

Offensive Security Flex Program Terms

Do these Offensive Security Flex Program Terms Apply to Me?

These Offensive Security Flex Program Terms apply to customer's Flex Investment to acquire Flex Funds.

In addition to these Offensive Security Flex Program Terms, the Offensive Security Terms and Conditions, Academic Policy, and Privacy Policy set forth at <https://www.offensive-security.com/legal-docs/> ("**Master Terms**") apply to Flex Funds. Defined terms used herein will have the meaning set forth in the Master Terms.

1. FLEX PROGRAM

- 1.1. Flex Investments and Flex Funds will be set forth on an Order. Offensive Security may contribute Bonus Funds to the Flex Funds.
- 1.2. Following payment of the related Price, Flex Funds may be redeemed against the List Price of Flex Product and the amount of the List Price of the Flex Product in question will be deducted from the then balance of the Flex Funds. If Flex Funds have been purchased by Customer on more than one occasion, such deduction will be made against the balance of the Flex Funds that were first purchased. To be redeemed against a Flex Product, the balance of the Flex Funds must be sufficient to cover the full List Price of such Flex Product.
- 1.3. There is no List Price for live training. Flex Funds may only be used for live training with the prior written consent from Offensive Security. The agreed per seat price and any additional expenses such as travel expense for Offensive Security trainers will be deducted from then-current balance of the Flex Funds.
- 1.4. Flex Funds must be redeemed in the Flex Term or Renewal Term in which they were acquired. Unless Customer acquires Reinvestment Funds, any Unredeemed Balance will be considered redeemed in full. If prior to the end of the Flex Term or Renewal Term, as applicable, Customer acquires Reinvestment Funds, any Unredeemed Balance may be redeemed within thirty (30) days following the commencement of the Renewal Term, after which they will be considered redeemed in full.

1.5. Flex Funds and Reinvestment Funds are non-refundable, non-transferable, and non-cancellable.

1.6. A Customer User must register for a Product prior to the applicable Flex Redemption Date and for on-line courses start the course no later than 3 months after the Flex Redemption Date.

Bonus Funds - amounts contributed by Offensive Security to Flex Funds, as specified in an Order.

Flex Term - twelve months from the Effective Date of the Order.

Flex Funds - the amount identified as such in the Order.

Flex Investment - the Price paid to gain Flex Funds for the Flex Term.

Flex Redemption Date - either the Flex Anniversary Date or if Reinvestment Funds are added to Customer's account, 30 days from the commencement of the renewal.

Flex Products - eligible Flex Program Products as determined by Offensive Security from time to time.

List Price - Offensive Security's then-current list price for a Flex Product.

Price - as defined in the Master Terms shall include amounts Offensive Security charges to gain Flex Funds specified or referred to in the Order.

Reinvestment Funds - Price paid to gain additional Flex Funds in a Flex Term or Renewal Term, provided that such Price is equal to 75% of the Flex Investment or \$10,000 USD, whichever is higher.

Renewal Terms - successive twelve months periods following the initial Flex Term.

Unredeemed Balance - any Flex Funds not redeemed against Flex Products prior to their Flex Redemption Date, excluding any Bonus Funds.