

TERMS AND CONDITIONS OF MARKETING PROGRAMS FOR INDIVIDUALS

You should download a copy of these terms for future reference

THESE TERMS ARE BETWEEN HACKTHEBOX AND YOU, AS A “PARTICIPANT”, AND APPLY TO YOUR PARTICIPATION IN ANY PROGRAM. BY SUBMITTING AN APPLICATION TO PARTICIPATE IN A PROGRAM, YOU CONFIRM THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE LEGALLY BOUND BY AND COMPLY WITH THESE TERMS AND ANY AND ALL RELATED PROGRAM POLICIES.

1. Definitions

1.1 The following definitions apply in these Terms:

“**HackTheBox**”, “we” and “our” means Hack The Box Ltd, a company registered in England with registered number 10826193;

“**HackTheBox Content**” means any and all of our data, images, text, links and link formats, widgets, HackTheBox Marks, marketing content, and other linking tools, application program interfaces, and other information in connection with the Program and our Services we make available to you for use in connection with a Program;

“**HackTheBox Marks**” means any and all of our names, logos, trademarks, and other brand identifiers we make available to you for use in connection with a Program as specified in the Program Policies;

“**Participant**”, “**you**” and “**your**” means the individual that has submitted an application to participate in a Program;

“**Participant Link**” means a link to HackTheBox’s website that is associated with you;

“**Partnerships Platform**” means Partnerstack or any other partnerships platform we may utilise from time to time to manage our Programs;

“**Program**” means a marketing program for individuals run by HackTheBox in respect of which these Terms apply;

“**Program Policies**” means any and all guidelines, policies and rules relating to a Program published by HackTheBox on its website or otherwise made available to you (as amended and updated from time to time);

“**Qualifying Subscriber**” means an individual subscriber (but not, for the avoidance of doubt, a business subscriber) that has not previously used any of the Services;

“**Qualifying Transaction**” means the purchase of a subscription for Services via HackTheBox’s self-service process by a Qualifying Subscriber within the period of 90 days after such Qualifying Subscriber first accessed HackTheBox’s website via the Participant Link;

“**Reward**” means any form of reward you may be eligible to earn under a Program (including, but not limited to, commission payments and/or HackTheBox “cubes”), as specified in the Program Policies;

“**Services**” means the software-as-a-service products provided by HackTheBox;

“**Terms**” means these terms and conditions for marketing programs for individuals (as amended and updated from time to time);

“**Third Party Payment Processor**” means any third party payment processor we may utilise from time to time to make Reward payments to you in connection with a Program, as specified in the Program Policies.

2. Eligibility

- 2.1 Acceptance. Your acceptance into a Program is at the sole discretion of HackTheBox, and HackTheBox may reject or deny your application for any reason. Any information collected in HackTheBox's registration or application process will be maintained by us according to our [privacy notice](#). Once you have been accepted into a Program you shall be a "Participant" and may be eligible to earn Rewards by creating, sharing, or distributing content about HackTheBox. HackTheBox may terminate your participation in a Program at any time and for any reason. Your acceptance into one Program does not confer acceptance into any other Program.
- 2.2 Compliance. You must comply with these Terms and any related Program Policies, as well as the terms and conditions of the Partnerships Platform and, if applicable, Third Party Payment Processor to participate in a Program and receive any Rewards. We may, but are not obligated to, monitor your website or marketing channels at any time to determine if you are compliance with the above.
- 2.3 Violations. If you violate these Terms, the Program Policies, or any other applicable terms and conditions, then, in addition to any other rights or remedies available to us, we reserve the right to permanently (to the extent permitted by applicable law) cease provision of any and all Rewards you may otherwise be entitled to under these Terms, without notice and without prejudice to any right to recover damages in excess of the value of such Rewards.

3. Rewards

- 3.1 Participant Links. You must not use your Participant Link on any properties or with any content that you do not own. If HackTheBox requests that you remove a Participant Link from your properties, you must comply with such request within twenty-four (24) hours. Failure to comply with such request may result in suspension or termination of your participation in the Program and/or forfeiture of Rewards, as determined by HackTheBox in its sole discretion. You must not use your Participant Link on any content that you have been paid by HackTheBox to create.
- 3.2 Eligibility for Rewards. You will only be eligible for Rewards in respect of Qualifying Transactions. You will not be eligible for Rewards in any other circumstances, including (for the avoidance of doubt) where: (a) a business subscriber or an individual subscriber who has previously used any of the Services purchases a subscription for Services after accessing HackTheBox's website via the Participant Link; (b) a Qualifying Subscriber does not complete his purchase within the period of 90 days after first accessing HackTheBox's website via the Participant Link (even if the Qualifying Subscriber later purchases a subscription directly by visiting HackTheBox's website or through another link); or (c) a Qualifying Subscriber completes his purchase through a HackTheBox account executive or other sales assisted process. Unless expressly stated otherwise in a Program Policy, you will only be eligible for Rewards in respect of a Qualifying Subscriber's initial purchase,

and you will not be eligible for Rewards in respect of any follow-on purchases or subscription renewals. You will not be eligible for Rewards in respect of transactions that are completed after your participation in the Program has expired or terminated.

- 3.3 Provision of Rewards. Rewards shall be provided according to the applicable Program Policy. In order to receive Rewards under a Program, you must have: (i) complied with these Terms and the Program Policies, as well as the terms and conditions of the Partnerships Platform and, if applicable, Third Party Payment Processor; (ii) completed all steps necessary to create your account with the Partnerships Platform and, if applicable, Third Party Payment Processor in accordance with our directions, (iii) a valid and up-to-date payment method in such accounts; and (iv) completed any and all required tax documentation that may be required in order for us or the Third Party Payment Processor to process any payments that may be owed to you.
- 3.4 Taxes. You will be responsible for paying all taxes imposed by any governmental authority on provision of the Rewards ("Taxes"), if any. If we are required to withhold any withholding or similar taxes, we will do so and will make these payments. Any withholding taxes paid by us to the tax authority will be deducted from the amount due to you, such that the amount paid to you will be net of the withholding taxes. Upon your request, we will provide you with a copy of the tax receipt or tax certificate for the withholding tax paid.
- 3.5 Administrative Fees and Transaction Costs. You will be responsible for any administrative fees charged by the Partnerships Platform and any transaction fees charged by the Third Party Payment Processor, and such fees and charges will be deducted from the amount due to you, such that the amount paid to you will net of such fees and charges.

4. Content and Participation Details

- 4.1 Authorization and Restrictions. We authorize you to market and promote HackTheBox and our Services to potential Qualifying Subscribers in accordance with these Terms. You agree you will market the Services fairly and accurately, and will not make any representations or warranties concerning us or our Services, or use any marketing content or materials that: (i) inaccurately purport to be made by HackTheBox; (ii) violate any laws or regulations; (iii) are false, misleading, or inaccurate; (iv) are offensive, obscene, or inappropriate; (v) portray HackTheBox or the Services in a disparaging manner; or (vi) violates the intellectual property rights of a third party. Further, you shall not: (a) hold yourself out as an employee or representative of HackTheBox; (b) interfere with the operation of the Program; (c) remove, obscure, or alter HackTheBox's or any third party's copyright notice, proprietary rights notices, or other notices affixed to or contained within the HackTheBox Content; (d) edit, modify, obscure, minimize or change the information contained in HackTheBox Content, including, without limitation, any product information, image, widget or default templates provided by HackTheBox; (e) use any Participant Link on any coupon deal websites and/or coupon aggregator websites; (f) take orders for the Services or otherwise act as a reseller of the Services; (g) use any name, term, or mark that is confusingly similar to the HackTheBox Marks unless approved by HackTheBox in writing; (h) use your Participant Link or HackTheBox Content in any manner that could be considered spammy; (i) use your Participant Link or HackTheBox Content in any manner or context that violates our Program Policies; or (j) engage in direct marketing of HackTheBox or our Services except where you (1) have an appropriate legal basis, as applicable, to contact such individuals; and (2) such marketing is directed to your existing clients or subscribers

to your newsletter.

- 4.2 HackTheBox Customers. Our customers are not, by virtue of your participation in a Program, your customers. As between you and us, all pricing, terms of sale, rules, policies, and operating procedures concerning customer orders, customer service, and product sales set forth on our website will apply to those customers and may be changed at any time. You will not handle or address any contacts with any of our customers, and, if contacted by any of our customers for a matter relating to interaction with HackTheBox or our Services, you will direct customers to contact marketing@hackthebox.com, or state that those customers must follow contact directions on our website to address customer service issues.
- 4.3 HackTheBox Content. To assist you in marketing and promoting the Services, we may make HackTheBox Content available to you. You may only use such HackTheBox Content in connection with marketing and promoting the Services. If we update the HackTheBox Content, you must use the updated content and promptly cease all use of the prior version.
- 4.4 Compliance. You agree to comply with all applicable laws, rules and regulations, industry best practices and standards and regulatory guidelines relating to sponsored posts and advertising copy, including but not limited to: (a) for Participants in the USA, the United States Federal Trade Commission's then-current rules and regulations applicable to online advertising generally, advertising disclosures and social media advertising, sponsorships and endorsements; and (b) for Participants in the UK, the Committee of Advertising Practice (CAP) and UK Code of Broadcast Advertising (BCAP) codes and the Competition and Markets Authority's guidance of social media endorsements. You will not misrepresent or embellish our relationship with you (including by expressing or implying that we support, sponsor, or endorse you), or express or imply any affiliation between us and you or any other person or entity except as expressly permitted by these Terms. You will comply with all applicable privacy laws and the terms of service of any platform or channel you use to distribute content.
- 4.5 Statement. When you post and/or distribute content about HackTheBox or our Services, you must clearly, proximately, and prominently include a statement that complies with all then-current rules and regulations applicable to advertising disclosures and social media advertising, sponsorships and endorsements, including: (a) for Participants in the USA, the then-current United States Federal Trade Commission guidelines (a helpful guide can be found here: <https://www.ftc.gov/tips-advice/business-center/guidance/disclosures-101-social-media-influencers>); and (b) for Participants in the UK, the Committee of Advertising Practice (CAP) and UK Code of Broadcast Advertising (BCAP) codes and the Competition and Markets Authority's guidance on social media endorsements.
- 4.6 Publicity. We may use your name, likeness, and public marketing content regarding our Service solely to reference you as an Participant in the Program through HackTheBox owned or operated channels, including digital channels, social media, and websites. You may revoke this grant at any time by sending an email to marketing@hackthebox.com with your notice of revocation, and we will use commercial reasonable efforts to cease new uses of such references within five business days and to update our website and social media and marketing channels to remove any past references.
- 4.7 Co-promotional Activities. Certain Programs may involve co-promotional activities. To the extent HackTheBox commits to promote or otherwise reference you or your

organization, services, or products, HackTheBox will use commercially reasonable efforts to conduct such promotional activities. To the extent such promotional activities are contingent upon your performance, including the provision of materials, deliverables, or meeting certain milestones, HackTheBox will have no obligation to conduct such promotional activities until and unless such conditions are met. HackTheBox makes no representations or warranties regarding such promotional activities, including, but not limited to, any representation or warranty of any expected revenue, publicity, or goodwill.

5. License and Ownership

- 5.1 License to HackTheBox Content and Marks. Subject to these Terms, we grant you a limited, nonexclusive, revocable, non-transferable, non-sublicensable royalty-free license to: (a) use, reproduce, distribute, perform, display and prepare derivative works of the HackTheBox Content; and (b) use and display the HackTheBox Marks for the sole purpose of promoting our Services and HackTheBox and in accordance with any branding guidelines we provide and any applicable Program Policies. All use of HackTheBox Marks (and goodwill associated therewith) inures to our benefit.
- 5.2 Ownership. You own and retain all intellectual property rights in your content, except (i) to the extent such content incorporates any HackTheBox Intellectual Property; and (ii) for the licenses granted herein. Except as expressly stated, these Terms do not grant any rights, implied or otherwise, to any intellectual property. We own and retain all intellectual property rights in our Services, HackTheBox Content, and HackTheBox Marks, including any modifications and derivative works thereto ("HackTheBox Intellectual Property"), and to the extent you create any such modifications or derivative works, you hereby assign all intellectual property rights to such modifications and derivative works to HackTheBox.
- 5.3 License to Your Content. You grant us a limited irrevocable (except as provided in Section 4.6), perpetual, worldwide, nonexclusive, transferable, and royalty-free license to copy, use, reproduce, modify, publish, post, translate, create derivative works from, distribute, transmit, and display the content you create in connection with your participation in any Program through any medium or channel, including HackTheBox-branded digital channels, social media, or websites (including re-posting or re-sharing the original content), solely to promote HackTheBox and HackTheBox's products and services.

6. Confidentiality

You will hold all information, materials or knowledge regarding us and our business, financial condition, products, programming techniques, customers, suppliers, technology or research and development that would reasonably be understood to be confidential ("Confidential Information") in strict confidence and treat that information with the same degree of care as you use in dealing with your own confidential information, but no less than a reasonable degree of care. You will only use Confidential Information in relation to the Program. If you are an organization, you may share Confidential Information with your employees or professional advisors who need to know it and if they have agreed to terms at least as protective of the Confidential Information as those in these Terms. Other than as allowed in the preceding sentence, you will not disclose or make Confidential Information available to any third-party, except as specifically authorized by us in writing.

7. Term

The term of these Terms will begin upon your registration for a Program. Either party may terminate your participation in a Program and these Terms at any time, with or without cause, by giving the other party written notice of termination. Upon termination, your rights to use any Participant Link, HackTheBox Content, and the HackTheBox Marks shall cease immediately. We may hold accrued unpaid Rewards for a reasonable period of time following termination to ensure that the correct amount is paid or otherwise provided (for example, to account for any cancellations or downgraded subscriptions).

8. Independent Contractor

You are an independent contractor and not an agent or employee of HackTheBox. You agree that you will not be entitled to any compensation, options, stock or other rights or benefits accorded to our employees.

9. Representations and Warranties

You represent, warrant, and covenant that: (a) you will participate in the Program and create, maintain, and operate your website and marketing channels in accordance with these Terms; (b) you are lawfully able to enter into this contract (e.g. you are not a minor); (c) you are not, and will not become, the subject of 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"); (d) you are not located, organized or resident in any country or territory that is the subject of any Sanctions; (e) the information you provide in connection with the Program is accurate and complete; (f) your participation in the Program will not constitute a conflict of interest or breach of any agreement, rule, guideline or policy applicable to your relationship with any previous or contemporaneous employer, academic institution, or any other party; (g) you have the full right and authority to enter into these Terms and grant the rights herein; (h) your content is free and clear of liens or other third party claims; (i) any use of your content as authorized herein will not give rise to any claims, damages, liabilities, costs and expenses (including but not limited to claims of infringement, invasion of privacy or publicity, claims for payment of any monies such as re-use fees or residuals); and (j) the consent of no other person or entity is required in connection with these Terms, your participation in the Program, or use of any of your content.

WE DO NOT MAKE ANY REPRESENTATION, WARRANTY, OR COVENANT REGARDING THE AMOUNT OF TRAFFIC OR REWARDS YOU CAN EXPECT AT ANY TIME IN CONNECTION WITH ANY PROGRAM, AND WE WILL NOT BE LIABLE FOR ANY ACTIONS YOU UNDERTAKE BASED ON YOUR EXPECTATIONS. ANY INFORMATION OR MATERIALS PROVIDED BY US (INCLUDING ANY PARTICIPANT LINK(S)) ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY. YOU ACKNOWLEDGE AND AGREE THAT PARTICIPANT LINKS MAY OPERATE ON A "LAST-CLICK" MODEL AND HACKTHEBOX IS NOT RESPONSIBLE FOR ANY PAYMENT OF FEES IN THE EVENT A CUSTOMER TRANSACTION IS NOT COMPLETED USING YOUR PARTICIPANT LINK. TO THE EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

10. Indemnification

You will defend, indemnify, and hold harmless HackTheBox, its officers, directors, employees, agents, and affiliates (“Indemnified Parties”) from and against any and all damages, liabilities, and expenses (including settlement costs and reasonable attorneys’ fees) incurred by HackTheBox arising from any third-party claims related to: (a) your breach of these Terms or applicable law or regulation; (b) your website, your content, or materials used by you in connection with any Program; and (c) your negligence or wilful misconduct. We will have the right to approve any counsel retained to defend against any claim in which HackTheBox is named a defendant, and we will not unreasonably withhold this approval. We will have the right to control and participate in the defense of any such claim concerning matters that relate to us at our expense, and you will not settle any claim without our reasonable consent. If, in our reasonable judgment, a conflict exists between the interests of us and you in such a claim, we may retain our own counsel whose reasonable fees will be paid by you.

11. Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, (A) WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES HOWEVER ARISING WHETHER OR NOT WE WERE AWARE OF THE POSSIBILITY OF THOSE DAMAGES AND DESPITE THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED IN THESE TERMS; AND (B) OUR LIABILITY ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN A PROGRAM WILL NOT EXCEED THE GREATER OF: (i) THE AMOUNT OF CASH REWARDS ACTUALLY PAID OR PAYABLE TO YOU UNDER THESE TERMS IN RESPECT OF THE APPLICABLE PROGRAM IN THE TWELVE MONTHS PRIOR TO WHEN THE APPLICABLE CLAIM AROSE; OR (ii) \$500 USD.

12. General

- 12.1 Governing Law. These Terms, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation (each a “Dispute”), shall be governed by, and construed in accordance with: (a) the laws of the State of Delaware, if Participant resides or is incorporated or organized in the United States, Canada, or otherwise in the Americas; or (b) the laws of England and Wales, if Participant resides or is incorporated or organized in any other jurisdiction; in each case without regards to conflicts of laws principles
- 12.2 Arbitration. Any Dispute will be settled exclusively through binding arbitration administered: (a) in New York, NY by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures (and in accordance with the Expedited Procedures in those Rules) if Participant resides or is incorporated or organized in the United States, Canada, or otherwise in the Americas; or (b) in London by The London Court of International Arbitration (LCIA) pursuant to the LCIA Rules if Participant resides or is incorporated or organized in any other jurisdiction. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Notwithstanding the foregoing, HackTheBox may seek injunctive or other equitable relief from any court having jurisdiction for any alleged or threatened misappropriation of intellectual property rights or breach of confidentiality. The prevailing party in any dispute hereunder will be entitled to recover its reasonable attorney’s fees and costs. THE PARTIES HERETO EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY AND ANY RIGHT TO PARTICIPATE IN CLASS-ACTION PROCEEDINGS.
- 12.3 Notices. Notices may be sent to you at the email address you used to sign up for the

Program. Notices to us must be sent to our registered office address, attn: Legal. Notices are deemed given when received.

- 12.4 Amendment. We may modify all or any part of these Terms from time to time by posting a revised version (“New Terms”) on our website. from time to time, in which case the New Terms will supersede the prior version. Your continued participation in a Program following the effective date of any such modification may be relied upon by HackTheBox as your consent to any such modifications.
- 12.5 No Assignment. You may not assign these Terms, by operation of law or otherwise, without our prior written approval. Subject to that restriction, these Terms will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns.
- 12.6 General. These Terms supersede any prior agreements or understandings between the parties regarding the subject matter hereunder. These Terms, including all Program Policies, constitute the entire agreement between the parties related to this subject matter. Unenforceable provisions will be modified to reflect the parties’ intention and only to the extent necessary to make them enforceable, and the remaining provisions of these Terms will remain in full effect. A waiver of any default is not a waiver of any subsequent default. There are no third-party beneficiaries to these Terms.
- 12.7 Survival. All Sections in these Terms which are either expressed to survive or which are by implication intended to survive termination or expiration of these Terms shall continue to survive notwithstanding termination or expiration of these Terms.