



TERMS OF USE

AJAEQ Inc.

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1. ACCEPTANCE OF TERMS

These Terms of Use ("Terms") constitute a legally binding agreement between you ("User," "you," or "your") and AJAEQ Inc. ("AJAEQ," "Company," "we," "us," or "our"), a corporation incorporated under the laws of the State of Delaware, United States of America, with its registered office at 2810 N Church St #701434, Wilmington, DE 19802.

BY ACCESSING, REGISTERING FOR, OR USING ANY AJAEQ SERVICE, PRODUCT, OR PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS IN THEIR ENTIRETY. If you do not agree to these Terms, you must immediately cease all use of our Services.

These Terms apply to all users of our Services, including Archive 256, Connect and all associated laboratory environments, simulation tools, certification programs, and platform features (collectively, the "Services").

2. ELIGIBILITY

2.1 Age Requirement

You must be at least fourteen (14) years of age to create an account and use our Services. Users between the ages of fourteen (14) and eighteen (18) must have obtained prior consent from a parent or legal guardian.

2.2 Capacity

By agreeing to these Terms, you represent and warrant that: (a) you are of the requisite age; (b) you have the legal capacity to enter into a binding agreement; (c) your use of the Services does not violate any applicable law or regulation in your jurisdiction; and (d) all registration information you provide is accurate, truthful, and complete.

2.3 Institutional Users

If you are accessing our Services on behalf of an institution, university, enterprise organization, or other legal entity, you represent that you have the authority to bind that entity to these Terms.

3. ACCOUNT REGISTRATION AND SECURITY

3.1 Account Creation

To access certain features of our Services, you must create an account. You agree to provide accurate, current, and complete information during registration and to update such information as necessary to maintain its accuracy.

3.2 Account Security

You are solely responsible for maintaining the confidentiality of your account credentials, including your password. AJAEQ shall not be liable for any loss or damage arising from your failure to comply with these security obligations.

3.3 Account Restrictions

You may not: (a) create more than one account per person; (b) create an account on behalf of another person without their authorization; (c) use another user's account; or (d) transfer your account to any other person.

4. SERVICES DESCRIPTION

4.1 Free Platform Access

AJAEQ provides free access to educational content, career path curricula, threat intelligence profiles, tutorials, traceback series, and other learning resources through Archive 256 and associated products. Access to this content does not require payment.

4.2 Paid Services — Simulation/Laboratory Time

Access to interactive Laboratory environments, simulation sessions, and assessment tools requires the purchase of Laboratory Time or an active subscription plan. Laboratory/Simulation Time is charged on an hourly basis at rates published on our pricing page, or included in applicable subscription plans.

4.3 Subscription Plans

Where subscription plans are offered, the terms of such plans, including included Laboratory Simulation Time allotments, feature access, and billing cycles, are as described on our pricing page and incorporated herein by reference.

4.4 Service Availability

We endeavor to maintain platform availability at all times but do not guarantee uninterrupted access. Scheduled maintenance, technical issues, and circumstances beyond our control may result in temporary service interruptions.

5. PAYMENT TERMS

5.1 Payment Processing

All payments for our Services are processed by Stripe, Inc., our third-party payment processor. By providing payment information, you authorize Stripe to charge the applicable fees to your designated payment method.

5.2 Pricing

Current pricing for all paid Services is published on our platform. AJAEQ reserves the right to modify pricing at any time, provided that such modifications shall not affect Laboratory/Simulation Time already purchased or subscription periods already paid for.

5.3 Taxes

You are responsible for all applicable taxes, duties, and governmental charges associated with your purchase of our Services, except where AJAEQ is legally required to collect and remit such taxes.

5.4 Currency

All transactions are conducted in United States Dollars (USD) unless otherwise specified in an institutional agreement.

6. REFUND AND CREDIT POLICY

6.1 General No-Refund Policy

ALL PURCHASES OF SIMULATION TIME AND SUBSCRIPTION FEES ARE FINAL AND NON-REFUNDABLE. We do not issue monetary refunds for any purchased Simulation Time or subscription fees under any circumstances, except as expressly provided in this Section 6.

6.2 Platform Infrastructure Credits

(a) Infrastructure Failure: If AJAEQ's infrastructure experiences a verified outage, failure, or error that results in Laboratory/Simulation Time being consumed without the user having access to a functioning Laboratory environment, AJAEQ will credit the affected Laboratory/Simulation Time back to the user's account.

(b) Verified System Error: If a verified technical error on AJAEQ's systems results in a user's Laboratory/Simulation Time continuing to be charged during a period when the Laboratory was inaccessible or non-functional due to AJAEQ's fault, the erroneously consumed time will be credited to the user's account.

6.3 Assessment Environment Credits

(a) Infrastructure Disruption During Assessment: If a verified infrastructure disruption occurs during an active Assessment Environment (Benchmark) session, AJAEQ will: (i) halt the assessment session; (ii) preserve all progress including answers entered to the point of disruption; (iii) credit any Laboratory /Simulation Time consumed during the period of verified infrastructure failure; and (iv) allow the user to resume the assessment from the point of disruption upon restoration of service.

(b) Regular Laboratory Disruption: AJAEQ will halt the session, preserve progress where technically feasible, and credit any Simulation Time consumed during the period of verified infrastructure failure.

6.4 Credit Process

To request a Laboratory/Simulation Time credit, you must submit a support request within fourteen (14) days of the alleged infrastructure failure. AJAEQ will investigate and, where the claim is verified, apply the credit to your account within ten (10) business days.

6.5 Expiration of Simulation Time

Simulation Time purchased on a pay-as-you-go basis expires ninety (90) days from the date of purchase. Subscription-included Simulation Time expires at the end of the applicable billing cycle and does not roll over. Add-on Simulation Time expires ninety (90) days from the date of purchase. Expired Simulation Time is forfeited without refund or credit.

6.6 Account Suspension or Termination

In the event that your account is suspended or terminated due to violations of these Terms, Community Guidelines, or applicable law, you forfeit any remaining Laboratory/Simulation Time and are not entitled to any refund or credit.

7. ACCEPTABLE USE POLICY

7.1 Permitted Use

You may use our Services solely for lawful educational, professional development, and skills training purposes in accordance with these Terms.

7.2 Prohibited Conduct

You expressly agree that you shall NOT:

(a) Unauthorized Access: Use any skills, techniques, tools, or knowledge acquired through our Services to access, probe, scan, exploit, or attack any computer system, network, application, or infrastructure that you do not own or for which you do not have explicit, written authorization.

(b) Attack AJAEQ Infrastructure: Attempt to exploit, probe, scan, or attack AJAEQ's own production infrastructure, servers, databases, or systems without our explicit written permission.

(c) Academic Dishonesty: Share simulation solutions, flag values, assessment answers, or exercise answers with other users; use unauthorized assistance during Assessment Environments; or engage in any conduct that artificially inflates your performance metrics, progress records, or certification status.

(d) Unauthorized Automation: Use bots, scripts, or automated tools to artificially complete courses, exercises, or simulations without genuine human engagement and learning.

(e) Content Violations: Upload, post, or transmit any content that is unlawful, defamatory, harassing, abusive, threatening, obscene, fraudulent, or otherwise objectionable.

(f) Intellectual Property Infringement: Reproduce, distribute, modify, create derivative works of, or reverse engineer any AJAEQ content, curriculum, platform code, or proprietary materials without our written consent.

(g) Platform Disruption: Engage in any activity that disrupts, degrades, or interferes with the performance or availability of our Services for other users.

(h) Data Scraping: Use automated means to scrape, harvest, or collect data from our platform without our written authorization.

(i) Misrepresentation: Misrepresent your identity, qualifications, or certification status in connection with our Services.

7.3 Laboratory Environment Scope

All Laboratory environments provided by AJAEQ are explicitly designated practice environments hosted on AJAEQ-owned infrastructure. Any vulnerability, finding, or security issue discovered within a Laboratory environment is owned by AJAEQ. Discovery of a genuine vulnerability in AJAEQ's production infrastructure must be reported to our security team and must not be exploited.

8. INTELLECTUAL PROPERTY

8.1 AJAEQ Ownership

All content, curriculum, course materials, threat intelligence profiles, Laboratory/simulation environments, platform code, design elements, trademarks, and other intellectual property on or within our Services are owned by AJAEQ Inc. or its licensors and are protected by applicable intellectual property laws.

8.2 License to Users

Subject to your compliance with these Terms, AJAEQ grants you a limited, non-exclusive, non-transferable, revocable license to access and use our Services solely for your personal, non-commercial educational purposes.

8.3 User Content

You retain ownership of User Content you create on our platform. By submitting User Content to our platform, you grant AJAEQ a worldwide, royalty-free, non-exclusive license to use, store, process, and display such User Content solely for the purpose of operating and improving our Services.

8.4 Feedback

Any feedback, suggestions, or ideas you provide to AJAEQ regarding our Services may be used by AJAEQ without restriction or compensation to you.

9. CERTIFICATIONS

9.1 Issuance

Certifications are issued upon successful completion of all required curriculum components, Laboratory simulations, and Assessment Environments as specified for each certification program.

9.2 Lifetime Validity

Certifications issued by AJAEQ are valid for the lifetime of the recipient, subject to the revocation provisions of Section 9.3.

9.3 Revocation

AJAEQ reserves the right to revoke any certification for: (a) academic dishonesty, cheating, or fraud; (b) violation of these Terms, our Community Guidelines, or applicable law; or (c) certification obtained through misrepresentation or fraudulent means.

9.4 Warning System

AJAEQ will issue up to three (3) written warnings for Community Guidelines violations before account suspension. Upon the third warning, or for egregious violations, AJAEQ may suspend or permanently block the user's account without further notice.

9.5 No Guarantee of Employment

AJAEQ makes no representation or warranty that any certification will result in employment, professional licensing, or any specific career outcome.

10. TERMINATION AND SUSPENSION

10.1 Termination by User

You may terminate your account at any time. Upon termination, your access to paid Services will cease and any remaining Simulation Time will be forfeited without refund.

10.2 Termination or Suspension by AJAEQ

AJAEQ reserves the right to suspend or terminate your account at any time, with or without notice, for violations of these Terms, non-payment, harmful conduct, or fraudulent or deceptive activity.

10.3 Effect of Termination

Upon termination: (a) your license to use our Services immediately terminates; (b) you forfeit all unused Simulation Time without refund; (c) AJAEQ may retain your data per our Privacy Policy; and (d) certifications earned prior to termination for violations may be revoked.

11. DISCLAIMERS AND LIMITATION OF LIABILITY

11.1 Disclaimer of Warranties

OUR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR UNINTERRUPTED AVAILABILITY.

11.2 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AJAEQ SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. IN NO EVENT SHALL AJAEQ'S TOTAL LIABILITY

TO YOU FOR ALL CLAIMS EXCEED THE GREATER OF: (A) THE TOTAL AMOUNT PAID BY YOU TO AJAEQ IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM; OR (B) ONE HUNDRED UNITED STATES DOLLARS (USD \$100.00).

11.3 Misuse of Skills

AJAEQ EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY DAMAGES ARISING FROM YOUR MISUSE OF SKILLS, KNOWLEDGE, OR TECHNIQUES ACQUIRED THROUGH OUR SERVICES TO ACCESS, ATTACK, OR COMPROMISE SYSTEMS FOR WHICH YOU DO NOT HAVE EXPLICIT AUTHORIZATION.

12. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless AJAEQ Inc., its officers, directors, employees, agents, and successors from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your use of our Services; (b) your violation of these Terms; (c) your violation of any applicable law; (d) your misuse of any skills or knowledge acquired through our Services; or (e) any User Content you submit to our platform.

13. GOVERNING LAW AND DISPUTE RESOLUTION

13.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Delaware, United States of America, without regard to its conflict of law principles.

13.2 Dispute Resolution

Any dispute arising out of or relating to these Terms or our Services shall first be submitted to informal negotiation. If the parties are unable to resolve the dispute through negotiation within thirty (30) days, the dispute shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association, conducted in Delaware, United States of America.

13.3 Nigerian Users

For users located in the Federal Republic of Nigeria, nothing in these Terms shall limit your rights under Nigerian consumer protection or data protection law.

13.4 Class Action Waiver

TO THE EXTENT PERMITTED BY LAW, YOU WAIVE ANY RIGHT TO BRING CLAIMS AGAINST AJAEQ AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING.

14. GENERAL PROVISIONS

These Terms, together with our Privacy Policy, User Agreement, and any applicable Data Processing Agreement, constitute the entire agreement between you and AJAEQ regarding your use of our Services. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. AJAEQ reserves the right to modify these Terms at any time. Material changes will be communicated to registered users via platform notification.

15. CONTACT INFORMATION

AJAEQ Inc., 2810 N Church St #701434, Wilmington, DE 19802

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