## Cyberarena Terms of Use ("Terms")

Welcome to Cyberarena, a software as a service (SaaS) application ("**Application**") that allows you to participate in interactive learning and assessment scenarios related to cybersecurity, compliance, risk management, and other topics ("**Stories**").

These terms of use ("**Terms**") govern your access and use of the Application, and/or the Stories, and/or the Reports, as defined below. If you do not agree to these Terms, you you are not permitted to use the Application.

The Application is provided by PricewaterhouseCoopers Česká republika, s.r.o. ("**PwC**") who is responsible for the processing of your personal data, as explained in the Privacy Policy published on *https://www.pwc.com/cz/en/o-nas/ochrana-osobnich-udaju.html*.

To use the Application, you will need a link and a code to join a specific scenario or assignment ("**Story**"), which will be provided to you by a PwC moderator (in case when it is provided as a service) or by moderator appointed by your employer ("**Partner**"). You will also need to choose a role, (enter a nickname,) and accept these Terms before joining the Story.

The Application allows you to answer questions or make choices based on the Story, which may involve simulated situations, challenges, or dilemmas related to the Topics. Your responses and choices, as well as any other information or feedback that you provide through the Application ("**User Content**"), will be stored and analyzed by PwC and/or Partner, and may be used to generate a report based on your and your team's performance ("**Report**").

You grant PwC and/or Partner a non-exclusive, royalty-free, worldwide, and perpetual license to use, store, process, and analyze your User Content for the purposes of providing, improving, and developing the Application, and/or the Stories, and/or the Reports, and for any other purposes that you may consent to. You also consent to PwC and Partner sharing your User Content and the Reports with each other, and with the Customer and any other parties that may be involved in the delivery or evaluation of the Application, the Stories, or the Reports.

You agree that your User Content will be respectful, relevant, and appropriate, and that it will not violate any laws, regulations, or third-party rights. You also agree not to use the Application for any unlawful, fraudulent, or malicious purposes, or to disrupt, damage, or impair the Application or the network or devices connected to it.

You are not permitted to copy, modify, distribute, or make any other use of the Application, Stories, or any content, data, information, or materials provided or generated by or through the Application, except as explicitly allowed by these Terms or expressly authorized by PwC or Partner. Further, you agree not to create screenshots, recordings, transcripts, or any other forms of reproduction of the Application, Stories or other content, data, information, or materials, without securing our prior written approval. You agree not to engage in reverse engineering, decompiling, disassembling, or any other form of exploitation of the Application, in whole or in part, without obtaining prior written consent.

Except as explicitly permitted under these Terms or expressly authorized by PwC, you must not create screenshots, recordings, transcripts, or engage in any form of reproduction or derivative creation involving the Application, Stories, or any related content, data, information, or materials, without obtaining our prior written consent. Furthermore, you agree to refrain from reverse engineering, decompiling, disassembling, or otherwise exploiting the Application, either in whole or in part. Any attempt to access the Application or its components in a manner not intended within the SaaS framework requires our prior written consent.

You understand and agree that the Application, and/or the Stories, and/or the Reports are not intended to provide any professional advice, guidance, or recommendation, and that you should not rely on them for any decision-making or action. You acknowledge and agree that your use of the Application and/or the Stories, and/or the Reports is at your own risk and discretion, and that PwC and Partner are not liable for any damages,

losses, or liabilities arising from or relating to your use of the Application, and/or the Stories, and/or the Reports, except as required by law.

PwC reserves the right to change, amend, or supplement these Terms at any time and for any reason. Your continued use of the Application after such changes constitutes your acceptance of the new Terms.

These Terms are governed by and construed in accordance with the laws of Czech Republic, and any disputes arising from or relating to these Terms or the Application will be subject to the exclusive jurisdiction of the courts of Czech Republic.