

TERMS AND CONDITIONS

1. Application

- 1.1 We are Laneden Ltd., a company registered in England and Wales under number 12297903 whose registered office is at Kemp House, 160, City Road, London, EC1V 2NX with email address information@laneden.co.uk and telephone number 08000622581 (Laneden or Us or We).
- 1.2 These Terms constitute a contract between all users of the Website and/or our Services (**You** or the **Client**) and Laneden. These Terms constitute the basis upon which We provide our Services to You. By engaging Us for the Services, You agree to be bound by these Terms. You may only engage Us for Services if You are eligible to enter into a contract and are at least 18 years old.
- 1.3 Your use of our Website is also subject to these Terms and by using the Website you agree to be bound by them. If You do not agree to these Terms, You must not use our Website. You should print a copy of these Terms for future reference.
- 1.4 These Terms together with the Authorisation Form, which You will be required to sign if You wish to Engage Us, will form the terms of the Engagement between You and Us for the provision of the Services.
- 1.5 Our Services are intended for Businesses only . If you are an individual consumer you may not Engage us for Services,

2. Definitions

- 2.1 The following definitions shall apply in these Terms:

Authorisation Form means the document all Clients must complete, execute and return to Us in order to enter into an Engagement, construed in accordance with these Terms. The Authorisation Form details the Fees for the Services and grants permission to us to carry out testing on Client networks;

Client Networks means the information technology systems that the Client requires to be tested by Laneden pursuant to the Engagement.

Engagement the legally-binding agreement between You and Us for the performance of the Services;

Enquiry Form means the information which must be submitted though the Website or through other means to solicit a callback or return e-mail from Us regarding a potential Engagement;

Fees means the charges due from a Client to Laneden under the Engagement as specified in the Authorisation Form;

Penetration Testing means a method for gaining assurance in the security of an IT system by attempting to breach some or all of that system's security, using the same tools and techniques as an adversary might.

Privacy and Cookies Policy means the terms which set out how we will deal with confidential and personal information received from you via the Website and through any other means;

Services means Penetration Testing and network vulnerability analysis carried out by Laneden on behalf of Clients following the Commencement Date of this Engagement as specified in the Authorisation Form. A full list of Services on offer can be found on the Website [here](#).

Terms means these terms and conditions which govern the contractual relationship between You and Us;

Website means our website www.Laneden.co.uk on which the Services are advertised.

2.2 The following rules of interpretation shall apply in these Terms:

- 2.2.1 References in these Terms to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument or any subsequent re-enactment thereof.
- 2.2.2 Words in the singular include the plural and in the plural include the singular.
- 2.2.3 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 2.2.4 Any phrase introduced by the words including, includes, in particular or for example or similar shall be construed as illustrative and shall not limit the generality of the related general words.
- 2.2.5 All provisions in any Authorisation Form shall be read and construed in accordance with these Terms, save that special terms as indicated, should they conflict with these Terms, shall take precedence.

3. Basis of Engagement

- 3.1 The description of the Services on our Website does not constitute a contractual offer to any of them. When an enquiry has been submitted on the Website via the Enquiry Form, We may not be able to take your enquiry forward, although We will try to tell You the reason without delay.
- 3.2 An Engagement for the Services will only be formed once You have completed, signed and returned the Authorisation Form that we have supplied to you. The Authorisation Form gives us specific permission to carry out Penetration Testing and includes all terms that are unique to your Engagement, including Fees.
- 3.3 No variation of the Engagement, whether concerning the description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Client

and Laneden in writing.

4. Services

- 4.1 We will at all times perform the Services with reasonable care and skill, although time shall not be of the essence in their performance.
- 4.2 You acknowledge when using our Website that all Services which appear on the Website are subject to availability.
- 4.3 We reserve the rights to make changes to the Services which are necessary to comply with any applicable law or safety requirements. However, in such circumstances, we will endeavour to notify You of these changes as soon as practicable.

5. Client responsibilities

- 5.1 The Client shall co-operate with Us in all matters relating to the Services and in particular, provide Us with all information required to perform the Services, in particular all relevant information about the Client Networks that will undergo Penetration Testing.
- 5.2 You hereby confirm that the Client Networks are owned exclusively by you and you hereby consent to Laneden carrying out the Services against the Client Networks. You further acknowledge the risk that Penetration Testing may cause disruption to the Client Networks.
- 5.3 In particular the Client shall:
 - 5.3.1 arrange a mutually convenient slot for the performance of the Services ("Test Window");
 - 5.3.2 where the Client Networks are not allocated exclusively to you and under your exclusive control (i) ensure that the express consent of the registered owner for Laneden to carry out the Services is obtained in advance of the commencement of the Services; (ii) ensure that the registered owner has acknowledged that it is possible that the provision of the Services could cause disruption to the Client Networks; and (iii) indemnify Laneden in the event that the registered owner brings any claim against Laneden or in the event that you breach this clause 5.3.2.
 - 5.3.3 obtain appropriate consent from its Internet Service Provider ("ISP") or any other third-party that hosts the Client Networks or aspects thereof to carry out the Services during the Test Window provide evidence of such consent to Laneden upon request;
 - 5.3.4 notify relevant employees that the Penetration Testing has been scheduled and that their activity may be monitored;
 - 5.3.5 configure all reactive or adaptive firewall technologies that may shun or block test activities (e.g. IDP/IPS) to exclude the Laneden testing servers;
 - 5.3.6 make Laneden aware of all internal and external load balancing and/or virtual hosting that

- affects the systems that are subject to the Services;
 - 5.3.7 ensure that all Client data stored on the Client Networks is safely backed-up prior to the performance of the Penetration Testing; and
 - 5.3.8 provide Laneden with the full details of at least one Client representative who shall have the experience to facilitate the provision of the Services by Laneden.
- 5.4 Failure to comply with Your obligations shall constitute a default which entitles Us to suspend performance of the Services until You remedy the situation, or, if you fail to remedy it following our request, We may terminate the Engagement with immediate effect upon written notice to You.

6. Personal information

- 6.1 This Website is open and does not require you to register in order to get in touch. You can contact us via e-mail or telephone. Once you contact us We will ask you to complete and submit an Enquiry Form.
- 6.2 We retain and use all personal data that We receive strictly in accordance with our Privacy and Cookies Policy.
- 6.3 We may contact You using phone, e-mail and other electronic communication and You expressly agree to this.

7. Fees and Payment

- 7.1 Fee amounts and scheduled dates for payments are outlined in the Authorisation Form or as we may agree in writing from time to time. Prices for Services may be calculated on a fixed price or on a standard daily rate basis, depending on the Services requested.
- 7.2 Invoices must be paid within 14 days of receipt of an invoice from Us subject to any legitimate dispute over the invoice.
- 7.3 If a Client fails to make any payment of the Fees due to us by the due date for payment, then the Client shall be required to pay interest on the overdue amount at the rate of 8% per cent per annum above the Bank of England base rate as updated from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall be obliged to pay the interest together with the overdue Fees.
- 7.4 The Client shall pay all Fees due in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Laneden may at any time, without limiting its other rights or remedies, set off any amount owing to it by a Client against any amount

owed to the Client.

8. Cancellation

- 8.1 Should you wish to cancel the Services after entering into an Engagement, cancellation fees shall apply as follows:

Period prior to agreed commencement of the Services	Cancellation Fees payable
Within 5 days of the proposed Services commencement date	100% of the Fees due as particularised in the Authorisation Form
More than 5 days prior to the proposed Services commencement date	At the sole discretion of Laneden

9. Duration, termination and suspension

- 9.1 Subject to Clause 16 (Circumstances beyond the control of either party), the Engagement shall either endure until the Services are performed at which point it shall automatically expire or the Engagement is terminated in accordance with this Clause 9.
- 9.2 Either party may terminate the Engagement or suspend the Services at any time by a written notice of termination or suspension to the other party, if the other party:
- 9.2.1 commits a serious breach, or series of breaches resulting in a serious breach, of the Engagement and the breach either cannot be fixed or is not fixed within 30 days of the written notice; or
 - 9.2.2 is subject to any step towards its bankruptcy or liquidation.
- 9.3 On termination of the Engagement for any reason, the parties' respective remaining rights and liabilities will remain unaffected.

10. Confidentiality

- 10.1 Each party ("**Receiving Party**") shall keep in strict confidence all Confidential Information disclosed to it by the other party ("**Disclosing Party**"). The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Engagement, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This Clause 10 shall survive termination or expiration of the Engagement.

11. Intellectual Property

- 11.1 We are the owner or the licensee of all intellectual property rights in our Website, and in the material published on it. Those works are protected by copyright laws and treaties in force around the world. All such rights are reserved.
- 11.2 Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged.
- 11.3 You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

12. Reliance on our Website

- 12.1 The content on our Website, including all information relating to ethical hacking is provided for general information purposes only and is not intended to amount to advice on which You should rely.
- 12.2 Although We make reasonable efforts to update the information on our Website, We make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up to date.
- 12.3 Where our Website contains links to other sites and resources provided by third-parties, these links are provided for your information only. Such links should not be interpreted as approval by Us of those linked websites or information you may obtain from them as we have no control over the contents of those sites or resources.

13. Prohibited use

- 13.1 You may not use the Website for any of the following purposes:
- in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website;
 - in any unlawful or fraudulent manner;
 - to transmit, or to procure the transmission of any unsolicited marketing materials to Us;
 - in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;
 - to knowingly introduce viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful;
 - to gain unauthorised access to our Website, the server on which our Website is stored or

- any server, computer or database connected to our Website; or
- making, transmitting or storing electronic copies of content protected by copyright without the permission of the owner.

14. Links to other websites

- 14.1 This Website may contain links to other sites. Unless expressly stated, these sites are not under our control.
- 14.2 We assume no responsibility for the content of such sites and disclaim liability for any and all forms of loss or damage arising out of the use of them.
- 14.3 The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

15. Linking to our Website

- 15.1 You may link to our home page, provided You do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 15.2 However, You must not:
- establish a link in such a way as to suggest any form of association, approval or endorsement by Us, unless otherwise approved by Us;
 - establish a link to our Website in any website that You do not own;
 - frame our Website on any other site, nor may You create a link to any part of our Website other than the home page; or
 - link from any website that contains fraudulent, false, misleading or deceptive information; or defamatory, libellous, obscene, pornographic, vulgar or offensive content; or promotes discrimination, racism, hatred, harassment or harm toward any third-party; or promotes violence or actions that are threatening to any third-party; or promotes illegal or harmful activities.
- 15.3 We reserve the right to withdraw permission to link to our Website without notice.

16. Circumstances beyond the control of either party

- 16.1 In the event of any failure by a party because of something beyond its reasonable control:
- 16.1.1 the party will advise the other party as soon as reasonably practicable; and
- 16.1.2 the party's obligations will be suspended so far as is reasonable, PROVIDED THAT that

party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid.

17. Privacy

17.1 In the course of providing the Penetration Testing, we may obtain Personal Data from the Client Networks. The Client confirms that it has obtained all consents required from data subjects to enable such Personal Data to be disclosed to Us and made all necessary registrations and notifications in accordance with applicable Data Protection Laws to enable the Us to carry out the Penetration Testing and the Client will ensure the same are kept accurate and up to date.

17.2 Privacy is critical to Us. We respect the privacy of all data subjects whose Personal Data we must incidentally process in providing the Services and we and comply with the General Data Protection Regulation with regard to your personal information.

17.3 These Terms should be read alongside, and are in addition to our policies, including our Privacy and Cookies Policy.

17.4 For the purposes of these Terms:

'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the Directive 95/46/EC (Data Protection Directive) or the GDPR.

'GDPR' means the General Data Protection Regulation (EU) 2016/679.

'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.

17.5 We are a Data Processor of the Personal Data we Process in providing the Services to our Clients.

17.6 Where Clients supply Personal Data to Us so we can provide you with the Services, and We Process that Personal Data in the course of providing the Services, We will comply with our obligations imposed by the Data Protection Laws:

17.6.1 before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;

17.6.2 We will only Process Personal Data for the purposes identified;

17.6.3 We will respect the rights of data subjects in relation to their Personal Data; and

17.6.4 We will implement technical and organisational measures to ensure Personal Data is secure.

17.7 For any enquiries or complaints regarding data privacy, you can contact Us at the following e-mail address: information@Laneden.co.uk.

18. Assignment

- 18.1 This Engagement is personal to the Client and it shall not assign, transfer, mortgage, charge, sub-contract, declare a trust of or deal in any other manner with any of its rights and obligations under this Engagement without the prior written consent of Laneden.
- 18.2 Laneden may at any time assign, transfer, mortgage, charge, sub-contract, declare a trust of or deal in any other manner with any of its rights and obligations under any Engagement without the consent of the Client.

19. Limitation of liability

- 19.1 Clients acknowledge that whilst Laneden will conduct all Penetration Testing in line with accepted best practice and make all reasonable efforts to avoid disruption of the Client Networks, the tools and techniques used may cause disruption to those Client Networks including possible loss of or corruption to data. Therefore if the Client fails to adhere to its obligations to make sufficient protective backups in accordance with Clause 5.3.7, it acknowledges that Laneden shall hold no liability for lost, damaged or corrupted data unless such loss occurred as a result of Laneden's gross negligence.
- 19.2 Subject to Paragraph 19.3 below, We shall not be liable in contract or tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent) or otherwise for any loss or damage of whatsoever kind howsoever arising suffered in connection with the Engagement that results in indirect or consequential losses, any economic loss, loss of revenue, business, profits or business opportunities, anticipated savings or profits, loss of or damage to reputation, loss of goodwill or data, loss which was not reasonably foreseeable to both parties at the time when the Engagement was entered into or for any punitive damages, penalties, interest or costs, (including legal and professional costs and expenses) suffered in connection with the supply of the Services.
- 19.3 We do not seek to exclude liability for: (i) any fraudulent act or omission; or (ii) for death or personal injury caused by negligence or breach of Our other legal obligations. Subject to this, We are not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Engagement was entered into.
- 19.4 Except as set out in this Terms, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.
- 19.5 You acknowledge when Engaging us for Services that Internet security is a rapidly evolving area of expertise and consequently the complete efficacy of our techniques and methods in deducing network vulnerability cannot be guaranteed. Further, Laneden does not offer any implied or express guarantee that the Services will render the Client Networks secure from every form of

cyber-attack.

20. Governing law, jurisdiction and complaints

- 20.1 The Engagement (including any non-contractual matters) is governed by the laws of England and Wales.
- 20.2 Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Client lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.
- 20.3 We try to avoid any dispute, so we deal with complaints in the following way: If a dispute occurs, clients should contact us to find a solution. We will aim to respond with an appropriate solution within 5 Business Days.