have your Bounty forfeited.

### Submission of Vulnerabilities

If you believe you have identified a Vulnerability that meets the applicable requirements set forth in the Specific Product Terms for any Product, you may submit it to us through the process set out in the Guidelines. Only submissions that are submitted in accordance with the Guidelines will be deemed a qualified submission and be eligible to be considered for a Bounty. You agree that regardless of whether a Vulnerability submitted by you is deemed a qualified submission (or not) shall not affect any licenses granted from you to us pursuant to these Terms in respect of such submission.

If you submit a Vulnerability for a product or service that is not covered by the Program or not an eligible Product at the time of your submission, you will not be eligible to receive a Bounty in respect of your submission even if the product or service is later added to the Program.

### Bounty Payments

All decisions made by us regarding Bounties are final and binding. If we determine that your Vulnerability submission is eligible for a Bounty under the applicable Specific Product Terms, we will notify you of the Bounty amount and provide you with paperwork we require in order to process your payment. Generally, paperwork we will require to process Bounty payments to you include:

- formal statements from you containing information that verifies your identity
- forms containing releases from liability for us to use your name and likeness
- forms related to taxes and their treatment
- such other forms as we may reasonably require from time to time

It is your responsibility to ensure that any forms or information you are required to submit to any competent authority or third party in order for you to receive any Bounty for us in compliance with any applicable law, statute, ordinance, regulation or policy in any jurisdiction or those of your employer (if any) are submitted by you. If you require our assistance in respect of the foregoing, you must notify us at the earliest possible opportunity. We may, but are not obliged to provide any assistance to you. Upon being

notified, we may either provide assistance at your cost, such cost which we may be entitled to deduct from the amount of Bounty to be awarded to you; or, rescind the Bounty at no liability howsoever to you. You are entitled to waive the payment of any Bounty awarded to you if you wish to do so by notifying us.

You shall complete and return all forms which we provide to you following notification of your eligibility to receive a Bounty within thirty (30) days. If you do not return the forms within the time period or return incomplete forms, we may forfeit any Bounty which may be due to you at our sole discretion. All Bounties awarded are personal to the individual submitting the Vulnerability submission only. You may not designate any third party to receive the Bounty on your behalf unless you are (a) considered a minor in your place of residency; or (b) your employers' rules and policies prohibit you from doing so (i.e. for public sector employees). If you fall under either of the foregoing categories, you shall inform us immediately and we may require your parent / legal guardian or employer to sign all required forms on your behalf upon which we may then award the Bounty to them subject to our prior verification and due diligence on such claims and the information provided by them.

All applicable taxes related to the receipt of Bounties from us shall be the sole responsibility of the recipient (be it you, your parent/legal guardian or employer). Bounties will only be awarded by us if their payment is fully compliant with all applicable law, statute, ordinance, regulation or policy. If we reasonably consider that the award of any Bounty to you or your nominated third party is likely to be in violation of any applicable law, statute, ordinance, regulation or policy, we reserve the right to rescind the award of such Bounty without liability to you. We are not responsible if you do not receive your Bounty and we processed the payment in accordance with the information provided by you.

#### **Publications and Publicity**

We may publicly recognize participants who have been awarded Bounties by us. We may also recognize you on other media such as websites, magazines, other printed materials or at events unless you explicitly request for us not to do so.

#### **Termination and Returns**

These Terms and the rights granted hereunder shall apply to all participants to the Program until their withdrawal in accordance with the terms herein. You shall immediately cease using, and will return to us (or, at our request destroy), all Confidential Information, Materials and other tangible items in your possession or control that we have provided to you within three (3) days from termination.

Termination shall not affect any rights and obligations of any party accrued at or prior to the time of such termination. You acknowledge and agree that we reserve the right to require your return (at your cost) to us of any Bounties (whether in full or in part) that have been awarded by us to you in full and clear funds in such manner as we may instruct to you if you are found to have violated these Terms.

#### **Submission License**

By providing a Vulnerabilities submission to us, you grant to us a non-exclusive, irrevocable, perpetual, royalty free, worldwide, sub-licensable license to all intellectual property in your submission to:

- use, review, assess, test and otherwise analyze your submission
- reproduce, modify, distribute, display and perform publicly and commercialize and create derivative works of your submission and all its contents (in whole or in part)
- feature your submission and all of its contents in connection with the marketing, sale or promotion of any of our campaigns, products / services, programs (including without limitation this Program and the Products) in any manner whatsoever

In granting the foregoing license, you agree:

- to sign such documentation as necessary for us to confirm the rights granted above
- that we may have developed or commissioned materials similar or identical to your submission and that you waive any claims you may have resulting from any similarities to your submission
- you are not guaranteed any compensation or credit for us of your submission
- to represent and warrant that your submission is your own work and that no information owned by a third party is used in your submission
- that you have the legal right to provide the submission to us.

#### **Use of Provided Materials**

Subject to the provisions of these Terms, we grant to you a non-exclusive, royalty-free, non-transferable, non-sublicensable and limited license to use the materials and software ("Materials") solely for the purposes of the Program during the period of your participation. In addition to these Terms, you shall use the Materials in accordance with all applicable laws and any other instructions given by us whether contained in any documentation as part of the Materials or otherwise in writing or orally.

All Materials are provided on an "as is" and "as available" basis. You acknowledge and agree that Materials provided may contain errors, bugs and other problems that may cause system failure on devices on which such Materials are used on. We reserve the

right to alter and or update any Materials at any time and any reliance on the same is at your own risk. We are not obligated to provide any maintenance, technical or other support, or warrant that any errors or discrepancies in the Materials will be corrected. If, at our sole discretion, such support is provided, it will be provided upon these Terms. We are not responsible (including for all costs and expenses required) for the backup and restoration of any of your data and information that is lost or corrupted as a result of your use of the Materials.

#### **Intellectual Property Rights**

Except for any rights under the limited license granted to you as expressly provided under these Terms, all rights, title, interest in and to the Materials provided to you in relation to the Program remains our sole property (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights)("Intellectual Property"). Title to and ownership of the same shall at all times remain with us. All copies, improvement, updates, modifications, enhancements or derivative works of the Materials (including as may incorporate feedback given by you shall remain our property. You shall not copy, rent, sublicense, modify, decompile, disassemble or reverse engineer or transfer the Materials (or any part thereof) to a third party or allow a third party to use the same. You shall further not use any Materials provided to develop services or products for sale or include any components of the Materials in any form to create a competitive service, product or technology or for any other commercial purpose. You agree to secure and protect the Materials and all copies thereof consistent with the maintenance of our rights therein and to take appropriate actions by instruction or agreement with us.

#### **Confidentiality**

We require all Vulnerability submissions to remain strictly confidential. You shall not disclose or otherwise make available to any third party any part of your submission, including by way of paper reviews, conference submissions or otherwise from the date of your submission until no less than ninety (90) days have passed from the date on which we notify you that we have fixed the Vulnerability related to your submission. During this time, the prohibition on disclosure includes the making of high-level descriptions of your research, non-reversible demonstrations, detailed proof-of-concept exploit codes and the release of any other details about the Vulnerability.

We will notify you when we deem the Vulnerability identified in your submission is fixed. While you may be awarded a Bounty prior to the fix being implemented or released, the award shall not be taken as notification of fix completion. We reserve the right to require you to return any Bounty awarded for that Vulnerability and disqualify you from participating in the Program.

#### **Provision of Data**

You represent and warrant that you consent and have obtained the consent of any relevant third party to (i) provide us with the information and personal details required by us; and (ii) to use, disclose and transfer such information and personal details to third parties (including to any government authority) whether within or beyond Singapore, for the purposes of the Program pursuant to these Terms and our Privacy Policy (<https://omg.network/privacy>). You further acknowledge and agree (and have received acknowledgement and agreement from any relevant third party) that (i) we may lawfully obtain other information about you (and such third party) from other sources whether directly or through public and private third parties, in order to verify your identities and to ascertain the accuracy of information provided by you; (ii) contact you or such third party through any means, to provide information, make any inquiries and request additional information to validate any information we have on our records; and (iii) you have read our Privacy Policy and consent to its contents.

You acknowledge and agree that we may pass such personal information to other selected third parties insofar in accordance with the applicable data protection laws and our Privacy Policy as updated from time to time. We will ensure that appropriate data protection standards are put in place by any third party we transfer personal information to. In collecting, using, storing and transferring personal information, we will take the appropriate technical, physical and organizational/ administrative measures to protect such data against accidental or unlawful destruction or accidental loss or unauthorized alteration, disclosure or access. We will only use your personal information for the purposes made known to you in these Terms and in the Privacy Policy unless you instruct us otherwise.

Save as expressly set out in the foregoing, we will not share personal data collected with other third parties without your knowledge and consent. Notwithstanding, you acknowledge and agree that we shall not be held liable nor responsible to you or to any third party for any claim, loss, damage (whether direct or indirect) or liability howsoever arising whether in contract, negligence, or any other basis arising from or in relation to the release or disclosure of the information by us; and/or the information being incorrect, erroneous or misstated; and/or reliance on the information, whether caused by us or other third party's misstatement, omission, negligence or default or by technical, hardware or software failures of any kind, interruption, error, omission, viruses, delay in updating or notifying any changes in the information or otherwise.

## Indemnities

You shall indemnify, defend and hold us, our affiliates, directors, officers, employees, representatives and agents harmless (including any legal costs on a solicitor and client basis) from and against all claims, losses, costs, damages and expenses arising howsoever directly or indirectly out of (i) any breach by you of your obligations hereunder; (ii) any negligent, fraudulent or willful act or omission by you; (iii) your participation in the Program; (iv) your use of any Materials or other information in whatsoever form received by you pursuant to your participation in the Program; or (v) an infringement (including alleged infringement) of the intellectual property rights of any third party by your use of any material containing such third party intellectual property rights in the course of your participation in the Program.

## Limitation of Liability

We, our employees, directors, officers, agents, affiliates, representatives or subcontractors, shall not be liable to you or any other third party for any direct, indirect, exemplary, incidental, special, punitive or consequential damages of any kind howsoever arising whether in contract, tort (including negligence), breach of statutory duty or otherwise for any losses including without limitation loss of profit, loss of use, savings or revenue, arising out of or in connection with the Program, your participation thereof or otherwise under these Terms howsoever. If you are otherwise found by a court of competent jurisdiction to have a valid basis for recovering damages in connection with the Program (including for breach of these Terms), you agree that your exclusive remedy is to recover, from us, direct damages up to a maximum of USD\$100.00. This limitation applies even if the remedy does not fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of damages. Nothing in these Terms shall operate to exclude or restrict either party's liability where mandatory laws do not allow for such exclusion or for death or personal injury howsoever caused.

## Unsolicited Feedback

Other than your Vulnerability submission, we do not consider or accept unsolicited proposals or ideas, including without limitation ideas for new products, technologies, promotions, product names, product feedback and product improvements ("**Unsolicited Feedback**"). If you send any Unsolicited Feedback to us through the Program or otherwise, you agree that we owe no responsibility to you to keep such information confidential or proprietary.

## Entire Agreement

These Terms constitute the sole and entire agreement between the parties with respect to the Program, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral.

## Severability

If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question (if any) shall not be affected.

## Notices

Any notices or other information required or authorized by these Terms to be given by either party to the other may be given by hand or sent (by pre-paid post, facsimile transmission, e-mail or comparable means of communication) to such address on record as may be notified by the party concerned from time to time.

## Safe Harbor Terms

These safe harbor terms are provided to participants in the Program only and permit limited exemptions for certain violations of restrictions in these Terms. However, note that these exemptions shall only operate to those acting in good faith to comply with these Terms at all times and do not apply to participants who we deem are acting maliciously. These safe harbor terms only apply to us and does not bind any third party. If in doubt, we recommend that you speak to us before engaging in any course of action you think may go outside the bounds set out in these Terms. We reserve the sole right to determine whether any violation is accidental or in good faith, and, whether you have spoken to us prior to engaging in any action plays a significant factor in our consideration.

Provided that you comply with all laws applicable to you and do not undertake any conduct to disrupt or compromise any data beyond what the Program and these Terms permit, we will:

- not pursue civil or criminal action, or send notice to law enforcement for accidental or good faith violations of these Terms by you
- waive any potential claim against you in respect of applicable laws relating to computer misuse (for example the Computer Misuse Act, DMCA and alike laws in relevant jurisdictions) for circumventing the technological measures we use to protect the Products

These safe harbor terms may, on a case-by-case basis, extend to conduct that may be inconsistent with our other policies or unaddressed by these Terms insofar such conduct is undertaken for the sole and limited purpose of your participation in the Program and is consistent with the purpose of the Program.

If your conduct involves the networks, systems, information, applications, products, or services of a third party (which is not us), we cannot bind that third party, and they may pursue legal action or law enforcement notice. You are to refer to that third party's applicable terms or contact them directly prior to engaging in any act. Nothing herein these Terms shall be taken as an authorization from us to you to undertake such actions or as an offer to defend, indemnify, or otherwise protect you from any third party action based on those actions.

To the extent a third party is affected, we will limit what we share with the third party. If requested, we will provide non-identifying content from your submission with the affected third party, but only after notifying you that we intend to do so and getting the third party's written commitment that they will not pursue legal action against you or initiate contact with law enforcement based on your submission. We will not share personal information that may identify you with any affected third party to the extent permissible by applicable law without getting your prior permission to do so.

That said, if legal action is initiated by a third party, including law enforcement, against you because of your participation in the Program, and you have sufficiently complied with these Terms (i.e. have not made intentional or bad faith violations), we will take steps to make it known that your actions were conducted in compliance our Terms. While we consider submitted reports both confidential and potentially privileged documents, and protected from compelled disclosure in most circumstances, please be aware that a court could, despite our objections, order us to share information with a third party.

## Governing Law

The Terms shall be governed by and interpreted in accordance with the laws of Singapore and the parties submit to the exclusive jurisdiction of the courts of Singapore.