

Legal & Compliance:

User Agreement on Acceptable Use of the Services

Effective: 01 November 2022

USER AGREEMENT ON ACCEPTABLE USE

OF THE SERVICES

You should download a copy for future reference.

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SUMMARY

Whether you're new to our community or have been an active user for years, we need your help to make this a community we all want to be part of.

- Keep your user account real and to yourself. You must provide us with current, complete, and accurate information when creating a user account and always keep them up to date for as long your user account remains active. You must also choose a password and a username. User account is personal and not shareable. You are entirely responsible for maintaining the confidentiality of your password and user account. Furthermore, you are entirely responsible for any and all activities that occur under your user account. You agree to notify HackTheBox immediately of any unauthorised use of your user account or any other breach of security.
- Treat Others With Respect. Be accepting. Our community is diverse. Everyone should feel like they belong. Everyone is welcome, regardless of race, ethnicity, national origin, religious affiliation, sexual orientation, sex, gender identity, or ability. People online are real people and actions have real impact. Treat others as you would like to be treated. Don't be offensive, misrepresent, harass, threaten, discriminate against, or abuse anyone, and don't act in any other manner that could disrupt the enjoyment of others or result in harm to anyone.
- Keep Things Fair- Competition is best when it's fair. Winning is much more satisfying based <u>on</u> <u>your own skills.</u> A word on "cheating" generally it's just not meritable. Nevertheless, when people "cheat" (for example: getting flags from other users or online, and submitting without having interacted with the challenge at all), to gain a competitive advantage, it ruins the experience for everyone and because of this, "cheating" is never acceptable.
- Unauthorised Access and Use. You may only use the Service to train in Cyber-Security. You may not use the Services in any manner that could damage, disable, overburden, or impair any of our or a third party's systems and/or networks, nor may you access or use the Services or content in inappropriate or unintended ways. You are not permitted to get around any security or authentication measures in place to protect or to restrict access to the Services, nor are you permitted to interfere with any other party's use and enjoyment of the Services.
- Keep your Content Clean Create and share stuff that's appropriate. Be mindful of what you share so others can enjoy your content, and please respect the contributions of others. Don't share personal information, content that is obscene, illegal or otherwise inappropriate, copies of products or services, copyrighted or trademarked works, commercial activity such as advertising or other promotional materials, or any other content that isn't yours to share. Not everyone has the same likes or dislikes as you, so think twice about saying something hurtful about someone else's content, or choices. See our Content Standards.
- Follow Applicable Laws Keep it legal in our services, just like you would IRL. As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. Don't use things that don't belong to you and don't do things you don't have permission to do. Don't infringe the rights of other users.
- **Speak up.** If you encounter any behaviour or content that violates this agreement, please let us know at Customer Support.

USER AGREEMENT

ON THE ACCEPTABLE USE OF THE SERVICES

THESE TERMS CONSTITUTE A LEGALLY BINDING AGREEMENT. PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SERVICES. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT USE THE SERVICES. BY USING THE SERVICES YOU AGREE TO BE BOUND BY THESE TERMS. VIOLATION OF THIS AGREEMENT MIGHT CONSTITUTE A BREACH OF THE APPLICABLE SERVICE AGREEMENT

This User Agreement on the Acceptable Use of the Services (the "Agreement") applies when you use the services offered by HackTheBox, such as all online services, platforms, websites, forums, and live events hosted by or associated with HackTheBox (collectively "Services"). This Agreement is between you and the HackThebox

This Agreement sets out the standards that apply when you access and use the Services, or when you upload content, interact with HackTheBox or other users or interact with the Services in any other way.

This Agreement aims to ensure compliance with the laws and regulations that apply to the Services, to enforce contractual obligations, to protect the interests of our customers and users, as well as our goodwill and reputation.

These terms are so important that we cannot grant you access to the Services unless you agree to them.

We may periodically update and/or amend these terms and we will let you know when we do through an email notification if you have subscribed at https://www.hackthebox.com/legal, or by posting a revised copy on our website. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

1. WHO WE ARE AND HOW TO CONTACT US

Services are provided via www.hackthebox.com and all subdomains (without limitation app.hackthebox.com, enterprise.hackthebox.com, academy.hackthebox.com ctf.hackthebox.com) which are operated by Hack The Box Ltd a limited company incorporated in England and Wales with registered company number 10826193, VAT number GB272830402, whose registered office and main trading address is at 38 Walton Road, Folkestone, Kent CT195QS ("HackTheBox")

You can always contact us at Customer Support.

2. PROHIBITED USES OF THE SERVICES

You must not use the Services:

- If you are under 18 years of age unless you have the written consent of a parent/legal guardian;
- in any way that infringes any applicable local, national, federal or international laws, regulations or governmental orders or decrees. Without limitation, you must not use the Services for any unlawful or fraudulent purpose or effect or in a way that infringes applicable legislation in regard to:
 - Export Control and Sanctions. Without limitation by accessing and/or using the Services from a Restricted Country, or if a resident of a Restricted Country, or if on any list of persons and entities subject to any export control restrictions or sanctions maintained by the UN, US, EU and UK or in any way that infringes applicable Sanctions Legislation;
 - Privacy and personal data. Without limitation by illegally processing (ex. collecting, recording, organising, structuring, storing, modifying, using, publishing, combining, erasing, destroying, sharing and disclosing in any way) data that can be used to directly or indirectly identify an individual, (ex. account information, credit card info, addresses, emails, IP or other contact information);
 - Intellectual Property Rights (copyright and trademarks, piracy or other intellectual property laws). Without limitation, by removing any copyright, trademark or other proprietary rights notices contained in the Services; or using any part of the content of the Services without permission from HackTheBox or its licensors.
 - Money laundering, anti corruption and bribery, free competition and antitrust, taxation and tax-avoidance,
 - Non-discrimination, equal treatment, non-harassment, inclusion, equal opportunity, cultural diversity
 - Any Illegal activity such as theft, fraud, drug-trafficking, illegal gambling, operation of a pyramid or Ponzi scheme, child pornography, arms-trafficking, the proliferation of weapons of mass destruction, or terrorism funding.
- for the purpose of harming or attempting to harm minors in any way or to bully, insult, intimidate or humiliate, threaten, degrade, victimise, harass, offend or discriminate against any person;
- to send, knowingly receive, upload, download, use or re-use any content which does not comply with our Content Standards;
- to infringe the rights of HackTheBox or any other individual or entity;
- in a way that could harm, damage, disable, overburden, or impair the Services or or interfere in any way with anyone's use and enjoyment of any Services
- To reproduce, duplicate, copy or re-sell any part of Services in contravention of the provisions of any of our applicable terms and conditions.
- in order to build, provide, or assist in the creation of, a competitive product or service which is substantially similar to the Services, or for any other benchmarking or competitive purposes or to create or otherwise prepare any derivative works based upon the Services without our prior written authorization.
- decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services.

- "mine" bitcoins and other cryptocurrencies and similar activities.
- obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

You further understand and agree that you must not:

- Use the Pwnbox for any other reason other than to interact with HackTheBox content.
- Interact with other user's systems and networks.
- Share "solutions", "flags" or "write-ups" either publicly or with other users that have not individually actively participated in the solution of the HackTheBox content (ex. prolabs, machines or challenges).
- Use or submit "solutions", "flags" or "writeups" that have been shared or disclosed in any unauthorised way, and/or contrary to this agreement.
- Either individually or as part of a team attempt to or bypass current implementations for accessibility to write-ups, flags, tutorials and other components of the Services and Hackthebox content there in, or subvert the established write-up and gameplay delivery methods in order to leverage the gaining of points, ranks or any other direct or indirect benefit without the explicit approval of HackTheBox.

3. SECURITY AND INTEGRITY OF THE SERVICES.

You may not violate the security of the Services or of a third party in any way. Such violations may result in criminal or civil liability. HackTheBox may, but is not obligated to, investigate any violation of the Services. HackTheBox may cooperate with law enforcement where criminal or unauthorized activity is suspected. By using Services or sending, receiving, posting, accessing, or storing any electronic transmission via the Services, you agree to cooperate, as well, in any such investigation.

For the avoidance of doubt, examples of security violations that are prohibited include, without limitation:

- **Hacking**: Any unauthorized access or use of any data, systems, devices, content, networks, databases or infrastructure, including any unauthorised attempt to probe, scan or test the availability, performance, functionality or vulnerability of the Services or to bypass, circumvent, or breach any security or authentication measures or any other measures used to prevent, restrict, or limit in any way access to the Services or disrupt, compromise, the normal functioning, operation, security of any device, content, systems, networks, databases or infrastructure associated with the Services,
- Interception: Unauthorized monitoring of data or traffic on any network or system without the express prior authorization of the owner of the system or network.
- Intentional Interference: interference with service to any user, host or network including, without limitation, denial-of-service attacks, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, and broadcast attacks.
- Falsification of Origin or Routing Information: Using, selling, or distributing in conjunction with the Services, any computer program designed to conceal the source or routing information of electronic mail messages in a manner that falsifies an Internet domain, header information, date or time stamp, originating e-mail address, or other identifier.

- Avoiding System Restrictions: Using manual or electronic means to avoid any limitations established by HackTheBox or attempting to gain unauthorized access to, alter, or destroy any information that relates to any HackTheBox customer or other end-user.
- Malware. Distributing, sending, uploading or in any way transmiting, any data or material that contains malware (without limitations viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful or destructive computer programs or threat actors) to infect and to adversely affect the operation of the Services and any systems and/or network associated with the Services or use any automated software devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to harvest or "scrape" or download data, information or communications from the Services or any associated systems, networks, databases or infrastructure.

4. INTERACTIVE SERVICES

We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of the Services and any interactive Services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them. Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

5. CONTENT STANDARDS

These content standards apply to any and all material which you contribute to our Services (user contribution), and to any interactive Services associated with it.

The content standards must be complied with in spirit as well as to the letter. The standards apply to each part of any user contribution as well as to its whole.

HackTheBox will determine, in its discretion, whether a user contribution breaches the content standards.

A user contribution must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in England and Wales and in any country from which it is posted.

A user contribution **must not**:

- Be defamatory of any person;
- Be obscene, offensive, hateful or inflammatory.
- Bully, insult, intimidate or humiliate.
- Promote sexually explicit material.
- Include child sexual abuse material.
- Promote violence.

- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trademark of any other person.
- Contain terrorist content.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal content or activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person.
- Give the impression that the user contribution emanates from HackTheBox, if this is not the case.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Contain any advertising or promote any web links to other sites.
- transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);

For the avoidance of doubt, for any user contribution in the form of video content:

- You must not upload a video containing any of the following: criminal material (relating to terrorism, sexual exploitation of children, child pornography, racism and xenophobia), unclassified or unclassifiable videos, videos rated R18 or suitable for R18 rating and other material that might impair the physical, mental or moral development of other users
- You must not upload a video containing harmful material.
- You must not upload a video containing advertising.
- Any video you upload must not:
 - prejudice respect for human dignity;
 - include or promote discrimination based on sex, racial or ethnic origin, nationality, religion or belief, disability, age or sexual orientation;
 - encourage behaviour prejudicial to health or safety;
 - encourage behaviour grossly prejudicial to the protection of the environment;
 - cause physical, mental or moral detriment to persons under the age of 18;
 - exploit the trust of such persons in parents, teachers or others; or
 - unreasonably show such persons in dangerous situations.

Every user must inform us immediately for any user contribution against these Content Standards at Customer Support.

6. FORUM & CHAT RULES

We rely on all users to help keep discussions and chat a safe place for people to share and view information and communicate. To do this, we request that all users comply with the following rules when contributing to the discussion forums or using chat:

- **Be accepting.** Everyone is welcome, regardless of race, ethnicity, national origin, religious affiliation, sexual orientation, sex, gender identity, or ability.
- **Respect boundaries.** Don't make advances or comments on appearance that might make someone uncomfortable.

- **Be courteous and respectful. Don't criticise.** Appreciate that others may have an opinion different from yours. Come up with a well-thought out counterpoint, or just move on.
- Keep it friendly. Don't be rude. Don't intentionally provoke, threaten or insult anyone. We're all here to have fun.
- **Don't flood the chat.** Keep the conversation going, but don't repeatedly send the same comments.
- **Stay on topic.** When creating a new discussion thread, give a clear topic title and put your post in the appropriate category. When contributing to an existing discussion, try to stay 'on topic'. If something new comes up within a topic that you would like to discuss, start a new thread.
- **Share your knowledge.** Don't hold back in sharing your knowledge it's likely someone will find it useful or interesting. When you give information, provide your sources.
- Don't self promote. We're not here for a sales pitch. Stay focused on the stream.
- Keep it clean. If it's shocking, obscene, vulgar or inflammatory or contrary to our Content Standards, leave it out.

7. BREACH OF THIS AGREEMENT.

Failure to comply with this Agreement constitutes a material breach of the applicable service agreement or terms and conditions upon which you are permitted to access and use the Services.

We have the right, but are not obligated, to monitor and enforce this Agreement through self-help, active investigation, litigation and/or prosecution.

When we consider that a breach of this Agreement has occurred, we may take such action as we deem appropriate, in our sole discretion, up to and including:

- Issue of a warning to you.
- Removal from the leaderboards and/or of the ability to receive points/flags.
- Immediate, temporary or permanent withdrawal of your right to use Services or any part of the Services or a particular content or event.
- Immediate, temporary or permanent removal of any contribution uploaded by you to our Services.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

In any case, the procedure shall ensure fair and proportionate treatment of the User who violated this agreement and will take into account at least the following factors: (a) the nature of the violation, (b) the impact of the violation on the Services and other Users, and (c) any related previous offences of the User who violated the policy.

We may immediately suspend your access or terminate your subscription to the Services for cause if you don't respond to us in a reasonable period after we've contacted you about a potential breach of this Agreement.

HackTheBox may report any activity that it suspects violates any law or regulation to, and cooperate with, appropriate law enforcement officials, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct. Our reporting may consist in providing network and systems information related to alleged violations or your use of the Services and may include disclosing appropriate customer information that may identify you.

INDIRECT OR ATTEMPTED BREACHES OF THIS AGREEMENT, AND ACTUAL OR ATTEMPTED BREACHES BY A THIRD PARTY ON BEHALF OF A CUSTOMER, OR USER, MAY BE CONSIDERED BREACHES OF THIS AGREEMENT BY SUCH COMPANY, CUSTOMER OR USER.

No service credit or compensation will be provided for any interruptions of the Services resulting from violation of this Agreement.

LIABILITY EXCLUSION. We exclude our liability for all action we may take in response to breaches of this Agreement. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

INDEMNIFICATION. You agree to defend, indemnify, hold harmless HackTheBox from and against all liabilities and costs (including reasonable attorney's fees) arising from any and all claims by any person arising out of your use of the Services in violation of this Agreement, including without limitation, if applicable: (a) investigate or otherwise respond to any suspected violation of this Agreement; (b) remedy any harm caused to HackTheBox or any of HackTheBox Customers and Users; (c) respond to complaints; and (d) have HackTheBox IP Addresses removed from any "blacklist".

8. ADDITIONAL TERMS

Amendment. HackTheBox may modify any part or all of the Agreement by posting a revised version at the following link https://resources.hackthebox.com/hubfs/Legal/AUP.

Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof and it is the intent and agreement of the Parties that this Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is legal and enforceable and that achieves the same objective. The balance of this Agreement will not be affected.

Disputes. If you have any concerns or complaints you can always contact us at Customer Support. If you are a consumer, please note that the terms of this Agreement, its subject matter and its formation are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland. If you are a business, the terms of this policy, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.



www.hackthebox.com

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