

# THE FINE PRINT, because we all have to play by the rules sometimes.

CYBERESCAPEROOM.CO | INFO@CYBERESCAPEROOM.CO

Last Updated: 11 March 2025

**1. Introduction** Welcome to The Cyber Escape Room Co., operated by Capture the Talent Ltd. ("we," "us," or "our"). These Terms and Conditions ("Terms") govern your access to and use of our cybersecurity awareness training services, including but not limited to:

- In-person cyber escape room activities
- Online capture the flag events
- Digital security awareness training
- Incident Response workshops

By engaging our services, you ("Client," "you," or "your") agree to comply with and be bound by these Terms.

# 2. Services

We currently offer the following Services:

- In-Person Cyber Escape Room Activities
- Online Capture the Flag Events
- Digital Security Awareness Training
- Incident response workshops
- Security awareness consulting

# 3. Eligibility

Our services are intended for businesses. By engaging our services, you confirm that you:

- Are acting on behalf of a business entity
- Have the authority to bind that entity to these Terms

# 4. Orders and Payment

# 4.1. Orders

- Orders are confirmed upon receipt of a valid purchase order from you.
- All orders are subject to acceptance by us.

# 4.2. Payment Terms

- **Upfront Payment:** Payment is required upfront unless otherwise agreed in writing.
- Invoices: Issued upon receipt of your purchase order.
- **Payment Deadline:** Payment is due within 14 days from the invoice date unless otherwise agreed.
- **Methods of Payment:** We accept bank transfer and other methods specified on the invoice.
- **Expenses:** Expenses are excluded as standard and will be billed at cost. Mileage is billed at 45p per mile.
- Late Payment Interest: We reserve the right to charge statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998.

# 5. Shipping and Delivery

# 5.1. Self-Hosted Events

• Kit Delivery: We will ship the necessary equipment ("Kit") to you for a specified time.

- **Delivery Costs:** We cover the cost of delivery to your specified address.
- **Return Shipping:** We cover return shipping if you request it; otherwise, you must return the Kit at your expense.

# 5.2. Client Responsibilities

- Care of Kit: You must look after the Kit and keep it in good condition.
- **Timely Return:** The Kit must be returned on or before the agreed return date.
- Notification of Issues: You must notify us immediately of any damage or loss.

# 6. Client Obligations

By using our Services, you agree to:

- Handle all equipment with care
- Complete a test run before conducting an event (if applicable)
- Comply with all applicable laws
- Refrain from prohibited activities (see Section 9.2)

# 7. Cancellation and Refund Policy

# 7.1. Cancellation

- Notice Period: Cancellations must be made at least two (2) weeks before the event.
- Late Cancellation Fee: Cancellations less than 2 weeks before incur a 50% fee.
- How to Cancel: Submit cancellations in writing via email to help@cyberescaperoom.co.

# 7.2. Rescheduling

- **Rescheduling Fee:** No fee for rescheduling an event.
- Notice: Please provide at least two (2) weeks' notice.

# 7.3. Refunds

- No refunds for event or equipment hires.
- No refunds for digital services under any circumstances.

# 8. Warranties and Guarantees

- Equipment Guarantee: All equipment is tested and in good working order before dispatch.
- Service Commitment: We commit to delivering our services as described.
- No Additional Warranties: Other than stated above, we make no further warranties.

# 9. Intellectual Property

# 9.1. Ownership

All content, materials, and equipment are protected under UK copyright laws and remain our exclusive property.

# 9.2. Prohibited Activities

You are expressly prohibited from:

- Copying content or materials
- Replicating our escape room designs
- Using our materials for commercial gain without permission
- Reselling or repackaging our products or services
- Sharing clues, hints, or solutions publicly

# **10. Limitations of Liability**

We are not liable for:

- Network issues when using our hardware
- Connecting our equipment to your corporate network (use guest Wi-Fi only)
- Loss of profits, data, or goodwill
- We are only liable up to the total fees you paid for the service in question, except in cases of gross negligence or wilful misconduct.

# **11. Data Protection and GDPR Compliance**

# 11.1. Data Collection

- We collect and process personal data (such as names, email addresses, and delivery addresses) only as necessary to deliver our services.
- Personal data will be retained no longer than necessary and destroyed upon request or after the completion of services.

# 11.2. Data Eradication

- You have the right to request the complete deletion of your personal data from our systems.
- Data erasure will be carried out within 30 days of your request, except where we are legally required to retain it.

# 11.3. Data Security

- We implement reasonable technical and organisational measures to protect personal data.
- However, we are not liable for any data breach caused by third-party platforms or unauthorised access beyond our control.

# 12. Dispute Resolution

- **Mediation:** Disputes will first be referred to the Centre for Effective Dispute Resolution (CEDR).
- Good Faith Effort: Both parties must try to resolve disputes before litigation.

# 13. Governing Law

These Terms are governed by the laws of England and Wales.

#### 14. Force Majeure

We are not liable for events beyond our control, including:

- Acts of God
- War
- Pandemics
- Governmental actions
- Natural disasters

# **15. Modification of Terms**

- Right to Modify: We may update these Terms at any time.
- Notification: We will notify you via email at least 30 days before changes take effect.
- Your Acceptance: Continued use of the Services after changes means you accept the revised Terms.

# 16. Severability

If any provision is invalid, the rest of the Terms remain in effect.

# **17. Entire Agreement**

These Terms supersede all prior agreements.

# 18. Termination

# 18.1. Termination by Us

We may suspend or terminate services immediately if you breach these Terms.

# 18.2. Termination by You

You may terminate the agreement if we materially breach the Terms and fail to fix it within 30 days.

# 18.3. Effects of Termination

- You must cease all use of our Services and return all equipment.
- Intellectual Property, Limitations of Liability, Governing Law, and Dispute Resolution will survive termination.

# 19. User Obligations

- Use services for their intended purpose
- Avoid disruptive actions that harm our Services or reputation
- Follow all applicable laws