

WEBSITE TERMS OF USE

security.startuphakk.com

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The website located at **https://security.startuphakk.com** (including any related subdomains, applications, and services offered through it) (the “**Site**”) is owned and operated by **StartupHakk LLC** (“**Company**,” “**us**,” “**our**,” or “**we**”), an Arizona limited liability company with its principal place of business at 4274 S. Snowcap Ct, Gilbert, AZ 85297. Certain features of the Site may be subject to additional guidelines, service descriptions, or rules posted on the Site, which are incorporated by reference into these Terms.

These Terms of Use (“**Terms**”) govern your access to and use of the Site and the cybersecurity assessment, scanning, code review, penetration testing, compliance, and related services made available through the Site (collectively, the “**Services**”). By accessing or using the Site or Services, or by clicking “I agree” (or a similar button or checkbox) when that option is presented to you, you agree to these Terms on behalf of yourself or the entity you represent, and you confirm that you have the authority to do so. You must be at least 18 years old to use the Site. If you do not agree to these Terms, please do not use the Site or Services.

IMPORTANT — PLEASE READ SECTION 11 CAREFULLY. It contains an agreement to resolve disputes through binding individual arbitration instead of in court, and includes a waiver of class action rights and jury trial rights. You have 30 days to opt out of the arbitration agreement, as further described in Section 11.

1. Accounts

1.1 Creating an Account. Some features of the Site and Services may require you to register for an account. When you register, you agree to provide accurate, current, and complete information and to keep that information updated. You may delete your account at any time by following the instructions on the Site or by contacting us at info@startuphakk.com. We may suspend or terminate your account as described in Section 8.

1.2 Account Security. You are responsible for keeping your login credentials confidential and for all activity that occurs under your account. If you believe your account has been accessed without your authorization, please notify us immediately at info@startuphakk.com. We are not liable for any losses resulting from your failure to keep your credentials secure.

2. Access to the Site

2.1 License. Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Site and Services for your internal business purposes (or personal purposes if you are an individual acting on your own behalf). This license does not include any right to resell, sublicense, or commercially exploit the Site itself.

2.2 Restrictions. You may not: (i) license, sell, rent, lease, transfer, assign, distribute, or commercially exploit the Site or any content on it except as expressly permitted; (ii) modify,

create derivative works from, disassemble, reverse-compile, or reverse-engineer any part of the Site; (iii) access the Site in order to build a similar or competing product or service; (iv) use the Site or Services to scan, test, or attack any system, website, or application for which you do not have explicit authorization; (v) attempt to interfere with the proper working of the Site or Services; or (vi) copy, reproduce, distribute, republish, download, display, post, or transmit any part of the Site except as expressly permitted by these Terms. All copyright and proprietary notices on the Site must be kept intact on any copies you are permitted to make.

2.3 Changes to the Site. We may modify, suspend, or discontinue the Site or any Services (or any part of them) at any time, with or without notice. We are not liable to you or any third party for any such modification, suspension, or discontinuation.

2.4 No Support Obligation. Except as expressly agreed in a separate written engagement or paid Service description, we have no obligation to provide you with support or maintenance for the Site.

2.5 Ownership. All intellectual property rights in the Site, its content, our methodologies, scanning engines, report templates, tools, and the Services — including copyrights, patents, trademarks, trade secrets, and know-how — belong to Company or its suppliers. These Terms do not transfer any ownership rights to you, except for the limited access rights in Section 2.1 and any limited rights in deliverables expressly granted in Section 2.7. All rights not expressly granted are reserved.

2.6 Feedback. If you share feedback or suggestions about the Site or Services with us, you grant us a perpetual, irrevocable, worldwide, non-exclusive, fully-paid, royalty-free license to use that feedback freely, in any manner and for any purpose, without attribution or compensation. Please do not submit any feedback that you consider proprietary or confidential.

2.7 Deliverables and Reports. Upon completion of a paid or free Service (such as an AI Site Scan report, AI Code Review findings, or Security Review deliverable), and subject to your payment of applicable fees, Company grants you a limited, non-exclusive, non-transferable license to use the specific report or findings delivered to you solely for your internal security improvement and compliance purposes. Company retains all rights in its underlying tools, methodologies, playbooks, and general knowledge. You may not resell, publish, or distribute our reports or findings to third parties without our prior written consent, except as reasonably necessary to share with your internal teams, auditors, or advisors under confidentiality obligations.

3. Services, Authorization & Scope

3.1 Description of Services. The Site offers cybersecurity-related Services that may include, without limitation: (a) AI-powered website and application scanning (AI Site Scan); (b) AI-augmented secure code review of uploaded codebases (AI Code Review); (c) comprehensive security reviews, penetration testing, architecture assessments, and SOC 2 / OWASP-aligned compliance testing; and (d) related consulting, reporting, and remediation guidance. Specific features, pricing, and deliverables for each Service are described on the Site or in a separate statement of work or order form.

3.2 Authorization and Representations. By submitting a target URL, domain, IP address, application, or codebase for scanning, testing, or review, you represent and warrant that: (i) you

own the target system or codebase, or you have obtained all necessary written authorization from the owner(s) to permit Company to perform the requested Services; (ii) you have the legal right and authority to authorize such testing; and (iii) the testing will not violate any applicable law, contract, or third-party rights. You are solely responsible for obtaining any required third-party consents, notices, or authorizations (including from hosting providers, cloud vendors, or end users). You agree to indemnify and hold Company harmless from any claims arising from unauthorized testing initiated at your request.

3.3 Scope and Limitations of Testing. Our scanning and testing Services are designed to identify common classes of vulnerabilities (including certain OWASP Top 10 and CWE-mapped issues) within the agreed scope and time window. **We do not guarantee that any scan, review, or test will identify every vulnerability, security flaw, or compliance gap that may exist.** Findings are based on the information and access provided by you at the time of testing, the then-current state of the target, and the capabilities of our tools and methodologies. False positives and false negatives can and do occur. Engineer review of critical findings is performed to improve quality but does not convert an automated or AI-assisted process into a guarantee of completeness.

3.4 Client Responsibility for Remediation. You are solely responsible for evaluating, prioritizing, and remediating any findings we deliver. Company does not perform remediation unless separately engaged in writing to do so. Implementation of any recommended fixes, configuration changes, or compensating controls is at your own risk and expense.

3.5 Uploaded Materials and Code. If you upload source code, binaries, configuration files, or other materials (“Uploaded Materials”) for AI Code Review or similar Services, you retain ownership of your Uploaded Materials. You grant Company a limited license to process, analyze, and store the Uploaded Materials solely for the purpose of performing the requested Service and generating the deliverable. We will not use your Uploaded Materials to train general-purpose models for the benefit of other customers. We will take reasonable measures to protect the confidentiality of Uploaded Materials. Unless otherwise agreed in writing, we may retain Uploaded Materials and related work product for a limited period (typically not exceeding 90 days after delivery of the final report) for quality assurance, dispute resolution, and legal compliance purposes, after which we will delete or anonymize them in accordance with our data retention practices.

3.6 Payment. Fees for paid Services (including Full Scan Reports and higher-tier engagements) are as stated on the Site or in an order form at the time of purchase. Free scans are provided at no charge subject to these Terms and any fair-use limits we may implement. Payment is due at the time of order unless otherwise agreed. All fees are non-refundable except as required by law or as expressly stated in a Service description. You are responsible for any applicable taxes.

3.7 No Professional Legal or Compliance Advice. Our reports and findings may reference frameworks such as OWASP, SOC 2, or CWE for educational and informational purposes. Nothing we provide constitutes legal advice, formal certification, or a guarantee of regulatory compliance. You should consult qualified legal and compliance counsel regarding your specific obligations.

4. Privacy

Your use of the Site and Services is also governed by our Privacy Policy, which is available at <https://security.startuphakk.com/privacy-policy> (or such other URL as we may designate) and is incorporated into these Terms by reference. The Privacy Policy describes the types of personal data and other information we collect from you or your device, how we use that information, and the circumstances under which we may share it with third parties.

4.1 Processing of Personal Data. By using the Site or Services, you acknowledge that you have read and understand our Privacy Policy and that Company will process your personal data and other information in accordance with the Privacy Policy. If there is a conflict between these Terms and the Privacy Policy with respect to the collection, use, or processing of your personal data, the Privacy Policy will control.

4.2 Cookies and Tracking Technologies. The Site may use cookies, web beacons, pixels, and similar tracking technologies (“Tracking Technologies”) to collect information about your use of the Site. For details on what Tracking Technologies the Site uses, what information they collect, and how you can manage your preferences, please refer to our Privacy Policy.

5. Indemnification

You agree to defend, indemnify, and hold harmless Company and its officers, employees, agents, contractors, and affiliates from and against any claims, demands, losses, damages, costs, and reasonable attorneys’ fees arising out of or related to: (i) your use of the Site or Services; (ii) your violation of these Terms; (iii) your violation of any applicable law or regulation; (iv) any claim that testing or scanning performed at your request was unauthorized or exceeded the scope of authorization you provided; or (v) any Uploaded Materials you submit. We may assume control of the defense of any such claim at your expense, and you agree to cooperate with our defense. You agree not to settle any such claim without our prior written consent. We will make reasonable efforts to notify you promptly of any claim of which we become aware.

6. Third-Party Services & Other Users

6.1 Third-Party Services. The Site may include links to or integrations with third-party websites or services, or may display third-party advertisements (collectively, “Third-Party Services”). We do not control, endorse, or take responsibility for any Third-Party Services. You use all Third-Party Services at your own risk, and you acknowledge and agree that the applicable third party’s own terms and privacy practices will apply to such use.

6.2 Other Users. Your interactions with other users of the Site (if any) are solely between you and those users. We are not responsible for any loss or harm resulting from those interactions, and we reserve the right, but have no obligation, to get involved in disputes between users.

6.3 Release. To the fullest extent permitted by law, you release Company and its officers, employees, agents, successors, and assigns from all claims, demands, and damages of any kind arising out of or related to the Site, Services, other users, or Third-Party Services. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN

BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

7. Disclaimers

THE SITE AND SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. WE DO NOT WARRANT THAT THE SITE OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, FREE OF VIRUSES OR HARMFUL CODE, OR THAT ANY SCAN, REVIEW, OR TEST WILL DETECT ALL VULNERABILITIES, SECURITY FLAWS, OR COMPLIANCE ISSUES. WHERE APPLICABLE LAW REQUIRES WARRANTIES, THEY ARE LIMITED TO NINETY (90) DAYS FROM YOUR FIRST USE OF THE APPLICABLE SERVICE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES; IN SUCH JURISDICTIONS, THE ABOVE EXCLUSIONS APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW: (A) COMPANY AND ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOST DATA, COSTS OF SUBSTITUTE PRODUCTS OR SERVICES, BUSINESS INTERRUPTION, OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THESE TERMS, THE SITE, OR YOUR USE OF (OR INABILITY TO USE) THE SITE OR SERVICES, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) OUR TOTAL AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING UNDER OR RELATED TO THESE TERMS OR THE SERVICES IS CAPPED AT THE GREATER OF (i) FIFTY U.S. DOLLARS (\$50 USD) AND (ii) THE TOTAL AMOUNT PAID BY YOU TO COMPANY UNDER THESE TERMS FOR THE SPECIFIC SERVICE GIVING RISE TO THE CLAIM IN THE SIX (6) MONTHS PRIOR TO THE INCIDENT GIVING RISE TO THE CLAIM. THE EXISTENCE OF MULTIPLE CLAIMS DOES NOT INCREASE THIS CAP. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; IN SUCH JURISDICTIONS, OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

9. Term and Termination

These Terms remain in effect while you use the Site or Services. We may suspend or terminate your access (including suspending access to or deleting your account) at any time and for any reason, including if we believe you have violated these Terms or engaged in unauthorized

testing. We are not liable to you for any such termination. Upon termination, Sections 2.2 through 2.7, Section 3.2, Section 3.5, and Sections 5 through 12 will survive.

10. State-Specific Legal Notices

The provisions in this Section 10 apply only to users to the extent such users are subject to the laws of the applicable states identified below. If a provision in this Section conflicts with another provision of these Terms, the state-specific provision controls for users subject to that state's laws.

10.1 California. If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs, at 1625 N. Market Blvd. Suite N112, Sacramento, CA 95834, or by phone at (800) 952-5210. Under California Civil Code Section 1789.3, California users of the Site are entitled to the following specific consumer rights notice: The provider of the Site is StartupHakk LLC, 4274 S. Snowcap Ct, Gilbert, AZ 85297. To file a complaint regarding the Site, or to receive further information regarding use of the Site, send a letter to the above address or contact us at info@startuphakk.com. You may also contact the Complaint Assistance Unit at the address and phone number above. If you are a California resident, you may have additional rights under the California Consumer Privacy Act (as amended by the California Privacy Rights Act), including the right to know what personal information we collect, the right to delete your personal information, the right to correct inaccurate personal information, and the right to opt out of the sale or sharing of your personal information. For details on how to exercise these rights, please see our Privacy Policy.

10.2 Colorado. If you are a Colorado resident, you may have additional rights under the Colorado Privacy Act (CPA), including the right to opt out of the processing of your personal data for purposes of targeted advertising, the sale of personal data, and certain profiling. For details, please see our Privacy Policy.

10.3 Connecticut. If you are a Connecticut resident, you may have additional rights under the Connecticut Data Privacy Act (CTDPA), including rights of access, correction, deletion, and data portability, as well as the right to opt out of the sale of personal data, targeted advertising, and profiling. For details, please see our Privacy Policy.

10.4 Virginia. If you are a Virginia resident, you may have additional rights under the Virginia Consumer Data Protection Act (VCDPA), including the right to access, correct, delete, and obtain a copy of your personal data, and the right to opt out of the processing of your personal data for targeted advertising, sale, or profiling. For details, please see our Privacy Policy.

10.5 Nevada. If you are a Nevada resident, you have the right under Nevada Revised Statutes Chapter 603A to direct us not to sell certain information we have collected or will collect about you. To exercise this right, please contact us at info@startuphakk.com.

10.6 Other States. Additional state-specific provisions may apply depending on the Company's operations and user base. States with comprehensive consumer privacy laws as of 2026 include Texas, Oregon, Montana, Utah, Iowa, Indiana, Tennessee, and others. Review applicable state laws and our Privacy Policy for further details.

11. General

11.1 Changes to Terms. We may update these Terms from time to time. If we make material changes, we may notify you by email (at the address on file) or by a prominent notice on the Site. Your continued use of the Site after notice of changes means you accept the updated Terms. The “Last revised” date at the top of these Terms indicates when the most recent changes were made.

11.2 Governing Law. These Terms and any dispute arising out of or related to these Terms, the Site, or the Services will be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict-of-law principles. For any claim or dispute not subject to the arbitration provisions in Section 12, you and Company irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts located in Maricopa County, Arizona. Notwithstanding the foregoing: (a) either party may bring an action in any court of competent jurisdiction for injunctive or other equitable relief to protect its intellectual property rights (including patents, copyrights, trademarks, and trade secrets); and (b) either party may bring an individual action in small claims court for claims within that court’s jurisdictional limits.

11.3 Export. You agree not to export, re-export, or transfer any technical data or products acquired from the Site in violation of U.S. export control laws or applicable regulations in other countries.

11.4 Electronic Communications. By using the Site, you consent to receiving communications from us electronically (by email or notices posted on the Site). These electronic communications satisfy any legal requirement for written notice.

11.5 Accessibility. Company is committed to making the Site accessible to all users, including individuals with disabilities. We endeavor to conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, as published by the World Wide Web Consortium (W3C). If you experience any difficulty accessing or navigating the Site, or if you have suggestions for improving accessibility, please contact us at info@startuphakk.com. We will make reasonable efforts to address accessibility concerns promptly.

11.6 Entire Agreement. These Terms (together with the Privacy Policy and any other policies, service descriptions, or guidelines referenced herein) are the entire agreement between you and Company regarding your use of the Site and Services. If any provision of these Terms is found to be invalid or unenforceable, it will be modified to the minimum extent necessary to be valid, and the remaining provisions will continue in effect. Our failure to enforce any provision is not a waiver of that provision. The word “including” means “including without limitation.” You may not assign these Terms without our prior written consent; we may assign them freely. These Terms bind any permitted assignees.

11.7 Copyright / Trademark. Copyright © 2026 StartupHakk LLC. All rights reserved. All trademarks, logos, and service marks displayed on the Site (including “StartupHakk,” “StartupHakk Security,” and related marks) are owned by Company or third parties. You may not use any of them without prior written consent from the owner.

11.8 Contact Information. StartupHakk LLC, 4274 S. Snowcap Ct, Gilbert, AZ 85297. Email: info@startuphakk.com. Phone: (520) 201-8020.

12. Dispute Resolution – Binding Arbitration

Please read this section carefully. It affects your legal rights, including your right to sue in court and your right to a jury trial.

12.1 Applicability. Except as described below, you and Company agree to resolve all disputes arising out of or relating to the Site, the Services, or these Terms through binding individual arbitration — not in court. Exceptions include: (i) claims that qualify for small claims court, brought on an individual basis; and (ii) requests for equitable relief related to intellectual property (such as trademarks, trade secrets, or copyrights). This arbitration agreement applies to all claims, including those that arose before you agreed to these Terms.

12.2 Try to Resolve First. Before starting arbitration, the parties agree to try to resolve the dispute informally. The party raising the dispute must send written notice (an “Informal Notice”) to the other party. Within forty-five (45) days of receiving that Informal Notice, the parties will meet by phone or video in good faith to try to work things out. Company’s notice address for Informal Notices: StartupHakk LLC, Attn: Legal / Disputes, 4274 S. Snowcap Ct, Gilbert, AZ 85297, or email to info@startuphakk.com with the subject line “Dispute Notice.” If the informal dispute resolution process does not resolve the dispute within sixty (60) days, either party may start arbitration.

12.3 Arbitration Rules. Arbitrations will be administered by JAMS (www.jamsadr.com). Claims under \$250,000 (excluding fees and interest) will use JAMS’ Streamlined Arbitration Rules; larger claims will use JAMS’ Comprehensive Arbitration Rules. Unless the parties agree otherwise, arbitration will be conducted in Maricopa County, Arizona, or, at the arbitrator’s discretion or the parties’ agreement, by video conference. All arbitration materials and documents are confidential.

12.4 Content of Arbitration Request. The arbitration request must include: (i) your contact information and account username (if applicable); (ii) a description of the claims and supporting facts; (iii) the relief you are seeking and a good-faith damages estimate; (iv) confirmation that you completed the informal resolution process; and (v) proof of any required filing fee payment.

12.5 Authority of Arbitrator. The arbitrator has authority to resolve all arbitrable disputes, including questions about the scope and enforceability of this arbitration agreement — except that courts (not arbitrators) will decide: (i) challenges to the class action waiver below; (ii) disputes about arbitration fees; (iii) whether a condition precedent to arbitration has been satisfied; and (iv) which version of this agreement applies. The arbitrator may award the same relief as a court, but on an individual basis only. The arbitrator’s award is final and binding, and judgment may be entered in any court with jurisdiction.

12.6 Waiver of Jury Trial. BY AGREEING TO ARBITRATION, YOU AND COMPANY WAIVE THE RIGHT TO A TRIAL BY JUDGE OR JURY FOR ALL COVERED CLAIMS.

12.7 Waiver of Class Actions. ALL DISPUTES MUST BE BROUGHT ON AN INDIVIDUAL BASIS. NEITHER YOU NOR COMPANY MAY BRING CLAIMS AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, REPRESENTATIVE, OR COLLECTIVE PROCEEDING. The arbitrator may only award relief on an individual basis. If a court finds this class action waiver unenforceable as to a specific claim, that claim may be litigated in state or federal court in Maricopa County, Arizona; all other claims remain subject to arbitration.

12.8 Attorneys’ Fees. Each party bears its own attorneys’ fees unless the arbitrator finds a claim was frivolous or brought for an improper purpose, or as otherwise required by applicable law.

12.9 Batch Arbitration. If one hundred (100) or more substantially similar arbitration demands are filed against Company within a thirty (30)-day period by the same law firm or coordinated group, JAMS will batch them into groups of up to one hundred (100) and appoint one arbitrator per batch, with one set of fees per batch, to the extent permitted by the applicable JAMS rules.

12.10 Opt-Out. You may opt out of this arbitration agreement within thirty (30) days of first accepting these Terms by sending written notice to: StartupHakk LLC, Attn: Arbitration Opt-Out, 4274 S. Snowcap Ct, Gilbert, AZ 85297, or by email to info@startuphakk.com with the subject line “Arbitration Opt-Out.” Your notice must include your full legal name, the email address associated with your account (if any), and a clear statement that you wish to opt out of the arbitration agreement. Opting out does not affect any other part of these Terms.

12.11 Severability. If any part of this arbitration agreement is found invalid, it will be modified to the minimum extent necessary to make it enforceable; the rest of the agreement remains in effect.

By using the Site or Services, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use.

StartupHakk LLC
4274 S. Snowcap Ct
Gilbert, AZ 85297
United States

Email: info@startuphakk.com
Phone: (520) 201-8020

Effective Date: August 21, 2026