

# GENERAL TERMS AND CONDITIONS

*Last Updated: 25 November 2025*

## 1 INTRODUCTION

Welcome to The Cyber Escape Room Co. We're excited you're here and looking forward to working with you! These Terms and Conditions ("Terms") explain how we work, what you can expect from us, and what we expect from you when using our services.

**Important:** These Terms do not cover our vishing simulation services via our CTRL+Vish. The vishing services are governed by a separate set of terms and conditions, which are available on request. Additional Addenda apply for SPACE\_ and Third-Party Services. These Addenda can be found at the end of these Terms.

By booking or using our services, you're agreeing to these Terms, so please read them carefully. If there's anything unclear, you can always reach us at [legal@cyberescaperoom.co](mailto:legal@cyberescaperoom.co).

**You and The Cyber Escape Room Co.:** When we say 'you' or 'your', we mean both you and any entity or firm you're authorised to represent. When we say 'The Cyber Escape Room Co', 'we', 'our' or 'us', we're talking about The Cyber Escape Room Co Ltd. (Queensgate House, 23 North Park Road, Harrogate, HG1 5PD), the entity you contract with and pay fees to in order to use our services.

## 2 OUR SERVICES

We create hands-on, engaging cybersecurity awareness experiences. The services covered by these General Terms ("Services") include:

### 2.1 PHYSICAL SERVICES

In-person cyber escape room activities, on-site facilitation, kit hire, and other physical training formats delivered through our ESC brand ("Physical Services").

### 2.2 DIGITAL SERVICES

Digital cyber missions and interactive security awareness experiences delivered through our SHIFT platform ("Digital Services").

### 2.3 LARGE-SCALE INSTALLATIONS

Immersive builds, event activations, and experiential installations delivered under our SPACE\_ brand ("Installation Services"). These are governed by an additional SPACE\_ Addendum, provided where applicable.

### 2.4 THIRD-PARTY SERVICES

Some offerings include or integrate with third-party products and platforms ("Third-Party Services"), including but not limited to:

- CMD facilitated breach response workshops, tabletop-style exercises and scenario-led awareness sessions delivered under our CMD brand.
- Secolve OT Security Awareness Platform
- GoldPhish Security Awareness Platform

Where your Proposal includes Third-Party Services, you must comply with the additional terms listed in our Third Party Services Addendum.

Together, these form the "Services" covered in this Agreement. We may update or add to these services from time to time, and we'll let you know if anything significant changes.

## 3 DIGITAL SERVICES (SHIFT SAAS PLATFORM)

This section applies when you access SHIFT, our digital escape room platform (the "Digital Services").

### 3.1 ACCOUNT SETUP AND ACCESS

When you sign up to use the Digital Services, you will need to create an account on our platform. You must take reasonable precautions to safeguard your account credentials. You can invite other users to join your Account so that they can access the Digital Services to complete training. You are responsible for all conduct by your Users when they are using the Digital Services, our platform and any associated materials. You must immediately notify us if you believe or reasonably suspect that there has been any unauthorised access to, or use of, your account or the Digital Services or materials (by your Users or otherwise).

## 3.2 PROPER USE OF THE PLATFORM

This section is really important. While we want you to enjoy our services, we also need to set some boundaries.

- You must only use the Digital Services and any associated materials for your own internal training purposes, and must ensure that your Users do the same.
- You must give us the names and email addresses of employees wishing to use the Digital Services.
- You and your Users must not, and must not attempt to: (a) give access to the Digital Services or materials to any third party, (b) de-compile, reverse engineer, or access the source code for the Digital Services, (c) bypass any security or usage controls in the Digital Services, (d) disrupt or render unavailable the Digital Services, (e) upload any malicious or harmful code to the Digital Services, (f) upload any unlawful or offensive content to the Digital Services, (g) use the Digital Services for any unlawful purpose, or (h) use the Digital Services or materials to create a new product or service.
- You must comply with all legal requirements and relevant guidelines when using our Digital Services. This includes laws relating to your role as an employer, cyber security and use and protection of data.
- You must not modify any part of the Digital Services or materials, including our standard templates or documentation, without prior written approval.

If we reasonably believe that you or your Users are misusing the Platform, we reserve the right to suspend or terminate access without refund.

## 3.3 PAYMENT AND ACCESS TERMS

The fees for the Digital Services (together the "Fees") are as set out on your Proposal. We may increase our Fees from time to time which will apply to any future Proposals. The Fees are exclusive of taxes (like VAT), which we will charge you where applicable.

Access to the Platform may be provided on either (a) a subscription basis (recurring), or (b) a fixed-term, one-off licence (single event or project). The access model and duration will be confirmed in your Proposal.

We will issue you an invoice for the Fees and any VAT at the start of your subscription term, and 30 days before the renewal date of your subscription term where applicable. All invoiced amounts are payable to our nominated account within 14 days of the date of the invoice. If we do not receive payment by the due date, we may suspend your access to the Digital Services.

If you believe that we have overcharged you, then you must immediately contact us at [finance@cyberescaperoom.co](mailto:finance@cyberescaperoom.co) providing details of the disputed amount, and no later than 7 days after the disputed amount was charged (or invoiced). We will attempt to resolve any genuine payment disputes with you in good faith. If we are satisfied that we have overcharged you, then we will apply the overcharged amount as a credit on your next billing cycle or apply a credit to your account for future purchases.

## 3.4 ONBOARDING SUPPORT

We are here to help you get set up on our platform. On request, we will provide a reasonable amount of onboarding support to assist you in setting up and using the platform, at no additional cost. This support may be provided remotely. This support is separate to our Digital Services or any consultation on how to implement or manage your own cyber security processes or training programmes.

## 3.5 SERVICE UPDATES AND CHANGES

We may improve, update, or remove features from our Digital Services from time to time. If we do many changes that significantly affect your use of the Digital Services, we will give you reasonable advance notice.

## 3.6 DATA HANDLING FOR SHIFT DIGITAL PLATFORM

In order to deliver insights via dashboards, we also collect and process performance-related data from your authorised users. This includes metrics such as time taken to complete challenges, number of attempts, progress through scenarios, and similar activity data ("Performance Data").

We don't process any sensitive personal information outside of the name, email address and password you provide when creating accounts, and any association of Performance Data with those usernames.

Performance Data is used to provide dashboards and reporting back to you, as well as to improve and optimise our digital training experiences. We don't share your user data with third parties unless required by law, or as part of anonymised, aggregated statistics.

All data is processed in compliance with UK GDPR regulations.

## 4 PHYSICAL SERVICES

This section applies when you purchase our physical escape room services, including facilitation. ("Physical Services")

### 4.1 THE KIT

When we refer to a "Kit" in these terms, we mean any physical or digital materials we provide to deliver your escape room experience. This includes, but isn't limited to:

- Backpacks, bags and briefcases
- Locks and lockable boxes
- Documentation, printed materials, and props
- Laptops, mobile phones, and tablets
- USB drives or other storage devices
- Any associated websites, social media accounts, or other digital resources provided as part of the experience

All Kits remain the property of The Cyber Escape Room Co. unless explicitly agreed otherwise in writing.

### 4.2 ORDERS

Your booking is only confirmed once we have received a valid purchase order and we have accepted it. If you need to add extra services or equipment later, we will create a separate Proposal.

If you have pre-selected dates for your event or kit hire, these will only be confirmed on receipt of a purchase order. Until then, those dates will remain provisional, and we may release them if another confirmed booking is received.

### 4.3 FEES & PAYMENT TERMS

The Fees for the physical escape room services are as set out in your Proposal. We may increase our Fees from time to time which will apply to any future Proposals. The Fees are exclusive of taxes (like VAT), which we will charge you where applicable. We will issue you an invoice for the Fees and any VAT when we receive your purchase order. All invoiced amounts are payable to our nominated account within 14 days of the date of the invoice. If we do not receive payment by the due date, we may suspend your order.

Our Fees typically include any shipping fees and, where applicable, travel costs for on-site travel, unless we have agreed otherwise in writing. Additionally, where paying via corporate credit card, we may charge you a credit card processing fee which will be determined on your invoice.

If you believe that we have overcharged you, then you must immediately contact us at [finance@cyberescaperoom.co](mailto:finance@cyberescaperoom.co) providing details of the disputed amount, and no later than 7 days after the disputed amount was charged (or invoiced). We will attempt to resolve any genuine payment disputes with you in good faith. If we are satisfied that we have overcharged you, then we will apply the overcharged amount as a credit on your account for future purchases.

### 4.4 SHIPPING & DELIVERY

If your service involves any physical equipment ("Kit"), we'll arrange delivery and collection of the Kit for the agreed rental period. Delivery costs are included in your Proposal unless stated otherwise.

### 4.5 YOUR RESPONSIBILITIES

This section is really important. While we want you to enjoy our services, we also need to set some boundaries.

- You must only use the Kit and any associated materials for your own internal training or entertainment purposes, and must ensure that your Users do the same.
- You must handle all Kit and associated equipment with care and let us know if there are any damaged, lost or stolen items as soon as possible. Charges may apply for replacement of items if you have misused the Kit.
- Where you have no event facilitator, you should complete any required test runs of the escape room scenario to ensure you are comfortable with using the Kit
- You and your Users must not, and must not attempt to: (a) give access to the Kit or materials to any third party without our prior written consent, including not revealing any answers, clues or game logic, (b) copy, reproduce, de-compile, reverse engineer, or access any source code for the Kit, (c) bypass any security or usage controls in the Kit, (d) disrupt or render unavailable the Kit, including through changing passwords to accounts provided as part of the Kit, (e) upload any malicious or harmful code to the Kit, (f) upload any unlawful or offensive content to the Kit, (g) use the Kit for any unlawful purposes, or (h) use the Kit or materials to create a new product or service. These obligations remain in force after this Agreement ends.
- You must comply with all legal requirements and relevant guidelines when using our Kit. This includes laws relating to your role as an employer, recording of events, cyber security, and the use and protection of data.

## 4.6 RESCHEDULING, CANCELLATIONS AND REFUNDS

We understand that plans can change. If you need to reschedule or cancel your hosted event or kit hire, please email us at [info@cyberescaperoom.co](mailto:info@cyberescaperoom.co) and give us at least 15 working days' notice.

If we've already incurred any travel or shipping costs, these will not be refunded under any circumstance. If you give us less than 15 working days' notice to cancel or reschedule, we reserve the right to retain 50% of the agreed Fees.

## 5 INTELLECTUAL PROPERTY

The Digital Services and Physical Services, including Kits, are our intellectual property. Some Services may use third-party tools or software ("Background IP"). If that applies, you'll need to comply with their licencing terms too. The only rights you have to the Services and materials are those we grant you in these terms.

Provided you have paid the Fees, we grant you (and your Users) the right to use the Services and materials for the agreed period for your internal training processes. This right is personal to you – you cannot give it away or share it with anyone else. If anyone else wishes to use the Services, including other companies in your corporate group, then they will need to purchase their own subscription and / or event.

You own any data that you choose to share with us. However, you give us the right to use, copy, transmit, store, analyse and back up your data to enable us to: (a) provide the Services, (b) improve, develop, and protect our Services, (c) create new products and services, (d) communicate with you about the Services, (e) tell you about new products and services that we think may be of interest to you based on your marketing preferences. For the purposes of (c), (d) and (e) we will only use the contact details you provide to us and anonymised data, such as our anonymised reports.

## 6 CONFIDENTIAL INFORMATION

We both must protect any confidential information that we share with or receive from each other, and must not disclose this information unless required to do so for legal or regulatory reasons. If either of us receives confidential information from the other, we must continue to protect this information for 36 months after the expiry or termination of this Agreement.

## 7 DATA PROTECTION AND GDPR COMPLIANCE

We must both comply with all applicable data protection legislation governing the processing of personal data, including the GDPR (Regulation 2016/679) as imported into UK law.

When we process any of your personal data as part of the Services, we are the processor and you are the controller of such data. We only process personal data which you or your personnel choose to share with us through the Services. We process this data so we can provide you with the Services, and for other purposes listed in section 6 above.

For our Digital Services, we only process your personal data during the subscription term, and for 30 days after the end of the subscription term, after which your data will be deleted from our systems.

We will follow your instructions when processing your personal data, unless the law requires that we process your personal data in another way. We ensure that all of our personnel will respect the confidentiality of your personal data, and we have appropriate technical and organisational measures in place to protect your personal data. It is your responsibility to confirm that our security measures meet your requirements. If you are not satisfied with our security measures, then you must not use our Services. In general, all personal data will be stored in the UK or EU. If we have to transfer your personal data to another country, we will only do so where the transfer is permitted under applicable data protection law.

We may use third party sub-processors to help process your personal data, as set out on our website ([www.cyberescaperoom.co/security](http://www.cyberescaperoom.co/security)). You authorise us to use these sub-processors to process your personal data. We may update the list of sub-processors on our website from time to time. It is your responsibility to check for any updates on our website, although we will endeavour to notify you of any changes. You automatically approve any additional sub-processors unless you notify us in writing of any objections within 10 days of receiving notice of an additional sub-processor. Where you have objected to a sub-processor, we will try to continue providing the Services without the use of such sub-processor, however this may not always be possible and in those cases we may need to terminate your use of the Services.

If we receive any request or notice from an individual or a data protection authority relating to your personal data, we will promptly notify you and provide any reasonable assistance you may require to respond to that request or notice. We will also notify you without undue delay if we believe there has been a data breach affecting your personal data, and will help you to investigate the breach.

If required, we will assist you to comply with your obligations under data protection laws so long as the assistance requested is reasonable. We will let you know beforehand if we intend to charge you a fee for any assistance that you require under this section 7 (for example, if significant extra effort is required).

## **8 WARRANTIES AND DISCLAIMERS**

We both warrant that we have the authority to enter into a legal contract with each other on behalf of our respective companies. The Services and materials are made available to you "as is". We do not give any warranties except for those set out in these terms of use. All other warranties are excluded. In particular, we exclude any warranties that the Services and materials will be free of errors or defects, will be continually available, will be free of any vulnerabilities or harmful code, or will be fit for your individual business requirements.

The Services and materials are made available to you solely to assist you in training your personnel. We do not manage your cyber security training programme, and accept no responsibility for how you choose to use the Services and materials in your business. You are solely responsible for complying with the requirements of any information security certifications, standards, or frameworks relevant to your business.

## **9 LIABILITY**

If you or your Users violate these terms of use, then you must pay us for any loss or damage we suffer as a result.

If a third party claims that your use of the Services and materials infringes on their intellectual property rights, we will defend you against that claim and will cover any amounts awarded against you in judgment or settlement of that claim. However, this is conditional on you: (a) promptly telling us of the claim; (b) giving us full authority to defend or settle the claim; (c) co-operating with us to defend or settle the claim; and (d) not making any statements or admissions that might compromise our defence or settlement of the claim.

Under no circumstances will we pay you for any loss of profit, revenue, or opportunity, loss of goodwill or reputation, loss or corruption of your data, or any indirect or consequential loss you suffer arising from your use of the Services or materials. If you make a claim against us for any other types of loss, the most we will pay you is the same amount of any Fees you have paid to us under the affected Proposal in the 12 months preceding the date of your claim. However, we do not exclude or limit our liability for any death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for anything else which we cannot exclude by law.

## **10 DISPUTE RESOLUTION**

Sometimes we may not see eye to eye. If a dispute arises between us, we will both try to resolve the dispute between ourselves without going to court. If we can't resolve our differences within 30 days of the dispute arising, then either of us can take the matter to court. In some cases, we may need to go to court immediately, for example, if you do something that threatens our intellectual property rights, or if we need to recover any fees that you owe us.

## **11 OUR RELATIONSHIP**

While we love working with you, we want to be clear our relationship is that of independent contractors. We are not in any partnership, joint venture, employment or agency relationship.

Sometimes we might restructure our business or be sold to another company. In that case, we may transfer our rights and responsibilities under these terms of use to another company. Don't worry, we will let you know if this happens and it won't impact your use of the Services or materials.

These terms of use are between you and us. A third party cannot enforce these terms or claim any benefit under them.

## **12 MISCELLANEOUS**

These terms of use will be subject to English law, and any dispute concerning these terms will be heard in English courts. We may sometimes change these terms of use. But don't worry, changes won't apply retrospectively and, if we make changes, we'll make every effort to let you know. You can keep track of changes to our terms by referring to the version and the date last updated at the top of this page. Generally, we try to provide you with at least 30 days' notice of material changes before they take effect, unless we need to make immediate changes for reasons we don't have control over. When we notify you, we'll do it by email or by posting a visible notice through our services. If a change isn't material, we may not notify you. If you find a modified term unacceptable, you may terminate your subscription by giving 30 days' advance notice to us.

These terms of use cover the full agreement between us in relation to the Services, and replace anything we may have said previously which is not covered in these terms. You acknowledge that you have exercised independent judgment in choosing to accept these terms of use, and have not relied on anything we said except as set out in these terms. This does not apply if we have acted fraudulently.

If any part of these terms of use is found unenforceable, then that part shall be deleted, but the remainder of the terms of use shall continue to apply.

Sometimes, we may not enforce our rights under these terms of use straight away. This does not mean we waive those rights.

Any notices that you need to give us under these terms should be sent in writing to [info@cyberescaperoom.co](mailto:info@cyberescaperoom.co). If we need to give you a notice, we will send this to the contact details specified on your Proposal.

# SPACE\_ ADDENDUM: LARGE-SCALE INSTALLATION SERVICES

## 1 PURPOSE & SCOPE

This Addendum applies where the Client's Proposal includes any large-scale physical installation, experiential build, environment design, or event activation delivered under the "SPACE\_" brand ("Installation Services").

This Addendum supplements the General Terms and Conditions. If there is any conflict, this Addendum takes precedence for Installation Services Only

## 2 DEFINITIONS

In this Addendum:

- "Installation" means any physical structure, set piece, build, fit-out, simulation, or experiential environment delivered by us.
- "Venue" means the physical location at which the Installation will be delivered, including loading areas, storage areas, and public access zones.
- "Client Materials" means anything supplied by you (branding, staging, furniture, electrical equipment, etc.).
- "Event" means the day(s) the Installation is open to participants

## 3 ACCESS, LOAD-IN & LOAD-OUT

- You must ensure we have uninterrupted access to the Venue for the planned installation and deinstallation times.
- You are responsible for confirming loading bay access, parking, passes, lift access, and any restrictions within the Venue.
- Any delays caused by the Venue, or yourselves, may incur additional charges, including staff overtime, storage, courier costs, or additional installation days.
- We are not liable for the failure to install on time where access has been restricted, delayed, or denied.

## 4 VENUE REQUIREMENTS

- You are responsible for ensuring the Venue is safe, clean, structurally suitable, and compliant with health & safety regulations.
- We will provide RAMS and insurance documentation on request.
- If the Venue requires additional documentation, training, induction, or certification, this information must be provided to us in advance.
- Venue power requirements, lighting conditions, ceiling height restrictions, and floor loading limits must be disclosed to us at least 10 working days before installation begins.

## 5 SAFETY, SUPERVISION & CROWD MANAGEMENT

- We are responsible for the safe operation of the Installation itself.
- You are responsible for general attendee crowd management, unless otherwise agreed in writing
- You must ensure the Venue provides appropriate stewards, security, or event staff to manage queues, crowd flow, and participant safety
- We may pause or restrict access to the Installation if safety concerns arise.

## 6 DAMAGE, LOSS & RESPONSIBILITY

- You are responsible for any damage caused to the Installation by:
  - Attendees
  - Contractors
  - Venue Staff
  - Unsuitable Venue conditions (e.g. leaks, power surges, unstable flooring).
- We are responsible only for damage caused by our own personnel.
- Any costs to repair or replace damaged structures, props, or equipment (outside of reasonable wear and tear) will be charged to you at cost plus reasonable admin / handling fees.
- All Installation materials remain our property unless expressly agreed otherwise.

## 7 INSURANCE

- We maintain Public Liability Insurance for the Installation and our own personnel
- You must ensure the Venue has appropriate insurance that covers attendees, contractors, and Venue property
- We may request proof of insurance from yourselves or the Venue
- For international events, additional insurance or customs requirements may apply

## 8 EVENT DAYS & STAFFING

- We will staff the Installation as described in the Proposal
- Additional staff, extended hours, or multi-day coverage may incur additional charges
- We are not responsible for Venue staff, AV teams, electricians, rigging crews, or security unless specifically included in the Proposal

## 9 PAYMENT TERMS

Due to the fabrication, materials, logistics and advance resource commitments required for Installation Services, the following payment terms apply in place of any payment terms set out in the General Terms:

### 9.1 FULL UPFRONT PAYMENT

The total fee for Installation Services will be invoiced upon signature of the Proposal. The Client must ensure that all internal procurement processes (including, where required, issuing a purchase order) are completed before signing. Work will not begin, and dates will not be secured, until either (a) the purchase order has been received, or (b) written confirmation has been provided by the Client that no purchase order is required. Unless otherwise agreed in writing, all invoices for Installation Services are due within 14 days of the invoice date.

### 9.2 HARD COSTS

All fabrication costs, material costs, shipping, equipment hire, storage fees, non-refundable accommodation and travel, any Event-specific printed materials, and specialist subcontractor costs are non-refundable, regardless of cancellation or postponement.

### 9.3 ALTERNATIVE PAYMENT SCHEDULES

If the Client's procurement process requires an alternative payment structure, this must be agreed in writing before signing and may include milestone-based invoicing. CERCo is not required to accept milestone schedules.

### 9.4 ADDITIONAL COSTS

Additional labour, extended hours, late changes, Venue-related delays, or Client-requested modifications will be invoiced separately after the Event.

### 9.5 LATE PAYMENT

Late payment of any agreed instalment may delay installation, shipping or staffing. CERCo is not liable for late delivery caused by delayed payment.

## 10 CANCELLATIONS & DATE CHANGES

Because Installation Services involve fabrication, logistics, and booked resources, cancellation fees apply:

- More than 30 days before Event: 50% of total Installation fee
- 30 days or fewer before Event: 100% of Installation fees

Any hard costs already incurred (materials, fabrication, shipping, non-refundable hotels or travel, event-specific printing costs) are non-refundable. If the Event is postponed, we will use reasonable efforts to accommodate a new date, but additional charges may apply for already incurred hard costs and administration fees.

## 11 FAILURE OF THE VENUE OR THIRD PARTIES

We are not liable for: (a) Venue power failures; (b) internet outages; (c) Venue safety issues; (d) Venue refusal of access; (e) Third-party contractor delays; (f) Union / strike restrictions

If the Installation cannot proceed due to issues outside of our control, fees remain payable.



## **12 PHOTOGRAPHY, BRANDING & MEDIA**

We may capture photos and short video clips of the Installation and the Event for the purposes of showcasing and promoting our services, including use on social media, our website, case studies, and marketing materials.

We will avoid publishing identifiable images of individual attendees unless: (a) the image was captured in a public space event where individual consent was not required; or (b) clear permission has been obtained from the individual; or (c) you confirm that your internal policies permit such use.

Unless you notify us in writing before the Event, we will assume you have no objection to the use of non-sensitive photographs or footage of the Installation of Event for promotional purposes.

If you do wish to restrict or prohibit photography or public use of media, you must notify us in writing no later than 10 working days before the Event. We will comply with reasonable restrictions but may charge additional fees if significant operational changes are required (e.g., hiring external signage, altering staffing, or limiting certain elements of the installation).

You are responsible for informing their attendees of any photography restrictions or internal policies that apply during the Event.

Where you have requested custom branding for specific Event elements, relevant logos and content must be provided on agreed deadlines and in agreed formats.

## **13 USE OF CLIENT MATERIALS**

Any Client Materials used in the Installation are used at your own risk and we are not responsible for the loss or damage of Client Materials unless caused by our own negligence.

## **14 SUSTAINABILITY, WASTE & DISPOSAL**

We will remove our own materials after the Event. Disposal of large quantities of Client materials, Venue debris, or packaging may incur additional charges unless pre-agreed.

## **15 ENTIRE AGREEMENT**

This Addendum forms part of the Agreement solely for Installation Services. It does not apply to ESC, SHIFT, CTRL+Vish, CMD, Secolve, GoldPhish, ALT, or any other Services.

# THIRD-PARTY SERVICES ADDENDUM

## 1 PURPOSE & SCOPE

- This Addendum applies where your Proposal includes access to, or delivery of, any third-party product, platform, content, or service ("Third-Party Services")
- This Addendum supplements the General Terms & Conditions. If there is any conflict, this Addendum takes precedence for Third-Party Services only.
- For the avoidance of doubt, CTRL+Vish is a proprietary product governed by its own separate terms and is not included in this Addendum.

## 2 THIRD-PARTY PROVIDERS INCLUDED IN THIS ADDENDUM

The following Third-Party Services may be delivered through us:

- CMD - breach workshops, incident simulations, and scenario-based awareness content provided by IP Performance
- Secolve OT Security Awareness Platform - OT-specific digital training content and platform
- GoldPhish Security Awareness Platform - micro-learning, phishing simulation, and compliance content and platform

This list may be updated from time-to-time. The most current version will be published at [Third-Party Terms](#)

## 3 APPLICABLE THIRD-PARTY TERMS

You must comply with all applicable third-party terms, policies, and acceptable use rules, which are incorporated into this Agreement by reference. These include, but are not limited to:

- CMD Terms & Conditions
- CMD Acceptable Use Policy
- [Secolve Platform Terms](#)
- [Secolve SCORM Terms](#)
- [Secolve Data Processing Agreement](#)
- [GoldPhish Terms of Service](#)
- [GoldPhish Privacy Policy](#)

You are responsible for ensuring your employees, contractors, and participants comply with all such third-party terms.

## 4 DELIVERY & ACCESS

We facilitate access to Third Party-Services but we are not the provider, host, or operator of the Third-Party platforms. We will support your onboarding and configuration as laid out in the Proposal. You must ensure that any access credentials, user licences, and consumption limits (e.g. seat counts or monthly test limits) are used in accordance with the relevant third-party rules.

Third-party access may require you to provide user information (e.g. names, emails, etc.). Provision of such data is subject to the third party's privacy policies.

## 5 PERFORMANCE, AVAILABILITY & WARRANTY

Third-Party Services are provided "as is" by the relevant provider. We do not guarantee their availability, performance, uptime, translations, accuracy, or continuity. Neither are we liable for interruptions or failures caused by third-party systems, hosting, updates, outages, or security incidents.

We will pass through to you any warranties or assurances lawfully provided to us by the third-party provider. All other warranties are expressly excluded.

## 6 LIABILITY FOR THIRD-PARTY SERVICES

You acknowledge that we have no control over the operation, content, availability, or data practices of Third-Party Services. We are not liable for:

- a. Data loss, breach, or corruption occurring within a third-party services
- b. downtime, service unavailability, or feature changes;
- c. errors, bugs, or failures in third-party content;
- d. withdrawal, discontinuation, or modification of any third-party service;
- e. licensing model changes imposed by third-party providers.

Your sole remedy for issues arising from Third-Party Services lies with the relevant third-party provider.

## 7 SUSPENSION OR TERMINATION BY THIRD PARTIES

If a third-party provider suspends or terminates access due to misuse, breach of terms, or any other reason, we are not required to provide any refund or alternative service. We may suspend access where required to do by the third-party provider.

## 8 PAYMENT TERMS, FEES AND BILLING

Fees for Third-Party Services will be invoiced by us upon signature of the Proposal, unless otherwise states. You must ensure all internal procurement processes (including issuing a purchase order, where required) are completed before signing.

Work will not begin, and access to any Third-Party Services will not be provisioned, until we have received either a valid purchase order, or written confirmation from yourselves that no purchase order is required.

Unless otherwise agreed in writing, all invoices for Third-Party Services are due within 14 days of the invoice date. Third-Party Services are licences or produced by us on your behalf. Once ordered from the third-party provider, these fees are non-refundable, regardless of whether you later choose to not use the service.

Delayed payment may result in delays in provisioning, onboarding, or assigning user licences. We are not responsible for any such delays. If you delay payment past agreed terms, we may suspend access to Third-Party Services until payment is made.

Renewals, expansions, or additional licences must be paid in advance unless otherwise agreed in writing. Pricing for renewals may be subject to changes imposed by the third-party provider.

## 9 DATA PROTECTION

Third-Party Services process data in accordance with their own privacy statements and jurisdictions. We are not responsible for the third-party's data practices, security controls, or compliance. You are responsible for ensuring that the use of Third-Party Services complies with your own internal privacy, data protection, and security requirements.

## 10 UPDATES TO THIS ADDENDUM

We may update this Addendum from time to time to reflect new third-party providers, new versions of their terms, or changes in law or regulation. The latest version will always be published at <https://cyberescaperoom.co/terms/third-party>.

## 11 ENTIRE AGREEMENT

This Addendum forms part of the Agreement only to the extent that Third-Party Services are included in your Proposal. It does not apply to any ESC, SHIFT, SPACE\_, CTRL+Vish, ALT, or any of our other services unless explicitly included.