HONEYPOT TERMS OF USE
(Honeypot as a Service)

1 HONEYPOT AS A SERVICE

1.1 Honeypot as a Service allowing monitoring of further specified cyberattacks (hereinafter referred to as the "**Service**") is a part of the "Honeypot as a Service" (TF02000057) research project (hereinafter referred to as the "**Project**") of CZ.NIC, z. s. p. o., ID number 67985726, with the registered office Milešovská 1136/5, Praha 3, an association (hereinafter referred to as "**CZ.NIC"**). The purpose of the Project is to analyze certain cyberattacks. Implementation of the Project has been supported by the Technology Agency of the Czech Republic within the second call of the Delta program.

1.2 Clients who wish to use the Service may register on the Project portal and download the software tool (program) necessary for use of the Service (hereinafter referred to as the "**Application**"). The Application installed and launched on the User´s devices (hereinafter referred to as the "Device") listens on TCP port 22 (SS) or port 2222 and reroutes all incoming communication to CZ.NIC servers where Honeypot is operated and which subsequently communicate with the source of communication via the Application and record the communication in order to detect attackers and subsequently analyze their behavior for the purposes of security analyses performed by CZ.NIC. Security analyses may be performed using third-party tools.

1.3 Upon registration or installation of the Application, the relevant person becomes the user of the Service (hereinafter referred to as the "**User**") and agrees to these conditions.

1.4 The Service is provided free of charge. Within the Service, the User obtains information about attempted attacks on the Device and in exchange, CZ.NIC obtains data from the Service necessary for security analyses.

1.5 It is not the purpose of the Project or the Service to protect the Device with installed Application. Detailed information about the Service and the Project is available on the Project website https://haas.nic.cz.

2 SERVICE

2.1 The User may use the Service by voluntarily and actively registering on the Project portal upon download and installation of the Application on the Device.

2.2 The User agrees with rerouting of communication as per Article 1.2 of these Terms of Use to servers of CZ.NIC and use of the information obtained from such communication for security analyses.

2.3 The User may cancel the Service at any time and without giving a reason by uninstalling the Application from the Device or deleting his/her user account.

2.4 CZ.NIC may cancel the Service at any time without giving a reason or terminate or limit the Service or the Project without prior notice.

2.5 CZ.NIC is not liable for potential damages incurred by the User from suspicious data flows, harmful network operation or external attack. The purpose of the Service and the Project is in particular monitoring, analysis and collection of information on security incidents, research of network security and initiation of and suggestions for improvement in this area. In no case shall CZ.NIC provide protection against network attacks, harmful data flows and other security incidents which may possibly occur on the Internet.

3 COLLECTION AND HANDLING OF DATA

3.1 CZ.NIC is authorized the reroute all communication addressed to Device ports listed in Article 1.2 of these Terms of Use to its own servers, monitor this communication and collect the data contained in the communication for security analyses and statistics. The following shall be subject to monitoring and data collection:

3.1.1 source IP address and communication targets,

3.1.2 commands contained in the communication with the attacker, including possible used usernames and passwords,

3.1.3 statistical data on connection including packet size, used protocols, quantity of data transmitted within one connection.

3.2 The User acknowledges that if he/she or any third party attempts to connect to the Device using any of the ports listed in Article 1.2 of these Terms of Use, such communication shall be rerouted and monitored in accordance with Article 1.3 of these Terms of Use, including usernames and passwords used within such communication.

3.3 The User acknowledges that if the Device is to be legitimately accessible through any of the services listed in Article 1.2 of these Terms of Use (SSH), he/she may not use the ports listed in Article 1.2.

3.4 CZ.NIC undertakes to store the data obtained hereunder on a data storage medium operating separately from the Services, accessible solely to a limited number of CZ.NIC employees tasked with duties associated with these Terms of Use.

3.5 CZ.NIC is entitled to store and process obtained data solely for the period necessary for analysis and processing, usually not exceeding 6 months (unless the User removes all data or a part thereof as per

Article 3.7 or cancels the Service as per Article 2.3) from collection. After this period, removal of data or cancellation of Service, CZ.NIC may store or process only aggregate data not allowing clear identification of the source and target of communication. CZ.NIC may use the obtained data for the entire period of storage hereunder in all manners of use corresponding to the purpose hereof. CZ.NIC is the holder of rights of a database maker pertaining to the aggregate data in accordance with legal regulations.

3.6 CZ.NIC may provide or disclose data to third parties in particular to inform of potential security threats, however, always in a manner preventing from clear identification of the User.

3.7 Data obtained in accordance with these Terms of Use shall be connected with the User´s user account and subsequently available to the user via the Account. The user may publish or remove data or the selected part – source IP address, commands contained in communication with the attacker, including any used user names and passwords – obtained in accordance with these Terms of Use at any time through his/her user account. However, CZ.NIC recommends removing only data generated from the communication as per Article 3.2 of these Terms of Use in order to fulfill the planned purposes of the Service and the Project.

4 OBLIGATIONS OF THE USER

4.1 The User may install and use the Application within the Service solely on his/her own Devices or devices whose owner or authorized user granted consent to installation or operation of the Application.

4.2 Where the User allows other persons to operate the Devices, he/she shall inform such persons about functions of the Application in accordance with these Terms of Use and also about the scope and manner of disposal of data obtained in accordance with these Terms of Use.

4.3 The User acknowledges that any modifications or alterations of the Application may pose a security risk to the Device.

4.4 The User acknowledges and agrees that data shall be transmitted to and from the Device within the provision of the Service. All costs associated with use of the Service including costs necessary to secure the above data transmissions are borne by the User who shall not acquire any claim for compensation (even partial) of such costs from CZ.NIC.

4.5 The User may not interfere with the communication between the Application and CZ.NIC servers nor communicate with CZ.NIC servers designated for collection of data, save for automatic communication between the Application and these servers.

5 PRIVACY NOTICE

5.1 The User declares he/she has thoroughly read the Terms of Use and purposes of the Service and the Project and is aware of the processing of his/her personal and other data listed in the user account or obtained by CZ.NIC in accordance with these Terms of Use in the scope necessary for provision of the Service and fulfillment of the subject and purpose of the Project. The User also declares that provided data are accurate and commits to notify CZ.NIC without undue delay in case of any changes in the data.

5.2 The User acknowledges that he/she shall receive information about the Service and the Project and other activities of CZ.NIC connected with the Service or the Project on his/her email. Information shall be sent once a week and the User may cancel subscription at any time in accordance with legal regulations.

5.3 Detailed information about processing of User´s personal data is provided in the Privacy Notice on www.nic.cz.

6 FINAL PROVISIONS

6.1 Communication between the User and CZ.NIC is exchanged in electronic form via the User´s email address provided in his/her user account. Address for communication with CZ.NIC: haas@nic.cz.

6.2 CZ.NIC may amend these Terms of Use at any time. CZ.NIC shall publish the amendment at least 1 month before it takes effect, on the Project´s website on https://haas.nic.cz and by notification sent to the User´s email address. The User may refuse the amendment by discontinuation of use of the Service. If the User continues to use the Service after the amendment takes effect, CZ.NIC shall deem such continuation as consent to the amendment.

6.3 Any supplements, reservations, limitations or deviations from the Terms of Use are hereby refused.

6.4 The relation between CZ.NIC and the User is governed by the laws of the Czech Republic.