

Business partners' terms and conditions

Bug Bounty Program

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Bug Bounty Program terms

Here you will find the terms and conditions that relate specifically to our Bug Bounty Program participants. These terms and conditions should be read in conjunction with the <u>General terms of use</u> for our business partners.

1. Introduction

- 1.1. The Deriv Bug Bounty Program terms and conditions ("Terms") cover your voluntary participation in the Deriv Bug Bounty Program (the "Program"). These Terms are between you and Deriv ("Deriv", "Deriv Services Ltd", "we", "us", or "our"). By reporting a vulnerability related to any of the Deriv-owned web services to us or otherwise participating in the program, you acknowledge that you have read and agreed to these Terms.
- 1.2. These Terms supplement the terms and conditions of Deriv and any other agreement in which you may have entered with Deriv (collectively "Deriv Agreements"). The terms of Deriv Agreements will apply to your use of, and participation in, the Program as if included here in full. If any inconsistency exists between the terms of the Deriv Agreements and these Terms, these Terms will control, but only with regard to the Program.
- 1.3. The Program is not a competition, but rather an experimental and discretionary rewards program. We reserve the right to cancel the program at any time, and the decision as to whether or not to pay a reward has to be entirely at our discretion.

2. Changes to the Terms

2.1. We reserve the right to cancel or change the Terms at any time without notice. Continuing to participate in the Program after the changes to the Terms become effective means you agree to the new Terms. If you don't agree to the new Terms, you must not participate in the Program.

3. Scope

3.1. The scope of the Program is specified in detail on the Program webpage. If you aren't sure whether some content falls within the scope of this Program, please email us to check before making any testing attempts.

4. Eligible participants

- 4.1. You cannot participate in the Program if you are:
 - 4.1.1. In violation of any state or national law
 - 4.1.2. Employed under Deriv Group or its subsidiaries
 - 4.1.3. An immediate family member of a Deriv employee
- 4.2. If we know or have reason to suspect that you meet any of the above criteria, we reserve the right to disqualify you from the Program and rescind any bounty payments to you.

5. Eligible vulnerability reports

5.1. We reserve the right to determine if the submitted vulnerability report is eligible for a reward. All of our determinations as to the amount of a bounty are final. Bounty ranges are based on the classification and sensitivity of the impacted data, ease of exploitation, and overall risk to our clients and brand if the reported vulnerability is determined to be a valid security issue by our Security team.

6. Bug submission requirements

- 6.1. Your submission needs to follow the guideline below:
 - 6.1.1. Give a full description of the vulnerability you are reporting, including the exploitability and impact.
 - 6.1.2. Present evidence and explanation of all the required steps for reproducing the submission, which may Include:
 - 6.1.2.1. Videos
 - 6.1.2.2. Screenshots
 - 6.1.2.3. Exploit code
 - 6.1.2.4. Traffic logs
 - 6.1.2.5. Web/API requests and responses
 - 6.1.2.6. Email address or user ID of any test accounts
 - 6.1.2.7. IP address used during testing
- 6.2. Failure to include any of the above items may delay or jeopardise the Bounty Payment.

7. Sensitive information disclosure

- 7.1. You agree not to discuss discovered vulnerabilities (even resolved ones) outside the Program without our written consent.
- 7.2. You undertake to follow Deriv's disclosure guidelines. If you believe you have discovered a security vulnerability, please report it with a thorough explanation of the vulnerability in compliance with the Program guidelines.

8. Ownership

8.1. Subject to the applicable Bounty Payment, you grant us a royalty-free, fully paid-up, perpetual, non-revocable, exclusive, worldwide, transferable, and sub-licensable licence in respect of any report and any feedback you provide us. You agree that we have unrestricted rights to utilise the report and feedback. We reserve the right to not utilise any or all items you provide us. You waive any compensation for the incorporation of any materials in a report or any feedback that you provide us regarding our products and services

- 8.2. You also understand and acknowledge that Deriv may have developed or commissioned materials similar or identical to the submission and waive claims you may have resulting from any similarities to the submission. You understand that you are not guaranteed any compensation or credit for the use of the submission.
- 8.3. You present and warrant that your submission is your own work, you have not used information owned by another person or entity, and you have a legal right to the submission made to Deriv.

9. Your legal obligations

- 9.1. You are responsible for any tax implications depending on your country of residency and citizenship.
- 9.2. You are responsible for familiarizing yourself with your local law and following it as it may place additional restrictions on your participation in the Program.
- 9.3. You are also reminded that your testing must not violate any law, or disrupt or compromise any data that is not your own.

10. Indemnification

- 10.1. If you follow these Terms and Deriv Agreements, we will not bring a private action against you or initiate a public inquiry in response to your report. This waiver is not applicable to any security research that involves networks, systems, information, applications, devices, products, or services of any party other than Deriv. We do not endorse security research into other entities under the name of participation in the Program.
- 10.2. If a third party initiates legal action against you in connection with activities conducted under this policy, we will make it known that your actions have complied with this policy.

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