Terms and Conditions

1. Application and entire agreement

    a. These Terms and Conditions apply to the provision of the services detailed in our quotation (Services) by Fidus Information Security Limited a company registered in England and Wales under number 10684689 whose registered office is at Fidus Information Security, St John's Innovation Center, Cambridge, CB4 0WS (we or us) to the person buying the services (you)
    b. You are deemed to have accepted these Terms and Conditions when you accept our quotation or from the date of any performance of the Services (whichever happens earlier) and these Terms and Conditions and our quotation (the Contract) are the entire agreement between us.
    c. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These Conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2. Interpretation

    a. A "business day" means any day other than a Saturday, Sunday or bank holiday, unless otherwise agreed.
    b. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
    c. The "Authorisation Form" is a form provided to the Client and returned permitting access to test the systems.
    d. "Scope of Work" is a description of the work agreed to be carried out.
    e. The "Business", "Project" or "Work" means the work carried out in which the company has been engaged for.
    f. The "Client" is the company engaging Fidus Information Security Limited to work with them.
    g. The "Company" is Fidus Information Security Limited
    h. Words imparting the singular number shall include the plural and vice-versa.

3. Services

    a. We warrant that we will use reasonable care and skill in our performance of the Services which will comply with the quotation, including any specification in all material respects. We can make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.
    b. We will use our reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the quotation.
    c. All of these Terms and Conditions apply to the supply of any goods as well as Services unless we specify otherwise.
    d. An engagement will be scoped formally with the Client using the Companies scoping application, scoping questionnaire and conversations with the technical and admin teams. All of these documents will be used to generate a proposal which will detail the full scope and requirements of the engagement and how the findings will be documented

to the Client. This will include outlining assumptions, limitations and expectations of the engagement, as well as SLAs and formatting of reporting.

4. Your obligations

a. You must obtain any permissions, consents, licences or otherwise that we need and must give us with access to any and all relevant information, materials, properties and any other matters which we need to provide the Services.
b. If you do not comply, we can terminate the Services.
c. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section (Your obligations).
d. It is the Clients responsibility to ensure all relevant backups of data have taken place prior to testing commencing.
e. It is the client's responsibility to restore all data and systems in the event of a system failure or issues caused by malicious software; such as a virus.
f. The Client understands the work described cannot be started until a valid Authorisation Form has been completed and returned to the Company.
g. The Client acknowledges all systems that can or cannot be attacked are to be stated within both the Authorisation Form and the Scope of Work.

5. Our obligations

a. The Company will attempt to identify and exploit vulnerabilities in the applications/systems owned by the Clients unless otherwise stated in the Scope of Work.
b. The Company will attempt to exploit higher risk issues after permission has been granted by the Client unless stated otherwise in the Scope of Work.
c. The effects of such testing cannot be predicted by the Company and may cause damage or disruption to the applications/systems belonging to the Client. Liability is explained in clause; Liability and indemnity.
d. The Company shall ensure that services provided are completed with due care and attention in accordance with current industry best practices in mind. All work will be conducted by a professional in a professional manner.
e. The Company shall comply with the Clients health and security policies when attending the Clients premises.
f. If an unexpected event or a breach is found by the Company during testing the PoC will be notified immediately.
g. Above all else The Company agrees to abide by the scope detailed within the Scope of Work issued.
h. The Company will ensure that its obligations relating to the Data Protection Act 2018 are fulfilled for all data held or obtained during an engagement.
i. The Company will ensure that it ensures during an engagement it complies with Sections 1,2 and 3 of the Computer Misuse Act 1990. No engagement can be fulfilled without signed agreement from the Client to allow testing to be conducted.
j. All data added to the Companies reporting environment is for the generation of the final report only. Once a report has been issued and the Client has confirmed the report is satisfactory all information is removed from it.
k. When the Company stores information for archival reasons it is stored encrypted at rest using industry standard secure encryption such as PGP or SHA256 password encrypted Zip files.
l. Documents, assets and client information collected is for the use in testing only and will be stored securely as noted above. This information is kept until the Client has confirmed they have received the report and are happy with the findings. At this point the data is securely deleted by being overwritten using a forensically secure application.

m. The Companies attack infrastructure will always make use of fully up to date anti-virus and anti-malware solution. Before an engagement is conducted the infrastructure being used will be fully scanned for virus' and malware. During an engagement any data uploaded to the target infrastructure will be scanned before upload. This is to ensure that no malicious software is unintendedly moved from the Companies infrastructure to the Clients infrastructure.
n. If the Company identifies any personal information during an assignment it would immediately notify the Client and stop testing. The information identified will be deleted with a redacted sample kept for reporting purposes. This ensures that no breach of the personal data can occur.
o. The Company adheres to the 1990 Computer Misuse Act to secure computer material against unauthorised access or modification.
The following actions are prohibited by the Company:
i. Disseminate any information that may lead to the unauthorised modification of computer materials owned by the Client.
ii. Disseminate any information or material which may incite or encourage others to carry out unauthorised access to or modification of computer systems owned by the Client.
iii. Not reporting vulnerabilities that could allow others to gain access or modify computer systems owned by the Client.

6. Fees

a. The fees (Fees) for the Services are set out in the quotation and are on a time and materials basis.
b. In addition to the Fees, we can recover from you a) reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, b) the cost of services provided by third parties and required by us for the performance of the Services, and c) the cost of any materials required for the provision of the Services.
c. You must pay us for any additional services provided by us that are not specified in the quotation in accordance with our then current, applicable daily rate in effect at the time of performance or such other rate as may be agreed between us.
d. The Fees are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

7. Cancellation and amendment

a. We can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the Services have not started.
b. Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.
c. Cancelling outside of reasonable time incurs fees as follows
    i. less than ten (10) working day(s) notice, payment for 50% of the total project will be charged.
    ii. less than five (5) working day(s) notice, full payment for the project will be charged.
    iii. Testing cancellation at any time after booking incurs a fee of 25% minimum.
d. If you want to amend any details of the Services you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to you.
e. If, due to circumstances beyond our control, including those set out in the clause below (Circumstances beyond a party's control), we have to make any change in the Services or

how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.

8. Payment

a. We will invoice you for payment of the Fees before Services take place.
b. Payment must be completed or a Purchase Order raised before Services take place.
c. You must pay the Fees due within 30 days of the date of our invoice or otherwise in accordance with any credit terms agreed between us.
d. Time for payment shall be of the essence of the Contract.
e. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at the rate of 10% per annum above the base lending rate of the Bank of England from time to time on the amount outstanding until payment is received in full.
f. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
g. If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with, you.
h. Receipts for payment will be issued by us only at your request.
i. All payments must be made in British Pounds unless otherwise agreed in writing between us.

9. Sub-Contracting and assignment

a. We can at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under these Terms and Conditions and can subcontract or delegate in any manner any or all of our obligations to any third party.
b. You must not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.

10. Termination

a. We can terminate the provision of the Services immediately if you:
    i. commit a material breach of your obligations under these Terms and Conditions; or
    ii. fail to make pay any amount due under the Contract on the due date for payment; or
    iii. are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
    iv. enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
    v. convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in

respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

11. Intellectual property

a. We reserve all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

12. Confidentiality

a. Any data provided to the Client by, or on behalf of, the Company remains the property of the Company and may not be made public knowledge to any party, who is not an employee or contractor of the Client; without the Companies prior written consent.
b. The Client and the Company understand that all communication concerning the Business must remain confidential and may not be made public knowledge.
c. Nothing within this agreement will restrict the Company from using or sharing any knowledge, experience or skills gained during the assessment, on future assessments; this includes disclosing vulnerabilities found within 3rd party software.
d. Reports conducted under the CHECK framework will be supplied to NCSC once completed.
e. The Company requires a mutual non-disclosure agreement to be completed before assignments are conducted, this NDA can be issued by either the Client or the Company, but must be signed by both parties.
f. Both the Company and Client agree to disclose any information as required to by law to relevant government, regulatory and law enforcement bodies.

13. Data Protection

a. Both the Company and Client agree to ensure where possible; at all times, comply with the provisions and obligations imposed by the Data Protection Act 2018.
b. The Company will put in place measures to ensure personal data is protected against loss and unauthorised access.
c. The Company will act only as a data processor and the Client shall remain as the data controller in regards to all data.
d. Any data provided to the Company will be stored securely using industry standard cryptographically secure archives such as PGP, AES 256 password protected zip.
e. Only consultants and admin staff who are working on a project are given access to information and data supplied by the Client for that project. This ensures that only relevant Company employees access data pertaining to the Clients project. Non-specific information maybe discussed with other members of staff but specific information or data would not be shared.

14. Liability and indemnity

a. Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this clause.
b. The total amount of our liability is limited to the total amount of Fees payable by you under the Contract.
c. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the quotation for:
    i. any indirect, special or consequential loss, damage, costs, or expenses or;
    ii. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or
    iii. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
    iv. any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
    v. any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.
    vi. any testing work where possible should be carried out in a development environment,
d. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.
e. These Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation.

15. Circumstances beyond a party's control

a. Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.

16. Communications

a. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
b. Notices shall be deemed to have been duly given:
    i. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient.
    ii. when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
    iii. on the fifth business day following mailing, if mailed by national ordinary mail; or
    iv. on the tenth business day following mailing, if mailed by airmail.
c. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

17. Shipping of Reports & Data

a. The table below details the way we ship information based on different classes of information.

Information Type	Shipping Method
Unsensitive	Any
Commercial-In-Confidence	Email or Post sent using at least SSL/TLS mail server.
Commercially-Sensitive	Email or Post sent using at least SSL/TLS mail server.
Commercially-Confidential	Encrypted using TLSv1.2 Across the Internet. Sent via post marked Private and Confidential. Sent via Email using an encrypted archive such as PGP or Sha256 password protected zip file.
OFFICIAL	Email or Post sent using at least SSL/TLS mail server.
OFFICIAL-SENSITIVE	Sent using an encrypted archive such as PGP or SHA256 password encrypted Zip file.
SECRET	Sent using an encrypted archive such as PGP or SHA256 password encrypted Zip file.

18. No waiver

a. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

19. Severance

a. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

20. Law and jurisdiction

a. These Terms and Conditions are governed by and interpreted according to English law. All disputes arising under these Terms and Conditions are subject to the exclusive jurisdiction of the English courts.