Terms and conditions

Version 1.1, effective from 13 November 2026

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These terms and conditions apply to all quotations, assignments and agreements of CoBoo, including services delivered under the name Lumyo Awareness.

Articles 1 to 17 and 21 to 25 apply to all services. Articles 18 and 19 also apply to the service they concern. Article 20 applies to partners.

This is a translation of the Dutch original. In the event of any discrepancy between the two versions, the Dutch text prevails.

1. Definitions

- **CoBoo:** the sole proprietorship CoBoo, established in Hoogeveen, the Netherlands, registered with the Dutch Chamber of Commerce under number 99516551. Services delivered under the name Lumyo Awareness also fall under these terms.
- **Client:** the legal entity or business entering into an agreement with CoBoo. A partner is the client for all services it purchases for its end customers; an end customer is not a client of CoBoo (article 20).
- **Services:** all products and services of CoBoo, now and in the future, including phishing simulations, e-learning and security awareness training, the platform, onboarding and the associated reporting and advice. The quotation sets out which services CoBoo actually delivers under an assignment.

- **Assignment:** the services the client purchases under the quotation.
- **Quotation:** the quotation or order confirmation from CoBoo accepted by the client.
- **Subscription:** a service CoBoo delivers on an ongoing basis during the term, with a licence per employee.
- **One-off service:** a service CoBoo delivers once under the quotation, such as a single phishing test, custom work or onboarding.
- **Licence:** the right to have a subscription used by one employee.
- **Active employee:** an employee of the client, or in the case of a partner of an end customer, who has an account on the platform in a calendar month.
- **Platform:** the online environment in which CoBoo delivers the services.
- **Partner:** an IT service provider or managed service provider (MSP) that purchases the services from CoBoo as an independent reseller and supplies them in its own name and for its own account to its own customers, under its own agreement with those customers.
- **End customer:** a customer of a partner whose employees use the services. An end customer has an agreement with the partner, not with CoBoo.
- **Simulation:** a controlled, simulated phishing or social engineering attack, carried out at the request of and with the permission of the client.
- **Data subjects:** the employees or other individuals of the client or of an end customer to whom a service relates.

2. Applicability

These terms apply to all quotations, order confirmations and agreements between CoBoo and the client, and to all work arising from them. They also apply to products and services CoBoo offers in the future.

CoBoo provides these terms to the client before or upon conclusion of the agreement, as a PDF with the quotation. By accepting the quotation, the client confirms that it has received these terms and that they apply.

The quotation determines which services the client purchases and for how many employees.

Deviations from these terms apply only where agreed in writing. Purchasing or other terms of the client are expressly rejected, unless CoBoo has accepted their applicability in writing.

CoBoo delivers exclusively to business clients (businesses and organisations), not to consumers.

3. Quotations and formation of the agreement

Quotations from CoBoo are without obligation and valid for thirty days, unless the quotation states a different period.

An agreement is formed when the client accepts the quotation in writing or by email, or when CoBoo begins performance at the client's request.

If the quotation contains an arrangement that deviates from these terms, for example on the term, the price or the number of employees, the quotation prevails. In all other respects these terms continue to apply.

Obvious errors or clerical mistakes in a quotation are not binding on CoBoo.

4. Performance of the assignment

CoBoo performs the assignment to the best of its knowledge and ability, with the care that may be expected of a reasonably acting and reasonably competent service provider. CoBoo's obligation is an obligation of effort, not of result.

Availability. CoBoo makes every effort to keep the platform accessible and usable. CoBoo gives no guarantee of availability and no availability percentage.

Planned maintenance. CoBoo may maintain, update and improve the platform. CoBoo carries out planned maintenance outside office hours as far as possible and announces it in advance, via the platform or by email. CoBoo may carry out urgent maintenance, such as installing a security update, immediately.

Disruptions. In the event of an unplanned disruption, CoBoo makes every effort to resolve it as quickly as reasonably possible and keeps the client informed. If the platform cannot be used for a prolonged period due to a disruption attributable to CoBoo, the client may apply article 8; if the cause lies outside CoBoo, article 14 applies.

Maintenance or a disruption of the platform does not entitle the client to a discount or refund.

CoBoo determines how the assignment is carried out, within the scope and planning agreed with the client.

CoBoo is entitled to engage third parties in performing the assignment. CoBoo remains responsible to the client for the performance. Third parties engaged by CoBoo may invoke against the client the provisions of these terms that limit or exclude liability. Article 25 also applies to external suppliers.

Stated timeframes are indicative, unless expressly agreed as a strict deadline.

The services support the client in meeting the requirements for awareness and training under the Dutch Cybersecurity Act (Cyberbeveiligingswet), the Dutch law implementing the European NIS2 Directive, and the rules based on it. The client remains responsible for complying with those laws and regulations. CoBoo does not guarantee that the client complies with them.

5. Obligations of the client

The client ensures that CoBoo has timely access to all information required to perform the assignment, and warrants the accuracy and completeness of that information.

The client is also responsible for ensuring that:

- it collects and supplies the data it gives to CoBoo, such as names and email addresses of employees, lawfully
- it has all permissions required for the assignment, within its own organisation and from third parties
- it has the necessary rights to the domains, systems and accounts used in the assignment, or the permission of whoever holds those rights
- it informs its employees about the services where the law requires this

The client designates a contact person who is reachable during performance and authorised to make decisions on its behalf.

If delay or additional work arises because the client fails to meet these obligations, the resulting costs are for its account.

6. Subscription, licences and numbers

A subscription is purchased per employee (licence). The number of employees in the quotation is the minimum for the entire term. If the client uses fewer licences, this gives no right to a discount or refund.

Every calendar month CoBoo counts the number of active employees: the employees who have an account on the platform in that month (article 1).

If the number counted is higher than the number in the quotation, CoBoo invoices the additional licences from the month in which the higher number was counted, at the rate per employee in the quotation. The client sees the number counted on the invoice for that month.

Additional licences apply for the remainder of the term and are invoiced until the end of the term, even if the number of active employees later decreases.

CoBoo delivers and invoices one-off services in accordance with the quotation.

7. Prices and payment

Prices are set out in the quotation. All amounts are exclusive of VAT; VAT is charged in accordance with the law. Third-party costs are not included, unless expressly stated otherwise.

A subscription is invoiced monthly, unless the quotation states otherwise. Invoices are payable within **fourteen days** of the invoice date, without set-off.

If the client disagrees with an invoice, it notifies CoBoo in writing within the payment term, stating the reason. The client pays the part of the invoice it

does not dispute within the payment term. The parties consult on the disputed part. If that part turns out to have been invoiced correctly, the client pays it within fourteen days of CoBoo notifying it in writing.

If the payment term is exceeded, the client is in default by operation of law. From that moment the statutory commercial interest is due, as well as extrajudicial collection costs in accordance with Dutch law.

If the client does not pay a due, undisputed invoice, CoBoo may suspend performance of the assignment. CoBoo does so only after it has warned the client in writing and the client has still not paid within fourteen days of that warning.

A suspension for non-payment does not entitle the client to an extension of the term, a discount, a refund or any other compensation. The client's payment obligation continues during the suspension.

8. Term, renewal and termination

A subscription has a term of twelve months from the start date in the quotation and then ends automatically. The subscription is not renewed tacitly.

A subscription is renewed only if CoBoo and the client agree this anew, in writing or by email.

A subscription cannot be terminated early during the term.

During the term the prices in the quotation continue to apply. Only upon renewal may CoBoo increase the prices, by no more than the increase in the consumer price index (CPI, all households) of Statistics Netherlands (CBS) over the last twelve months for which CBS has published figures at the time

of the quotation for the renewal. The new prices are set out in that quotation and apply from the start date of the renewal.

A one-off service ends upon delivery, or upon delivery of the report if the service includes one.

If a party seriously fails to perform the agreement, for example because CoBoo structurally fails to deliver, the client structurally fails to pay, or a party breaches confidentiality (article 10) or the arrangements on personal data (article 11), the other party may give it written notice of default and a reasonable period to remedy the failure. If the failure has not been remedied when that period expires, the other party may dissolve the agreement in whole or in part in writing.

Upon dissolution, what CoBoo has already delivered before the dissolution, and the fee for it, remains due.

Either party may terminate the agreement with immediate effect if the other party is declared bankrupt, applies for suspension of payments, or ceases its business.

9. Cancellation and rescheduling of one-off services

This article applies only to one-off services carried out on an agreed date. Article 8 applies to a subscription.

The client may cancel such a one-off service in writing. The following scale applies, counted in calendar days from the day CoBoo receives the cancellation to the agreed start date:

Time of cancellation	Amount due
15 days or more beforehand	No charge
14 to 7 days beforehand, inclusive	50% of the agreed price
6 days or less beforehand	100% of the agreed price

Rescheduling a one-off service to another date is possible once free of charge, provided this is requested in writing at least seven days before the start date and a new date within three months is agreed.

If the client or the participants do not show up on the agreed date, this counts as a cancellation on the start date. If the client does not supply the information required for the service in time, so that the service cannot take place on the agreed date, this counts as a cancellation at the moment CoBoo informs the client that the service cannot take place for that reason, unless the parties agree a new date as set out above for rescheduling.

If CoBoo cancels a one-off service for a reason that does not lie with the client, the client owes nothing for it and the parties agree a new date in consultation. If the client does not want a new date, CoBoo refunds what the client had already paid for that service.

If a one-off service cannot take place on the agreed date due to force majeure (article 14), the parties agree a new date. No cancellation costs are due in that case.

Third-party costs CoBoo has already incurred for the service and can no longer cancel are charged upon cancellation only insofar as they are not already included in the cancellation fee under the scale.

10. Confidentiality

The parties keep confidential all confidential information they receive from each other in the context of the assignment, and use it solely for the purpose for which it was provided.

Confidential information of the client includes in any event: vulnerabilities, domains used, email settings, user data, results of simulations and other internal security information.

In performing a simulation, CoBoo gains insight into vulnerabilities in the client's organisation. This information is not shared with third parties and is used solely for performing the assignment and for the report to the client.

The parties give confidential information only to persons who need it to perform the assignment and who are themselves bound by confidentiality. They protect confidential information with appropriate technical and organisational measures.

Confidentiality does not apply to information that was already public or becomes public through no fault of the receiving party, that the receiving party lawfully obtained from a third party without a duty of confidentiality, or that it must disclose by law or by court order. In the latter case it notifies the other party in advance, insofar as the law permits.

This duty of confidentiality remains in force after the agreement ends.

CoBoo may use the client's name as a reference only with the client's express written permission.

11. Personal data

In performing the services, CoBoo processes personal data of data subjects, such as email addresses, data on behaviour during a simulation and progress and result data from training.

For that processing the client is the controller within the meaning of the General Data Protection Regulation. CoBoo acts as processor. The data processing agreement applies to this; it belongs to the agreement and forms part of it. The client accepts the data processing agreement before CoBoo processes personal data on its behalf; without an accepted data processing agreement CoBoo does not start processing.

In the case of a partner, the roles under the GDPR are determined by the actual situation, in particular by who determines the purpose and means of the processing. That may be the partner or its end customer. The partner ensures that it has made the arrangements with its end customers that the GDPR requires for this, and that these are consistent with the data processing agreement with CoBoo.

CoBoo processes the data solely on the client's instructions and takes appropriate technical and organisational measures to protect it.

Reporting is aggregated as far as possible. Identifiable results are provided only to the contact person designated by the client.

For personal data CoBoo processes for itself, such as for its own administration, invoicing, contact with the client and its websites, CoBoo is itself the controller. How it handles that data is described in our privacy policy.

12. Intellectual property

The reports CoBoo delivers following an assignment are intended for the client. The client may use them freely and permanently within its own organisation, also after the agreement ends, for example as evidence in an audit, and may submit them to its accountant, auditor or insurer.

All other materials remain the property of CoBoo. These include the platform, the scenarios used, templates, training modules, e-learning material and the underlying methodology.

The client obtains a non-transferable right to use the platform and those materials internally within its own organisation, for the duration of the assignment. That right of use ends when the agreement ends; after that the client may no longer use the platform or those materials, including materials it downloaded earlier. Reproduction, publication or making them available to third parties is not permitted without written consent.

13. Liability

CoBoo is liable only for direct damage resulting from an attributable failure in the performance of the agreement.

Direct damage means only:

- the reasonable costs of establishing the cause and extent of the damage
- the reasonable costs of preventing or limiting damage, insofar as the client shows that those costs led to a limitation of direct damage
- the reasonable costs of making CoBoo's defective performance conform to the agreement after all, insofar as CoBoo does not do so itself

CoBoo's liability is limited to the amount the client paid or had to pay to CoBoo in the twelve months preceding the event that caused the damage, excluding VAT. In addition, CoBoo's liability for all claims combined is limited to €5,000 per calendar year, determined by the year of the event that caused the damage. The lower of these two amounts applies. A series of related events counts as one event.

For a partner, these amounts apply to the partner and all its end customers combined (article 20).

CoBoo is not liable for any damage other than direct damage, such as consequential loss, lost profit, lost turnover, lost savings, business interruption and reputational damage.

CoBoo is not liable for loss of or damage to data, unless this results from an attributable failure by CoBoo. In that case the limitation in this article applies. Article 23 applies to backups.

Nor is CoBoo liable for damage resulting from:

- incorrect, incomplete or late information provided by the client
- the client failing to inform its own IT department or IT supplier, or doing so too late
- acts or omissions of data subjects in response to a simulation
- the client failing to meet its obligations under article 18, or in the case of a partner, its end customers failing to do so (article 20)
- decisions the client takes on the basis of the report

The client must report damage to CoBoo in writing within sixty days of discovering it, with a description of the damage. If damage is not reported within that period, the right to compensation for that damage lapses. In any event, every right to compensation lapses six months after the client discovered the damage.

The limitations in this article do not apply insofar as the damage results from intent or deliberate recklessness on the part of CoBoo.

14. Force majeure

A party is not obliged to fulfil an obligation where it is prevented from doing so by a circumstance not attributable to it (force majeure). The following applies.

- **Force majeure at CoBoo:** this includes in any event power failure, government measures, and illness or unavailability of the person performing the assignment.
- **Failure of suppliers:** a disruption or failure of internet, telecommunications, hosting or other services of external suppliers on which CoBoo depends counts as force majeure insofar as CoBoo could not prevent it (article 25).
- **Cyber incident at CoBoo:** a cyber attack or other security incident at CoBoo counts as force majeure only if CoBoo had taken appropriate security measures and could not prevent the incident despite those measures. Not every attack is therefore force majeure.
- **Cyber incident at the client:** if CoBoo cannot perform the assignment, or cannot perform it properly, due to a cyber incident or disruption in the systems of the client or an end customer, this does not count as a failure by CoBoo, and the agreed timeframes are extended accordingly.

If the force majeure situation lasts longer than sixty days, either party is entitled to terminate the agreement in writing, without any obligation to pay compensation. Work performed up to that point is charged pro rata. CoBoo refunds what the client paid in advance for the period after termination.

15. Complaints

Visible defects. The client reports a defect in performance that is immediately visible on reasonable inspection to CoBoo in writing within fourteen days of delivery, with a description.

Hidden defects. The client reports a defect that can only be discovered later, for example a simulation that was not carried out properly or an error in a report, to CoBoo in writing within fourteen days of discovering it, with a description.

Invoice disputes. The client reports an objection to an invoice in writing within the payment term, stating the reason. Article 7 sets out what must then be paid.

A complaint does not suspend the payment obligation, except for the disputed part of an invoice (article 7).

If a complaint is reported too late, the right to have that defect remedied free of charge lapses. Other rights the client has under the law do not lapse automatically as a result; article 13 applies to compensation.

CoBoo responds substantively to a complaint within fourteen days, and makes every effort to reach a solution together with the client.

16. Governing law and disputes

All agreements between CoBoo and the client are governed by Dutch law.

Disputes are submitted to the competent court of the District Court of Northern Netherlands (rechtbank Noord-Nederland), without prejudice to article 108 of the Dutch Code of Civil Procedure. Cases within the jurisdiction of the subdistrict court (kantonrechter) are heard by the subdistrict court that has jurisdiction by law.

The parties turn to the court only after they have made an effort to resolve the dispute by mutual consultation.

17. Amendments

CoBoo is entitled to amend these terms. The amended terms apply to agreements formed after the date of amendment. For ongoing agreements, the terms that applied when they were entered into remain in force.

The current version is always available on this page.

18. Phishing simulation: permission and scope

> This article is essential. Without valid prior permission, CoBoo does not carry out a simulation.

A simulation is carried out only after the client has given prior written permission. That permission must be granted by the management or another person authorised to represent the client.

The order confirmation records at least:

- the target group and size of the simulation
- the period in which the simulation takes place
- the scenarios and domains to be used
- which systems and data fall within scope
- who within the organisation can be notified during performance

The client warrants that it is authorised to grant permission for the use of all domains, email addresses, systems, accounts and services used or affected by the simulation. If these belong to a third party, such as an

external IT supplier, email provider, hosting party or domain owner, or in the case of a partner the end customer, the client obtains that third party's permission in advance.

The client warrants that in doing so it complies with all internally applicable obligations, including obligations arising from a collective labour agreement or company regulations. Whether the works council or employee representation has a right of consent, for example under article 27 of the Dutch Works Councils Act (Wet op de ondernemingsraden), is for the client to assess, based on the set-up and purpose of the simulation. This is the client's responsibility, and it ensures that any required consent is in place before the simulation starts.

The client informs its own IT department or IT supplier in good time, so that a simulation is not mistaken for a genuine attack. If this is not done, the consequences are for the client's account.

The client indemnifies CoBoo against claims by third parties, including data subjects and the works council, arising from a simulation for which no valid permission was given, or from the client failing to meet its obligations under this article. The indemnity does not apply insofar as the damage results from an attributable failure by CoBoo.

Emergency procedure. If a simulation unexpectedly triggers a genuine security alert, incident response, blocking or other disruption, CoBoo:

- stops the simulation immediately, on its own initiative or as soon as the client asks
- immediately contacts the person the client has designated for this
- withdraws the infrastructure used, such as domains, links and landing pages, insofar as necessary to stop the disruption
- records what happened and reports it to the client in writing

The simulation is then resumed only if the client agrees.

CoBoo never performs work outside the agreed scope. If the client wishes to extend it, this is recorded separately in writing.

19. E-learning and security awareness training

The client obtains a non-transferable right to have the training content in the platform used, exclusively by its own employees and exclusively during the term of the subscription.

When the subscription ends, that right ends, also for training that employees have already completed. The client may use the reports on progress and results permanently and internally (article 12).

The client may not resell, copy or distribute the content itself, make it available outside the platform, or make it available to third parties in any other way.

CoBoo processes progress and result data of employees in accordance with the data processing agreement (article 11). What happens to that data after the end is set out in articles 22 and 24.

20. Partners (MSPs and IT service providers)

A partner is an independent reseller. It purchases the services from CoBoo and supplies them in its own name and for its own account to its end

customers, under its own agreement with each end customer. No agreement is formed between CoBoo and an end customer.

The partner is the client and pays for all employees of all its end customers.

The minimum number of employees and the count under article 6 apply to all end customers of the partner combined. For a partner, the right of use under article 19 applies to the employees of its end customers.

For each new end customer, a one-off onboarding applies at the partner rate in the quotation.

The partner bears all risks towards its end customers. It ensures that its end customers comply with these terms, in particular with the permission and scope for phishing simulations (article 18), and is answerable to CoBoo for this.

The partner indemnifies CoBoo against claims by end customers, their employees and other third parties relating to the services to its end customers. If the damage results from an attributable failure by CoBoo, only the partner can hold CoBoo liable for it, within the limits of article 13.

The partner remains responsible for its end customers, also if an end customer contacts CoBoo directly. CoBoo may then refer the end customer to the partner. Such contact does not make the end customer a client of CoBoo.

The limitation of liability under article 13 applies to the partner and all its end customers combined, based on the amount the partner paid or had to pay to CoBoo. Claims from different end customers do not lead to separate or higher maximums: one maximum applies to the partner and all its end customers combined.

The data processing agreement applies to the processing of personal data of end customers; the roles under the GDPR are set out in article 11.

End of the partnership. If the agreement with the partner ends, the delivery of the services to its end customers also ends. An end customer can become a direct customer of CoBoo only if CoBoo wishes; CoBoo is not obliged to offer this. If CoBoo and an end customer enter into their own agreement, the following applies:

- CoBoo transfers the data of that end customer, such as accounts, results and reports, to the new agreement only if the end customer consents to this. The partner cooperates. Without that consent the data is handled in accordance with articles 22 and 24.
- Licences and subscriptions the partner purchased for that end customer do not transfer automatically. CoBoo and the end customer set out the number of licences, the term and the price in a new quotation.
- What the partner owes CoBoo until the end of its own agreement remains due, also for that end customer.

21. Security incidents

A security incident is an event that affects or may affect the availability, integrity or confidentiality of the platform or of the client's data.

CoBoo takes appropriate technical and organisational measures to prevent security incidents.

In the event of a security incident within CoBoo or the platform that has or may have consequences for the client, CoBoo informs the client without undue delay, takes reasonable measures to limit and remedy the consequences, and keeps the client informed. If personal data is involved (a data breach), the timeframes and arrangements in the data processing agreement apply.

If the client notices a security incident affecting the platform or the services, it reports it to CoBoo immediately.

If a party is required by law to report an incident, for example under the GDPR or the Dutch Cybersecurity Act, it does so itself for its own part. The parties assist each other insofar as reasonable.

22. Retention periods

CoBoo retains personal data it processes as processor, including results and reports in the platform, in accordance with the data processing agreement: for as long as the agreement runs and then for a maximum of twelve months, unless the client asks for earlier deletion or return. CoBoo then deletes it. Anonymised totals that cannot be traced back to individuals are not covered by this.

CoBoo retains data it must keep for itself, such as its administration and invoices, for as long as the law requires.

The client is itself responsible for retaining reports and results it still needs after that period, for example for an audit, and downloads them in good time.

23. Backups and data loss

CoBoo regularly makes encrypted backups of the platform and the data in it.

If data is lost or damaged, CoBoo makes every effort to restore it from the latest available backup. This is an obligation of effort: CoBoo does not guarantee that restoration is always possible, and data entered after the latest backup may be lost.

Backups are intended for restoration by CoBoo, not as an archive for the client. Article 13 applies to liability for data loss.

24. End of the agreement (exit arrangement)

When the agreement ends, for whatever reason, access to the platform by the client and its employees ends and the employees' accounts are closed.

Until the agreement ends, the client can download its reports itself. On request, CoBoo returns the client's personal data and results in a common file format, as provided in the data processing agreement.

CoBoo then retains and deletes the data in accordance with article 22. If the client enters into a new agreement within that retention period, the baseline measurement and the trend can continue.

In the case of a partner, article 20 also applies to its end customers.

25. External suppliers

For the services CoBoo also uses services of external suppliers, such as for sending email, internet connections and hosting. The data processing agreement lists which suppliers process personal data; CoBoo notifies a new or different supplier that processes personal data as provided in the data processing agreement.

CoBoo selects those suppliers carefully and remains responsible to the client for the performance of the agreement, within the limits of article 13.

The services of external suppliers are also subject to their own terms. A disruption or failure at a supplier that CoBoo could not prevent counts as force majeure (article 14).

CoBoo, established in Hoogeveen, the Netherlands. Chamber of Commerce 99516551. These terms are neither filed nor registered; they are provided to the client before or upon conclusion of the agreement.