

Platform and Service Terms and Conditions

Digital Cyber Academy for Students, Veterans and
Neurodivergent individuals

Version 02.21

PLATFORM AND SERVICE TERMS AND CONDITIONS: DIGITAL CYBER ACADEMY USERS

These Terms and Conditions apply to your use of the Platform, Software, Services and Support Services that Supplier and its Group provide to “you”, the “User” and form a legally binding contract between you and Supplier. These Terms and Conditions apply to the exclusion of any terms you seek, or have sought to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement:
- 1.1.1 **Account** means a DCA account created by the User on the Platform.
- 1.1.2 **Agreement** means these terms and conditions and the Schedules.
- 1.1.3 **Business Days** means any day other than a weekend or public holiday in the UK.
- 1.1.4 **DCA/Digital Cyber Academy** means the provision of access to the Platform to students, veterans and neurodivergent individuals.
- 1.1.5 **Documentation** means the Services Guide made available to the User by the Supplier from time to time.
- 1.1.6 **Group**: means, as to a party to this Agreement, that party together with its holding company or any subsidiary either the party or its holding company or any other company under common control with it from time to time (but only for so long as that control exists).
- 1.1.7 **Normal Business Hours** means 09:00 to 17:00 (UK time) on Business Days.
- 1.1.8 **Platform** means the cyber security skills platform known as “Immersive Labs”.
- 1.1.9 **Services** means the access to the Platform provided by the Supplier to the User on the terms of this Agreement.
- 1.1.10 **Services Guide** means the services guide available at www.immersivelabs.com/legal as updated from time to time.
- 1.1.11 **Software** means the online software applications provided by the Supplier as part of the Platform.
- 1.1.12 **Supplier** means the company described in Section 16.16 (Contracting Entity, Notices, Governing Law, and Venue).
- 1.1.13 **Support Services** means the Supplier’s standard customer support services provided during Normal Business Hours as set out in the Services Guide as updated from time to time.
- 1.1.14 **User Data** means the electronic data or information (Including any Personal Data) relating to the User submitted, uploaded, imported, transferred, stored, shared or hosted on or through the Platform and Services, or otherwise made available by the User through the Services.

2. SERVICES

- 2.1 A User may access the Digital Cyber Academy by creating an Account on the Platform. Details of how to register with the Digital Cyber Academy can be found at www.immersivelabs.com/digital-cyber-academies/.
- 2.2 Users with an Account for the Digital Cyber Academy by virtue of their status as a student may only access the Services for as long as they have a university or college email address. Access to the Digital Cyber Academy will be revoked once an email address expires.
- 2.3 Access to the Platform by way of the Digital Cyber Academy is provided free of charge. Access to any Digital Cyber Academy may be withdrawn by Supplier without notice and Supplier may terminate this Agreement without notice for any reason including for convenience without any liability whatsoever.
- 2.4 Supplier grants to the User a non-exclusive, non-transferable, non-sublicensable right to access the Platform solely to improve the User’s cyber skills.
- 2.5 User specifically undertakes, warrants and represents that it is not (and neither are any of your connected persons, entities, Group or authorised users) 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).

3. USER RESPONSIBILITIES

- 3.1 You shall at all times ensure that:
- 3.1.1 you provide us with accurate, complete and current registration information about yourself;
- 3.1.2 your password remains confidential and secure;
- 3.1.3 you do not permit sharing of User Accounts;
- 3.1.4 you promptly notify us in writing if you become aware of any authorised access or use of your Account and/or any breach of this Agreement;
- 3.1.5 you shall only use the Platform for the purpose of improving cyber skills and not for any purpose which is fraudulent, malicious and unlawful or in any manner that is inconsistent with this Agreement;
- 3.1.6 you shall comply at all times with the terms set out in this Agreement and any of the Supplier’s terms and conditions shown on the Platform or at www.immersivelabs.co.uk/legal from time to time including, but not limited to, acceptable use and website terms of use policies;

- 3.1.7 you shall comply with all applicable laws and regulations with respect to your activities under this Agreement; and
- 3.1.8 you will provide all necessary co-operation and information to enable the Supplier to provide the Services.
- 3.2 You shall not:
 - 3.2.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the software and/or Documentation (as applicable) relating to the Platform and/or Services in any form or media or by any means;
 - 3.2.2 attempt to de-compile, , reverse engineer, disassemble or otherwise reduce to human-perceivable form all or any part of them (except to the extent permitted by applicable law incapable of exclusion, and then only after it gives the Supplier an opportunity to provide information necessary to resolve any interoperability issues);;
 - 3.2.3 access all or any part of the Platform and Documentation in order to build a product or service which competes with the Platform, Services and/or the Documentation;
 - 3.2.4 access, store, distribute or transmit any viruses, or any material during the course of its use of the Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive, facilitates illegal activity, depicts sexually explicit images, promotes unlawful violence, is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or is otherwise illegal or causes damage or injury to any person or property, and the Supplier reserves the right (without liability or prejudice to its other rights) to disable the User's access to the Platform where there is a breach of the provisions of this clause 3.2.4;
 - 3.2.5 republish or redistribute any content or material from the Platform or Documentation;
 - 3.2.6 make any alteration to the Platform or Documentation; or
 - 3.2.7 use the Platform in any way that causes, or may cause, damage to the Platform or impairment of the availability or accessibility of the Platform.
- 3.3 Without prejudice to any other provisions in this agreement, in order to protect our legitimate business interests, you hereby agree, for yourself and as agent for each Group Company, that you shall not and shall procure that no member of your Group or any personnel of you or your Group Company:
 - 3.3.1 use, access or otherwise utilise the Software, Platform or Services to:
 - 33.1.1 create;
 - 33.1.2 provide; or
 - 33.1.3 assist in any way the creation of,
 any software, platform or services which is substantially similar to the Software, Platform or Services; and
 - 3.3.2 shall otherwise:
 - 33.2.1 carry on;
 - 33.2.2 be engaged, concerned or interested in; or
 - 33.2.3 assist in any way,
 any business concern which is in competition with the Supplier or any Group Company in the UK or the US or the jurisdiction in which you are domiciled.

- 3.4 You shall be bound by the covenant set out in clause 3.3 during the term of this agreement, and for a period of 6 months after termination or expiry of this agreement.

4. SUPPLIER RESPONSIBILITIES

- 4.1 The Services are supplied to User free of charge "as is". Supplier makes no warranties regarding the Services, express or implied, and expressly disclaims all such warranties, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 4.2 The Supplier:
 - 4.2.1 does not warrant that the User's use of the Services will be uninterrupted or error-free or that the Services, Documentation and/or information obtained by the User through the Services will meet the User's requirements; and
 - 4.2.2 is not responsible for any delays, delivery failures or other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet.

5. USER DATA

- 5.1 The User grants the Supplier and its authorised sub-processors a non-exclusive, royalty-free, fully paid up, sub- licensable, right and licence to process, store, copy, cache, access, use, transmit, display, disclose, reproduce, or modify User Data, insofar as reasonably necessary for the Supplier and its authorised sub-processors to provide the Services (including support and to prevent or address service or technical problems) in accordance with this Agreement. The User is solely responsible for the accuracy, quality, integrity, legality, reliability and appropriateness of User Data. The User acknowledges that the Supplier does not exercise any control whatsoever over the content of the User Data, and the Supplier will have no obligation to review User Data for accuracy, quality, integrity, legality, reliability, appropriateness or for any other reason.
- 5.2 In the event of any loss or damage to the User Data, the User's sole and exclusive remedy against the Supplier shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged User Data from the latest back-up.
- 5.3 We process User Personal Data in accordance with our privacy notice available at www.immersivelabs.com/legal.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 All intellectual property rights in and to the Services, Platform, Software and Documentation (**Supplier IPR**) belong to, and shall continue to belong, to the Supplier.
- 6.2 The Supplier makes no representation or warranty as to the validity or enforceability of the Supplier IPR nor as to whether the same infringe, misappropriate, or otherwise violate any proprietary (including intellectual property) rights of third parties.
- 6.3 The User has no right to access the software code (including object code, intermediate code and source code) of the Platform, or to grant sublicenses.

6.4 Except as expressly stated in this Agreement, the User does not have any rights to any patents, copyright, database right, trade secret, trade marks, or any other rights or licences in respect of the Services, Platform, Documentation or Software.

7. CONFIDENTIALITY

- 7.1 Each party shall take all reasonable steps to ensure that the other party's information that is proprietary or confidential in nature (**Confidential Information**) to which it has access is held in confidence and shall not make it available to any third party or use it for any purpose other than the implementation of this Agreement.
- 7.2 A party's Confidential Information does not include information that:
- 7.2.1 Is or becomes publicly known other than through any act or omission of the receiving party;
 - 7.2.2 was in the other party's lawful possession before the disclosure;
 - 7.2.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - 7.2.4 is independently developed by the receiving party, which can be demonstrated by written evidence.
- 7.3 A party may disclose Confidential Information to the extent that the disclosure is required by law, any governmental or regulatory authority or by a court or other authority of competent jurisdiction, provided that (to the extent it is permitted to do so) it gives as much notice as possible to the disclosing party.

8. LIMITATION OF LIABILITY

- 8.1 The following provisions set out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the User in respect of:
- 8.1.1 any breach of this Agreement howsoever arising; and
 - 8.1.2 any representation, misrepresentation (whether innocent or negligent) statement or tortious act of omission (including without limitation negligence) arising under or in connection with this Agreement.
- 8.2 EXCEPT AS SET FORTH IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SUPPLIER DOES NOT MAKE ANY, AND EXPRESSLY DISCLAIMS ALL OTHER, WARRANTIES, CONDITIONS AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR ARISING BY USAGE OF TRADE OR COURSE OF DEALING, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR MEETING THE USER'S REQUIREMENTS.
- 8.3 Nothing in this Agreement excludes the Supplier's liability:
- 8.3.1 for death or personal injury caused by the Supplier's negligence; or
 - 8.3.2 for fraud or fraudulent misrepresentation.
- 8.4 OTHER THAN IN RELATION TO ANY LIABILITY UNDER CLAUSE 8.3, SUBJECT TO CLAUSE 8.5, NEITHER PARTY SHALL IN ANY CIRCUMSTANCES BE LIABLE WHETHER IN TORT (INCLUDING FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY HOWSOEVER ARISING), CONTRACT, MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT) OR OTHERWISE FOR

ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PURE ECONOMIC LOSS, COSTS, DAMAGES, CHARGES OR EXPENSES.

- 8.5 OTHER THAN IN RELATION TO ANY LIABILITY UNDER CLAUSE 8.3, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE OR BREACH OF STATUTORY DUTY HOWSOEVER ARISING) MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT), RESTITUTION OR OTHERWISE, ARISING IN CONNECTION WITH THE PERFORMANCE (OR NON-PERFORMANCE) OF THIS AGREEMENT AND THE SERVICES PROVIDED SHALL IN ALL CIRCUMSTANCES BE LIMITED TO £1,000.

9. GENERAL

- 9.1 ELECTRONIC COMMUNICATION: The Supplier may e-mail you or otherwise display information relating to the Platform and Services you purchase and any updates, enhancements and modifications for example how you can get the most out of the platform, faults, incidents, new features, updates or notices of their availability, to perform our obligations under this Agreement with you and for our own legitimate interests In providing the best possible service to you.
- 9.2 IDEAS AND SUGGESTIONS: If you provide us with an idea or suggestion as to how we improve the Platform or Services Including any ideas, know-how, submissions provided for the creation of bespoke labs, we will be entitled to use It without restriction. You hereby irrevocably assign to the Supplier all rights, title and interest in such ideas, submissions, suggestions and know how (Including any created in the future) and shall give the Supplier such assistance as necessary to confirm such rights.
- 9.3 CHANGES: The Platform is provided as a software as a service solution, we may make changes (Including procedural and functionality changes) without prior notice. If these changes result in a material degradation to performance, accessibility or available functionality, you may write to the Supplier and raise a query with your account manager or by emailing support@immersivelabs.co.uk
- 9.4 MODIFICATIONS: we may modify this Agreement (Including the Documentation) at any time by posting a revised version on our website or otherwise notifying you. All modified terms will become effective upon posting or as otherwise stated in the notice. By continuing to use the Platform after that date, you agree to be bound by the modified terms and conditions. It Is your responsibility to check our website for modifications. The date this Agreement was last modified Is stated at the end of the Agreement.
- 9.5 WAIVER: No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 9.6 ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. To the extent this Agreement Is Inconsistent with any other document, agreement, subsequent purchase

order and accompanying terms and conditions, the parties agree the terms of this Agreement shall prevail and govern relating to its subject matter.

- 9.7 **ASSIGNMENT:** The User shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. Purported assignments in violation of the preceding sentence are void. The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 9.8 **SEVERANCE:** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. The parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, reflects the intended commercial result of the original provision.
- 9.9 **THIRD PARTIES:** This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 9.10 **FORCE MAJEURE:** The Supplier shall have no liability to the User under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs

or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the User is notified of such an event and its expected duration.

- 9.11 **NOTICES:** Notices shall be in writing (including email).
- 9.12 **CONTRACTING ENTITY, NOTICES, GOVERNING LAW, AND VENUE:** The Supplier entity entering into this Agreement, the address to which User should direct notices under this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, depend on where User is domiciled:

If User is domiciled in:	The Supplier entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Courts with exclusive jurisdiction are:
Globally, other than North and South America or the DACH region	Immersive Labs Ltd., a company registered in England and Wales with company number 10553244	Legal team, Immersive Labs, Runway East, 1 Victoria St, Bristol, BS1 6AA, England, United Kingdom	England and Wales	England 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 regards to its conflicts of law rules)	Boston, Massachusetts
DACH region (Germany, Austria or Switzerland)	Immersive Labs GmbH, a German company	Immersive Labs, c/o RSM GmbH, Georg-Glock-Straße 4, 40474 Düsseldorf, Germany	England and Wales	England and Wales

- 9.13 **AGREEMENT TO GOVERNING LAW AND JURISDICTION.** Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.
- 9.14 **NO ADVICE: THE SERVICES ARE PROVIDED BY THE SUPPLIER FOR TRAINING AND EDUCATIONAL PURPOSES ONLY AND SHALL NOT BE TAKEN TO BE ADVICE. THE SUPPLIER WILL NOT ACCEPT ANY RESPONSIBILITY TO ANY PARTY FOR THE USE OF THE**

SERVICES (INCLUDING BUT NOT LIMITED TO THE PLATFORM AND THE LABS MADE AVAILABLE VIA THE PLATFORM) OR THE CONTENTS OF ANY SUCH LAB FOR ANY PURPOSE OTHER THAN TRAINING OR EDUCATIONAL PURPOSES. THE SUPPLIER DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF MATERIALS. ANY RELIANCE ON ANY OPINION, STATEMENT OR OTHER INFORMATION IS AT THE CUSTOMER'S SOLE RISK.

9.15 BETA: ANY SERVICES MARKED AS OR OTHERWISE IDENTIFIED AS "BETA" ARE SUPPLIED TO USER "AS IS". SUPPLIER MAKES NO WARRANTIES REGARDING THE BETA SERVICES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN NO EVENT SHALL SUPPLIER BE LIABLE TO YOU OR ANY OTHER PARTY FOR DAMAGES OF ANY KIND ARISING FROM INSTALLATION OR USE OF THE BETA SERVICES,

WHETHER RESULTING FROM A TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, WARRANTY OR OTHER FORM OF ACTION, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, OF ANY KIND ARISING IN ANY WAY OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Power up your cyber skills

We provide free access to certain individuals through our academies to help identify new talent based on skills, not degrees or certifications.



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