

Terms and Conditions

By signing this form (either digitally or physically) you are contracting VyperLabs (<https://www.securityandpentesting.org/>) to perform a penetration test of the target host(s) that you have specified in this form. In doing so, you have consented to the following terms and conditions:

Waiver of liability:

Throughout the course of conducting the penetration test, there is a slight chance the tests conducted may trigger “bugs” that are within the code of the web application being tested. These bugs may cause code failures, potentially leading to service disruption. It is also possible that certain tests are inherently dangerous in ways that do not require bugs in the code to be disruptive (e.g brute-forcing passwords that may consume a lot of website bandwidth, leading to service disruptions). You consent to waive VyperLabs of all criminal and civil liability for any damage done to the web application as a result of its testing and auditing, provided that such testing was within the scope of testing defined by the customer. VyperLabs agrees to only conduct tests that the client specifies, and will do everything that it can to coordinate its activities with the customer, to ensure a minimal chance of such disruptions.

Payment upon completion:

Upon completion of the penetration test (and all subsequent communication with the client regarding remediation of discovered security vulnerabilities) the customer agrees to make a one-time payment of: \$350.00 to be made to VyperLabs. The customer agrees to make this payment within 1 week of the project completion.

Confirmation of identity:

The customer agrees that, in order to hire VyperLabs to perform a penetration test, it must first provide a reasonable standard of proof that it is authorized to perform the penetration test on the specified target(s). The customer also agrees that it bears full legal and civil liability and responsibility, in the event that VyperLabs is accused of unethically or illegally penetrating the targets specified within this form.

VyperLabs will perform a reasonable method of authentication to validate the legitimacy of the client. By signing this form, the customer also attests that it has the legal authority to operate a penetration test on the host(s) specified in this form.

Subsequent contact with customer:

The customer will have a right to dictate to VyperLabs whether it wants VyperLabs to keep a record of the final penetration-testing report. VyperLabs agrees to honor whatever decision is made by the customer, regarding whether to delete the report after the testing is complete. If the customer decides to order VyperLabs to delete the report, the customer waives VyperLabs of all legal and civil liability for not keeping a record of the report.

Nonetheless, upon delivering the final report to the customer, VyperLabs is under no legal, civil, or ethical obligation to maintain a record of the report, but it will attempt to do so (unless instructed not to, by the client) in case the customer ever communicates with VyperLabs again.

Upon subsequent communication, the customer must provide a reasonable degree of proof that he is, in fact, the customer he is claiming to be. This is to prevent an unauthorized party from impersonating the customer and using it to extract information of a previous penetration test from VyperLabs. If the customer is unable to provide adequate proof of his identity, VyperLabs has no obligation to share any information with the party claiming – truthfully or not – to be the aforementioned customer.

Nonetheless, VyperLabs is under no legal, ethical, or civil obligation to communicate with a returning customer (even after the customer validates his legitimacy), unless VyperLabs is still completing an open contract.

VyperLabs agrees to do its best to confirm the identity of a returning customer, and it will do this by requesting information from the party claiming to be the customer, (that only VyperLabs and the customer will have) regarding information about the previous penetration test, including: dates the test were conducted on, the scope of the test, technical details of found vulnerabilities, e.t.c. although it is always possible that an impersonator will successfully acquire enough information to impersonate a previous customer. For this reason, maintaining confidentiality of the details of a completed penetration test is the responsibility of the customer. If a malicious actor somehow acquires the relevant information necessary to impersonate the customer and uses this information to acquire sensitive penetration-testing data from VyperLabs, the customer agrees to bear full legal and civil liability.

Storage of information and communication data:

The customer agrees that all communications between it and VyperLabs will be recorded and preserved by VyperLabs. This includes recording of any phone-calls as well as timestamps of such calls, the contents and files contained within emails as well as email headers, and messages sent to VyperLabs via its website. This may even include information such as the IP address that was used to contact VyperLabs via email or its website.

The right to abandon the project:

Both the customer and VyperLabs have the right to abandon the project at any point in time. If either party abandons the project before it is complete, no payment is due. However, if VyperLabs has sent the completed report to the customer before the customer has decided to abandon the project, the aforementioned payment is still due.

Either party may choose to shut down the project at any time, with or without cause. A cause is not required, but possible reasons why this might occur, include disagreements over how the project should be conducted, difficulty in tolerating the other party's attitude, the target hosts not being operational (thereby making it impossible to conduct a penetration test on the target), e.t.c.

VyperLabs agrees to make a good-faith effort to complete the project as well as all post-testing consultation and remediation. The customer agrees to not over-burden VyperLabs with excessive or unnecessary post-testing communication, and that any post-testing communication will be solely for the purpose of remediation, and the customer agrees to not exaggerate or needlessly extend that process for the purpose of exhausting VyperLabs or delaying the payment date.

Project Specifications

Target hosts:

(list all hosts to be targetted, seperated by a comma. E.g

<https://www.example.com>, <https://www.zombo.com/>, <http://255.255.255.255>)

Exempt from testing:

If there are any directories within the target hosts that you want exempt from testing, list them here. E.g if you write: <https://www.example.com/admin/> then everything within the “admin” folder will **not** be penetration-tested. Please write complete URLs, to avoid confusion.

Tests to conduct:

(All tests not explicitly checked off, will **not** be conducted. We recommend having an I.T employee review and decide on this, or talk to VyperLabs for personalized recommendations, if you’re not sure. Alternatively, you can just check off everything.)

Cross-site scripting (XSS)	<input type="checkbox"/>
SQL injections	<input type="checkbox"/>
PHP/ASP injections	<input type="checkbox"/>
OS command injections	<input type="checkbox"/>
HTTP header injections	<input type="checkbox"/>
Authentication brute-forcing	<input type="checkbox"/>
Sensitive data exposure checks	<input type="checkbox"/>
Directory traversals	<input type="checkbox"/>
Cross-site request forgeries (CSRF)	<input type="checkbox"/>
Clickjacking	<input type="checkbox"/>
CVE testing	<input type="checkbox"/>
Social engineering	<input type="checkbox"/>
Acess control testing	<input type="checkbox"/>

Read, sign, date, and return to VyperLabs

By signing and dating below, you acknowledge that you have read, understood, and agreed to the terms and conditions listed above, and authorize VyperLabs to perform a penetration test on the hosts specified in the form above, and according to the specifications outlined in the form above.

If at any time during this project, you desire a change in any of the above-listed parameters, VyperLabs and its penetration testers will do their best to accommodate such changes. However, tests already performed cannot be undone. VyperLabs will keep a record of this document, and will also give you a new form to specify the terms of the new, updated contract. A change in price may occur, and if so, the new price will be specified in the updated document.

Full name:

Company name (if applicable):

Signature (first and last initial, if signing digitally):

Current date: