

HACKTHEBOX CONTENT SUBMISSION TERMS AND CONDITIONS

PLEASE READ CAREFULLY BEFORE SUBMITTING YOUR CONTENT

These terms and conditions constitute a legally binding agreement ("**Agreement**"), between you ("**You**") and Hack The Box Ltd, a company registered in England & Wales under company number 10826193 with offices at 38 Walton Road, Folkestone, Kent, United Kingdom, CT19 5QS ("**HTB**") regarding the submission by you of certain content to, and the potential acquisition of such content by, HTB. If You do not agree with these terms, You must not submit any Content to HTB.

1. Definitions

In these terms and conditions, the following capitalised words have the following meanings:

Content: means content to be used by HTB for, amongst other things, penetration testing and training purposes (including without limitation vulnerable virtual machines, challenges and training content), all associated information and documentation, and any and all other content submitted by You to HTB.

Derivative Works: means revisions, enhancements, elaborations and other modifications of and to the Content (and any or all of the same).

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.

Rights: means any and all Intellectual Property Rights and all other rights of any nature in and to the Content.

SOW: means the Statement of Work to be entered into between you and HTB if HTB chooses to accept your Content, which SOW (if applicable) forms part of these terms and conditions.

Website: means the Hack The Box website (www.hackthebox.eu) and all subdomains and its affiliated websites and platforms.

2. Submitting Content and Formation of Contract

- 2.1. In order to submit Content to HTB You will need to create an HTB user account. You agree that You will comply with the HTB Website Terms ("Website Terms") in your use of the Website and creation and use of your account. For the avoidance of doubt, if there is any conflict between the Website Terms and this Agreement then the terms in this Agreement will prevail.
- 2.2. The process and requirements for submission and evaluation of Content is set out on the applicable pages of the Website, accessible once You have logged in to your account. The facility for You to submit your Content for potential acquisition by HTB constitutes an offer by HTB to You. Hitting the 'Submit' link or submitting Your Content to HTB in any other previously agreed way, means your Content will be made available to HTB and accordingly such submission of Content by You constitutes your acceptance of such offer from HTB.

- 2.3. Following submission of the Content You understand and agree that:
 - (a) HTB may accept or reject Content at its sole discretion;
 - (b) HTB has the right to test and inspect the Content for compliance with HTB's requirements and may request modifications in the Content, which modifications You agree to perform at your cost;
 - (c) The evaluation of your Content's quality, difficulty and complexity is at HTB's sole discretion; and
 - (d) submission of Content does not imply acceptance by HTB to acquire the Content.
- 2.4. Following evaluation of the Content, if HTB decides to accept and acquire your Content then in addition to these terms and conditions You will be required to sign a SOW which will be provided by HTB, in which you agree to assign all rights in the Content to HTB.
- 2.5. Until such time as HTB has notified you of its intention to accept or reject your Content, You agree that You will neither use such Content in any other manner or for any other purpose, nor permit any third party to do so.
- 2.6. If HTB notifies You that it has rejected the Content then You are free to use that Content without further obligation to HTB, subject only to any continuing obligations under the HTB Website Terms.

3. Ownership of the Content

- 3.1. By submitting Content to HTB, you grant to HTB an exclusive, royalty-free, irrevocable worldwide license to make use of the Content for the purposes of evaluating that Content for potential use and acquisition by HTB.
- 3.2. You agree and acknowledge that if HTB accepts the Content then upon completion of the SOW, HTB's ownership of the Rights in and to the Content is absolute and worldwide, and that HTB shall have the right to transfer, sell, assign, license and otherwise exploit the Content and any Derivative Works, in any style, manner, medium or format. The sole consideration paid by HTB for the transfer of those rights hereunder shall be the monetary payment made by HTB to You as set out in the SOW.
- 3.3. If HTB accepts the Content then you agree that HTB will become owner of that Content and all Rights, and accordingly you acknowledge that by submitting Content to HTB you will be obliged to sign a SOW and assign the Rights to HTB upon demand.
- 3.4. If HTB accepts the Content, HTB reserves the sole and absolute right: (i) to publish or not to publish the Content, in whole or in part; (ii) to publish any Derivative Works in whole or in part and (iii) to make such changes, alterations, deletions or corrections to the Content as it deems appropriate.
- 3.5. You, being the sole author of the Content, irrevocably waive and agree not to assert your moral rights arising under the Copyright, Designs and Patents Act 1988 in relation to the Content and, so far as is legally possible, any broadly equivalent rights You may have in any territory of the world. To the extent that You are not the sole author of the Content, you shall prior to submitting the Content obtain from all joint or co-authors a waiver of all their moral rights and will provide a copy of the same to HTB upon request.

4. Payment

- 4.1. If HTB accepts the Content, then subject to completion and signature of the SOW HTB will pay You the fees ("Fees") in the agreed upon currency in accordance with the timelines specified in the Website and as set out in the relevant fully executed SOW, as full and final compensation for HTB's purchase of your Content and any and all Rights granted to HTB. You acknowledge that such compensation is fair and adequate compensation for the purchase of Your Content.

- 4.2. HTB shall not be responsible for any kind of taxes arising from payment to or receipt by you of the Fees or for the withholding and/or payment of any kind of income and other payroll taxes, workers' compensation, benefits or other legal requirements applicable to You.
- 4.3. You will comply with all reasonable invoicing procedures communicated by HTB in respect of payment of any Fees and shall promptly provide all requested paperwork and documentation for this purpose.
- 4.4. All payments made by HTB under this Agreement are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by You, HTB shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply, provided that You shall have delivered a valid VAT invoice in respect of such VAT to HTB.

5. Warranties

- 5.1. You represent and warrant that:
 - (a) You are eighteen (18) years of age or older and have full authority and capacity to enter into this Agreement;
 - (b) You are the sole legal and beneficial owner of, and own all the rights and interests in the Content;
 - (c) You have not licensed or assigned to any third party any rights in or to the Content or any part of it;
 - (d) the Content is free from any security interest, option, mortgage, charge or lien;
 - (e) You are unaware of any infringement or likely infringement by any third party of any of the Rights;
 - (f) as far as You are aware, all the Rights are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Rights;
 - (g) exploitation of the Rights will not infringe the intellectual property rights or interests of any third party;
 - (h) submission of the Content by You, and any subsequent use by HTB, will not infringe any intellectual property rights, confidential information or non-compete terms within any agreement between You and any other third party;
 - (i) the Content is Your original work and has not been copied wholly or substantially from any other source;
 - (j) the Content will not contain any material that is considered defamatory, libellous, obscene, offensive, or otherwise illegal under any applicable laws;
 - (k) the Content will not contain any harmful software, files, scripts, agents or programs that may interfere with or disrupt the integrity or performance of, or attempt to gain unauthorized access to, and in general affect in any way HTB's Website, services, the data contained therein, HTB's related systems or networks, or the systems or networks and the data of a third party; and
 - (l) until such time as HTB notifies you that it has rejected the Content (if at all), You will not develop, sell or market any identical or sufficiently identical Content or Derivative Works based on or using any of the Content for or to any third party.

6. Indemnity

- 6.1. You shall indemnify HTB, its officers, employees and agents against all liabilities, costs, expenses, damages and losses including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by HTB arising out of or in connection with: (a) any breach by You of the warranties contained in

clause 4; (b) the enforcement of any terms of this Agreement; (c) any taxes or other payments owed by You to any governmental or similar agency as a result your submission of the Content to HTB hereunder, any compensation owed to any of your employees or subcontractors in relation to submission of the Content, or any determination that you are not an independent contractor; (d) any claim by a third party that the Content provided hereunder infringes any Intellectual Property Right or any other right of any third party; or (e) any breach by You of any applicable laws.

- 6.2. You shall as soon as reasonably practicable, give written notice to HTB of any actual, threatened or suspected claim, allegation or other form of notification that the Content infringes the rights of any third party, specifying the nature of the claim in reasonable detail, and You shall not make any admission of liability, agreement or compromise in relation to any such claim, allegation or notification without the prior written consent of HTB.
- 6.3. At the request of HTB and at your own expense, You shall provide all reasonable assistance to enable HTB to resist any claim, action or proceedings brought against HTB as a consequence of your submission of the Content hereunder.
- 6.4. This indemnity shall apply whether or not You have been negligent or you are at fault.
- 6.5. If a payment due from HTB under this clause is subject to tax (whether by way of direct assessment or withholding at its source), HTB shall be entitled to receive from You such amounts as shall ensure that the net receipt, after tax, to HTB in respect of the payment is the same as it would have been were the payment not subject to tax.

7. Further assurance

- 7.1. At Your own expense You shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required by HTB for the purpose of giving full effect to this Agreement , including without limitation assisting HTB, in the event that they accept the Content, in obtaining, defending and enforcing the Rights, and assisting with any other proceedings which may be brought by or against HTB against or by any third party relating to the Rights.
- 7.2. In the event You are in breach of the warranty at clause 5.1(a) You undertake to ratify and confirm everything that HTB does or arranges or purports to do or arranges in good faith in exercise of any power granted under this clause upon reaching the age of majority.

8. Confidentiality

- 8.1. In the course of submitting Content hereunder, you may have access to confidential and proprietary information and materials of HTB or its clients, which may include (without limitation) user data, information related to past, present or future research, development or business affairs, any proprietary products, materials or methodologies, or any other information made available to you through your use of the Website ("Confidential Information").
- 8.2. Confidential Information shall be held in confidence and shall not be used or disclosed by You to any third party without HTB's prior written consent, except if required by law. No rights or licenses are granted or implied by any disclosure of Confidential Information.
- 8.3. On HTB's written request, You shall return to HTB or destroy any and all Confidential Information. This clause shall survive expiration or termination of this Agreement.

9. General

- 9.1. The relationship of You to HTB will be that of independent contractor and nothing in this Agreement shall render You an employee, worker, agent or partner of HTB or part of a joint venture and You shall not hold Yourself out as such.
- 9.2. This Agreement shall be binding on and shall inure to the benefit of each party, its successors, and assigns. HTB may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement. You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of your rights and obligations under this Agreement.
- 9.3. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 9.4. Save as otherwise set out in this Agreement and any relevant SOW, this Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 9.5. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 9.6. No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 9.7. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 9.8. This Agreement does not give rise to any rights of any third party under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 9.9. This Agreement 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 shall be governed by and construed in accordance with the law of England and Wales.
- 9.10. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.