HACKTAPE TECHNOLOGIES PRIVATE LIMITED
CIN: Incorporated under the Companies Act, 2013 (India) • Regulatory & Corporate Repository

TERMS AND CONDITIONS OF SERVICE

HACKTAPE TECHNOLOGIES PRIVATE LIMITED • Effective Date: November 12, 2026

1. BINDING AGREEMENT AND ACCEPTANCE OF TERMS

These Terms and Conditions of Service (the **"Terms"**, **"Agreement"**) constitute a legally binding agreement entered into between you (whether individually or on behalf of an enterprise or entity, referred to as **"User"**, **"Operator"**, or **"you"**) and **HACKTAPE TECHNOLOGIES PRIVATE LIMITED** (referred to as **"Company"**, **"Hacktape"**, **"we"**, **"us"**, or **"our"**), governing your access to and utilization of the Hacktape platform, website (`https://hacktape.io`), subdomains, APIs, browser-native WebAssembly cyber range environments, capture-the-flag (CTF) challenges, and verifiable certification services (collectively, the **"Platform"** or **"Services"**).

BY ACCESSING, REGISTERING FOR, BROWSING, OR USING THE PLATFORM, OR BY CLICKING "SIGN UP", "I AGREE", OR REDEEMING A VOUCHER CODE, YOU EXPRESSLY AND UNCONDITIONALLY AGREE TO BE BOUND BY THESE TERMS IN THEIR ENTIRETY. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU ARE STRICTLY PROHIBITED FROM ACCESSING OR USING THE PLATFORM AND MUST IMMEDIATELY DISCONTINUE ALL ACCESS.

2. ELIGIBILITY AND ACCOUNT GOVERNANCE

2.1 Legal Capacity

You represent and warrant that:

1. You are at least eighteen (18) years of age, or have reached the age of majority in your jurisdiction of residence; or
2. If you are between the ages of thirteen (13) and eighteen (18), you possess affirmative, verifiable consent from a parent or legal guardian who agrees to be bound by these Terms;
3. You are not barred from receiving services under the laws of India, the United States, the European Union, or any applicable international jurisdiction; and
4. You are not located in, or a national of, any territory or jurisdiction subject to comprehensive trade sanctions or embargoes.

2.2 Account Creation and Security

- **Single Operator Account:** Each operator is permitted to maintain only one (1) active personal user account. Creation of multiple accounts ("multi-accounting" or "sock-puppeting") to manipulate leaderboards, bypass rate limits, farm experience points (XP), or reuse single-use promotional vouchers is strictly prohibited and constitutes grounds for immediate, permanent termination of all associated accounts.
- **Credential Integrity:** You are solely responsible for maintaining the confidentiality of your login credentials and OAuth access tokens. You must immediately notify Hacktape at `security@hacktape.io` of any unauthorized

access, breach, or compromise of your account. Hacktape shall not be liable for any losses or damages arising from your failure to safeguard your credentials.

- **Account Transferability Prohibited:** Accounts, earned badges, leaderboards ranks, XP, completed rooms, and cryptographic certificates are strictly personal to the registered operator and may not be sold, traded, gifted, leased, or assigned to any third party.

3. THE SERVICE & BROWSER-NATIVE $0-COMPUTE ARCHITECTURE

3.1 Architectural Overview

Hacktape provides a browser-native interactive cyber range and cybersecurity skill development platform. Our core training rooms utilize client-side WebAssembly (WASM) and x86 hardware virtualization (including the v86 emulation framework), enabling Linux operating system kernels and educational challenges to execute locally within the memory space of your web browser tab without spawning centralized cloud virtual machines.

3.2 Ephemeral Nature of Local Sandboxes

You acknowledge and understand that client-side WASM virtual machines are ephemeral by design. Refreshing your browser, clearing your cache, or navigating away from an active room terminates the local virtualized runtime and resets the virtual guest filesystem to its default baseline state. Hacktape does not persist, archive, or back up local virtual disk modifications.

4. ETHICAL COVENANT AND STRICT ACCEPTABLE USE POLICY

Hacktape exists solely for **authorized educational, defense readiness, technical skill acquisition, and ethical defensive security validation**. Because the tools, techniques, and methodologies taught on the Platform simulate authentic offensive security practices, you must abide by this strict Ethical Covenant.

4.1 Prohibited Offensive Conduct

You explicitly covenant, represent, and agree that **under no circumstances shall you**:

1. **Target External Infrastructure:** Deploy, direct, or execute any offensive exploits, vulnerability scans, port scans, denial of service attacks, payload injections, password brute-forcing, or intrusion tools learned on Hacktape against any external third-party system, server, network, API, application, or individual without explicit, prior, written, and lawful authorization from the legitimate system owner;
2. **Attack Hacktape Infrastructure:** Attempt to probe, exploit, reverse engineer, compromise, or disrupt the servers, databases, edge proxies, APIs, or infrastructure powering Hacktape itself (including but not limited to attempting database injection, remote code execution against our API servers, or denial of service attacks);
3. **WASM Runtime Escape:** Attempt to escape, break out of, or exploit vulnerabilities in the client-side WebAssembly sandbox or browser environment to compromise the host operating system or neighboring applications;
4. **Malicious Staging & Cryptomining:** Utilize Hacktape's sandboxed environments to compile, store, distribute, or stage malicious software (malware, ransomware, rootkits, trojans) intended for unauthorized distribution, or utilize computing resources for unauthorized cryptocurrency mining;
5. **Anti-Cheating Violations & Flag Sharing:**
   - Publicly disclose, leak, sell, or broadcast solution flags, cryptographic solutions, or automated solver scripts that bypass challenge objectives;
   - Script automated flag-farming bots to unfairly artificially inflate XP, streak metrics, or competitive leaderboard positions;

- Impersonate another user or permit another individual to complete exercises or earn certificates on your behalf.

4.2 Sole Personal Legal Liability

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU ASSUME SOLE, EXCLUSIVE, AND FULL CIVIL AND CRIMINAL LEGAL RESPONSIBILITY FOR ANY ACTIVITIES, ACTIONS, OR RECONNAISSANCE PERFORMED OUTSIDE THE CONFINES OF THE AUTHORIZED HACKTAPE PLATFORM. HACKTAPE DISCLAIMS ALL LIABILITY FOR ANY MISUSE, DAMAGE, OR STATUTORY VIOLATIONS COMMITTED BY OPERATORS UTILIZING KNOWLEDGE OR TOOLS OBTAINED FROM OUR PLATFORM.

5. SUBSCRIPTIONS, BILLING, VOUCHERS, AND ACCESS TIERS

5.1 Access Tiers and Pricing

Hacktape provides tiered access to its interactive cyber range:

- **Free Tier ($0):** Grants access to fundamental learning tracks, introductory WASM laboratory rooms, community leaderboards, and basic progression tracking.
- **Hacktape Pro (Monthly):** Priced at **$6.00 USD per month** (or local currency equivalent, exclusive of applicable taxes), granting full access to intermediate and advanced rooms, enterprise scenarios, attack simulations, priority verification queues, and verifiable Ed25519 completion certificates.
- **Hacktape Pro (Annual):** Priced at **$60.00 USD per year** (or local currency equivalent, exclusive of applicable taxes), providing twelve (12) consecutive months of Pro access at a discounted rate.

5.2 Promotional Access and Voucher Codes

- **Single-Use Binding:** Voucher codes (including official 51 Crew Launch Vouchers and 50 Customer Launch Vouchers) are strictly **single-use and single-account bound**. Once a voucher code is successfully redeemed by an authenticated user account, that specific code is instantly cryptographically retired and marked as consumed in the database.
- **Strictly Non-Transferable & No Resale:** Vouchers possess zero ($0.00) cash redemption value, are non-refundable, non-transferable, and may not be sold, auctioned, bartered, or distributed for monetary gain.
- **Exploit & Abuse Policy:** Any attempt to manipulate API endpoints, bypass voucher redemption logic, generate counterfeit voucher strings, or redeem vouchers across multiple accounts will result in immediate disqualification, permanent account banning, and forfeiture of all unlocked rooms and certifications.

5.3 Billing Processing and Automatic Renewal

- All payments are processed through secure, PCI-DSS Level 1 certified third-party payment gateways (Stripe, Inc. and Razorpay). Hacktape does not store your raw credit or debit card numbers.
- **Auto-Renewal:** Paid Pro subscriptions automatically renew at the conclusion of each billing cycle (monthly or annually) unless explicitly cancelled by you prior to the renewal date. You may cancel auto-renewal at any time via Account Settings with a single click.

5.4 Refund Policy

Our refund terms are comprehensively governed by our dedicated **Payment and Refund Policy** (`PAYMENT_AND_REFUND_POLICY.md`), which includes a 7-day initial satisfaction guarantee for first-time Pro subscribers.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Hacktape Proprietary Rights

All components of the Platform—including but not limited to the source code, object code, WebAssembly kernel distributions, interactive challenge architectures, proprietary curriculum, laboratory narratives, challenge flags, scoring algorithms, Ed25519 cryptographic certification schemes, user interface designs, vector graphics, typography, audio assets, trademarks, brand names, and the Hacktape logo—are the exclusive intellectual property of **HACKTAPE TECHNOLOGIES PRIVATE LIMITED** and are protected under Indian and international copyright, trademark, patent, and trade secret laws.

6.2 Limited User License

Subject to your strict compliance with these Terms, Hacktape grants you a personal, non-exclusive, non-transferable, revocable, and limited license to access and interact with the Platform solely for your individual, non-commercial educational and technical training purposes.

6.3 Prohibited Scraping and Commercial Exploitation

Except as expressly authorized in writing by Hacktape, you shall not:

1. Clone, scrape, spider, or systematically extract challenge questions, laboratory structures, or curricular text;
2. Decompile, disassemble, or reverse engineer any non-open-source component of Hacktape's proprietary backend services;
3. Reproduce, redistribute, mirror, syndicate, sublicense, or sell access to Hacktape's content or services;
4. Publish comprehensive walkthroughs or solution keys behind commercial paywalls or external competitive educational portals.

7. VERIFIABLE CERTIFICATES AND ANTI-CHEATING AUDITS

7.1 Cryptographic Ed25519 Issuance

Upon achieving 100% completion of eligible advanced learning tracks and passing automated practical validation exercises, Hacktape issues a digitally signed Certificate of Competency. Each certificate is cryptographically sealed using an RFC 8032 Ed25519 digital signature generated by Hacktape's private signing key and is independently verifiable via our public certificate ledger at `https://hacktape.io/verify`.

7.2 Anti-Cheating and Credential Revocation

Hacktape reserves the absolute right to audit flag submissions, anomaly scores, and completion times. If Hacktape determines, in its reasonable technical discretion, that an operator obtained flags or unlocked achievements through cheating, script-assisted exploitation of platform bugs, flag trading, or identity fraud:

1. Hacktape may immediately revoke any issued cryptographic certificates and mark their public status as "REVOKED - CHEATING DETECTED";
2. Hacktape may strip all accumulated XP, wipe streak counters, and expunge the operator from global leaderboards; and
3. Hacktape may terminate the offending account without notice or refund.

8. DISCLAIMER OF WARRANTIES

THE PLATFORM, CYBER RANGE LABS, WASM ENVIRONMENTS, CURRICULUM, AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED,

STATUTORY, OR OTHERWISE.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, HACKTAPE DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO:

1. **IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT;**
2. **WARRANTIES THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ACCURATE, OR ERROR-FREE;**
3. **WARRANTIES REGARDING THE COMPATIBILITY OF CLIENT-SIDE WEBASSEMBLY WITH EVERY BROWSER, HARDWARE SPECIFICATION, OR DEVICE CONFIGURATION; AND**
4. **WARRANTIES THAT THE TECHNIQUES DEMONSTRATED ON THE PLATFORM WILL REMAIN CURRENT, EXPLOITABLE, OR EFFECTIVE IN EVOLVING REAL-WORLD DEFENSIVE LANDSCAPES.**

9. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HACKTAPE TECHNOLOGIES PRIVATE LIMITED, ITS CO-FOUNDERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION:

- **DAMAGES FOR LOSS OF PROFITS, GOODWILL, DATA, WORK STOPPAGE, SYSTEM FAILURE, COMPUTER CRASH, OR OPERATIONAL DOWNTIME;**
- **LEGAL FEES, FINES, OR PENALTIES ARISING FROM YOUR DEPLOYMENT OF OFFENSIVE SECURITY TOOLS AGAINST UNAUTHORIZED EXTERNAL TARGETS;**
- **UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA.**

IN NO EVENT SHALL HACKTAPE'S AGGREGATE CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS OR THE PLATFORM, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHER LEGAL THEORY, EXCEED THE GREATER OF: (A) THE TOTAL AMOUNT ACTUALLY PAID BY YOU TO HACKTAPE FOR PRO SUBSCRIPTION ACCESS IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY; OR (B) ONE THOUSAND INDIAN RUPEES (INR ₹1,000.00).

10. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless **HACKTAPE TECHNOLOGIES PRIVATE LIMITED**, its co-founders, directors, officers, employees, agents, and licensors from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees and court costs) arising out of or resulting from:

1. Your access to or use of the Platform;
2. Your violation of these Terms or the Ethical Covenant set forth herein;
3. Your deployment or use of any cybersecurity tools, scripts, or techniques learned on Hacktape against unauthorized third-party infrastructure;
4. Your infringement or violation of any intellectual property, privacy, or statutory rights of any third party; or
5. Any fraudulent or willful misconduct committed through your account.

11. SUSPENSION AND TERMINATION

- **Termination by User:** You may terminate your account at any time by ceasing all use of the Platform and initiating account deletion within your Account Settings or emailing `privacy@hacktape.io`.
- **Termination by Hacktape:** Hacktape reserves the right, in its sole discretion and without prior notice or liability, to suspend, disable, or permanently terminate your account or access to the Platform if:
  1. You breach any provision of these Terms or the Ethical Covenant;
  2. We are required to do so by applicable law, regulatory authority, or judicial order;
  3. We detect anomalous, fraudulent, or abusive activity threatening platform stability; or
  4. Hacktape discontinues or materially modifies the Services.
- **Effect of Termination:** Upon termination, your right to access the Platform immediately ceases, and unused portions of pre-paid subscriptions shall be non-refundable, except as expressly provided in our Refund Policy.

12. GOVERNING LAW, DISPUTE RESOLUTION, AND JURISDICTION

12.1 Governing Law

These Terms and any dispute, controversy, or claim arising out of or in connection with them (including non-contractual disputes) shall be governed by, construed, and enforced in accordance with the substantive **laws of India**, without regard to its conflict of law principles.

12.2 Amicable Dispute Resolution

In the event of any dispute or disagreement arising out of or relating to these Terms, the parties shall first attempt in good faith to resolve the dispute amicably through informal discussions by notifying `legal@hacktape.io` within thirty (30) days of the dispute arising.

12.3 Binding Arbitration

If the dispute cannot be resolved through amicable negotiations within thirty (30) calendar days, it shall be finally referred to and resolved by binding arbitration in accordance with the **Arbitration and Conciliation Act, 1996** (India), as amended:

- **Arbitrator:** The arbitration shall be conducted by a single sole arbitrator mutually appointed by the parties. If the parties fail to agree upon a sole arbitrator within twenty-one (21) days, the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996.
- **Seat and Venue:** The seat and legal place of arbitration shall be **New Delhi, India**.
- **Language:** The language of the arbitration proceedings shall be English.
- **Enforceability:** The arbitral award shall be final, binding, and conclusive upon the parties, and enforceable in any court of competent jurisdiction.

12.4 Exclusive Court Jurisdiction

Subject to Section 12.3 (Arbitration), the courts of competent jurisdiction located in **New Delhi, India** shall have exclusive jurisdiction over any legal proceedings arising out of or related to these Terms.

13. MISCELLANEOUS PROVISIONS

- **Severability:** If any provision of these Terms is held to be invalid, unlawful, or unenforceable, that provision shall be enforced to the maximum extent permissible, and the remaining provisions shall remain in full force and effect.

- **Entire Agreement:** These Terms, together with our Privacy Policy and Payment and Refund Policy, constitute the entire agreement between you and Hacktape regarding your use of the Platform, superseding all prior oral or written agreements.
- **Waiver:** No failure or delay by Hacktape in exercising any right, power, or remedy under these Terms shall operate as a waiver thereof.
- **Force Majeure:** Hacktape shall not be held liable for any delay or failure to perform resulting from causes beyond its reasonable control, including acts of God, war, terrorism, government regulations, strikes, cloud provider failures, or catastrophic telecommunication outages.
- **Assignment:** You may not assign or transfer your rights or obligations under these Terms without our prior written consent. Hacktape may freely assign its rights and obligations without restriction.

14. CONTACT AND LEGAL NOTICES

For legal notices, policy inquiries, or compliance questions regarding these Terms, please contact our legal counsel:

Legal Department
Hacktape Technologies Private Limited
Email: `legal@hacktape.io`
Technical Support: `support@hacktape.io`
Postal Address: [Registered Office Address, New Delhi, India]