ACCEPTABLE USE POLICY

Last Updated: September 21, 2026 · Available at: https://www.cyberbit.com/legal

1. OVERVIEW

This Acceptable Use Policy ("**AUP**") describes the permissible uses of the Platform provided by Cyberbit. By accessing or using the Platform, Customer and each User agrees to comply with the latest version of this AUP. Capitalized terms not defined herein have the meanings given in the Cyberbit Terms of Service available at https://www.cyberbit.com/legal/ (the "**Terms of Service**").

This AUP is incorporated by reference into the Terms of Service. In the event of any conflict between this AUP and the Terms of Service, the Terms of Service shall control.

2. CHANGES TO THIS AUP

Cyberbit may revise this AUP from time to time to reflect changes to the Platform, applicable laws, regulations, or standards. Updated versions will be posted at https://www.cyberbit.com/legal. Cyberbit may also use the Platform, email, or other means to notify Customer of such changes. The revised AUP will be effective upon posting unless the document itself specifies a later effective date. Customer's continued use of the Platform after any revision constitutes acceptance of the updated AUP.

3. RESTRICTIONS AND OBLIGATIONS

When accessing or using the Platform, Customer and each User must not:

i. Use the Platform or any tools provided through the Platform for any purpose other than completing the Permitted Purpose;

ii. Share an account or account credentials with any other individual. Use of an account by more than one individual is strictly prohibited;

iii. Carry out any activity in the course of using the Platform that is illegal, fraudulent, libelous, defamatory, abusive, threatening, harassing, hateful, or offensive, or that causes harm to Cyberbit or any third party, or otherwise violates any applicable law or infringes upon the rights of any third party;

iv. Decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code or underlying technology of the Platform;

v. Modify the software underlying the Platform in any manner or form, or use modified versions of such software, including for the purpose of obtaining unauthorized access to the Platform, except to the extent expressly directed by Cyberbit as part of a specific Lab or Exercise;

vi. Publish, post, upload, distribute, or disseminate any inappropriate, profane, defamatory, misleading, infringing, obscene, indecent, or unlawful content through or in connection with the Platform;

vii. Transmit or introduce files containing viruses, malware, corrupted files, or any other software or programs intended to damage, disable, or adversely affect the Platform, Cyberbit's systems, or the systems of any other user or third party;

viii. Probe, scan, or test the vulnerability of the Platform or any Cyberbit systems, or circumvent any security mechanism protecting the Platform, except to the extent expressly directed by Cyberbit as part of a specific Lab or Exercise;

ix. Take any action that imposes an unreasonably or disproportionately large load on the Platform's infrastructure;

x. Interfere with or disrupt the integrity or performance of the Platform, attempt to gain unauthorized access to the Platform or its related systems or networks, or access, tamper with, or use non-public areas of the Platform or areas to which Customer or a User has not been expressly granted access;

xi. Remove, alter, or obscure any copyright notices, proprietary markings, or attribution notices contained in or displayed by the Platform;

xii. Reproduce, duplicate, copy, sell, resell, or otherwise commercially exploit any portion of the Platform or access to the Platform, without Cyberbit's express prior written permission; or

xiii. Use the Platform to develop, train, or improve any competing product or service, or for any benchmarking or competitive analysis purposes except as expressly permitted under the Terms of Service.

4. SECURITY AND INTEGRITY OBLIGATIONS

Customer agrees to, and agrees to cause its Users to:

a. Comply with all reasonable instructions, standards, and protocols issued by Cyberbit from time to time with respect to use of the Platform;

b. Comply with all applicable laws and regulations in connection with use of the Platform;

c. Use commercially reasonable efforts to prevent unauthorized access to or use of the Platform, and promptly notify Cyberbit of any known or suspected unauthorized access or use;

d. Implement and maintain adequate internal security measures in connection with the use of the Platform, including appropriate procedures for maintaining and updating passwords, ensuring the confidentiality of Access Credentials, and immediately notifying Cyberbit of any suspected security breach;

e. Use at least industry-standard virus and malware protection practices to protect systems, networks, and infrastructure used to access the Platform; and

f. Maintain accurate, current, and complete account information as requested by Cyberbit, and be fully responsible for all activity that occurs through Customer's account, including compliance with all applicable laws regarding content used or created in connection with the Platform.

5. AUP VIOLATIONS

Cyberbit reserves the right, but does not assume the obligation, to investigate any suspected violation of this AUP or any misuse of the Platform. Cyberbit may, without prior notice to Customer (unless required by applicable law):

- Remove, disable access to, or modify any content or feature of the Platform that violates this AUP or the Terms of Service;
- Suspend or terminate any User's access to the Platform immediately upon discovery of activity that disrupts or causes harm to the Platform, Cyberbit's systems, or any third party; or

- Report to appropriate law enforcement authorities, regulators, or other third parties any activity that Cyberbit reasonably suspects violates applicable law or regulation, including by disclosing relevant account information and content.

Cyberbit may also cooperate with law enforcement agencies, regulators, and appropriate third parties to assist in the investigation and prosecution of illegal conduct. If Customer's or a User's access is terminated due to a breach of this AUP, Customer shall forfeit any right to a refund of prepaid subscription fees attributable to the remaining Subscription Term.

If Customer becomes aware of any violation of this AUP by a User or third party, Customer must promptly notify Cyberbit and provide reasonable assistance as Cyberbit may request to stop or remediate the violation.

CUSTOMER AGREES TO HOLD CYBERBIT HARMLESS FROM AND AGAINST ANY CLAIMS ARISING FROM ANY DISCLOSURE, INVESTIGATION, OR ACT OR OMISSION OF CYBERBIT IN THE COURSE OF CONDUCTING OR COOPERATING WITH AN INVESTIGATION AS SET FORTH IN THIS AUP AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW WAIVES ANY SUCH CLAIMS.

6. CONTACT

To report an AUP violation or to ask questions about this AUP, please contact Cyberbit at legal@cyberbit.com.