

Terms and Conditions of Service

Dear Customers,

Before completing the Service Application on the website <https://dis.works/>, please review these Terms and Conditions of Service.

1. Definitions used in these Terms and Conditions of Service:

- **Terms and Conditions of Service (the “Terms”)** — the set of rules governing future interactions between the Service Provider and the Customer regarding the procedure for ordering and providing services, including the basic service terms, timelines, payment procedure, and the parties’ liability, as reflected in a future service agreement.
- **Website** — the website available at <https://dis.works/>.
- **Service Provider** — «OSKO» LCC, EDRPOU code 43470361
- **Customer** — an individual or legal entity that has expressed its intent and ordered services in accordance with the list offered on the Website.
- **Services** — the list of services specified on the Website that the Customer may order either as Complete Protection or as individual services, on a one-time or ongoing basis, namely:
 - **Complete Protection** — a package of services including: Workstation Antivirus protection; Patch management; Mass workstation lockdown; Employee awareness; Penetration testing; Phishing simulation; Infrastructure scanning; Server protection.
 - **Workstation Antivirus protection** — a service for installing and configuring antivirus software.
 - **Patch management** — a service for setting up and maintaining software update processes.
 - **Mass workstation lockdown** — a service for installing and configuring the Brick App application.
 - **Employee awareness** — a service providing access to an information security training platform.
 - **Penetration testing** — a service for conducting penetration testing.
 - **Phishing simulation** — a service for conducting phishing testing among employees.
 - **Infrastructure scanning** — a service for scanning the Customer’s infrastructure for vulnerabilities.
 - **Server protection** — a service for installing and configuring antivirus software and setting up monitoring of the Customer’s infrastructure to detect suspicious activity.
- **Service Application (the “Application”)** — a form established by the Service Provider that contains the Customer’s offer to enter into a service agreement according to the selected package on the terms defined in the Application and in

these Terms, which the Customer signs via the DocuSeal electronic service using a qualified electronic signature, thereby expressing consent to conclude a contract with the Service Provider.

- **A DocuSeal** — an open electronic platform through which the Customer can complete and sign Applications.

2. General Provisions

2.1. Services are provided to Customers based on separate agreements for each Service concluded with the Service Provider. The Customer unconditionally agrees that service agreements may be concluded through electronic document exchange using a qualified electronic signature. By submitting an Application, the Customer agrees that the parties treat it in accordance with Article 641 of the Civil Code of Ukraine.

2.2. The Customer may initiate the conclusion of a service agreement by submitting an Application indicating the type and quantity of services desired. In the case of ordering individual services, a separate Application is completed for each service. After completing the Application, the Customer signs it by applying a qualified electronic signature using the DocuSeal electronic service, which is then sent to the Service Provider. As the Customer independently selects the type and quantity of services, the Customer verifies the correctness of the Application and may correct it before sending.

2.3. By signing and sending the Application, the Customer confirms full civil legal capacity to enter into transactions.

2.4. The Customer is responsible for the correctness of the Application, the details provided, and contact information. If it is impossible to contact the Customer using the contact information specified in the Request, the Service Provider may unilaterally cancel the Request. In such a case, the Service Provider is not liable for non-conclusion of the agreement and for non-provision of services according to the Customer's Application. In particular, the Service Provider is not liable for contact details of third parties supplied by the Customer.

2.5. The Service Provider may refuse to conclude an agreement and to provide a service to a representative of the Customer if such representative lacks authority to act on behalf of the legal entity from which the Application is sent, or if there is no signature on the Application using a qualified electronic signature.

2.6. Services are provided during the Service Provider's business hours according to the following schedule:

Monday — 10:00–19:00 (GMT+3);

Tuesday — 10:00–19:00 (GMT+3);

Wednesday — 10:00–19:00 (GMT+3);

Thursday — 10:00–19:00 (GMT+3);

Friday — 10:00–19:00 (GMT+3).

Upon a separate Request from the Customer agreed with the Service Provider, services may

be provided outside business hours for a separate fee. After agreeing to such a Request, the parties sign an additional agreement on the provision of services outside the Service Provider's business hours.

2.7. By completing, signing, and sending the Application in the manner provided by these Terms, the Customer accepts and agrees to the terms of service set forth in this document and in the Application in full.

2.8. By signing and sending an Application for Complete Protection or for individual services of Penetration testing and/or Phishing simulation to identify weaknesses in the manner provided by these Terms, the Customer gives unconditional consent to the provision of such services by the Service Provider. The parties agree that, when ordering Complete Protection or a penetration service, such penetration by the Service Provider and/or its personnel is deemed fully authorized by the Customer. The parties also agree that when ordering a Phishing simulation service, the Customer consents to its provision.

2.9. By signing and sending the Application, the Customer confirms having read and agreed to these Terms and to the terms set out in the Request in full.

2.10. The Service Provider may require additional written documents whereby the Customer waives claims concerning the Service Provider's actions aimed at providing Complete Protection or individual services of penetration testing or phishing.

3. Basic terms and service timelines

3.1. Upon receipt of a signed Application from the Customer, the Service Provider processes it. After processing, a representative of the Service Provider contacts the Customer to clarify all details and the Customer's information for concluding the main Service Agreement and issuing an invoice for payment.

3.2. Services are provided by the Service Provider only after the conclusion and signing of the main agreement and the Customer's advance payment.

3.3. For the purpose of providing the services, the Customer shall supply the Service Provider with all information and access necessary to provide the Services and shall otherwise assist in the provision of the services. The Service Provider is not liable for delays in service provision caused by delays in supplying the necessary information and access.

3.4. Complete Protection is provided on a monthly subscription basis with advance payment and automatic renewal. Agreements for Complete Protection are valid for 1 (one) year with automatic renewal.

3.5. Penetration testing, Phishing simulation, and Employee awareness training are provided as one-off services after the terms of such service are agreed with the Customer, subject to clause 3.2 of these Terms, and after the Service Provider is supplied with necessary information.

3.6. Connection, configuration, and transfer of auxiliary software to the Customer for installation together with instructions are performed within 5 days from confirmation of payment by the Service Provider and receipt of the necessary information from the Customer.

3.7. Services are provided remotely.

3.8. The Customer must ensure compliance with all technical requirements necessary for the Service Provider to provide the services.

3.9. More detailed conditions and timelines are determined by the parties in the relevant Application, which serves as the basis for concluding the main agreement. The Customer understands and agrees that the terms of the Request constitute the basic terms of service provision by the Service Provider; therefore, after signing and sending the Application to the Service Provider, the Customer has no right unilaterally to change the service terms set out in the Application, nor to demand such changes from the Service Provider.

3.10. The Service Provider may unilaterally amend the service terms set out in Applications except where such Applications have already been signed and sent to the Service Provider as provided in these Terms.

4. Price and payment procedure

4.1. The Service Provider independently sets the prices and payment procedure and may change them unilaterally, except for Services already paid by the Customer. In such a case, the Service Provider undertakes to notify the Customer of a price increase one month before such increase, whereupon the parties undertake to sign an addendum. If the Customer does not agree to the price increase, the Customer may initiate termination of the agreement and refuse the services no later than the last calendar day of the month.

4.2. Complete Protection, Workstation Antivirus protection, Patch management, Server protection, and Mass workstation lockdown are provided on a monthly payment basis per each 1 workstation device and vary depending on the number of devices indicated in the Application. "Month" means a calendar month. As the rate is fixed, if the service starts after the 1st day of a month, the monthly payment is not recalculated pro-rata for the number of days in that month and does not roll over to the next month. The final monthly amount is displayed in the Request after the necessary fields concerning the number of devices are completed, and is specified in the main agreement.

4.3. Infrastructure scanning is provided on a monthly basis at a fixed tariff according to the ordered volume.

4.4. The cost of one-off services such as Employee awareness and Phishing simulation is fixed and depends on the number of the Customer's employees to whom such services will be provided.

4.5. The final price of one-off services is indicated in the Application and reflected by the parties in the main agreement.

5.6. One-off services are provided only after full prepayment. Services provided on a monthly basis are rendered after full prepayment for the month in which such services will be provided, no later than the 30th day of the previous month.

4.7. Prices in Applications are indicated in U.S. dollar equivalent for information purposes only. Settlements between the Parties are made in the national currency of Ukraine (UAH) at the NBU exchange rate on the date the Service Provider issues the invoice.

4.8. Payment for the Service Provider's services is made by bank transfer to the Service Provider's account. Services are deemed paid when funds are credited to the Service Provider's account.

4.9. For subscription services, within one month after each month the Service Provider provides the Customer with a detailed report on the services provided in a form and content determined by the Service Provider. If services are not provided for the number of the Customer's devices specified in the Application, the remainder is not refunded but carried over to the next month.

5. Liability of the Parties

- In the event of a breach of the agreement, the parties bear liability as provided by the applicable laws of Ukraine and these Terms.
- The Service Provider is not liable for loss of access to the services due to late payment by the Customer.
- In case of late payment, the Service Provider may suspend provision of services under the relevant agreement and is relieved from obligations to provide access to the software.
- The Service Provider is not liable for actions of the Customer and/or its representatives that made it impossible to provide the service in whole or on time. In such cases, the cost of paid services that cannot be rendered due to such actions of the Customer or its representatives is not refunded.

6. Termination of the Agreement

- The agreement for Complete Protection, Workstation Antivirus protection, Patch management, Server protection, Infrastructure scanning, and Mass workstation lockdown may be terminated by either party by written notice before the start of the next calendar month, unless otherwise agreed by the parties in a separate agreement.
- The agreement for Employee awareness, Penetration testing, and Phishing simulation may be terminated by either party by written notice before the start of service provision, unless otherwise provided in the main agreement.

7. Refunds

- Refunds are made only when the service has not been provided and the Customer has notified the Service Provider of termination before the start of service provision.
- For services provided on a subscription basis (Complete Protection, Workstation Antivirus protection, Patch management, Infrastructure scanning, Server protection, Mass workstation lockdown), no refund is made for the paid period if the service was activated.
- For one-off services (Employee awareness, Phishing simulation, Penetration testing), a refund is possible only before the start of service provision. After approval of the technical task, providing access, or the start of service provision, a refund is not possible.
- If the service cannot be provided due to the Service Provider's fault, the unused amount of funds is refunded.

8. Confidentiality

- For the purpose of performing contractual obligations, the Customer guarantees to supply the Service Provider with all information necessary to provide the services under this agreement and to otherwise assist in their provision. In doing so, the Service Provider and its affiliates also gain access to the Customer's confidential information and trade secrets to the extent necessary to fulfil their contractual obligations, which the Customer agrees to by submitting an Application and providing such access.
- By submitting an Application, the Customer grants the right to use its confidential information and trade secrets solely for the Service Provider's performance of its contractual obligations and only to the extent necessary to provide the services.
- The Service Provider guarantees that confidential information and trade secrets received from the Customer will be used solely for the purpose of performing its contractual obligations.
- "Trade secret" means information of a technical, organisational, commercial, manufacturing or other nature, except for information that by law cannot be treated as a trade secret.
- The Service Provider undertakes not to disclose confidential information and trade secrets of the Customer obtained during service provision without the Customer's written consent.
- The Service Provider confirms that granting access to the Customer's confidential information and trade secrets does not constitute a transfer of intellectual property rights to such information.
- The Service Provider confirms that only a limited circle of persons (the Service Provider's affiliates) will have access to the Customer's confidential information and trade secrets, and such persons have also signed confidentiality and non-disclosure undertakings.

- The Service Provider undertakes not to use confidential information and trade secrets to the detriment of the Customer and not to use the information for unfair competition.
- The Customer and its affiliates undertake to preserve the Service Provider's confidential information and trade secrets that became known to the Customer during service provision for the duration of the main agreement and for 5 years after its termination or early termination.
- By completing an Application for services, the Customer consents to the processing of personal data (such as phone number, e-mail, full name, etc.) solely for the purpose of processing the Application, entering into the main agreement, and conducting marketing activities. The Service Provider undertakes to store the personal data received, to prevent access to the personal data by third parties not related to the direct provision of services under this agreement, and to delete the Customer's personal data upon the Customer's request. The Service Provider is not liable for any personal data of third parties provided by the Customer in breach of data protection laws.

9. Dispute Resolution

All disputes shall be resolved through negotiations. If an agreement cannot be reached, disputes shall be resolved in court at the location of the Service Provider under the laws of Ukraine.

10. Additional Provisions

These Terms take effect from the moment they are published on <https://dis.works/> and apply throughout Ukraine and beyond.

The Service Provider reserves the right to amend the Terms unilaterally by publishing such changes on the Website. Matters not regulated by these Terms are governed by the Application and the main agreement.

The Customer agrees that these are only the basic terms of service provision. A more detailed description of services is provided in the Applications and separate agreements signed by the parties as provided by the laws of Ukraine. In the event of discrepancies between these Terms and the Applications and/or separate agreements, the terms of the Applications and/or separate agreements shall prevail.