



January 2026

EJN Labs Terms and Conditions Managed Threat Intelligence Monitoring Service



Table of Contents

1.	Terms and Conditions	3
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1. Terms and Conditions

These Terms and Conditions ("Terms") apply when you sign our Letter of Engagement. We value transparency. These Terms are drafted to ensure that you are clear on what you are engaging us for, the scope of Services and our obligations to you.

Interpretation

- A. (singular and plural) words in the singular include the plural (and vice versa);
- B. (defined terms) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- C. (person) a reference to "person" includes an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- D. (party) a reference to a party includes that party's permitted assigns, including persons taking by way of novation;
- E. (this Letter) a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this Letter, and a reference to this Letter includes all schedules, exhibits, attachments and annexures to it;
- F. (document) a reference to a document (including this Letter) is to that document as varied, novated, ratified or replaced from time to time;
- G. (headings) headings and words in bold type are for convenience only and do not affect interpretation of this Letter and the Terms;
- H. (includes) the word "includes" and similar words in any form is not a word of limitation;
- I. (adverse interpretation) no provision of this Agreement will be interpreted adversely to a party because that party was responsible for the preparation of this Agreement or that provision;
- J. (in writing or written) includes email; and
- K. (currency) a reference to a currency is in GBP (£), unless otherwise agreed in writing between the parties.

1. Scope of Engagement

- 1. You will first be required to sign the Letter and pay the Fees (as defined in clause 2) as set out by us. We reserve the right to decline to act if the Fees are not paid before commencement of the Services.
- 2. We will provide managed Threat Intelligence Monitoring Services ("Services") as described in the Letter, including monitoring of agreed assets such as domains, sub-domains, IP addresses, email addresses, usernames, social media handles, cryptocurrency wallets, and other identifiers.
- 3. Alerts and Reports
 - A. We will provide you with ongoing intelligence alerts ("Alerts") for critical findings and scheduled monitoring reports ("Monitoring Reports") in PDF format, including technical and executive summaries.
 - B. The contents and format of Alerts and Monitoring Reports will be determined by EJM at its sole discretion, and shall not be customisable. By using our Services, you acknowledge that we act as an independent threat intelligence provider and will not remove or minimise findings without sufficient factual basis.
 - C. The Client may remove EJM's logo and marks from Monitoring Reports for its own internal, non-commercial business purposes.
 - D. Monitoring Reports and Alerts will be made available via our online portal or email.
- 4. Service Term
 - A. Monitoring will commence on the Service Start Date set out in the Letter and will continue for the agreed Subscription Term, unless terminated in accordance with clause 8.
 - B. EJM will use best efforts to ensure continuity of monitoring, but availability of some data feeds may depend on third-party providers.
- 5. Client Responsibilities
 - A. The Client agrees to provide accurate identifiers to be monitored.
 - B. The Client agrees to promptly notify EJM of any changes to identifiers (e.g., new staff members, new domains, retired assets).
 - C. Responsibility for remediation of identified risks rests solely with the Client.
 - D. You acknowledge and agree that we may engage independent third party contractors ("Personnel") to assist us in providing the Services and you consent to such engagement
 - E. The Client may request the name of any Personnel working on the Services, however, we shall not provide copies of agreements entered between us and the Personnel.

- F. Where we subcontract any Services, it shall be our continuing obligation to ensure that the subcontracted and/or delegated services are and continue to be performed at all times in accordance with the requirements of these Terms.
- G. The Personnel shall not sublet or delegate any Services delegated or subcontracted to it to any third parties.
- H. Third Party Terms and Conditions
- I. The Client acknowledges and agrees that the terms and conditions of third party service providers ("Third Party Provider") may apply to any part or all of the Services.
- J. The Client accepts and agrees to comply with the terms of use and policies of the Third Party Provider that apply to the Services.
- K. The Client acknowledges and agrees that if the Client does not agree to any Third Party Terms, this may affect the Company's ability to meet delivery of the Services.

2. Fees

1. Payment of Fees

- A. Services are provided on a subscription basis. The Fees are payable annually in advance unless otherwise agreed.
- B. EJV will issue a valid tax invoice ("Invoice") for the Subscription Term. Renewal invoices will be issued for subsequent terms.
- C. Payment is due within 30 days of invoice date.
- D. We reserve the right to charge credit card surcharges if payment is made via card.
- E. Fees are non-refundable except as provided in clause 8.2.
- F. All Fees exclude VAT, which shall be payable at the applicable rate.

3. Service Levels

- 1. EJV will provide continuous monitoring of the agreed identifiers.
- 2. Alerts will be issued for critical exposures.
- 3. Monitoring Reports will be delivered [monthly/quarterly] as set out in the Letter.
- 4. Verification checks will be performed to validate remediation where feasible.
- 5. Services are best-efforts and do not guarantee detection of all exposures.

4. Intellectual Property

- 1. IP in EJV's tooling, data, reports, and alerts remains with EJV. Client is granted a limited license to use deliverables internally. No redistribution or resale permitted. Third-party data remains the property of its respective owners.

5. Confidentiality and Data Protection

The Client shall not, during, or at any time after, the engagement under these Terms, disclose Confidential Information directly or indirectly to any third party, except:

- A. with EJV prior written consent;
 - B. as required by Law; or
 - C. to their Personnel strictly on a need to know basis for the purposes of performing its obligations under this Letter, or to their advisors and consultants for obtaining professional advice ("**Additional Disclosees**").
1. Breach
 - a. If either party becomes aware of a suspected or actual breach of clause 5.1 by that party or an Additional Disclosee, that party will immediately notify the other party and take reasonable steps required to prevent, stop or mitigate the suspected or actual breach. The parties agree that damages may not be a sufficient remedy for a breach of clause 5.1.
 2. Permitted Use
 - a. A party may only use the Confidential Information of the other party for the purposes of exercising its rights or performing its obligations under this Letter.
 3. Return
 - a. On termination or expiration of this engagement, each party agrees to immediately return to the other party, or (if requested by the other party) destroy, any documents or Material in its possession or control containing Confidential Information of the other party.
 4. Additional Disclosees
 - a. Each party will ensure that Additional Disclosees keep the Confidential Information confidential on the terms provided in this clause
 - b. Each party will, when requested by the other party, arrange for an Additional Disclosure to execute a document in a form reasonably required by the other party to protect Confidential Information.
 5. Confidential Information
 - a. "Confidential Information" means information of, or provided by, a party that is by its nature confidential information, is designated as confidential, or that the recipient of the information knows or ought to know is confidential (including all commercial information exchanged between

the parties), but does not include information which is, or becomes, without a breach of confidentiality, public knowledge.

6. EJN will process Client identifiers solely to deliver Services. EJN acts as Data Processor; Client remains Data Controller. Both parties will comply with UK GDPR and Data Protection Act 2018.

6. Security

1. EJN will take reasonable measures to secure Client data within its systems.
2. EJN is not liable for unauthorised access or data loss outside its control.
3. Services provide monitoring and reporting only; they do not guarantee prevention of breaches.

7. Indemnification

1. The Client represents and warrants that it owns or have all necessary right, title and interest in the Application(s)/Network(s)/Individual(s) in scope for the Services and that all the material by it or on its behalf do not infringe upon or violate any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations or violate any person's rights of privacy or otherwise violate any applicable law.
2. To the maximum extent permitted by applicable law, the Client agrees to indemnify and hold harmless us at all times from and against any liability, claims, demands, losses, damages, costs and expenses (including reasonable attorney's fees) arising out of or relating to (i) the Client's improper or unlawful use of the Services; (ii) the Client's failure to properly perform its obligations under these Terms; (iii) the Client's negligence or willful misconduct; (iv) the Client's infringement or violation of applicable law; (v) any misrepresentation made by the Client in connection with the Services; and (vi) the Client's breach, default or violation of this Letter and the Terms (collectively as **"Indemnified Claims"**).
3. Client indemnifies EJN against claims from misuse, failure to act on Alerts, unlawful use, or provision of identifiers that infringe third-party rights.

8. Termination

1. Termination by Client - The Client may terminate by giving 30 days' written notice. No refunds will be provided for unused portions of the Subscription Term unless otherwise agreed.
2. EJN may terminate with written notice if Client fails to pay Fees, misuses Services, or where performance is prevented by force majeure. In such cases, pro-rata refunds may be provided at EJN's discretion.
3. Effect of Termination Monitoring will cease, and access to the portal and reports will be withdrawn.

9. Limitation of Liability

1. EJN provides Services on a best-efforts basis and does not guarantee detection of all breaches.
2. EJN is not liable for damages arising from Client's failure to act on Alerts.
3. EJN's liability is capped at the total Fees paid by the Client in the preceding 12 months.
4. EJN is not liable for indirect or consequential loss, including lost profits or business interruption.

10. Dispute Resolution

1. Injunctive Relief
 - A. Any dispute, claim or controversy arising out of or relating to this Letter and the Terms ("Dispute") will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction.
 - B. The parties acknowledge and agree that each party waives their right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding.
2. Arbitration
 - A. Any dispute arising out of or in connection with this Letter and the Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration ("LCIA"), which Rules are deemed to be incorporated by reference into this clause.
 - B. The number of arbitrators shall be one.
 - C. The seat, or legal place, of arbitration shall be London, United Kingdom.
 - D. The language to be used in the arbitration shall be English.
 - E. The governing law of the contract shall be the substantive law of England.

11. Miscellaneous Provisions

1. Governing Law and Jurisdiction
 - A. This Letter and the Terms and any non-contractual obligations arising out of or in connection with this Letter and the Terms shall be governed by and shall be construed in accordance with English law.
 - B. Subject to Clause 10.2, both parties hereto hereby irrevocably submit to the exclusive jurisdiction of the courts of England to settle any Dispute.
2. Entire Agreement

This Letter and the Terms constitute the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter mentioned herein.

3. Amendments

This Agreement may only be amended by mutual agreement in writing signed by both parties.

4. Waiver

No party to this Agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

5. Severance

Any term of this Agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this Agreement is not limited or otherwise affected.

6. Third Party Rights

This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

7. Assignment

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party



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