

Safe Harbor T&C

Special Terms and Conditions for Projects Participating in the SecurityAlliance.org Safe Harbor Program

The following Terms and Conditions apply only to Customers electing to participate in the Safe Harbor program sponsored by the SecurityAlliance.org. ImmuneFi's administration of the Safe Harbor Program is governed by the Security Alliance Safe Harbor Agreement located at <https://github.com/security-alliance/safe-harbor/blob/main/documents/agreement.pdf> which is incorporated herein by reference and this Exhibit D. In the event of any conflict between the Security Alliance Safe Harbor Agreement and this Exhibit, this Exhibit shall take precedence.

Customer agrees and acknowledges:

1. There is inherent legal and technical risk in any Safe Harbor intervention. Customer's participation in the Safe Harbor Program is completely voluntary and has been approved by appropriate corporate authorities or adoption of a governance proposal.
2. ImmuneFi has not offered any inducement, discount or any other incentive to Customer to encourage its participation in the Safe Harbor program.
3. Customer understands that actions necessary for the initiation of a Safe Harbor rescue attempt may violate the civil and/or criminal laws of some jurisdictions.
4. Customer promises that it will not take any action to encourage or cooperate with law enforcement against a Security Researcher that acts within the requirements of the Safe Harbor Agreement and the ImmuneFi Terms and Conditions for Security Researchers.
5. Customer understands that ImmuneFi offers no warranty of any kind related to its provision of Safe Harbor administration services or the quality or qualifications of Security Researchers.
6. ImmuneFi will not be liable to Customer in any way for any damages related to the Safe Harbor program, including but not limited to the failure of a Security Researcher to return funds and any damages to Customer's computer systems or networks caused by a Security Researcher.
7. Customer acknowledges that ImmuneFi does conduct any background check, screening, or training for Security Researchers that participate on the ImmuneFi Platform.
8. Customer agrees that Security Researchers participating in a Safe Harbor rescue must return all recovered funds to the designated ImmuneFi Vault within six (6) hours of their recovery. Security Researchers shall not be entitled to retain funds for any reason including the payment of fees or reimbursement of expenses. All payments to Security Researchers will take place after recovered funds have been properly deposited in the designated Vault.
9. Customer may add or remove assets covered by the Safe Harbor program at its sole discretion. Notwithstanding the foregoing, Customer shall remain liable for the payment of any bounties related to an asset removed from the Safe Harbor program for any funds within six (6) hours of the asset being removed from the program.

Agreed and Accepted on behalf of **(INSERT CUSTOMER)** on this **INSERT DATE** by:

(INSERT NAME)

(INSERT TITLE)