



# HACKTHEBOX

**Legal &  
Compliance:**

**Terms of Service**

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Effective: 01 August 2022

# TERMS OF SERVICE

You should download a copy for future reference.

THESE HACKTHEBOX TERMS OF SERVICE (THE "AGREEMENT") CONSTITUTE A BINDING AGREEMENT BETWEEN HACKTHEBOX AND SUBSCRIBER (EACH A "PARTY" AND TOGETHER THE "PARTIES"). HACKTHEBOX AND SUBSCRIBER AGREE THAT THE FOLLOWING TERMS AND CONDITIONS WILL GOVERN SUBSCRIBER'S ACCESS TO , AND USE OF, HACKTHEBOX'S SERVICES. THEY SHALL APPLY TO THE EXCLUSION OF ANY OTHER TERMS THAT SUBSCRIBER MAY SEEK TO IMPOSE OR INCORPORATE, OR WHICH ARE IMPLIED BY LAW, TRADE CUSTOM, PRACTICE OR COURSE OF DEALING.

PRIOR TO ACCESSING AND USING THE SERVICES UNDER THIS AGREEMENT, SUBSCRIBER WILL BE PROMPTED TO SIGNIFY ITS ACCEPTANCE OF THESE TERMS OF SERVICE BY SELECTING OR CLICKING "ACCEPT" BY ACCEPTING, SUBSCRIBER: ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD AND AGREES TO BE LEGALLY BOUND BY THESE TERMS AND, IF AN INDIVIDUAL IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A LEGAL ENTITY, HE REPRESENTS THAT HE HAS THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "SUBSCRIBER" SHALL REFER TO SUCH ENTITY. THE TERMS AND CONDITIONS OF THIS AGREEMENT ALONG WITH ANY SCHEDULES OR REFERENCED DOCUMENTS OR ADDITIONAL TERMS ATTACHED HERETO, REPRESENT THE COMPLETE AGREEMENT OF THE PARTIES WITH RESPECT TO SUBSCRIBER'S USE OF THE SERVICES AND TO THE EXTENT THAT THESE TERMS ARE IN CONFLICT WITH THE TERMS OF ANY OTHER AGREEMENT BETWEEN SUBSCRIBER AND HACKTHEBOX, THESE TERMS WILL TAKE PRECEDENCE AND SUPERSEDE THE TERMS OF SUCH OTHER AGREEMENT WITH RESPECT TO USE OF THE SERVICES.

## 1. DEFINITIONS

Terms used in this Agreement shall have the respective meaning set forth in this Section 1 or in context elsewhere in this Agreement.

"Affiliate" means any entity that controls, is controlled by, or is under common control with a party to this Agreement; in this context, "control" means ownership, directly or indirectly, of a majority of the outstanding equity of an entity.

"Authorised Users" means Subscriber's and its Affiliates employees, consultants, contractors, and agents (i) who are authorised by Subscriber to access and use the Services under the rights granted to Subscriber pursuant to this Agreement, (ii) for whom access to the Services has been purchased hereunder, and (iii) with respect to Authorised Users other than Subscriber's employees, who have entered into a written agreement with Subscriber obligating such consultant, contractor and non-employee

agent to protect the confidentiality of the Services and HackTheBox's Confidential Information to at least the same extent as protected by this Agreement.

"Confidential Information" refers to the following items one party to this Agreement ("Disclosing Party") discloses to the other ("Receiving Party"): (a) any document Disclosing Party marks "Confidential"; (b) any information Disclosing Party orally designates as "Confidential" at the time of disclosure, provided Disclosing Party confirms such designation in writing within five (5) business days; (c) any of Disclosing Party proprietary information, technical data, trade secret, or know-how, including without limitation any research, product plan, patent, copyright, trade secret, and other proprietary information, techniques, processes, algorithms, software programs, hardware configuration information and software source documents and other technology, related to the current, future and proposed

products and services, including without limitation pricing, margins, merchandising plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists and data, personal data, purchasing data, sales and marketing plans, future business plans and any other information which is proprietary; and (d) any other non-public, sensitive information, which, with respect to each of the foregoing, as applicable, Recipient should reasonably consider a trade secret or otherwise confidential. Without limiting the above, Confidential Information includes (a) the Services and (b) the specific terms and pricing set forth in this Agreement or in any Service Order. Confidential Information does not include information that: (a) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (b) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (c) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (d) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; or (e) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession.

"Documentation" means any user manuals, handbooks, installation guides, training materials, and any other documentation relating to the Services that may be provided from time to time by HackTheBox.

"Effective Date" means the date Subscriber indicates its acceptance of this Agreement.

"Fees" means the amounts to be paid by Subscriber to HackTheBox for the Services described in the Service Order Form.

"HackTheBox" means Hack The Box Ltd., a

company incorporated in England and Wales with registered number 10826193 whose registered office address is 38 Walton road, Folkestone, Kent CT195QS

"Intellectual Property Rights" means patents, rights to inventions, copyright and neighbouring and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and whether registrable or not, and including all applications and rights to apply for and be granted, renewals or extensions of and rights to claim priority from such rights, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Services" means the specific HackTheBox internet-accessible software-as-a-service(s) offering(s) purchased by Subscriber and hosted by HackTheBox, its Affiliates or service providers and made available to Subscriber over a network on a subscription basis at <https://enterprise.hackthebox.com> or any subdomains and/or other web pages designated by HackTheBox, including associated components.

"SLA" means the Service Level Agreement that can be found at HackTheBox <https://resources.hackthebox.com/hubfs/Legal/SLA.pdf> which is incorporated herein by reference and made a part of this Agreement.

"Service Order Form" means HackTheBox's Quote accepted by Subscriber via Subscriber's purchase order or other ordering document submitted to HackTheBox to order HackTheBox's SaaS Services, which references the Services, the Fees, the quantities (Number of Users / Virtual Machines), the Subscription Term, and other applicable terms set forth in an applicable ordering document, or any other

document(s) by which Subscriber orders the Services pursuant to this Agreement.

"Software" means all software used by HackTheBox to provide, or otherwise associated with, the Services.

"Subscriber" means the legal entity specified in the Service Order Form.

"Subscriber Data" means all data uploaded to the Services by Subscriber (including where applicable Authorised Users), and in all data derived from it. For the avoidance of doubt, Subscriber Data does not include Usage Data.

"Subscription Term" means the period of time during which Subscriber is subscribed to the Services, and is permitted to access and use the Services, as specified in a Service Order Form and which shall begin upon acquiring access to the Services.

"Usage Data" means data generated in connection with Subscriber's access, use and configuration of the Services and data derived from it (e.g., interacting with the Services).

## 2. REPRESENTATIONS & WARRANTIES

2.1 Authority. Each party represents and warrants that: (i) it is duly organised, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; (ii) it has obtained all necessary approvals, consents, and authorizations to enter into this Agreement and to perform and carry out its obligations under this Agreement; (iii) the person executing this Agreement on the party's behalf has express authority to do so and to bind the party; (iv) the execution and performance of this Agreement will not conflict with other agreements to which it is bound or violate any applicable laws and (vi) this Agreement is a valid and binding obligation of the party.

2.2 Sanctions. Subscriber represents and warrants that (i) neither Subscriber nor any of its Affiliates or connected persons or

Authorised Users is subject to any embargoes or sanctions or designated on any list of prohibited and restricted parties administered or enforced by the US Department of Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union or any of its member states, Her Majesty's Treasury in the United Kingdom or any other relevant embargoes or sanctions ("Sanctions"); (ii) neither Subscriber nor any of its Affiliates or connected persons or Authorised Users are located, organised or resident in any country or territory that is the subject of any Sanctions ("Sanctioned State"). The representations and warranties set out in this Section 2.2 will be deemed repeated by Subscriber on each day during the Subscription Term and Subscriber will promptly notify HackTheBox if becomes subject to any Sanctions or becomes located, organised or resident in any Sanctioned State and HackTheBox shall have the right to terminate this Agreement immediately, without notice and without liability to the Subscriber if HackTheBox becomes aware that this is the case.

## 3. THE SERVICES

3.1 Usage Right. Subject to payment of the Fees and your compliance with the terms of this Agreement, HackTheBox hereby grants Subscriber, a limited, non-exclusive, non-transferable and revocable right to access and use (and permit Authorised Users to access and use) the Services and the Documentation during the Subscription Term solely for your internal business purposes.

3.2 Acceptable Use. Subscriber shall use (and shall ensure that the Authorised Users use) the Services strictly in accordance with the Acceptable Use Policy located at <https://resources.hackthebox.com/hubfs/Legal/AUP.pdf> which is incorporated herein by reference and made a part of this Agreement. Subscriber shall promptly notify HackTheBox about any breach of the

Acceptable Use Policy by the Subscriber and/or any of the Authorised Users of which it becomes aware, and shall use all reasonable endeavours to remedy any such breach as soon as reasonably practicable and prevent any further breaches occurring.

3.3 Login Access to the Services. Each Authorised User must create a user-account in order to access and use the Services. User-accounts are personal and not shareable. Subscriber shall ensure that all Authorised Users keep their account login details secure at all times. Subscriber shall ensure that all Authorised Users comply with the terms of this Agreement and shall be responsible for any breach of this Agreement by an Authorised User.

3.4 Unauthorised Access. Subscriber shall take reasonable steps to prevent unauthorised access to the Services. Subscriber shall notify HackTheBox promptly about any known or suspected unauthorised access to and/or use of the Services, or any breach of its security and shall use reasonable efforts to stop such unauthorised access or breach.

3.5 Right to Suspend Services. HackTheBox may suspend access to the Services (in whole or in part) for the Subscriber and/or any or all of the Authorised Users if: (i) the Fees are not paid on the due date for payment; (ii) the Subscriber or an Authorised User is in breach of this Agreement or the Acceptable Use Policy; (iii) the Subscriber or an Authorised User is using the Services in violation of applicable laws; or (iv) HackTheBox reasonably believes in good faith that there is a threat or attack on the Services or other event that imminently threatens the security, integrity, or availability of the Services, and HackTheBox temporarily suspends the same or substantially similar access to its other substantially similarly situated customers. HackTheBox shall, wherever reasonably practicable, provide prior written notice of any Service suspension to Subscriber, and, in the event of a Service suspension pursuant to (i), (ii) or (iii), shall work

with Subscriber to remedy the violation. HackTheBox shall provide updates regarding resumption of Services following any Service suspension under (iv). Subscriber shall not be entitled to service credits under the Service Levels in respect of any Service suspension under (i), (ii) or (iii).

3.6 User Subscriptions. Unless otherwise specified in the applicable Service Order Form, (a) access to the Services is purchased as an Authorised User subscription to the Services and may be accessed by no more than the specified number of Authorised Users, (b) additional Authorised Users subscriptions may be added during the applicable Subscription Term under a Service Order Form at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the Subscription Term in effect at the time the additional Authorised User subscriptions are added, and (c) the added Authorised User subscriptions shall terminate on the same date as the pre-existing Authorised Users subscriptions.

3.7 Service Levels. HackTheBox shall provide the Services with reasonable care and skill and in accordance with the SLA. As the Subscriber's sole and exclusive remedy and HackTheBox's sole liability for breach of this section, HackTheBox shall use commercially reasonable efforts to restore the Services, and provide service credits, in accordance with the SLA.

3.8 Support. HackTheBox shall provide to the Subscriber the support set out in with the SLA

## 4. PAYMENTS, INVOICING AND TAXES

4.1 Invoices. HackTheBox shall invoice Subscriber in respect of the Fees in advance. Invoices will be addressed to the invoicing department of the Subscriber sent by e-mail in a .pdf format to the email address provided by the Subscriber.

4.2 Payment Terms. Subscriber shall pay each invoice within thirty (30) days of the date of

the invoice, without any deduction or set-off.. All sums payable under this Agreement will be paid in pounds sterling, unless the parties agree otherwise.

4.3 Interest. Without prejudice to any other rights and remedies HackTheBox may have, Subscriber shall pay to HackTheBox interest on all overdue amounts at the rate of 4% per annum above the base rate of the Bank of England. Such interest shall accrue on a daily basis from the due date until the date of actual payment and compound monthly. Subscriber will reimburse HackTheBox for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts.

4.4 Taxes. All Fees and other amounts payable by Subscriber under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Subscriber is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Subscriber hereunder, other than any taxes imposed on HackTheBox's income.

4.5 No Deductions or Setoffs. All amounts payable to HackTheBox under this Agreement shall be paid by Subscriber to HackTheBox in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable Law).

4.5 Refunds. Due to their nature, payments are generally non-refundable and any refunds or credits given will be at the sole discretion of the HackTheBox. If HackTheBox chooses to issue a refund for any reason, HackTheBox is only obligated to refund in the original currency of payment. Paid accounts which are terminated due to a violation of this Agreement will incur the loss of all payments and credits and are not eligible for refund.

## 5. INTELLECTUAL PROPERTY RIGHTS

5.1 IP Rights. The Subscriber acknowledges and agrees that HackTheBox and/or its licensors own all Intellectual Property Rights in and to the Services, the Software and the Documentation (including all improvements thereto). Except for the limited right to access and use the Services and Documentation granted under this Agreement, the Subscriber shall have no rights in or to the Services, the Software or the Documentation.

5.2 Restrictions. Except as expressly set out in this Agreement, Subscriber shall not and shall not authorise any third party to: (a) copy, attempt to copy, modify, duplicate, reproduce, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any portion of the Services, Software or Documentation (as applicable) in any form or media or by any means; (b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services, Software or Documentation; (c) access all or any part of the Services, Software or Documentation to build a product or service which competes with the Services, Software or Documentation; (d) use the Services, Software or Documentation to provide services to third parties; (e) license, sell, rent, lease transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, Software or Documentation available to any third party; (f) attempt to obtain or assist third parties in obtaining access to the Services, Software or Documentation; (g) alter the Services or the Documentation in any unauthorised way, including without limitation, delete or in any manner alter the copyright, trademark, and other proprietary rights notices and labels appearing on the Services or Documentation as delivered or made available to Subscriber or (h) use the Services, Software or Documentation in a manner that infringes

rights of HackTheBox or a third party. Subscriber acknowledges and agrees that only HackTheBox shall have the right to maintain, enhance or otherwise modify the Services, Software and Documentation. Subscriber agrees to indemnify HackTheBox from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) suffered or incurred by HackTheBox arising out of or related to any breach by the Subscriber of of this Section 5.2.

5.3 Subscriber Data. Subscriber owns all right, title, and interest in all Subscriber Data. Nothing in this Agreement shall be construed to grant HackTheBox any rights in Subscriber Data beyond those expressly provided herein. Subscriber grants HackTheBox, its Affiliates and sub-contractors the limited, non-exclusive, royalty-free, worldwide licence to view and use the Subscriber Data solely for the purpose of providing the Services.

5.4 Usage Data. HackTheBox shall be permitted to collect and use the Usage Data for its reasonable business purposes. In the event HackTheBox wishes to disclose the Usage Data or any part thereof to third parties (either during the Subscription Term or thereafter), such data shall be anonymized and/or presented in the aggregate so that it will not identify Subscriber or its Authorised Users. The foregoing shall not limit in any way HackTheBox's confidentiality obligations pursuant to section 10 below.

5.5 Feedback. If Subscriber provides HackTheBox with reports of defects in the Services or proposes or suggests any changes, modifications, or ideas (collectively "Feedback"), such Feedback shall be free from any confidentiality restrictions that might otherwise be imposed upon HackTheBox pursuant to this Agreement and may be implemented by HackTheBox in its sole discretion. Subscriber acknowledges that any services or materials incorporating any such Feedback shall be the sole and exclusive

property of HackTheBox. In any case Subscriber grants HackTheBox a worldwide, irrevocable, transferable, perpetual, royalty-free right, and licence to use and exploit such Feedback including, without limitation, the incorporation of such Feedback into HackTheBox's software and/or services, without any obligation to Subscriber.

## 6. IP INDEMNITY

6.1 IP Indemnity. HackTheBox shall, subject to Section 6.3, defend Subscriber against all third-party claims, suits and proceedings resulting from the alleged violation, misappropriation, or infringement of such third party's patent, copyright, trademark or trade secret caused by Subscriber's use of the Services in accordance with this Agreement (each a "Third Party IP Claim"), and shall indemnify Subscriber against any amounts awarded against Subscriber in judgement or settlement of a Third Party IP Claim, provided that Subscriber: (i) promptly notifies HackTheBox about each Third Party IP Claim; (ii) does not make any admission, or otherwise attempt to compromise or settle any Third Party IP Claim, and provides HackTheBox with reasonable co-operation and assistance in the defence and settlement of each Third Party IP Claim; and (iii) gives HackTheBox sole authority to defend or settle each Third Party IP Claim.

6.2 Remedies. In the defence and settlement of a Third Party IP Claim, HackTheBox may obtain for Subscriber the right to continue using the Services in the manner contemplated by this Agreement, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement forthwith by notice in writing and without liability to Subscriber other than a pro rata reimbursement of Fees relating to any unused portion of the Subscription Term. The foregoing states Subscriber's sole and

exclusive rights and remedies, and HackTheBox's entire obligations and liability, in the case of any Third Party IP Claim

6.3 Exclusions. HackTheBox shall not in any circumstances have any obligation or liability under Section 6.1 if the Third Party IP Claim arises from or relates to: (i) Subscriber's use of the Services contrary to this Agreement or any instructions given by HackTheBox (whether in the Documentation or otherwise) or in violation of applicable laws; (b) Subscriber's use of the Services after notice of the alleged or actual infringement from HackTheBox or any appropriate authority; (c) any modification, alteration or conversion of the Services by anyone other than HackTheBox (or as approved in writing by HackTheBox); (d) any combination or use of the Services with any computer hardware, software, data or service not required by the Documentation; (e) HackTheBox's compliance with specifications, requirements or requests of Subscriber; or (f) Subscriber's gross negligence or wilful misconduct

## 7. LIMITATIONS OF LIABILITY

7.1 EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND ALL OTHER TERMS OF ANY KIND WHATSOEVER IMPLIED BY STATUTE OR COMMON LAW ARE EXCLUDED FROM THIS AGREEMENT. HACKTHEBOX DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THEIR OPERATION OR USE WILL BE UNINTERRUPTED OR ERROR FREE. HACKTHEBOX DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, TITLE, NON-INTERFERENCE, OR FITNESS FOR A PARTICULAR PURPOSE.

7.2 NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE THE LIABILITY OF A PARTY: (I) FOR DEATH OR PERSONAL INJURY CAUSED BY THAT PARTY'S NEGLIGENCE; (II) FOR FRAUD OR

FRAUDULENT MISREPRESENTATION; AND (III) IN RESPECT OF THAT PARTY'S CONFIDENTIALITY AND INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE YOUR LIABILITY FOR ANY BREACH, INFRINGEMENT OR MISAPPROPRIATION OF OUR INTELLECTUAL PROPERTY RIGHTS.

7.3 SUBJECT TO SECTION 7.2, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, MISREPRESENTATION, RESTITUTION OR OTHERWISE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL LOSS, DAMAGES, COSTS, CHARGES OR EXPENSES HOWEVER ARISING UNDER THIS AGREEMENT OR ANY LOSS OF BUSINESS, REVENUE OR PROFIT, OR DEPLETION OF REPUTATION OR GOODWILL OR SIMILAR LOSSES, OR LOSS OR CORRUPTION OF DATA OR INFORMATION, OR PURE ECONOMIC LOSS HOWEVER ARISING.

7.4 SUBJECT TO SECTION 7.2, TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY'S MAXIMUM LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) MISREPRESENTATION, RESTITUTION OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL FEES ACTUALLY PAID TO HACKTHEBOX IN RESPECT OF THE SUBSCRIBER'S SUBSCRIPTION IN THE 12 MONTHS PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

7.5 SUBSCRIBER ACKNOWLEDGES AND AGREES THAT ABSENT ITS AGREEMENT TO THIS LIMITATION OF LIABILITY, HACKTHEBOX WOULD NOT PROVIDE THE SERVICE TO SUBSCRIBER.

## 8. TERMINATION

8.1 Term. This Agreement will commence on the Effective Date and shall remain in force throughout the Subscription Term unless and until terminated for cause by either Party pursuant to this Section 8.



8.2 Expiry of Subscription. This Agreement shall automatically terminate on expiry of the Subscription Term.

8.3 Termination for Cause. Without affecting any other right or remedy available to it, HackTheBox may terminate this Agreement immediately by written notice to Subscriber if: (i) the Fees are not been paid by the due date for payment and remain unpaid 14 days after the service of a written notice requiring payment to be made; (ii) Subscriber commits a material or persistent breach of this Agreement which Subscriber fails to remedy (if remediable) within 14 days after the service of a written notice requiring you to do so or (iii) the other Party (being a body corporate) has a liquidator, administrator or administrative receiver appointed over it, or a material part of its assets, or makes an arrangement or composition with its creditors, or an application to a court of competent jurisdiction for protection from its creditors, or (being an natural person) is declared bankrupt or makes an arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984, or (in either case) suffers or takes any equivalent action in any jurisdiction outside England and Wales. Upon any termination for cause by Subscriber, HackTheBox shall refund Subscriber any prepaid Fees covering the remainder of the Subscription Term. Upon any termination for cause by HackTheBox, Subscriber shall pay any unpaid Fees covering the remainder of the Subscription Term.

8.4 Effect of Termination. Upon the termination of this Agreement, (a) all rights and licences granted to you under it will terminate and you must cease accessing and using our Services and content immediately; (b) each Party shall within thirty (30) days after written request return or destroy any Confidential Information of the other Party within its possession or control. Subscriber acknowledges that it is responsible for exporting any Subscriber Data to which

Subscriber desires continued access after termination of this Agreement, and HackTheBox shall have no liability for any failure of Subscriber to retrieve such Subscriber Data and no obligation to store or retain any such Subscriber Data after the termination of the Agreement.

8.4 Survival. The rights and obligations under the following provisions of this Agreement will survive the termination or expiration of this Agreement: Sections 2, through 13, together with all other provisions which, by their terms, contemplate survival. In addition, all outstanding Fees and other charges under the Agreement or Service Order Form (as applicable) will become immediately due and payable and shall remain in full force and effect until they are satisfied in full.

## 9. DATA PRIVACY AND SECURITY

9.1 Personal Data Processing. Unless otherwise agreed in writing by the parties, it is agreed that HackTheBox shall process personal data according to online data processing addendum that can be found at <https://resources.hackthebox.com/hubfs/Legal/DPA.pdf>, which is incorporated herein by reference and made a part of this Agreement.

9.2 Security of Data. The parties have or shall adopt and maintain data security policies and procedures that contain organisational and technical measures appropriate to the complexity, nature, and scope of its activities, to protect Personal and Confidential Data against unauthorised access, processing, disclosure, destruction, damage, or loss.

## 10. CONFIDENTIAL INFORMATION

10.1 Neither party shall use the other party's Confidential Information or disclose such

Confidential Information to any third party in each case except as expressly permitted by this Agreement. Each party will maintain the confidentiality of all such Confidential Information in its possession or control, but in no event less than the efforts that such party ordinarily uses with respect to its own proprietary information of similar nature and importance. The foregoing obligations will not restrict either party from disclosing Confidential Information of the other party: (a) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that, to the extent it is legally permitted to do so, the party required to make such a disclosure gives reasonable notice to the other party to contest such order or requirement; and (b) on a confidential basis to its legal or financial advisors or to such of its employees, officers, partners or agents as have a reasonable need to know such Confidential Information. In addition, each party may disclose the terms and conditions of this Agreement: (a) as required under applicable securities regulations; and (b) on a confidential basis to present or future investors in, lenders to or acquirers of such party.

10.2 The receiving Party hereby acknowledges that: (i) its rights to the Confidential Information to be provided by the disclosing Party pursuant to the terms of this Agreement shall be limited to use in relation to the performance of the Agreement, and (ii) the disclosing Party may demand the destruction or return of the Confidential Information at any time upon giving written notice to the receiving Party. The receiving Party undertakes to notify the disclosing Party promptly of any unauthorised use, copying or disclosure of any of the Confidential Information of which the receiving Party becomes aware, and to provide all reasonable assistance to the disclosing Party to terminate such unauthorised acts. Nothing in this Section shall prevent a Party from immediately seeking an injunction in cases where the

Party will suffer irreparable harm without entry thereof.

## 11. RESPONSIBLE BUSINESS

Responsible business. Each Party agrees: (i) to support the principles set out in the Universal Declaration of Human Rights and to commit to ensuring that all employees are treated with dignity and respect and are not subjected to demeaning conditions. (ii) to foster a culture and a workplace environment free from intimidation, threats, hostility, violence, harassment, threats of harassment, or retaliation for reporting harassment or disruptions to work performance (iii) not to use forced or involuntary labor nor demand work/service from an individual under threat or coercion and not to exploit child labor or employ any workers under the age of 15 or the minimum legal working age, whichever is greater; (iv) to foster a culture which seeks to promote equal opportunity for all and not tolerate unlawful discrimination; (v) to comply with all applicable laws and regulation regarding working conditions such as the minimum legal wage; the payment of overtime; the observation of legally mandated break and rest periods; and the health and safety of the workers in the workplace; (vi) to seek to improve energy efficiency and reduce consumption of natural resources including energy (electricity and heating), water, and fuel, as well as to using environmentally friendly innovations and practices that reduce negative environmental impacts ; to take reasonable steps to minimize emissions of greenhouse gases and hazardous pollutants; to make efforts to eliminate or reduce levels of waste generated and increase landfill diversion, reuse, and recycling; (vii) to conduct business with integrity, according to the best ethical practices and principles and to support efforts to eradicate corruption and financial crime; and (viii) not to engage in any acts prohibited by any applicable law, including

antitrust or unfair trade practice laws, which prohibit various forms of predatory, discriminatory or below-cost pricing or anticorruption and antibribery laws.

## 12. DISPUTE RESOLUTION

12.1 Dispute Resolution Procedure. The Parties shall use the following procedure to address any dispute relating to this Agreement (a "Dispute").

12.2 Negotiation. Either Party may initiate the Dispute resolution procedures by sending notice of Dispute ("Notice of Dispute") to the other Party. The Parties shall attempt to resolve the Dispute promptly through good faith negotiations including (i) timely escalation of the Dispute to executives who have authority to settle the Dispute and show they are at a higher level of management than the persons with direct responsibility for the matter, and (ii) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties shall proceed to comply with the provisions of the following subsection and submit Dispute to a court of competent jurisdiction.

12.3 Litigation, Venue and Jurisdiction. If a Dispute remains unresolved after compliance with the previous subsection either Party may then submit the Dispute to a court of competent jurisdiction as set forth in Section 13.9.

12.4 Confidentiality. All communications made during negotiations under this Section shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law (in the United Kingdom such communications shall be treated as made on a "without prejudice" basis).

12.5 Injunctive Relief. Nothing in this Section shall prevent a Party from immediately seeking an injunction in cases where the

Party will suffer irreparable harm without entry thereof.

## 13. ADDITIONAL TERMS

13.1 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/B2BT.pdf> The revised version will become effective and binding the next business day after it is posted. HackTheBox will provide Subscriber notice of this revision by email. If Subscriber does not agree with a modification to the Agreement, Subscriber must notify HackTheBox in writing within thirty (30) days after such revision notice. If Subscriber gives HackTheBox this notice, then Subscriber's subscription will continue to be governed by the terms and conditions of the Agreement prior to modification until the next renewal date, after which the amended terms will apply. However, if HackTheBox can no longer reasonably provide the subscription to Subscriber under the terms prior to modification (for example, if the modifications are required by law or result from general product changes), then the Agreement and/or affected Services will terminate upon prior notice to Subscriber and HackTheBox will promptly refund any prepaid but unused fees covering the remainder of the Subscription Term after the terminations date.

13.2 Assignment. Subscriber may not assign this Agreement, in whole or in part, to any third party. Any purported assignment in violation of this Section will be null and void.

13.3 Third Party Rights. No person that is not a party to this Agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

13.4 Waiver. Our delay or failure to exercise or enforce any right or provision in this Agreement will not prejudice or operate to waive such right or provision.

13.5 Insurance. Parties shall have in force and maintain at their own cost all applicable and appropriate insurance coverage with a reputable insurer authorised to act as such by the competent Authority.

13.6 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.

13.7 Force Majeure. HackTheBox shall not be deemed to be in breach of this Agreement for any failure or delay in performance caused by reasons beyond its reasonable control, including but not limited to acts of God, earthquakes, wars, terrorism, communication failures, strikes or shortages of materials or governmental action.

13.8 Compliance with Laws. Each party represents and warrants that it is aware of, understands and will comply with all laws and regulations applicable in the performance of this Agreement. In particular each party warrants and undertakes that, in connection with this Agreement and the performance thereof, it will comply with all applicable laws, regulations, rules and requirements relating to trade sanctions, foreign trade controls, export and re-export controls, non-proliferation, anti-terrorism and similar laws, including the ones of the U.N., E.U., U.S. UK ("Export Laws").

13.9 Governing Law; Venue. This Agreement shall be governed by and construed in

accordance with the law of England and Wales, without regard to any statutory or common-law provision pertaining to conflicts of laws. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement (including non-contractual disputes or claims).

13.10 Notices. Unless another email address is specified in writing by the parties, all notices, demands, or consents required or permitted under this Agreement shall be in writing and delivered at the following email addresses:

For HackTheBox: [legal@hackthebox.com](mailto:legal@hackthebox.com)

For Subscriber: The email provided to HackTheBox.

A notice sent by email in accordance with this Section 13.10 shall be deemed to have been received at the time of transmission of the email or, if this time is outside business hours (being 09:00 to 17:30 in the place of receipt), when business hours next resume.

This section does not apply to the service of any proceedings or other documents in any legal action.

13.11 Publicity. Neither party will make or issue any formal or informal announcement or statement to the press or any third party in connection with this Agreement without the prior written consent of the other Party.

13.12 Electronic Signature. To demonstrate your assent to this Agreement, HackTheBox may require you to click an "accept," "agree," or other assent indicator accompanying this Agreement. You understand that your activation of such an indicator will constitute your electronic signature, and you acknowledge that such electronic signature is equivalent to your handwritten signature.



**HACKTHEBOX**

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[www.hackthebox.com](http://www.hackthebox.com)

[info@hackthebox.com](mailto:info@hackthebox.com)