

IMMERSIVE TERMS OF USE

These Terms apply to govern access to or use of any platforms hosted on the immersivelabs.com, immersivelabs.online, or snaplabs.io domains (and all related domains and subdomains) and any content or software made available or displayed on them (**Platform**) where you (an individual, firm, corporation (including non-profit corporation), partnership, company, estate, unincorporated organization, limited liability company, division, trust, joint venture, association, government, governmental entity or agency, or other entity or organization (a **Person**)) have or where your employees, agents or representatives have accessed or used the Platform in the following circumstances:

- At unpaid event (including a cyber drill) at the invitation of Immersive or a third party.
- Authorized by an Immersive Customer (defined below) under an applicable master services agreement as a **Customer Sponsored Company**.

These Terms apply to create a legally binding agreement between Immersive Labs (**Immersive Labs, us, we or our**) and you, either individually or as a Person (**you or your**).

These Terms do not apply where you are accessing the Platform as a Person who has contracted for access to the Platform (a Customer), either directly with us or via our authorized resellers, and in such circumstances your access to the Platform shall be solely governed by our [Master Services Agreement](#).

You shall comply with and shall ensure that your employees, agents and/or representatives that you authorise to access the Platform (**Authorized Users**) comply with these Terms.

These Terms of Use should be read in conjunction with our [Privacy Notice](#), which explain what personal data we collect about you, what we use it for, and who we share it with.

1. ACCESSING OUR PLATFORM

- 1.1. We grant to you a non-exclusive, non-transferable, non-sublicensable, limited, and revocable right for you and your Authorized Users to access the Platform solely for your internal business operations to improve cyber skills. The access you have to the Platform will depend on the type of licence that has been assigned to you in the applicable onboarding documentation, and you must not attempt to access or use any features or functionality of our Platform that you do not have permission to access. You shall use all reasonable endeavours to prevent any unauthorized access to or use of the Platform.

2. USING OUR PLATFORM

- 2.1. You shall ensure that you and your Authorized Users shall:
 - 2.1.1. comply with all applicable laws and regulations with respect to your activities under these Terms and shall maintain all necessary licences, consents, and permissions;
 - 2.1.2. use the Platform in accordance with and only for the purposes intended in the [Product and Services Guide](#).
- 2.2. You shall ensure that you and your Authorized Users shall not:
 - 2.2.1. share access credentials between Authorized Users;
 - 2.2.2. copy, modify, duplicate, create derivative works from, frame, mirror, publish or republish, download, display, transmit, or distribute all or any portion of the Platform in any form or media or by any means or de-compile, reverse compile, reverse engineer, disassemble or otherwise reduce to human-perceivable form all or any part of them;
 - 2.2.3. access or use the Platform to create, provide, or assist in any way the creation of, any software, platform or services that compete with the Platform;
 - 2.2.4. introduce any software, User Data (defined below), or material that is malicious or technologically harmful to the Platform or use the Platform in any way that causes or may cause damage to the Platform or impairment of its availability or accessibility;

- 2.2.5. use the Platform to generate revenue or for other commercial purposes without our consent;
- 2.2.6. share any techniques and/or answers on how to complete labs or other content;
- 2.2.7. perform any security testing of the Platform without our prior written consent or circumvent safeguards or safety mitigations in the Platform.

2.3. We shall take the steps necessary for you and your Authorized Users to access the Platform and shall provide the Platform with reasonable care and skill and in accordance with the Product and Services Guide. We shall use our reasonable commercial endeavours to correct any non-conformance or defect.

3. USER DATA

- 3.1. Whenever you make use of a feature that allows you to upload data or information to our (directly or indirectly) (**User Data**) including to create custom content on the Platform using the content builder tools (**User Produced Content**) you must comply with these Terms.
- 3.2. You shall ensure that User Data and/or User Produced Content (i) does not infringe any required consents or permissions, applicable laws or regulations, or third-party intellectual property rights and (ii) does not contain any material that is abusive or threatening, deceptive, discriminatory (or promote discrimination on any basis), knowingly misleading, likely to cause anxiety, embarrass, harass or harm another person, sexually explicit, or violent. We shall have the right to remove from the Platform, and you shall hold us harmless in respect of, User Data or User Produced Content in breach of these Terms.
- 3.3. You are solely responsible for the accuracy, quality, integrity, legality, and appropriateness of any User Data and any User Produced Content.
- 3.4. As between us and you, you retain all your ownership of all intellectual property rights in any User Data and any User Produced Content which is solely produced by you. You grant us a worldwide, non-exclusive, royalty-free, transferable license to use:
 - 3.4.1. the User Data and any User Produced Content to provide you with services in connection with the Platform; and
 - 3.4.2. anonymous data (used in aggregate form) that is generated from, or based upon, your use of the Services solely for data analytics, statistical reporting, or other lawful business purposes.
- 3.5. If you have been given access to the Platform via a third party, you authorize us to grant the relevant third party with management access and control over your account and any User Data in the Platform.
- 3.6. When we process your personal data as a processor on your behalf as a controller (as such terms are defined in our DPA), we do so in accordance with our [Data Processing Agreement](#) (DPA).

4. PRODUCT SPECIFIC FEATURES

- 4.1. Malicious Code: The Platform may, for training purposes, contain malicious software code that has been created by us for use within the Platform only. You shall not and shall not allow Authorized Users to download and/or create local copies of such software code on your environment or systems.
- 4.2. Third Party Websites: Our Platform may contain links to third party websites (**Third-Party Websites**) belonging to or originating from third parties (**Third-Party Content**). We are not responsible for such Third-Party Websites and Third-Party Content and do not investigate, monitor, or check for accuracy, appropriateness, or completeness any Third-Party Websites or Third-Party Content.

4.3. Immersive AI:

- 4.3.1. The Platform contains generative AI feature(s) and functionality in the Platforms (Immersive AI). You may (directly or indirectly) provide or make available User Data to Immersive AI (Inputs), and receive images, materials, files, and other content generated and returned by Immersive AI based on those Inputs (Outputs). Immersive AI is not intended to process Authorized User personal data, and you shall not include personal data as an Input to Immersive AI. Outputs are generated by artificial intelligence and are not verified by us for accuracy and do not represent our views. We make no

warranty or guarantee as to the accuracy, completeness, or reliability of any Outputs and shall in no way be liable or responsible for your use of Outputs or any omissions or errors in Outputs.

4.3.2. We use technology provided by OpenAI to support Immersive AI. OpenAI may process and host User Data to generate Outputs. We shall procure that such User Data shall only be used as necessary to provide the OpenAI services and shall not be used to develop or improve the OpenAI services.

5. RIGHTS IN OUR PLATFORM

- 5.1. Intellectual Property Rights means patents, utility models, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered now or in the future in any part of the world.
- 5.2. All Intellectual Property Rights in and to our Platform are retained by us, save for any User Content and User Produced Content which is solely produced by you.
- 5.3. Ideas and Suggestions: If you provide us with an idea or suggestion as to how we improve the Platform we will be entitled to use it without restriction.

6. OUR LIABILITY TO YOU

- 6.1. The Platform is provided on an 'as is' and 'as available' basis, we do not guarantee that the Platform will always be available, uninterrupted or error-free.
- 6.2. If you have been given access to the Platform via a third party, you will hold us harmless in respect of the acts or omissions of such third party.
- 6.3. We are not liable for any loss of profits, sales or business or opportunity, depletion of goodwill, loss of use or business interruption, loss or corruption of data or information, or any special, indirect, incidental, consequential or pure economic loss, loss, regardless of whether such losses are foreseeable or if we have been advised of the possibility of the same.
- 6.4. 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 including use of the Platform shall in all circumstances be limited to GBP £500.

7. OTHER IMPORTANT TERMS

- 7.1. Term and Termination: Your access to the Platform shall start and end on the dates stated in the applicable onboarding documentation. Any breach of these terms by you may result in us suspending or terminating your right to access to the Platform. If you have been given access to the Platform via a third party, we may terminate your access to the Platform without notice following any breach of or upon the expiry or termination of the contractual arrangements between us and the relevant third party. On termination all licences and rights granted to you under these terms shall immediately terminate. Section 5 (Rights), Section 6 (Liability) and 7 (Other Important Terms) will survive termination of these terms.
- 7.2. Compliance: You shall comply with all applicable anti-bribery and corruption laws and all applicable anti-slavery and human trafficking laws. 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 government list of prohibited and restricted parties.
- 7.3. Confidentiality: 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. A party's Confidential Information does not include information that:

(i) is or becomes publicly known other than through any act or omission of the receiving party; (ii) is in the other party's lawful possession before the disclosure; (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or (iv) is independently developed by the receiving party, which can be demonstrated by written evidence. 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.

- 7.4. Community Platform: Following the provisioning of an account on the Platform, you and your Authorized Users will have automatic access to the [Immersive Community](#), which is a collection of resources, forums with the opportunity for peer-to-peer interaction, media content and support, related to the Immersive Products. Access to the Immersive Community is governed by the Immersive Website Policy (available at www.immersivelabs.com/legal/).
- 7.5. Modifications: We may change these terms at any time to reflect changes to the law or our Platform. You should check these terms regularly to take notice of any changes as they will be binding on you.
- 7.6. Entire Agreement. These Terms constitute the entire agreement between us and you and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.
- 7.7. Third Party Rights. Nobody else has any rights under these terms which represent an agreement between us and you. No other person will have any rights to enforce any of these terms.
- 7.8. Governing law, jurisdiction and notices:
 - 7.8.1. Globally other than other than North or South America or the DACH region: Our contracting entity is Immersive Labs Ltd, a company registered in England and Wales with company number 10553244. Notices should be address to General Counsel, Immersive Labs, 6th Floor, Programme, All Saints' Street, Bristol, England, BS1 2LZ. Governing law is England and Wales, and the courts of England and Wales have exclusive jurisdiction.
 - 1.1.1. North or South America: Our contracting entity is Immersive Labs Corporation, a Delaware corporation. Notices should be address to General Counsel, Immersive Labs, 501 Boylston St, Boston, MA 02116, United States. Governing law is Massachusetts and the courts of Boston, Massachusetts have exclusive jurisdiction.
 - 1.1.2. DACH region (Germany, Austria or Switzerland). Our contracting entity is Immersive Labs GmbH. Notices should be address to General Counsel, Immersive Labs, c/o RSM GmbH, Georg-Glock-Straße 4, 40474 Düsseldorf, Germany. Governing law is England and Wales, and the courts of England and Wales have exclusive jurisdiction.