



CYBER MILLION

Powered by **IMMERSIVELABS**

Platform and Service Terms and Conditions:

Cyber Million for Individual Platform Users

Version 06.23

PLATFORM AND SERVICE TERMS AND CONDITIONS: CYBER MILLION USERS

These Terms and Conditions apply to your use of the Cyber Million Platform, Software, Services and Support Services that Immersive Labs and its Group provide to “you”, the “User” and form a legally binding contract between you and “us” “Immersive Labs”. 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 Cyber Million 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 **Cyber Million** means the provision of access to the Cyber Million org in the Platform to individual users for the purposes of improving the User’s cyber security skills and/or enabling the User to access Job Vacancies.
- 1.1.5 **Documentation** means the Product and Services Guide made available at www.immersivelabs.com/legal to the User by Immersive Labs from time to time.
- 1.1.6 **Employment Partner** means a partner of Immersive Labs that has agreed to provide Job Vacancies on the Cyber Million Platform
- 1.1.7 **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).
- 1.1.8 **Immersive Labs** means the company described in Section 9.11 (Contracting Entity, Notices, Governing Law, and Venue).
- 1.1.9 **Job Information** means the information provided by the Employment Partner to Immersive Labs which is required to support a Job Vacancy listing.
- 1.1.10 **Job Vacancy** means a job vacancy listing produced by Employment Partner and listed on Cyber Million.
- 1.1.11 **Minimum Age** means 16 years old, however if applicable law requires that you must be older in order for Immersive Labs to lawfully provide the Services to you without parental consent (including using your personal data) then the Minimum Age is such older age.
- 1.1.12 **Normal Business Hours** means 09:00 to 17:00 (UK time) on Business Days.
- 1.1.13 **Platform** means the cyber security skills platform known as “Cyber Million”.
- 1.1.14 **Services** means the access to the Cyber Million Platform provided by Immersive Labs to the User on the terms of this Agreement.

- 1.1.15 **Software** means the online software applications provided by Immersive Labs as part of the Cyber Million Platform.
- 1.1.16 **Support Services** means Immersive Labs’ standard support services provided during Normal Business Hours as set out in the Product and Services Guide as updated from time to time.
- 1.1.17 **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 Cyber Million by creating an Account on the Platform via the Cyber Million landing page. Details of how to register with the Cyber Million can be found at www.immersivelabs.com/cybermillion.
- 2.2 Access to the Platform by way of Cyber Million is provided free of charge. Access to Cyber Million may be withdrawn by Immersive Labs without notice and Immersive Labs may terminate this Agreement without notice for any reason including for convenience without any liability whatsoever.
- 2.3 Immersive Labs grants to the User a non- exclusive, non-transferable, non-sublicensable right to access the Platform to improve the User’s cyber skills and/or to access Job Vacancies advertised within the Platform.
- 2.4 User undertakes, warrants and represents that it is not 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 you must be the Minimum Age (as defined) or older;
- 3.1.3 your password remains confidential and secure;
- 3.1.4 you do not permit sharing of your Accounts;
- 3.1.5 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;
- 3.1.6 you shall only use the Platform for the purpose of improving cyber skills and/or accessing Job Vacancies and not for any purpose which is fraudulent, malicious and unlawful or in any manner that is inconsistent with this Agreement;

- 3.1.7 you shall comply at all times with the terms set out in this Agreement and any of Immersive Labs' 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;
- 3.1.8 you shall comply with all applicable laws and regulations with respect to your activities under this Agreement; and
- 3.1.9 you will provide all necessary co-operation and information to enable Immersive Labs 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 Immersive Labs 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 Immersive Labs reserves the right (without liability or prejudice to its other rights) to disable your 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 use or procure access to the Cyber Million Platform or the Services with the intended purpose to sell, resell or use any of the content and/or Services for any commercial use, onward training, or monetary gain. For any such commercial use please contact sales@immersivelabs.com.
- 3.4 Without prejudice to any other provisions in this agreement, in order to protect our legitimate business interests, you hereby agree, for yourself, that you shall not:
 - 3.4.1 use, access or otherwise utilise the Software, Platform or Services to:
 - 3.4.1.1 create;
 - 3.4.1.2 provide; or
 - 3.4.1.3 assist in any way the creation of, any software, platform or services which is substantially similar to the Software, Platform or Services; and
 - 3.4.2 shall otherwise:
 - 3.4.2.1 carry on;
 - 3.4.2.2 be engaged, concerned or interested in; or
 - 3.4.2.3 assist in any way, any business concern which is in competition with Immersive Labs in the UK or the US or the jurisdiction in which you are domiciled.
- 3.5 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. IMMERSIVE LABS RESPONSIBILITIES

- 4.1 The Services are supplied to User free of charge "as is". Immersive Labs 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 Immersive Labs:
 - 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 Immersive Labs and its authorised third parties 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 Immersive Labs and its authorised third parties 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 Immersive Labs does not exercise any control whatsoever over the content of the User Data, and Immersive Labs 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 Immersive Labs shall be for Immersive Labs 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 (including any updates,

modifications and/or improvements) (**Immersive Labs IPR**) belong to, and shall continue to belong, to Immersive Labs.

- 6.2 Immersive Labs makes no representation or warranty as to the validity or enforceability of Immersive Labs 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 You shall take all reasonable steps to ensure that our information that is proprietary or confidential in nature (**Confidential Information**) to which you have access is held in confidence and you shall not make it available to any third party or use it for any purpose other than the implementation of this Agreement.
- 7.2 Our Confidential Information does not include information that:
 - 7.2.1 Is or becomes publicly known other than through your act or omission;
 - 7.2.2 was in your lawful possession before the disclosure;
 - 7.2.3 is lawfully disclosed to you by a third party without restriction on disclosure; or
 - 7.2.4 is independently developed by you, which can be demonstrated by written evidence.
- 7.3 You 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) you gives as much notice as possible to the us.

8. LIMITATION OF LIABILITY

- 8.1 The following provisions set out the entire financial liability of Immersive Labs (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, IMMERSIVE LABS 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 Immersive Labs' liability:
 - 8.3.1 for death or personal injury caused by Immersive Labs' 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 YOU OR US 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 ARISING AS A RESULT OF (A) CLAUSE 8.3, (B) THE USER'S USE OF IMMERSIVE LABS' INTELLECTUAL PROPERTY RIGHTS IN BREACH OF CLAUSE 6 (WHICH SHALL ALL BE UNLIMITED), 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 IDEAS AND SUGGESTIONS: If you provide us with an idea or suggestion as to how we improve the Platform or Services including any ideas, or know-how, we will be entitled to use it without restriction. You hereby irrevocably assign to Immersive Labs all rights, title and interest in such ideas, submissions, suggestions and know how (including any created in the future) and shall give Immersive Labs such assistance as necessary to confirm such rights.
- 9.2 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 Immersive Labs by emailing support@immersivelabs.com.
- 9.3 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.

- 9.4 **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.
- 9.5 **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.
- 9.6 **ASSIGNMENT:** The User shall not, without the prior written consent of Immersive Labs, 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. Immersive Labs 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.
- 9.7 **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.
- 9.8 **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.
- 9.9 **FORCE MAJEURE:** Immersive Labs 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 Immersive Labs 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 epidemic or pandemic or default of Immersive Labs or sub-contractors, provided that the User is notified of such an event and its expected duration.
- 9.10 **NOTICES:** Notices shall be in writing (including email).
- 9.11 **CONTRACTING ENTITY, NOTICES, GOVERNING LAW, AND VENUE:** Immersive Labs 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 Immersive Labs entity entering into this Agreement is:	Notices should be addressed to:	Governing law is (without regards to its conflicts of law rules):	Courts with exclusive jurisdiction are:
Globally, other than North or South America or the DACH region	Immersive Labs Ltd, registered in England and Wales with company number 10553244	Legal team, Immersive Labs, The Programme, All Saints' St, Bristol, United Kingdom, BS1 2LZ legal@immersivelabs.com	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	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	Germany	Germany

- 9.12 **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.
- 9.13 **NO ADVICE: THE SERVICES ARE PROVIDED BY IMMERSIVE LABS FOR TRAINING AND EDUCATIONAL PURPOSES ONLY AND SHALL NOT BE TAKEN TO BE ADVICE.** IMMERSIVE LABS 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. IMMERSIVE LABS 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.
- 9.14 **BETA: ANY SERVICES MARKED AS OR OTHERWISE IDENTIFIED AS "BETA" ARE SUPPLIED TO USER "AS IS".** IMMERSIVE LABS 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 IMMERSIVE LABS 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.

10. JOB VACANCY TERMS AND CONDITIONS

- 10.1 By applying for the role advertised on the Immersive Labs Cyber Million Platform ("**Job Vacancy**") the User acknowledges and consents to the following:
- 10.1.1 Immersive Labs sharing the User's personal data including name, email address, and lab usage including but not limited to time spent, points gained, lab completion, reports and results from labs on our Platform to the Employment Partner for the purpose of applying for the Job Vacancy; and

CYBER MILLION

Powered by **IMMERSIVELABS**

- 10.2 the Employment Partner contacting the User directly in connection with the application and the Job Vacancy.
- 10.3 APPLICATION PROCESS: To access a Job Vacancy the User:
 - 10.3.1 shall register and log into Cyber Million Platform via: cybermillion.immersivelabs.online/register.
 - 10.3.2 must be the Minimum Age (as defined) or older;
 - 10.3.3 shall be able to view open Job Vacancy(s) in the Platform provided by the Employment Partner; and
 - 10.3.4 may be required to complete specific labs on the Cyber Million Platform as selected by the Employment Partner.
- 10.4 Immersive Labs will no longer be involved in the application once the User has been diverted to the Employment Partner application process for the Job Vacancy. The Employment Partner will contact the User directly and discuss the application further with the User.
- 10.5 EXCLUSION OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY LAW IMMERSIVE LABS DOES NOT MAKE ANY, AND EXPRESSLY DISCLAIMS ALL OTHER, WARRANTIES, CONDITIONS AND MAKES NO PRESENTATIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED AS TO THE SUITABILITY, CAPABILITY, ACCURACY, OR VERACITY OF INFORMATION IN CONNECTION WITH OF PERPERFORMANCE OF THE USER OR THE JOB VACANCY.
- 10.6 Immersive Labs shall not be held responsible for the Job Vacancy, this shall be the sole responsibility of the Employment Partner.
- 10.7 Immersive Labs shall take no action to verify the accuracy or veracity of the Job Vacancy, the labs associated with such Job Vacancy or the User's suitability for the Job Vacancy as a prospective candidate. All such checks are the responsibility of the User and the Employment Partner.
- 10.8 Immersive Labs shall have no responsibility or involvement in the success or failure of any such application. The User will hold Immersive Labs harmless in respect of any losses or damages suffered by the User in connection with the application for the Job Vacancy.

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.



support@immersivelabs.co.uk

www.immersivelabs.com

+44 (0)20 3893 9101

[@immersivelabsuk](https://twitter.com/immersivelabsuk)

Copyright © 2020 Immersive Labs Holdings Limited. All rights reserved.