

LBUEL Hacktivity Cyber Security Labs "Hacktivity"

Terms of Use (Software-as-a-Service (SAAS))

Please read these terms carefully

These terms, together with the [cookies policy](#), data protection policy, and other such policies available on the Hacktivity platform and as updated from time to time, form the basis of your agreement with LBUEL.

By registering an account and accessing Hacktivity, you:

- agree to these terms in full and these terms will bind you from the date of acceptance; and
- consent to our use of any personal data in accordance with our [privacy policy](#).

We recommend that you print a copy of these terms for future reference. Note that some terms will apply only where you are granted access via an Organisation, and some will apply if you are contracting with us directly.

If you do not agree to these terms, you must not use, or stop using, Hacktivity immediately. Note that continued use of Hacktivity will be deemed as acceptance of these terms.

Your rights and our obligations to you will differ depending on whether you are granted access to Hacktivity via LBUEL directly, or via an Overarching Agreement between LBUEL and a third party Organisation. The differing rights and obligations are set out below, in the following separate sections:

- **Section A:** contains the conditions that will apply to **all users** of Hacktivity.
- **Section B:** contains the conditions that will apply to access granted to Hacktivity **via an Organisation** under an Overarching Agreement and should be read in conjunction with Section A (e.g. university students, staff and guest users).
- **Section C:** contains the conditions that will apply to access granted to Hacktivity that is on an individual basis and **not via an Organisation** (the individual is a consumer) and should be read in conjunction with Section A.

When registering an organisation or purchasing an organisation subscription, you are additionally entering into the [ORGANISATION SAAS AGREEMENT](#) including the Commercial Terms.

SECTION A

1 General Information

1.1 **Who we are.** We, Leeds Beckett University Enterprises Limited (**LBUEL**), with company number 02369724 and with our registered office at the Rose Bowl, Portland Crescent, Leeds, England, LS1 3HB, provide Hacktivity as software-as-a-service to you from the date of your acceptance of these terms, to access the Hacktivity platform and any updates or supplements to it as permitted in these terms a non-exclusive, non-transferable, revokable, conditional, non-sublicensable basis.

1.2 **What these terms do.** The purpose of these terms is to ensure that:

- 1.2.1 you are informed about the applicability of policies and laws for the use of electronic information and communication services within Hacktivity;
- 1.2.2 Hacktivity is used in compliance with these terms, additional policies and all applicable laws; and

- 1.2.3 disruptions to Hacktivity and LBUEL services and activities dependent on them are minimised.

2 The Platform

2.1 Hacktivity

- 2.1.1 Hacktivity Cyber Security Labs ("**Hacktivity**") is an online platform available at hacktivity.leedsbeckett.ac.uk (as may be updated or amended during the term of this agreement) provided to customers for cyber security hacking challenges and education purposes. Hacktivity incorporates unique techniques, software, and content for generating randomised hacking challenges and for hosting cyber security education and competitions. It provides a remotely accessible lab environment, with safely isolated networking, enabling hands-on offensive security hacking challenges.
- 2.1.2 The backend SecGen framework of Hacktivity generates Virtual Machines ("**VMs**") based on a modular code-based specification, including randomisation of challenges and content, with unique benefits for capture the flag hacking events and learning cyber security.
- 2.1.3 Hacktivity provides a virtual learning environment with remote access to VMs that provide individualised security and hacking challenges and environments to each user (of any type).
- 2.1.4 Any samples, drawings, descriptive matter or advertising issued by LBUEL or its group companies, are issued or published for the sole purpose of giving an approximate idea of Hacktivity described in them. They shall not form part of the agreement or have any contractual force.
- 2.1.5 All subscription plans shall be based on a subscription basis, so that the subscription shall run for a set period (e.g. a month or year) and then renew on the relevant terms.

3 Your usage

3.1 Your use of Hacktivity

- 3.1.1 The use of Hacktivity and related facilities or services is limited to users who have agreed to abide by these terms. Access and use of each subscription plan will be subject to these Terms of Use, membership tier, any contact with LBUEL, any paid subscription plans and/or any relevant Overarching Agreement (with your Organisation).
- 3.1.2 Hacktivity enforces quotas and rate limiting, based on factors such as membership tiers (if applicable). These restrictions are designed to ensure management of our server resources. The details of quotas and limits are subject to change.
- 3.1.3 Users are as follows:
 - 3.1.3.1 **Leeds Beckett University student(s).** Students of Leeds Beckett University are permitted access to Hacktivity in accordance with these terms. The student(s) shall be additionally subject to their contract with Leeds Beckett University and any additional requirements as notified LBUEL and/or Leeds Beckett University from time to time. Leeds Beckett University Students may occasionally be granted and/or provided access to internet connected networks from within the lab infrastructure that external users are not permitted access to.
 - 3.1.3.2 **User(s) on paid subscription plans.** Users are permitted access to Hacktivity in accordance with these terms and any relevant Overarching Agreement (if applicable). Users may access to content, features, and

quotas apply based on the specifics the User's active membership tier and subscription plan. This will include where the individual is accessing as a consumer, and/or where the user is accessing the subscription through an organisation.

3.1.3.3 **Guest user(s).** Guest users are permitted access to Hacktivity in accordance with these terms and the relevant Overarching Agreement (if applicable) but such access may be subject to a free trial period and/or more restrictive access to content, features, and quotas than other Users or Staff (VIP) Users.

3.1.3.4 **Staff (VIP) User(s).** Staff (VIP) Users (that shall include any account managers for the purposes of these terms) are permitted access to Hacktivity in accordance with these terms and the relevant Overarching Agreement (if applicable). Staff (VIP) Users can download and access scores, monitor performance, and access Users' VMs (subject to admin rights) to provide supervisory support and assistance to Users. Staff (VIP) Users have their access scoped to Users only within their Organisation and LBUEL staff may additionally have supervisory access to other Users. Each Staff (VIP) User shall, use the VIP features (such as VM access, download of scores, views of results) for the sole purpose of providing support and educational training to the relevant Users. Staff (VIP) Users shall not provide or delegate additional administrative rights to any other User. The passwords provided to Staff (VIP) Users for accessing the relevant Users' VMs shall not be shared, and these passwords are solely provided for the purpose of providing technical assistance by remotely administering systems.

3.1.4 Together, unless specified otherwise, each of the Leeds Beckett University student(s); User(s) on paid subscription plans; Guest user(s); and, Staff (VIP) User(s), are referred to in these terms as the "**users**".

3.2 **Your obligations.** No matter what type of user you are, you must:

3.2.1 be **18 or over** to accept these terms, purchase subscription plans or use Hacktivity;

3.2.2 **not transfer your use of or access to Hacktivity** to someone else, whether for money, for anything else or for free; and

3.2.3 confirm that you are an **individual**.

4 Your Data and Privacy

4.1 **Your privacy.** We only use any personal data we collect through your use of Hacktivity in the ways set out in our privacy statement and [data policy](#). It is likely that this personal data will include each user's name, student ID, IP address, email address, job title, results and achievements obtained via the platform. Please be aware that internet transmissions are never completely private or secure and that any message or information you send using Hacktivity may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

4.2 **Online payment processing.** Payment processing is handled by a third party provider. Where payment is processed, any applicable personal data will be processed in accordance with the relevant third party privacy polic(y/ies) and we recommend you read such privacy polices in full prior to making payment.

4.3 **We may collect technical data about your device.** By using Hacktivity, you agree to us collecting and using technical information about the devices you use Hacktivity on and related software, hardware and peripherals to improve our products.

4.4 **Cookies.** We may use cookies on the Hacktivity platform in the ways set out in our [cookies policy](#).

- 4.5 **Freedom of Information.** The Freedom of Information Act 2000 (“**FOIA**”) together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation, apply to LBUEL, its group companies and its subcontractors. By using Hacktivity, you acknowledge that LBUEL, its group companies and its subcontractors is subject to the requirements of the FOIA and LBUEL, its group companies and its subcontractors may be required under the FOIA to disclose information without consulting or obtaining consent from you. LBUEL shall take reasonable steps to notify you of a request for information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) LBUEL, its group companies and its subcontractors shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA.

5 Operation of Hacktivity

- 5.1 **Software requirements.** Hacktivity is an online service and can be accessed from virtually any device with a web browser and the required Virt-Viewer software installed (Windows and Linux has particularly good compatibility). When a user (of any type) interacts with a VM, installation instructions are provided for various operating systems.
- 5.2 **How to tell us about problems.** If there is a problem with Hacktivity, please contact us as soon as reasonably possible. If you think Hacktivity is faulty or misdescribed or wish to contact us for any other reason please contact our customer service team, details of which can be found at our ‘[contact us](#)’ page. If we have to contact you, we will do so via the contact details you have provided to us, or the Organisation has provided to us on your behalf.
- 5.3 **How you may use Hacktivity.** In return for your agreeing to comply with these terms you may:
- 5.3.1 access the Hacktivity website to sign up to learning modules, competitions, and experiences, based on your membership tier, subscription plan and student status and/or enrolment. Users (of any type) of Hacktivity are granted access based on their membership tier, subscription plan, university module enrolment, and other relevant factors; and
 - 5.3.2 conduct security related tasks within the remote, virtualised, and safe environments provided via Hacktivity. Note that external users (i.e. all users who are not Leeds Beckett University students) are authorised to use and work within these entirely isolated VMs and networks. There is no access granted to any external user beyond the Hacktivity website itself and the VMs that are allocated to you (and any external social forums we use to communicate or grant access to). There is no further access granted to any user to access any Leeds Beckett University resources.
- 5.4 **Updates to Hacktivity.** From time to time we may, without notice and at our sole discretion:
- 5.4.1 automatically update Hacktivity to:
 - 5.4.1.1 improve performance, enhance functionality, or address security issues or threats; and/or
 - 5.4.1.2 reflect changes in relevant laws and regulatory requirements; and/or
 - 5.4.2 add or remove features or functionality from Hacktivity and the related services, or update digital content, without notice to you.
- 5.5 **Other systems and networks.** Users (of any type) are not granted access to any other LBUEL (or its affiliates and/or group companies’) systems or networks. All activity of the user in accordance with these terms is to be carried out on the Hacktivity platform and only within the provided VMs on isolated networks. VMs are provided to carry out security challenges

posed via the Hacktivity platform. You are not permitted to perform other tasks (such as run services or use processing power) for your own personal or commercial gain.

5.6 Acceptable use restrictions. You must not:

- 5.6.1 rent, lease, sub-license, loan, provide, or otherwise make available, Hacktivity in any form, in whole or in part to any person without prior written consent from LBUEL;
- 5.6.2 use Hacktivity:
 - 5.6.2.1 in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful data, programs or similar, into Hacktivity or any operating system;
 - 5.6.2.2 to misuse or attack the Hacktivity platform or infrastructure, such as accessing or interrupting services by way of denial of service attacks;
- 5.6.3 for financial gain;
 - 5.6.3.1 to transmit, create, display, download, produce, store or circulate any material that is indecent, defamatory, racist, threatening, extremist, defamatory, insulting, intimidating, humiliating, offensive or otherwise objectionable in relation to your use of Hacktivity;
 - 5.6.3.2 for the purpose of harming or attempting to harm minors in any way;
 - 5.6.3.3 in any way that involves child sexual exploitation or abuse; or
 - 5.6.3.4 to upload terrorist content;
- 5.6.4 infringe our intellectual property rights or those of our group companies, affiliates or any third party in relation to your use of Hacktivity, including by the submission of any material (to the extent that such use is not licensed by these terms);
- 5.6.5 misuse or attack the Hacktivity site or infrastructure except as permitted in the scope of challenges that are posed and within the safe environments provided. For example, you must not attempt to access or interrupt other services, such as by way of denial-of-service attacks;
- 5.6.6 publish or share detailed solutions or write ups related to any active or ongoing lab challenges, tests, or competitions on Hacktivity, except where express permission in writing is given by LBUEL to do so;
- 5.6.7 use Hacktivity in a way that could:
 - 5.6.7.1 damage, disable, overburden, impair, excessively strain or compromise our systems or security (or any part of them) or those of our group companies, affiliates or any third party. Excessive strain includes putting strain on Hacktivity (or any university resources), such as by automating interactions with our web end points, or by running unnecessary tasks on VMs, unrelated to the lab challenges we provide; or
 - 5.6.7.2 interfere with other users, our group companies, affiliates or any third party;
- 5.6.8 employ a false identity;

- 5.6.9 use Hacktivity in a way that could contravene LBUEL's regulations and/or policies in place from time to time; and/or
- 5.6.10 collect or harvest any information or data from our systems or attempt to decipher any transmissions to or from the servers running any services of Hacktivity.

5.7 Access restrictions

- 5.7.1 As a user of Hacktivity (of any type) you are not granted access to any other systems or networks. All activity is to be carried out on the Hacktivity website and within the VMs on isolated networks.
- 5.7.2 Leeds Beckett University students may occasionally be granted, or provided access to, internet connected networks from within the lab infrastructure. External users (i.e. all users who are not Leeds Beckett University students) will not be permitted to access resources beyond the isolated networks provided to complete the lab tasks and challenges via Hacktivity.
- 5.7.3 The VMs are provided to carry out security challenges, posed via the Hacktivity platform. Users (of any type) are not permitted to perform other tasks (such as run services or use processing power) for their own personal or commercial gain. Attempts to access other resources beyond this permitted authorisation would be an example of unlawful activity.

- 5.8 **Breach of these terms.** Users of Hacktivity who become aware of any breach of these terms must report such activity to the Hacktivity team as soon as possible. If relevant, please do not reply to, or forward, any offensive messages or emails that may demonstrate a breach of these terms.

5.9 Monitoring

- 5.9.1 Under Section 3(1) of the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 ("**Regulations**"), LBUEL and its associates are permitted to conduct interception of a communication. The purposes of such interceptions may include:
 - 5.9.1.1 monitoring or keeping a record of communications:
 - 5.9.1.2 in order to:
 - (a) establish the existence of facts, or
 - (b) ascertain compliance with self-regulatory practices or procedures which are applicable to LBUEL in carrying on of its business; or applicable to another person in the carrying on of his business where that person is supervised by LBUEL in respect of those practices or procedures; or
 - (c) ascertain or demonstrate the standards which are achieved or ought to be achieved by persons using the system in the course of their duties; or
 - 5.9.1.3 in the interests of national security, or
 - 5.9.1.4 for the purpose of preventing or detecting crime; or
 - 5.9.1.5 for the purpose of investigating or detecting the unauthorised use of that or any other telecommunication system; or
 - 5.9.1.6 where that is undertaken in order to secure, or as an inherent part of the effective operation of the system (including any monitoring or keeping of a record); or

- 5.9.1.7 monitoring communications for the purpose of determining whether they are communications relevant to the LBUEL's business.
 - 5.9.2 LBUEL shall be entitled to:
 - 5.9.2.1 engage in lawful interception of communications as provided for by, and as set out in, the Regulations; and/or
 - 5.9.2.2 block, suspend, disable and/or terminate access to Hacktivity and other related services pursuant to the Regulations and/or other applicable law.
 - 5.10 **Changes to these terms.** We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce. We will, if possible, give you reasonable notice of any change by notifying you of a change, such as via email or when you next access Hacktivity. If you do not accept the notified changes, if possible, you may continue to use Hacktivity in accordance with the existing terms, but certain new features may not be available to you, otherwise you should stop using Hacktivity immediately.
 - 5.11 **Intellectual property rights.** All intellectual property rights in Hacktivity throughout the world belong to us (or our licensors). You have no intellectual property rights in, or to, Hacktivity other than the right to use Hacktivity as a Software as a Service (SaaS) platform, in accordance with these terms and any Overarching Agreement (if applicable). All intellectual property rights in any content uploaded to Hacktivity by you shall be owned by LBUEL.
- ## 6 Our Responsibility to You
- 6.1 **We are not responsible for websites linked to.** Hacktivity may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any). You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them and to accept their own terms of use. Hacktivity may offer interactive services, such as Discord and YouTube. You agree to use those services in accordance with this policy, as well as any additional third party terms that may apply.
 - 6.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.
 - 6.3 **We are not responsible for your breaches.** We exclude our liability for all action we may take in response to breaches of these terms or related documents or any loss or damage that you incur directly or indirectly as a result of your breach of these terms. The actions we may take are not limited to those described in these terms and we may take any other action we reasonably deem appropriate. We are also not liable for something that you could have reasonably avoided by taking reasonable action.
 - 6.4 **We are not liable for business losses.** If you use Hacktivity for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
 - 6.5 **We are not liable for indirect losses.** To the maximum extent permitted by law, we will not be liable for any damages of any kind arising out of or related to your use of Hacktivity, including but not limited to direct, indirect, incidental, unexpected, consequential, special, or punitive damages, even if we have been advised of the possibility of such damages.
 - 6.6 **We are not responsible for events outside our control.** If our support for Hacktivity is delayed by an event outside our control, then we will contact you as soon as possible to let you know and take reasonable steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event.

- 6.7 **Limitations to Hacktivity.** Hacktivity is provided for education purposes. Hacktivity itself and LBUEL does not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from Hacktivity. Although we make reasonable efforts to update the information provided by Hacktivity, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date. We do not warrant that Hacktivity will be uninterrupted or error-free, or that any defects in Hacktivity will be corrected. We reserve the right to modify, update, or remove any content or materials on Hacktivity at any time, without notice. Your use of Hacktivity and any reliance upon the content and materials available on Hacktivity is solely at your own risk.
- 6.8 **Limitations to availability.** We make efforts to ensure that Hacktivity is available and accessible, but we cannot guarantee uninterrupted access to Hacktivity. From time to time, Hacktivity may be unavailable due to routine maintenance, software updates, hardware upgrades, system outages, business or operational reasons, or other causes beyond our control. We will make reasonable efforts to minimise any such downtime and to notify users in advance of scheduled maintenance or upgrades. However, we do not warrant or represent that Hacktivity will be available at all times, or that access to Hacktivity will be error-free or uninterrupted. We shall not be liable to you or to any third party for any damages arising out of or related to any unavailability or inaccessibility of Hacktivity, or for any loss of data or transactions caused by interrupted or delayed access to Hacktivity.
- 6.9 **Limits on our liability.** Our total liability to each user of Hacktivity (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation and regardless of how many devices Hacktivity is accessed via) will not exceed the greater of: (a) £100; and (b) 100% of the subscription fees paid by you (or an organisation for your benefit) to LBUEL in the 12-month subscription period or 1 month subscription period in which the liability arose. Such period in 6.9(b) shall be as applicable, corresponding to the subscription plan that you have purchased or has been purchased by an organisation for your benefit. We are not liable for any acts or omissions of third-party suppliers or other users.
- 6.10 **Please back-up content and data used with Hacktivity.** We recommend that you back up any content and data used in connection with Hacktivity, to protect yourself in case of problems with Hacktivity. VMs are regularly wiped clean and/or deleted, and any data stored within VMs should be considered temporary. VMs that are allocated to you, are available for use for a short period of time, and at any point any data stored within can be destroyed and access revoked without notice.
- 6.11 **Check that Hacktivity is suitable for you.** Hacktivity has not been developed to meet your individual requirements. Please check that the facilities and functions of Hacktivity meet your requirements.

7 Suspending and Ending Your Use of Hacktivity

- 7.1 We may suspend your use, terminate the agreement and/or end your rights to use Hacktivity at any time:
- 7.1.1 if you have breached these terms in a serious way. If what you have done can be put right, we may give you a reasonable opportunity to do so;
 - 7.1.2 to deal with technical problems, make minor technical changes or to allow us to carry out technical maintenance;
 - 7.1.3 update the product to reflect changes in relevant laws and regulatory requirements; and/or
 - 7.1.4 make changes to Hacktivity.
- 7.2 If we end your rights to use Hacktivity:
- 7.2.1 all rights granted to you under these terms shall immediately cease;

7.2.2 you must immediately stop all activities authorised by these terms, including your use of Hacktivity; and

7.2.3 we may remotely remove and/or access your VMs.

8 Other Important Terms

8.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the agreement.

8.2 **We can withdraw services.** We can stop providing a service. Where you are an individual user, we let you know in advance and we refund any sums you've paid in advance for services which won't be provided.

8.3 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

8.4 **No rights for third parties.** This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. Notwithstanding the foregoing, affiliates of LBUEL (including any entity that directly or indirectly controls or is controlled by or is under the common control with that part, including Leeds Beckett University) shall be able to enforce any term of this agreement.

8.5 **If a court finds part of this agreement illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

8.6 **Even if we delay in enforcing this agreement, we can still enforce it later.** Even if we delay in enforcing this agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

8.7 **You have not accepted these terms in reliance of any representation, guarantee or warranty.** You acknowledge that you have not entered into these terms in reliance on any representation, guarantee or warranty that is not expressly set out in these terms and that you will have no claim for innocent or negligent misrepresentation on the basis of any statement in these terms.

8.8 **Which laws apply to this agreement and where you may bring legal proceedings.** These terms are governed by English law and irrespective of your country of residence you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

8.9 **For more detailed information on your rights as a consumer based in the UK, visit the Citizens Advice website.** The Citizens Advice website is at www.citizensadvice.org.uk or call 0808 223 1133.

8.10 **Alternative dispute resolution.** If you have a dispute or complaint arising out of or in connection with these terms, such dispute should be addressed to LBUEL in the first instance and the parties shall act in good faith in order to resolve the dispute or complaint. If the parties are not able to resolve the dispute informally within a reasonable time (and in any event, not exceeding 2 months from the date the informal process was requested by notice) the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.

8.11 **Entire Agreement.** These terms are the complete agreement between us. We agree that these terms constitute the entire agreement between you and us in relation to your use of Hacktivity, but shall be subject always to any Overarching Agreement where applicable.

SECTION B

These terms will apply to all users who are granted access to Hacktivity via an Organisation. This Section B should be read in conjunction with Section A.

9 Your Contracting Route

- 9.1.1 If you are granted access to Hacktivity via a third party that purchased the subscription plan (of the relevant membership tier) and provided you with access (“**Organisation**”) such as your employer, university, college or a training partner, then these terms are also subject to the agreement between LBUEL and the Organisation.
- 9.1.2 The separate agreement between LBUEL and the Organisation is the **Overarching Agreement** and such Overarching Agreement may affect these terms at any time, including (without limitation) termination, suspension, membership tier, subscription plans, access end dates, access rights, and restrictions on your use. Your access to Hacktivity shall be based on the membership tier, subscription plan requested and paid for by the relevant Organisation.
- 9.1.3 If you have any further questions about your use of and access to Hacktivity, we suggest you contact the relevant Organisation in the first instance.
- 9.1.4 We may suspend and/or end your rights to use Hacktivity at any time in accordance with any Overarching Agreement. If this occurs, we suggest that you contact your Organisation for further information in the first instance.

10 Terms Applicable to your Contracting Route

- 10.1 **How long this agreement lasts.** This agreement starts on the date that you register an account and shall end on the earliest of your rejection of these terms or the termination of our agreement, in accordance with these terms. If your use is subject to any Overarching Agreement, this agreement may also terminate in accordance with the relevant Overarching Agreement.
- 10.2 **Usage Tier.** Seats-based subscription plans enable Organisations to provide access to Hacktivity to designated users at their discretion.
- 10.3 **Leeds Beckett University students.** In addition to the terms of Section A, access to Hacktivity and its related services may be restricted, suspended and/or ended for Leeds Beckett University students, in full or in part, if:
 - 10.3.1 required, following a disciplinary process resulting from a violation of these terms or related matters;
 - 10.3.2 without prior notice and without the consent of the student pursuant to applicable laws; or
 - 10.3.3 the student ceases to be a student of Leeds Beckett University.
- 10.4 **Staff (VIP) Users.** Each Staff (VIP) User (only) shall, use the VIP features (such as VM access, download of scores, views of results) for the sole purpose of providing support and educational training to the designated Authorised Users. Staff (VIP) Users shall not provide or delegate additional administrative rights to any other user. The passwords provided for accessing Authorised Users’ VMs shall not be shared, and these passwords are solely provided for the purpose of providing technical assistance by remotely administering systems. This is subject to all data policies in place from time to time.
- 10.5 **Guest Users.** For Guest Users and User(s) on paid subscription plans (only) we reserve the right to suspend or terminate use of Hacktivity at our discretion for any violation of the Terms of Use and/or our policies, any LBU relevant policy, or any applicable law.

SECTION C

This section contains the conditions that apply to users who purchase a subscription as an individual consumer. This Section C should be read in conjunction with Section A.

11 Your Contracting Route

- 11.1.1 You are granted access to Hacktivity as an individual via your own subscription plan (of the relevant membership tier and plan) that you purchased.
- 11.1.2 If you signed up as an individual, your subscription plan will be on a subscription basis.
- 11.1.3 If you have any further questions about your use of and access to Hacktivity, we suggest you contact us in the first instance.

12 Subscription Duration

- 12.1 **Start date.** This agreement starts on the date that you choose your subscription plan and your payment is successfully processed.
- 12.2 **Subscriptions.** The agreement will last for the duration that you agreed in your registration, for example a monthly or an annual subscription.
 - 12.2.1 For monthly subscriptions, the initial term shall commence on the Start Date and shall last for one month. The monthly subscription will automatically renew each month (for successive periods of one month) until terminated.
 - 12.2.2 For annual subscriptions, the initial term shall commence on the Start Date and shall last for one year. The annual subscription will automatically renew each year (for successive periods of one year) until terminated.
- 12.3 **End date.** This agreement shall end on the earliest of: (a) termination by you at the end of a subscription period; and (b) the termination of our agreement, in accordance with these terms.
- 12.4 **Your legal right to change your mind.** For most of our subscriptions bought online, and for annual subscriptions that are renewed online, you have 14 days after the date we confirm your subscription to change your mind about a purchase, by [contacting us](#) and requesting to exercise this right. You lose the right to change your mind when the 14 days have passed, and any refund will be prorated for the remaining unused portion of your subscription period..

13 Terms Applicable to your Contracting Route

- 13.1 **User(s) on paid subscription plans.** In addition to the terms of Section A, access to Hacktivity and its related services may be restricted, suspended and/or ended for User(s) on paid subscription plans, in full or in part, if:
 - 13.1.1 required, following a disciplinary process resulting from a violation of these terms, applicable law or related matters;
 - 13.1.2 without prior notice and without the consent of the individual user pursuant to applicable laws; or
 - 13.1.3 the student ceases to meet the criteria at clause **Error! Reference source not found.**

Fees and Payment

- 13.2 **Fees.** Fees are charged automatically according to your selected subscription plan and billing period (e.g. monthly or annually). Additional taxes such as VAT will be payable by you in addition to the fees (where applicable). Factors such as the subscription plan, your tax address and currency may affect the tax calculation. You are responsible for maintaining valid payment information to ensure that we can process payment, and process it on time. We may charge interest on late payments.
- 13.3 **Fee Changes.** We may change the fees by providing no less than 30 days' notice before your next subscription renewal date. If you do not agree with the changes, you may cancel your subscription before the subscription renewal date.
- 13.4 **Payment.** Payment shall be due from you to us on the date this agreement commences and the anniversary of the date thereafter. Whether this is the monthly or annual anniversary will depend on the subscription tier and subscription plan that you signed up to. If required, you consent to us taking payments automatically for reoccurring payments.
- 13.5 **VAT.** If the rate of VAT changes between your order date and the date we supply the service, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

14 Upgrades and Downgrades

- 14.1 **Upgrades.** You may upgrade your subscription plan at any time, subject to additional charges and increased (reoccurring) fees thereafter. Such additional or increased fees will be pro-rated for the remainder of your current billing period.
- 14.2 **Downgrades.** Downgrades are not permitted during any subscription period, but may be scheduled to take effect at renewal.

15 Access and Usage Limitations

- 15.1 **Access.** Your access to Hacktivity is for your personal use only and may not be shared or transferred to another user. Hacktivity reserves the right to suspend or cancel a subscription if you are in breach of this clause 15.1.
- 15.2 **Usage.** Usage quotas apply based on your subscription plan, including: number of concurrent active challenges, length of VM activation periods, cooldown periods between challenges, and server resource allocation. These quotas are dynamic in nature and subject to change without notice. We may change these quotas without notice.

16 Termination

- 16.1 **We suspend/terminate.** We may cancel your subscription, suspend your use, or terminate the agreement and/or end your rights to use Hacktivity at any time:
- 16.1.1 by giving you 30 days' notice to you; and/or
 - 16.1.2 if we are unable to take payment for your subscription. If we have been unable to take payment, we will notify you and suspend your use and ending your subscription. Suspended subscriptions may be turned back on in our sole discretion.
- 16.2 **You cancel your subscription.** You may cancel your subscription, by following the multi-factor authentication verification, at any time through the Hacktivity platform. If you do:
- 16.2.1 your subscription will be terminated the end of your current billing period; and
 - 16.2.2 no refund will be provided for the remainder of your subscription period (e.g. if your subscription runs for a calendar month, if you cancel on the 15th day, you will not get a refund for the pre-payment you made for the period during the 16th – 30th day).

- 16.3 **On subscription cancelation.** Upon cancelation of your subscription your ability to access features and content granted to you by Hacktivity as part of the subscription, will be removed. Despite this your account with Hacktivity may remain active to enable you to view your achievement history and records, subject to the terms in Section A and for the purposes of viewing the information only.