Apocalypse NT

Terms/Conditions for Use, License Agreement & Company Policies

Rev #111412

j&j developments, Inc.

https://jjdevelopments.org | https://apocalypsent.com

**About this Document**

Thanks for your interest in Apocalypse NT, a network load & stress testing application (“Apocalypse”, “Apocalypse NT” or the “Service”). Apocalypse NT is offered by j&j developments (“j&j”), based in Corona, California, dedicated to software and systems administration. Apocalypse NT is an application which allows you to test various real world loads against a network configuration owned by the licensee of the application (“you”) or a third party who has requested licensee to perform tests. You may use j&j’s proprietary APanel software to initiate stress tests, as long as they comply with the terms within sections of this document that apply to licensee. Using APanel allows licensee to issue commands to Apocalypse’s test network (the “System”) and initiate stress tests using proprietary load testing software, using resources allocated to licensee as selected when purchased or otherwise legally obtained. To use Apocalypse, j&j requires that you review and agree to these terms and conditions that make up these Terms of Service (“ToS” or “Terms”).

In Apocalypse, the definition of a *stress test* is any test in which an abnormally great amount of network traffic is placed on a system or network with a publicly accessible IP (Internet Protocol) address usually with the intention of either causing an error condition or testing the point at which an error condition arises, and usually for the intention of testing how said system handles this error condition. The definition of a *load test* then, is any test in which a defined amount of network load is placed on a system or network with a publicly accessible IP address usually with the intention of testing the response of the system operating at normal load or at anticipated peak loads to identify potential bottlenecks or the weak component, but not to cause an error condition.

This document covers all the terms applicable to most users of the Apocalypse NT application. Please read the parts that apply to you and be sure you fully agree to these terms. Some parts may not apply to you – please skip these sections.

In specific, this ToS describes the terms under which j&j allows you to (i) use the Software; (ii) subscribe to, and access APanel, (iii) submit commands to use the Apocalypse system to initiate stress tests. j&j may modify these Terms from time to time, and post them on <http://content.apocalypsent.com/repository/terms.pdf>, a link that is available in the footer of most pages on Apocalypse, in the Document menu of the Member Panel and displayed as a modal dialog upon login whenever the terms have changed. By accepting these Terms, the most current version of the Terms will apply each time your account accesses Apocalypse in any way.

**You’ll be asked to sign your name attesting under penalty of perjury that you are of legal age to create a legal contract and to your acceptance of the terms below that apply to you – this signature is legally binding and forms a legal contract consisting of these terms between you and j&j developments. If you do not wish to accept these terms, do not subscribe to the Service, and do not use it. If you purchased the Service from a third party, attempt to obtain a refund. If you purchased the Service directly from j&j developments, we cannot issue any refunds – you have already agreed to the Terms already to be allowed to purchase it.**

**Terms and Conditions of Usage**

**Section I. General License** (These terms apply to all licensees of Apocalypse. It also includes our Refund policy, including that that applies to victims of fraudulent orders.)

1. **License** When you complete a complete purchase for an Apocalypse NT license in any form, j&j developments grants you only the limited right to use the Apocalypse Service and its affiliated features only according to the terms of your license. This license is only transferrable with consent from j&j developments, holds no monetary redemption value, and does not give you any rights outside of those explicitly stated in this agreement. j&j developments reserves ownership of Apocalypse NT and any intellectual property within.
   1. **Granted license** The license granted is a license to enable one (1) Apocalypse account to initiate stress tests and use other features of Apocalypse. Stress tests may only be run with the resources allocated to that license, agreed between j&j and the licensee at the point of purchase and account activation, and within the Terms of Service. All extra features are active only when the Account is an active Apocalypse account and are non-transferable.
   2. **Usage** Apocalypse’s member panel (“APanel”) may be used at any device which may access it, and only in conjunction with an active Apocalypse account and only by the holder of this account. Any Apocalypse downloadable clients may be installed on an unlimited amount of devices, provided that the account holder owns those devices, that (s)he takes reasonable efforts to prevent others from using his or her account or having access to the client. You may not make any modifications to the member panel code or the client. **With a standard Apocalypse license, the license may only be used by licensee for personal usage, or for a legal company that licensee is hired full-time by (not a contractor, consultant or the like). For the latter, licensee must not share access of the license to anyone else, rather the company must request licensee to use the license.**
   3. **Storage** You may not make any copies of any part of the APanel frontend in any form except as possibly stored in the browser cache, and such cached files must not be manually accessed or modified. You may only store the client in machine readable form, in its original format as it was provided – the original digital signature on the client *must* be intact at all times. You may have an unlimited installed copies of the client provided that the terms of I.1.b are met. You may make a single copy of the installation file solely for backup purposes, and you may not distribute, transfer or sell this file or any installed client OR any portion of the panel to any individual.
   4. **Reverse Engineering** You may not make any attempts to reverse engineer or modify any portion of the Apocalypse client *or* modify any code of APanel, or in any other way attempt to either modify the behavior of the code or discover its functions.
   5. **Compliance** You agree that j&j may audit your compliance with the Terms, with or without notice to you. Such auditing is done without needing input from licensee, and any failed audits may result in license suspension (with possibility of appeal). You agree that if your license is permanently suspended, that you will remove all traces of any data including but not limited to binary files or cached files from Apocalypse and immediately terminate any usage.
2. **Legality of Stress & Load Testing** Apocalypse is designed to help systems administrators test loads and stress on systems and networks that they have legal permission to run said tests on. *To initiate any stress or load test from Apocalypse,* ***please ensure that you are given legal permission to run this test or are otherwise legally permitted to run it.*** *It is highly recommended that you obtain a signed agreement from the party(ies) requesting the test, and ensure that this entity is legally able to give such permission.* ***The owner of the system is not necessarily legally permitted to give this permission – you must also request permission any network providers. (For example, it is illegal and a violation of these Terms to stress test most residential or small business networks without further consent of the ISP, even if you are the owner of the hardware, since such stress tests may also place undue stress on the bandwidth provider’s network.)***
   1. **Assumption of Liability** By your acceptance and signing of the Terms, you sign a legal contract with j&j in which you assume any legal liability for any stress tests performed on your account. Apocalypse runs each test only by your instruction, and assumes that you have permission to perform the stress or load test on this server. *In the case of any complaints or other disputes involving unauthorized attacks, the burden of proof is on licensee.*
   2. **Additional Functionality** Apocalypse offers functionality such as quick tests, automatic tests, and scheduled tests. These tests fall under the same agreement as any other tests and are *only* provided as a convenience.
   3. **Trial Tests** At times, a j&j representative may issue individuals a command and a corresponding link allowing these individuals to gauge the accuracy of the test strengths on Apocalypse. These single use commands usually send a single 2.5 Gigabits per second test directly to the server they are executed on, for a duration of thirty (30) seconds. Under this agreement, they are treated the same as a normal attack made by a customer, and they *must* only be run in compliance with the Terms of Service, and their only purpose is for gauging the test size. By executing the command or visiting the link, you certify your acceptance of these terms.
3. **Legality of Resolving functionality** Apocalypse offers an experimental function which allows users to obtain login IPs of any user on the Skype® system operated by Microsoft Corporation, with only the person’s username. Please note that this functionality is only used to demonstrate a potential security hole in your organization’s network, and to only be used with the permission of either the individual whose IP is being obtained or another individual authorized to give such permission. Any usage of it to harass, threaten, or in other ways harm any individual or to initiate unauthorized stress tests is illegal and a violation of these Terms of Service, and may result in account suspension.
4. **Requirements** To use Apocalypse, you require (a) a valid, legal subscription and/or credit for the service, (b) to have tied this to an Account, and to keep this Account active during the time of use by ensuring that renewals are paid on a timely basis and/or that credit is refilled, (iii) obtain and maintain the System Requirements for use of the Service (an Internet connection, a device to connect to the Internet which is capable of running a modern Internet Browser [we recommend the latest versions of Mozilla Firefox, Waterfox, Opera, Microsoft Internet Explorer, Apple’s Safari, or Google Chrome] and with Javascript enabled) and (iv) to maintain compliance with the Terms. Apocalypse does not include the System Requirements – you are responsible for meeting these needs yourself.
5. **Account** You may only hold one (1) Account to use the Service at any time. If you wish to establish a new account, you must contact j&j and request approval. If this account is limited or in other ways has its functionality locked, you may not open a new account.
   1. **Creating a New Account** You may create an account during the checkout procedure. To use this account for any reasons at all, you must ensure that it remains active by at least one active subscription and/or at least $0.25 (25 US cents) worth of credit on the account. You may reactivate an inactive account by subscribing to the Apocalypse service or purchasing credit from the Apocalypse Member panel.
   2. **Account Holders** Only an individual, natural human who is an adult in his or her jurisdiction, or a minor with the approval of his or her legal human adult guardian, may create an Account (in which case the adult remains the registered owner of the account). The account holder remains full responsibility over all actions taken on his or her account, regardless of which user takes these actions.
   3. **Sharing of Access Details** Accounts may not be shared with any individual besides as allowed in part 2b, nor allow anyone besides yourself to use the Service using your account (unless otherwise permitted in part 2b). Joint ownership of an account is prohibited, even in cases where multiple individuals may together pay a single order.
   4. **Access Details** You will be asked to create a username, password, select an email address, and set other account credentials (“User Authentication Data” or “UAD”) which will uniquely identify you to the System and allow access to your allocated Service resources. It is your responsibility to maintain the confidentiality of your UAD.
   5. **Stolen Accounts** It is the responsibility of licensee to take proper steps to ensure that his or her account is not stolen, including but not limited to adding proper recovery information, running up to date antivirus software, ensuring a secure connection before entering authentication information (to prevent phishing attacks), and choosing secure and confidential credentials. While j&j in its own discretion may help to recover a stolen account, do not take this as a guarantee.
   6. **Suspensions & Warnings** With any breach or suspected breach of the Terms or any questionably illegal or immoral use of the software, j&j may at its own discretion choose to issue a suspension or warning. When we do, we may or may not issue a notice, and may or may not issue a reason (however usually will). A suspension results in the limited usage of your account, including locked attack, packet sending and resolving functionality. A warning does not lock account functionality, but with two (2) warnings the third will become a suspension. For either of these two, you may appeal to have your account unsuspended or the warning removed. For an approved appeal, you will be reimbursed for lost time if the terms of the appeal include this term. **Please note that you only have one (1) appeal attempt for your suspension. A suspension *must* be appealed – they do not expire themselves. Also please note that *no refunds or reimbursements are issued for a permanently suspended account nor will you be able to ever (directly) use the Apocalypse system afterwards including making new purchases*.**
6. **Resource Usage** Apocalypse operates under a fair use license. We do not tolerate any user excessively using system resources in a manner in which it may cause performance issues for other users, nor using any type of bot to automatically bypass the Human Verification (“HV”) test and initiate stress tests or excessively using the Skype® login IP feature. Users found guilty of this offense may have their account suspended for further investigation.
7. **Exploitation** We do not tolerate any attempts to exploit the Apocalypse system including but not limited to actions so as to allocate system resources that have not been properly added, to attempt to cause disruption to other users in any way, or to initiate tests beyond what licensee’s license grants. Any exploits accidentally discovered must be reported via our Contact form immediately (possibly for a reward). Any user found to benefit from the usage of an exploit will have their account suspended. *Do not perform ‘penetration tests’ on Apocalypse.*
8. **Fair Use** Apocalypse is a platform shared with many users. We will not tolerate any user, even if not within guidelines set by I.7 and I.8, to cause any system disruptions to any other users. Any such actions, intentional or not, will result in a suspended account. *Do not perform stress or load tests of any type on Apocalypse.*
9. **Billing** We do not welcome any sort of fraud with any payment method on our system. Any fraudulent purchases, fraudulent chargebacks or fraudulent disputes will result in an account suspension with little chance of appeal approval.
   1. **Fraudulent Payments** This section refers directly to ‘carding’, or the practice of using another individual’s or business’s payment details to make purchases without that entity’s consent. Regardless of payment type (even if made by an irreversible currency), we will not tolerate the usage of stolen funds to purchase any of our products. These accounts will be permanently suspended, the user reported to proper authorities and IP banned from all j&j sites. **You certify under penalty of perjury with your signature that you are authorized to charge Apocalypse payments in the amount of your order to the billing account.**
   2. **Trade-Up Accounts** This section refers to the ‘Trade Up’ discount offered. We do not tolerate the unauthorized usage of accounts to gain the discount – you *must* own the account you trade up.
      1. **Sellers** We realize that it is possible for sellers to create fake accounts on their products for the purpose of gaining a free discount. Please note that these accounts will be permanently suspended immediately upon notice.
      2. **Recovering Trade-Up Accounts** Any attempt to recover a traded up account will result in a permanently suspended Apocalypse account. Please note that when you trade your license, you transfer your right to it to j&j developments and forfeit your rights to it.
   3. **Refunds** j&j developments generally does not issue *any* refunds for Apocalypse, taking into consideration that this is a service which is not free to maintain. By agreeing to these terms, you waive your right to a refund – this now becomes a privilege which is granted by j&j developments at its discretion.
      1. **General** Within the first three (3) days of creating an account and purchasing Apocalypse, refunds are generally issued on a *case by case basis*, taking into consideration the reason, validity of reason, and usage of product – we do not guarantee a refund. Refunds are processed on the same payment processors we received your payment on and are generally full refunds less transaction fees. We will also return trade-up accounts if these were used, and reactivate any coupons if used. This refund must be requested within 3 days of the purchase, and through our ticket system. After these 3 days, we do not issue any refunds.
      2. **Automatic Renewals** If you are using our Automatic Renewal option, we will again process refunds on a case by case basis in the first three (3) days after the payment was made, taking into account usage and reason. We do not guarantee a refund.
      3. **Fraudulent Orders** If your payment method was fraudulently charged, you must submit an email within one (1) week of the payment stating that the payment was fraudulent. *Do* ***not*** *file a dispute or chargeback – by doing so you waive your rights as stated in this clause.* We issue refunds to any fully validated case of fraudulent orders. These refunds involve a full refund, including transaction fees, if approved – taking into account any proof included in correspondence with us. In certain cases where we are not able to issue a refund, we may ask that you pursue legal action with the individual directly.
   4. **Recurring Billing** By selecting the box to enable recurring billing for the selected funding source, you authorize j&j to deduct funds from this source to cover renewals of subscriptions (if chosen), refills on credits (if chosen), stress tests (if chosen), and new subscriptions (if chosen). You agree that you have the authority to authorize j&j to make these automated withdrawals.
   5. **Negative Balances** In the rare case your account has a negative balance, you authorize j&j to attempt to withdraw this to return your account to a 0 balance from any attached funding source. You are not permitted to use any j&j services until this balance is paid.

**Section II. Services & API License** (This license applies to all users who have purchased the Services or API license on any of their Apocalypse licenses they hold. It is designed to not only grant additional rights but also to add additional responsibilities associated with those rights. Section I still applies – this is merely an amendment, however this license holds higher priority and can override terms in the old license.)

1. **Services** The Services license, if you own it, grants you the right to use our Seal to promote that you own a valid Apocalypse license with the Services license enabled. It allows licensee to use licenses that have the Services license enabled to offer a service as a consultant or contractor to stress test a client’s network or service, even if licensee is not directly affiliated with the client.
   1. **Validation** It is in the licensee’s best interest to gather a signed agreement to transfer liability for stress tests from licensee to the client. The proof of burden in case of a dispute is still licensee’s, so it is necessary, for licensee to protect him or herself legally, to gather this signature. We authorize the use of sections I.2 and I.3 for this agreement, as long as they keep the copyright notice as applies in the footer of this document.
2. **API** The API license, if you own it, grants you all privileges of the Services license, but also allows licensee to access his or her account resources via an Application Programming Interface (“API”), allowing him or her to automate the process. It grants a Seal for each API product signifying not only its API status but also general license information. It allows the licensee to sell a software product allowing stress tests to be initiated, white label if so desired.
   1. **Validation** The same policy applies as from II.1.a.
   2. **Grant of License for Released Code & Examples** Apocalypse makes available a PHP (<http://php.net>) library for its API, as well as several ready examples. As long as licensee hold at least one API license, licensee is authorized to include the library in your code (but not distribute it), and to modify and/or use the examples (directly as is, if desired, however not distributed) for licensee’s own products as long as those products are closed source or hosted (or in other ways do not permit the user to access j&j code).
      1. **Distribution License** If you wish to distribute the PHP library, you must contact j&j to arrange a custom agreement.
   3. **Reselling of API access** It is allowed for licensee to market distribute access to his or her own programming interface which directly or indirectly utilizes the Apocalypse API, as long as no code of Apocalypse API’s library is released and the API key remains confidential. It is not permitted to allow access to the API for free. (It is allowed to create a product which uses the API and allow access to this product for free, as long as proper steps are taken to prevent this product from being used in an automatic manner, or to allow a client to submit commands to it through code.

**Section III. Dedicated Servers** (This applies to purchases of dedicated test attack servers. All terms as applicable from Sections I and II apply.)

1. **License Granted** The license granted with purchases of dedicated servers is to use a dedicated attack server in conjunction with a regular or Service/API Apocalypse license. Alone, a dedicated server does not allow you to initiate attacks.
2. **Access Granted** The license granted does not give licensee direct access to the dedicated server but to merely be guaranteed the dedicated resources of that server when running a stress test.

**Section IV. Privacy Policy** (This is general j&j developments policy. It is not limited to Apocalypse and as such covers other services as well.)

* Many of j&j's services require the entering of sensitive information for proper usage of the service. We attach any information entered to a 'j&j Passport/ID' that you create on your first usage of any j&j service.
* This section of our terms will describe how information entered into any of j&j developments' websites or services will be used. In detail, it'll list the information collected, reasons for collecting it, how it will be used, how you may access or update this information, and how we secure it and our policy on access to this information.
* We try our best to respect your privacy to as much an extent as possible. Before using any j&j product or service, please take the time to familiarize yourself with our policies on data handling, and please contact us at info@jjdevelopments.org if you require any assistance.
* **WHAT WE COLLECT**
  + We collect only information that is necessary, in specific information that is entered by you, and information generated during your usage of the service.
  + **Information you enter.** Our services generally require that you hold a j&j Passport/ID. During this registration, we'll ask for information such as your email address. When you decide to purchase our services, we may ask for your credit or debit card or your Liberty Reserve API key, or we may receive information sent to us by 2CheckOut. During your usage of the services, we may ask for information required to carry out the functionality of the service, such as IP addresses and/or passwords for a systems administration job.
  + **Information we generate.** Our service may generate log information from your usage of the service. It may include your logins, job history, order history, usage history, IP addresses used, or other such information.
  + **Local storage.** For our web based services, we may store a cookie on your browser to uniquely identify your login session for the sole purpose of doing so. This cookie will not track your browsing outside of the specific j&j site you are logged into, and it is removed on logout. Only in special cases, we may also store another cookie, simply for statistical information. It is not personally identifying nor does it track any browsing usage.
* **WHY WE COLLECT THIS & HOW IT IS USED**
  + We collect information during the creation of a j&j Passport/ID for the sole purpose of creating an online ID to which your services or orders may be tied - to provide one simple location where you can manage these services. We allow the addition of profile details for support purposes, to allow our support team to quickly identify your account if you require assistance.
  + We collect credit card or Liberty Reserve API details only if you opt to pay using one of these two choices, and only charge you with your authorization when you purchase one of our services. We also allow you to checkout through 2CheckOut - this service may collect data such as address information which may be forwarded to us for statistical and fraud prevention purposes.
  + We collect IP addresses and keep logs for security purposes. In this case, it is easier to reclaim a stolen account in the case it is actually stolen.
  + We collect information such as server IP addresses for the sole purpose of carrying out the service you have purchased. It will never be used for any other reason.
* **HOW TO ACCESS OR UPDATE IT**
  + We provide a simple Profile page from within most of our services from which you may update most account data such as your password, email, or other profile information. Billing details can be managed from our simple Billing interface available on most of our services - please refer to the specific service for the exact location of both of these pages.
  + You may view log information on the relevant pages. A "View Log" button is provided from which you can view stored logs relevant to the section the button is located on.
* **SECURITY AND POLICY**
  + Sensitive information such as password or billing information is encrypted using industry trusted RSA/AES algorithms - the same used by most banks. The keys are tightly controlled and only stored on heavily secured servers, which are not available on the internet nor return decrypted values but perform the actual task. No staff member has access to sensitive information on your account in any form.
  + Most pages on j&j's site that include the sending and receiving of account information are protected using SSL. You may also opt to require a SMS or Emailed code to log in, aka, 2 step verification.
  + We never share any of your information unless legally required. In this case, we will only share information in the case it is necessary to enforce our Terms of Service, address fraudulent usage of the service, protect against damage to any property or safety of any individual as legally required, or to meet legal requirements. Besides these points, we will never in any way share your information in any form to any outside sources.
  + These policies hold for all services owned or offered by j&j. It does not apply for services operated by third parties listed on j&j's site, including Liberty Reserve or 2CheckOut. It does not cover entities who provide us any service including advertisement.
* **ENFORCEMENT**
  + We hold our policy to the best of our ability as legally possible. Most elements are automatic - for example, it is impossible in any case for any staff member to make unauthorized changes to user accounts or to access sensitive information.

**Section V. Disclaimer of Warranties** (This applies to all usage of security software and services from j&j.)

1. **What we do.** j&j understands that your organization’s security depends in part on the service we provide. We guarantee that our service will perform at least to the level stated in your license or to the level stated in a prearranged agreement.
2. **What we don’t do.** **(Disclaimer of Warranty)** We cannot guarantee that your system is immune to all cyber-attacks as tested using our tools, even within the level stated in your license. Not only is our market a rapidly changing one, it is also one with high stakes. In addition, a system being secure at one point does not guarantee that it will be just as secure in the future – it is needed to perform constant maintenance to maintain a fully secure system. In addition, do not use Apocalypse for any life threatening situation, such as in the testing of critical medical equipment, in E911 systems, in the development of nuclear power systems, or other applications where any error may result in death or injury.

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