

Acceptable Use Policy and Website Terms

Effective from June 2023 (Version 06.23)

These terms apply when you access, use, participate in or view the Immersive Labs website or Immersive Labs platform whether as our customer, a customer of one of our resellers or partners, or as someone who has been given access to any of our platforms by such parties.

Please read these terms carefully before signing up for, accessing, using, participating in or viewing the Immersive Labs website at immersivelabs.com (**Website**) or any platforms hosted on the immersivelabs.com, immersivelabs.online or snaplabs.io domains (and all related domains and subdomains) including but not limited to the Cyber Million platform (**Cyber Million Platform**) (**Platforms**). We recommend that you download a copy of these terms for your future reference.

These terms should be read in conjunction with our [Privacy Notice](#) and [Cookie Notice](#), which form part of these terms and explain what personal data we collect about you, what we use it for and who we share it with, as well as explaining your rights and what to do if you have concerns.

When you are accessing, using, participating in or viewing the Platform, these terms should be read in conjunction with the [Master Services Agreement](#) (or any applicable separately executed written agreement covering such access, use or participation) which governs you and your organisation's use of the Platform.

Access, use, participation in or viewing of the Cyber Million Platform is governed by the [Cyber Million Terms and Conditions](#).

Any breach of these terms by you may result in us suspending or terminating your or your organisation's right to use the Website and/or access to the Platforms and taking legal action against you or your organisation.

1. WHO WE ARE

We are Immersive Labs Group (**Immersive Labs, we or our**), which includes:

- Immersive Labs Holdings Limited (registered in England and Wales under company number 11439032 with its registered office at Programme, All Saints' St, Bristol BS1 2LZ)
- Immersive Labs Limited (registered in England and Wales under company number 10553244 with its registered office at Programme, All Saints' St, Bristol BS1 2LZ)
- Immersive Labs Corporation (registered in the State of Delaware, USA, with its office at WeWork, 200 Berkeley St, Boston, 02116 MA, USA)
- Immersive Labs GmbH (registered in Germany with its office at Immersive Labs, c/o RSM GmbH, Georg-Glock-Straße 4, 40474 Düsseldorf, Germany)

2. LEGALLY BINDING AGREEMENT

- (a) These terms apply to you as an individual if you access, use, participate in or view our Website and any of our Platforms.
- (b) By accessing and using our Website and any of our Platforms, we will treat you as having agreed to these terms which form a legally binding agreement between us.
- (c) If you do not agree to these terms, you must not access, use, participate in or view our Website or any of our Platforms.

3. CHANGES TO THESE TERMS

- (a) We may change these terms at any time to reflect changes to the law or our Website or Platforms. You should check these terms regularly to take notice of any changes as they will be binding on you with effect from the date stated in them.
- (b) We may update and change our Website or Platform from time to time to reflect changes to products or our business priorities.

4. ACCESSING OUR PLATFORMS

- (a) In signing up for, accessing, using, participating in or viewing our Platform you are subject to the terms of our [Master Services Agreement](#) or (as applicable) the [Cyber Million Terms and Conditions](#).
- (b) You must be at least 16 years old to access and use our Platforms.
- (c) You agree to provide complete and accurate details to us when creating any account (and must not use someone else's name without their approval). You must update us if any of your details change. If you forget your password, you should request a new one by choosing the 'Forgot Password' option within the login area for our Platforms.
- (d) You must not share access to any account with someone else or allow any other user to do so (unless their account has been reassigned by us and they are no longer able to access their account). You must notify us immediately at support@immersivelabs.com if you become aware of any unauthorised access to your account.
- (e) If we know or suspect that your account details have been shared with someone else or become compromised, we may suspend access to your account pending further investigation.
- (f) The access you have to the features and functionality of our Platforms may depend on the type of licence that has been assigned to you. You must not attempt to access or use any features or functionality of our Platforms that you do not have a licence to access or use.
- (g) You must not access or use the Platform if you or any entity or person you are connected with are subject to sanctions or designated on any list of prohibited and restricted parties (including those maintained by the UN, US, UK, EU, EU member states or other applicable government authorities).

5. USING OUR WEBSITE AND PLATFORMS

- (a) At all times while you have access to our Website and Platforms, you agree that you will:
- i. only use our Website and Platforms for the purposes they are intended as advertised on our Website or described in our [Product and Services Guide](#);
 - ii. not share any techniques, answers on how to complete labs or other Content with any other person;
 - iii. not perform any security testing of our Platforms without our prior written consent;
 - iv. not use our Platforms to impersonate any person or misrepresent your identity;
 - v. not knowingly introduce any software, User Content or material which is malicious or technologically harmful to our Website or Platforms or any related databases, infrastructure or software;
 - vi. not attempt to gain unauthorised access to our Website or Platforms or any related databases, infrastructure or software;
 - vii. not use our Website or Platforms in any way that breaches any applicable law or that infringes the rights of any other person (including confidentiality rights, intellectual property rights, privacy rights or reputational rights);
 - viii. not make any contributions through any interactive features of our Website or Platforms that are abusive or threatening, deceptive, discriminatory (or promote discrimination on any basis), knowingly misleading, likely to cause anxiety, embarrass or harass another person, sexually explicit, or violent;
 - ix. not use our Website or Platforms to send or knowingly receive any Content or User Content that does not comply with these terms;
 - x. not use our Website or Platforms to send, or allow anyone else to send, any unsolicited advertising or marketing material;
 - xi. not use any part of our Content for commercial purposes without obtaining a licence from us or our licensors;
 - xii. in order to protect our legitimate business interests, not use, access or otherwise utilise the product, software, Platform or services to (i) create, (ii) provide or (iii) assist in any way the creation of, any software, platform or services which is substantially similar to the product, software, Platform or services;
 - xiii. not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our Website or Platform. This includes using (or permitting, authorising or attempting the use of); (i) any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the site or any data, content, information or services accessed via the same; (ii) any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.
- (b) Our Website and Platforms may contain links to other websites (**Third-Party Websites**) as well as Content (including features and applications) belonging to third parties (**Third-Party Content**). Such Third-Party Websites and Third-Party Content are not monitored or moderated by us, and we are not responsible for any such Third-Party Websites or any Third-Party Content.

- (c) You should review the applicable terms and policies, including privacy and data gathering practices, of any Third-Party Website to which you navigate from the Website or the Platform or relating to any Third-Party Content (including features and applications) you use through, or install from the Website or the Platform.

6. USER CONTENT

- (a) Whenever you make use of a feature that allows you to upload content to our Website and Platforms (**User Content**) you must comply with the standards set out in these terms.
- (b) Any User Content you upload to our Website will be considered non-confidential and non-proprietary. You retain all your ownership of all intellectual property rights in your User Content, but you grant us a worldwide, non-exclusive, royalty-free, transferable licence to use the content for our lawful business purposes.
- (c) Ownership and rights to use any User Content which you upload to our Platform is governed by our [Master Services Agreement](#) or (as applicable) the [Cyber Million Terms and Conditions](#).
- (d) You should review the applicable terms and policies relating to any features and applications belonging to third parties you use through or install from the Website or the Platform and which may grant third parties the right to utilise your User Content.

7. RIGHTS IN OUR WEBSITE AND CONTENT

- (a) We are the owner or licensee of all intellectual property rights in and to our Website and in the content made available through it (**Content**), save for any User Content. Those works are protected by copyright laws and treaties around the world and all such rights are reserved.
- (b) You may download or print extracts of any pages or Website Content through our Website for your own reference purposes and to draw the attention of others within your organisation to the same. However, you must not modify them in any way or use any graphics, audio or video sequences separately from any accompanying text.
- (c) You may link to the home page of our Website provided you do so in a way that is fair and legal and does not damage our reputation or take unfair advantage of it. You must not link to any page of our Website in a way that suggests any form of association or endorsement on our part where none exists.
- (d) You must not frame any part of our Website on any other websites or create any other links to our Website (other than the home page) without our permission.
- (e) We reserve the right to withdraw linking permission at any time without notice.
- (f) The ownership of all intellectual property rights in and to our Platform and in the content made available through it (Content) is governed by our [Master Services Agreement](#) or (as applicable) the [Cyber Millions Terms and Conditions](#).

8. ADDITIONAL TERMS – CYBER MILLION

- (a) You must only use the Cyber Million Platform for your own personal use, to develop your own cyber capability and identify and apply for cyber roles. You must not use the Cyber Million Platform for any business purposes, including encouraging anyone employed or engaged by you to use the Cyber Million Platform for internal training purposes or for recruitment purposes.
- (b) In signing up for, accessing, using, participating in or viewing the Cyber Million Platform you are subject to the terms of our [Cyber Million Platform Terms and Conditions](#).

9. OUR LIABILITY TO YOU

- (a) Subject to the terms of any other agreement between Immersive Labs and a customer and to the extent permitted by applicable law:
 - i. Our Website and Platforms are provided on an 'as is' and 'as available' basis and we do not guarantee that our Platforms or any Content will always be available, uninterrupted or error-free.
 - ii. We may change or discontinue all or any part of our Website or Platforms at any time without notice
 - iii. We do not guarantee that our Website or Platforms will achieve any outcomes or results.
 - iv. If you bring any claim against us then we will only be liable to you for any loss or damage you suffer that is a foreseeable result of our failure to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. To the maximum extent permitted by our law, our liability to you will be limited to GBP £500 (or the nearest amount in your local currency).
- (b) The Content on our Website and on our Platform is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the Content on our Website or our Platforms. Although we make reasonable efforts to update the information on our Website and on our Platforms, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

10. OTHER IMPORTANT TERMS

- (a) How to make a complaint: We are passionate about developing your cyber capability. Our platform is designed to upskill individual users and provide companies with talent, risk and resourcing insights. We aim for all our users to love our product. If for any reason you are unhappy with our product, please let us know by emailing us at support@immersivelabs.com.
- (b) Nobody else has any rights under these terms: Nobody else has any rights under these terms which represent an agreement between you and Immersive Labs. No other person will have any rights to enforce any of these terms.

- (c) Even if we delay in enforcing these terms, we can do so later: If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breach of these terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you later.
- (d) If a court finds any of these terms to be illegal, the rest continue in force: Each paragraph of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- (e) Governing law, jurisdiction and notices:

If you are domiciled in	The contracting Immersive Labs Group entity is	Notices should be address to	Governing law is	Courts with exclusive jurisdiction are
Globally, other than North or South America or the DACH region	Immersive Labs Ltd., a company registered in England and Wales with company number 10553244	Legal team, Immersive Labs, 6 th Floor, Programme, All Saints' Street, Bristol, England, BS1 2LZ	England and Wales	England and Wales
North or South America	Immersive Labs Corporation, a Delaware corporation	Chief Revenue Officer, Immersive Labs, WeWork, 200 Berkeley St, Boston, MA 02116, USA	Massachusetts (without regard to its conflicts of law rules)	Boston, Massachusetts
DACH region (Germany, Austria or Switzerland)	Immersive Labs GmbH	Immersive Labs, c/o RSM GmbH, Georg-Glock-Straße 4, 40474 Düsseldorf, Germany	England and Wales	England and Wales