

# Website Terms

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Effective from May 2024 (Version 07.24)

Please read these terms carefully before signing up for, accessing, using, participating in, or viewing the Immersive Labs website at [immersivelabs.com](https://immersivelabs.com) and the community platform at [community.immersivelabs.io](https://community.immersivelabs.io) (**The Human Connection**) (together the **Website(s)**).

These terms should be read in conjunction with our [Privacy Notice](#) and [Cookie Notice](#), which 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.

Access to the Immersive Labs platforms (including those hosted on the [immersivelabs.com](https://immersivelabs.com), [immersivelabs.online](https://immersivelabs.online) or [snaplabs.io](https://snaplabs.io) domains) is governed by the Immersive Labs [Master Services Agreement](#) and/or [Terms of Services](#).

## 1. WHO WE ARE

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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 501 Boylston St, Boston, MA 02116, United States)
- 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

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- (a) By accessing our Website(s) we will treat you as having agreed to these terms which form a legally binding agreement.
- (b) If you do not agree to these terms or any of the linked terms above, you must not access our Website(s).

## 3. USING OUR WEBSITE(S)

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- (a) At any point where you are required to register an account for access to our Website(s), including The Human Connection, you will:
  - i. provide current complete and accurate registration information about yourself;
  - ii. be the minimum age of 18 or older;
  - iii. protect and maintain a secure confidential password;
  - iv. not share your account; and
  - v. promptly notify Immersive Labs in writing if you become aware of any unauthorized access or use of your account and/or any breach of this Agreement.
- (b) At all times while you have access to our Website(s), you will not:

- i. share any answers or provide substantive guidance on how to complete labs, exercises, scenarios or other content with any other person;
  - ii. make any contributions through any interactive features of our Website 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;
  - iii. impersonate an Immersive Labs employee, agent, manager, host, administrator, moderator, or another user, volunteer, or any other person through any means;
  - iv. introduce any software or material which is malicious or technologically harmful to our Website or any related databases, infrastructure or software;
  - v. use our Website in any way that breaches any applicable law or that infringes the rights of any other person (including confidentiality rights, intellectual property rights or privacy rights);
  - vi. use any form of automated device or computer program that enables the submission of postings;
  - vii. copy, modify, duplicate, create derivative works from, frame, mirror, publish or republish, download, display, transmit, or distribute all or any portion of the Website(s) in any form or media or by any means or attempt to do any of the foregoing;
  - viii. access all or any part of the Website(s) in order to build a product or service which competes with Immersive Lab products and services as advertised on its Website(s);
  - ix. use or procure access to the Website(s) 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;
  - x. use our Website(s) to send or knowingly receive any User Content (as defined below) that does not comply with these terms;
  - xi. use our Website(s) to send, or allow anyone else to send, any unsolicited advertising or marketing material;
  - xii. conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our Website(s). 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.
- (c) The Human Connection currently provides access to a collection of resources, forums with the opportunity for peer-to-peer interaction, media content and support, all related to the Immersive Labs product range, and when accessing The Human Connection, you will at all times use The Human Connection for the intended purposes and comply with these terms and The Human Connection guidelines (as published on the Website(s)).
- (d) Our Website(s) 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. 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 relating to any Third-Party Content (including features and applications) you use through, or install from the Website.

#### 4. USER CONTENT AND USER DATA

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- (a) Whenever you make use of a feature that allows you to upload content (including comments) to our Website(s), or you request us to upload such content on your behalf, (**User Content**) you must comply with the standards set out in these terms.
- (b) Any User Content you upload to our Website(s) will be considered non-confidential and non-proprietary. We are under no obligation to pay you for any User Content.

- (c) You are solely responsible for the accuracy, quality, integrity, legality and appropriateness of User Content and you will provide all necessary notices and obtain all necessary consents required for our use of the User Content.
- (d) All User Content is subject to these terms (including The Human Connection guidelines), and we reserve the right to remove at any time, without notice, any User Content which breaches these terms. For clarity, however, Immersive Labs has no obligation to monitor or remove content (including comments) uploaded by users, and Immersive Labs assumes no responsibility or liability for such content shared among users.

## 5. RIGHTS IN OUR WEBSITE AND CONTENT

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- (a) We are the owner or licensee of all intellectual property rights (including patents, copyright, database right, trade secret, trade marks, or any other rights or licences) in and to our Website(s) and any content on such Website(s) (save for User Content) (**Immersive Intellectual Property**).
- (b) You do not have any rights in respect of Immersive Intellectual Property which are works protected by copyright laws and treaties worldwide and all such rights are reserved.
- (c) You may link to the home page of our Website(s) 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. We reserve the right to withdraw linking permission at any time without notice.
- (d) We make no representation or warranty as to the validity or enforceability of the Immersive Intellectual Property nor as to whether the same infringe, misappropriate, or otherwise violate any proprietary (including intellectual property) rights of third parties.
- (e) If you provide us with an idea or suggestion as to how we improve the Website(s), including any ideas, or know-how, we will be entitled to use it without restriction and 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.
- (f) Notwithstanding the above, if you believe that your intellectual property has been copied in a way that constitutes copyright infringement, or your intellectual property has otherwise been violated, please notify Immersive Labs at [legal@immersivelabs.com](mailto:legal@immersivelabs.com) with a description of the copyrighted work or other intellectual property and where the material is located in the Website(s). Following receipt of a notice, Immersive Labs may perform an investigation and may take appropriate action.

## 6. OUR LIABILITY TO YOU

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- (a) Our Website(s) is provided on an 'as is' and 'as available' basis and we do not guarantee that our Website(s) will always be available, uninterrupted, error-free, secure or virus-free.
- (b) Any content (including User Content) downloaded, viewed or otherwise obtained by you from the Website(s) is at your own risk and you will be solely responsible for any damage to your computer systems or networks as a result.
- (c) We may change or discontinue all or any part of our Website(s) at any time without notice.
- (d) We do not guarantee that our Website(s) will achieve any outcomes or results.
- (e) We take no responsibility and assume no liability for any User Content posted by you.
- (f) Following any loss or damage to User Content, we will use reasonable commercial endeavours to restore the lost or damaged content from the latest back-up, which shall be your sole and exclusive remedy against us.
- (g) We are not liable for any loss of profits; loss of sales; loss of goods; loss of use; business interruption; loss of data or any special, indirect, incidental, consequential or pure economic loss, loss, regardless of whether or not we have been advised of the possibility of the same.

- (h) To the maximum extent permitted by our law, our total aggregate liability to you (in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising) misrepresentation (whether innocent or negligent), restitution, indemnification or otherwise, arising in connection with the performance (or non-performance) of these terms and the services provided) shall in all circumstances be limited to GBP £50 (or the nearest amount in your local currency).

## 7. OTHER IMPORTANT TERMS

- (a) These terms between you and Immersive Labs constitute the entire agreement between us and govern your use of the Website(s), superseding any prior agreements between you and Immersive Labs.
- (b) The failure of Immersive Labs to exercise or enforce any right or provision of these terms shall not constitute a waiver of such right or provision.
- (c) Termination:
- i. You may terminate these Terms at any time and for any reason by deleting your account and discontinuing use of all services. If you stop using the services without deactivating your account, your account may be deactivated due to prolonged inactivity.
  - ii. Any breach of these terms by you may result in us suspending or terminating your right to use the Website(s).
  - iii. Section 5 (Rights), Section 6 (Liability) and 7 (Other Important Terms) will survive termination of these terms.
- (d) We may change these terms at any time to reflect changes to the law or our Website(s). 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.
- (e) 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.
- (f) 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.
- (g) 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 <sup>th</sup> 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, 501 Boylston St, Boston, MA 02116, United States	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