

Tautsec CyberCorp Pty Ltd ACN 664 528 385 - Subscription Agreement

1. Disclaimer in respect of insurance offerings

- 1.1 Throughout this Agreement, Tautsec CyberCorp Pty Ltd ACN 664 528 385 will be referred to as 'Tautsec', 'we', 'us', 'our' and similar.
- 1.2 In so far as it relates to insurance, content on the Tautsec website or otherwise provided by Tautsec via the Service summarises selected issues of interest to current or potential insurance buyers.
- 1.3 The content of Tautsec's website or otherwise provided by Tautsec via the Service, including any information contained on the website, has been prepared without taking into account your objectives, financial situation or needs. You should consider the appropriateness of the information, taking these matters into account, before you act on any information. In particular, you should review the product disclosure statement for any product that the information relates to it before acquiring the product.
- 1.4 Professional advice should always be sought before any action is taken based on the content of Tautsec's website.
- 1.5 The insurance information provided on Tautsec's website and via the Service is general in nature only.
- 1.6 Information is current as at the date articles are written as specified within them but is subject to change. Tautsec, its subsidiaries and its associates make no representation as to the accuracy or completeness of the information.
- 1.7 Any statements relating to the past may not occur in future.

- 1.8 Any case studies are shown for illustrative purposes only.

2. Services

- 2.1 Subject to the terms of this Agreement and payment of the applicable subscription fees, Tautsec grants the Subscriber a non-exclusive, non-transferable, revocable license to access and use the Service solely for Subscriber's internal business purposes.
- 2.2 The Service uses industry categorization and Subscriber Data to provide access to compliance frameworks and make Recommendations on cybersecurity measures. These Recommendations are generated based on current industry advice, norms and practices but are not guaranteed to be exhaustive or tailored to the unique needs of the Subscriber.
- 2.3 Tautsec does not guarantee that use of the Service, compliance frameworks, or Recommendations will protect the Subscriber from cyber risks or security breaches and Tautsec is not liable for any cyberattacks, breaches, threats, Attacks or similar suffered by the Subscriber.
- 2.4 The Subscriber acknowledges and agrees that they bear full responsibility for implementing any actions recommended via the Service and any other actions that may, in the Subscriber's particular circumstances, be necessary to achieve adequate cyber protection or compliance. The Subscriber agrees that regardless of whether Recommendations are wholly or partially implemented by the Subscriber, the Subscriber indemnifies, and releases Tautsec from any Loss or Claim suffered by the Subscriber as a result of any

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- cyberattacks, breaches, threats, Attacks or matters of a similar nature.
- 2.5 Use of the Service is not, nor should it be taken as, a substitute for professional advice and Tautsec is not liable for the Subscriber's use of the Service or any information Tautsec provides to the Subscriber in respect of cybersecurity compliance, nor should Tautsec's Service be taken as a complete solution for training and testing staff to ensure appropriate cyber compliance.
- 2.6 Maintenance to the Service may on occasion require a period of downtime and Tautsec will seek to minimise such downtime. Where planned maintenance is being undertaken, Tautsec will attempt to notify the Subscriber in advance, but this is not guaranteed.
- 2.7 Whatever the cause of any downtime or access issues, the Subscriber's only recourse is to discontinue using the Service.
- 2.8 Tautsec may, and reserves the right to, release modifications and enhancements to the Service, and in some cases re-configure features.
- 2.9 Any insurance products referred or offered through the Service are provided by third-party insurers and are subject to separate contracts with those insurers. Tautsec is not liable for any disputes, Loss or Claims arising from such insurance products.
- 3. Subscriber Responsibilities**
- 3.1 The Subscriber is responsible for managing their subscription and who has access to the Service via their subscription.
- 3.2 The Subscriber undertakes to Tautsec to keep the Subscriber's information (including their email address) accurate and up to date. The Subscriber is also responsible for protecting the Subscriber's username and password from being misused, stolen or otherwise corrupted or interfered with. It is the Subscriber's responsibility to ensure the Subscriber adopts and uses strong passwords.
- 3.3 The Subscriber acknowledges and agrees that they are solely responsible for assessing, implementing, and actioning any and all Recommendations provided through the Service. The Subscriber is responsible for determining whether any Recommendations are appropriate or sufficient for the business needs and for ensuring their proper implementation.
- 3.4 The Subscriber is solely responsible for ensuring that their use of the Service, including any actions taken based on Recommendations, complies with applicable laws, regulations, and industry standards.
- 3.5 The Subscriber is responsible for the accuracy, legality, and integrity of all Subscriber Data submitted to the Service. Tautsec assumes no responsibility for ineffective Recommendations made or Loss suffered in connection with the provision of inaccurate, incomplete or false Subscriber Data.
- 3.6 The Subscriber must provide Tautsec with all information reasonably required for Tautsec to perform the Service.
- 3.7 If requested by Tautsec, the Subscriber will provide Tautsec with access to the Subscriber's network and IT Environment,

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which may be physical or by VPN connectivity, as required by Tautsec.

3.8 The Subscriber is responsible for protecting and backing-up its own data and equipment, including its IT Environment. Unless otherwise agreed, if Tautsec causes loss of, or damage to, any Subscriber Data, Tautsec's sole liability for the lost or damaged data is to assist the Subscriber to restore the lost or damaged data to the last available restoration point.

3.9 The Subscriber will take all reasonable steps to ensure that the Service does not pose a threat to its IT Environment, including by updating to the latest operating system and applying service packs and patches.

4. Limitations and Disclaimers

4.1 Subject to any provisions of the Australian Consumer Law which Tautsec cannot lawfully exclude, the Service is provided on an "as is" and "as available" basis without warranties of any kind, whether express, implied, or statutory, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Tautsec does not warrant that the Service will meet the Subscriber's specific requirements or that the Service will be uninterrupted or error-free.

4.2 The Subscriber acknowledges and agrees that, as cyber security is constantly changing, Tautsec does not guarantee that the Service, results of the Service, the implementation of Recommendations or otherwise will secure the Subscriber's network from every form of Attack, cyber threat or risk, or possible breach or will identify every vulnerability, Attack or threat in the IT Environment, including in the future.

4.3 Tautsec does not guarantee that the Subscriber's use of the Service will prevent Attacks, cyber risks, security breaches, or compliance failures. The Subscriber acknowledges that cybersecurity is a dynamic and evolving field and that no system, product, or service can provide absolute protection against all risks.

5. Third-party products

5.1 If Tautsec introduces third-party providers or products as part of or in connection with the Service, any such third-party providing third-party products is independent of Tautsec, including in respect to payment and terms and responsibilities to the Subscriber. Tautsec does not endorse or assume any responsibility for third-party products. Some third-party providers, may, however, pay Tautsec a fee or commission that is related to referrals made in favour of those third-party providers. Please read Tautsec's Financial Services Guide (available [here](#)) for further information about commission and fees. Tautsec strongly recommends the Subscriber read the terms and conditions and privacy policies of any third-party providers the Subscriber intends to engage with.

5.2 Tautsec may provide access to third-party insurance providers, tools, or services as part of the Service. Tautsec is not responsible for the performance, availability, or accuracy of any third-party products or services and disclaims any liability arising from their use.

6. Fees and Payment

6.1 The Subscriber agrees to pay all applicable subscription fees as described at the time of purchase. The fees may be charged

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- monthly, annually, or in another specified billing cycle, and are non-refundable except as otherwise stated in this Agreement or required by law.
- 6.2 Tautsec reserves the right to modify subscription fees and will notify the Subscriber of any fee changes in advance. The continued use of the Service after the effective date of fee changes constitutes acceptance of such changes.
- 6.3 The Subscriber is responsible for paying all external fees and taxes associated with the Subscriber's use of the Service. If GST is payable on the subscription fees for the use of the Service, the Subscriber must pay to Tautsec an amount equal to the GST payable on the subscription fee at the time and in the manner that the subscription fee is paid to Tautsec.
- 7. Term and Termination**
- 7.1 This Agreement begins on the Effective Date and continues for the initial subscription period selected by the Subscriber.
- 7.2 Not less than 30 days before the end of the initial subscription period (and each subsequent subscription period), either party may serve written notice on the other party stating it will not renew the subscription.
- 7.3 If notice of termination is not received or provided by either party, this Agreement will continue to renew for a period which matches the Subscriber's initial subscription period (unless the Subscriber requests an alteration to their subscription period at least 30 days before the end of their then current subscription period).
- 7.4 The Subscriber may terminate this Agreement at any time by cancelling their subscription. Where a Subscriber terminates their subscription, the Subscriber will cease to have access to the Service at the expiration of the then current and paid for subscription period. Subject to the Australian Consumer Law, the Subscriber will not be entitled to a refund of any prepaid fees as a result of the termination.
- 7.5 Tautsec reserves the right to terminate this Agreement or suspend access to the Service without notice if the Subscriber breaches any provision of this Agreement, fails to pay applicable fees, or engages in conduct that harms the integrity of the Service or is otherwise in breach of Tautsec's Terms of Use or other requirements.
- 7.6 Upon termination of this Agreement, all rights to access and use the Service shall immediately cease.
- 7.7 Clause 3, 4, 8 and 12 of this Agreement shall survive termination.
- 7.8 Once a subscription is terminated by either party and the relevant subscription period has expired, the Subscriber's account is archived and the Subscriber Data will no longer be available to the Subscriber. Tautsec will retain the Subscriber Data for a period of time consistent with Tautsec's data retention policy, during which, the Subscriber can reactive their subscription and once again access the Subscriber Data by paying the required subscription fee. Tautsec may retain Subscriber Data in case the Subscriber requires access to it but Tautsec can have Subscriber Data removed completely upon request from the Subscriber.

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8. Intellectual Property

8.1 Tautsec retains all rights, title, and interest in and to the Service and all other Tautsec Intellectual Property, including all underlying technology, software, and associated intellectual property. This Agreement does not grant the Subscriber any ownership rights in the Service or the Tautsec Intellectual Property.

8.2 The Subscriber must not copy, modify, distribute, or create derivative works of the Service or the Tautsec Intellectual Property. The Subscriber agrees not to reverse engineer, decompile, or disassemble the Service or the Tautsec Intellectual Property.

9. Sensitive Information and information sharing

9.1 The Subscriber acknowledges that Tautsec may access or be able to view sensitive or Confidential Information in the course of performing and providing the Service.

9.2 Tautsec may be required by law to inform appropriate law enforcement officials if Tautsec discovers anything illegal in the course of performing the Service.

9.3 Tautsec's Service allows certain parties to share information with another, particularly in respect of a party's supply chain and level of cyber security. Accordingly, information and content that the Subscriber elects to share, or post may be seen by other subscribers or users at the Subscriber's election.

9.4 In the future, Tautsec may offer a service which allows third parties to confirm whether a party is or is not a subscriber to Tautsec's Service. Should Tautsec offer this

service, the Subscriber consents to Tautsec confirming its subscriber status with third parties.

9.5 Where Tautsec has made settings available, Tautsec will endeavour to honour the choices the Subscriber makes about who can see content or information published or uploaded by the Subscriber.

9.6 Tautsec is not liable for the disclosure or destruction of any Confidential Information occasioned due to a Subscriber choosing to share Confidential Information, Subscriber Data or other information with other parties via Tautsec's website, service or platforms.

9.7 By using the Service, the Subscriber may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive, untrue, deceptive or otherwise harmful, particularly where such information is posted or made available by other subscribers. Tautsec does not review or verify the content provided by subscribers or others. The Subscriber agrees that Tautsec is not responsible for others' (including other subscribers') content or information. Tautsec cannot always prevent such misuse of the Service, and the Subscriber agrees that Tautsec is not responsible for any such misuse.

10. Privacy and data use

10.1 The Subscriber consents to and grants Tautsec a licence to use, copy, transmit, store, analyse and back up all data the Subscriber submits to Tautsec through the Service, including any personal data submitted, so that:

- (a) the Subscriber can use and Tautsec can provide, the Service;

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| <p>(b) Tautsec may develop and protect the Service;</p> <p>(c) Tautsec may create new services;</p> <p>(d) Tautsec may communicate with the Subscriber about their subscription; and</p> <p>(e) Tautsec may send the Subscriber information Tautsec considers may be of interest to the Subscriber.</p> <p>10.2 Tautsec will access and use all Subscriber Data in accordance with the terms of its Privacy Policy, which can be accessed here.</p> <p>10.3 Tautsec's Privacy Policy sets out in detail how Tautsec processes personal data that a Subscriber may submit via the Service, such as names and email addresses. A link to Tautsec's Privacy Policy is provided at clause 10.2 above. If the Subscriber does not agree with how Tautsec collects or discloses information as described in the Privacy Policy or within this Agreement, the Subscriber should not use or continue to use the Service.</p> <p>10.4 When a Subscriber utilises the Service, Tautsec may create anonymised statistical data from the Subscriber Data and usage of the Service. Once anonymised, Tautsec may use the data for its own purposes, such as to benchmark different subscribers and users (without identification), publication of risks and trends in cybersecurity, develop new services or product offerings or improve Tautsec's services.</p> <p>10.5 If Tautsec consider or suspect that unauthorised access to personal data in respect to a Subscriber's subscription has occurred, Tautsec will notify the Subscriber. It is the Subscriber's responsibility to</p> | <p>determine whether the Subscriber needs to notify a relevant authority.</p> <p>10.6 While using the Service, the Subscriber may share Confidential Information with Tautsec, and the Subscriber may become aware of Confidential Information about Tautsec. Each party agrees to take reasonable steps to protect the other party's Confidential Information from being accessed by unauthorised individuals. If legally required or compelled to do so, either may share the other's Confidential Information with legal or regulatory authorities.</p> <p>11. Security</p> <p>11.1 Tautsec has taken all reasonable steps to secure and protect the Subscriber Data but no electronic storage method is completely secure and Tautsec cannot guarantee absolute security. Tautsec will notify the Subscriber if there appears to be unauthorised access to a Subscriber's account or the Subscriber Data and Tautsec may also restrict access to certain parts of the Service until it can be verified that access to an account was by an authorised user.</p> <p>11.2 Tautsec may introduce security features to make the Subscriber's account more secure, such as two-step authentication and may require the Subscriber to adopt some of these features. Where Tautsec makes the use of security features optional, Tautsec is not liable for any consequences suffered due to the Subscriber not using those features.</p> <p>11.3 If the Subscriber becomes aware of or suspects any unauthorised use of the Subscriber's password or any breach of security to the Subscriber's account or</p> |
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email address linked to the Subscriber's account, the Subscriber must notify Tautsec immediately.

12. Liability and indemnity

12.1 The Subscriber indemnifies Tautsec against all Losses and Claims (including third-party claims) that Tautsec incurs or suffers in connection with the Subscriber's use of the Service (whether in breach of this Agreement or otherwise) or the Subscriber's breach of this Agreement.

12.2 Under the Australian Consumer Law, consumers have certain rights which cannot be excluded, including guarantees as to the acceptable quality and fitness for purpose of goods and services. Subject to any rights the Subscriber has under the Australian Consumer Law, Tautsec provides the Service as is, and disclaims all warranties, express or implied, including any implied warranties of merchantability, fitness for a particular purpose and non-infringement. Tautsec specifically does not warrant that the use of the Service will guard against all cybersecurity risks to the Subscriber's business. Tautsec's liability for breach of a consumer guarantee under the Australian Consumer Law (or any other breach of the Australian Consumer Law) is limited, at Tautsec's election, to either replacing or paying the cost of replacing the Service (unless the services and goods supplied are acquired for personal use or it would not be fair and reasonable for the limitation of liability to apply in the circumstances).

12.3 Other than liability for breach of the Australian Consumer Law or any other liability that Tautsec cannot, by law, limit or exclude, Tautsec's liability to the Subscriber in connection with the Service, this

Agreement or otherwise, is limited as follows:

- (a) Tautsec has no liability arising from the Subscriber's use of the Service for any loss of revenue or profit, loss of goodwill, loss of customers, loss of capital, loss of anticipated savings, legal compliance issues, damage to reputation, loss in connection with any other contract, or indirect, consequential, incidental, punitive, exemplary or special loss, damage or expense;
- (b) For loss or corruption of Subscriber Data, Tautsec's liability is limited to taking reasonable steps to try to recover that data from Tautsec's available backups;
- (c) Tautsec's total aggregate liability to the Subscriber in any circumstances is limited to the total amount the Subscriber paid for their subscription in the 12 months immediately preceding the date on which the claim giving rise to the liability arose.

12.4 The Subscriber agrees to indemnify and hold harmless Tautsec, its affiliates, officers, directors, employees, and agents from and against any and all Claims and Loss (including reasonable legal fees) arising out of or related to the Subscriber's use of the Service, the Subscriber's breach of this Agreement, or the Subscriber's failure to implement Recommendations.

13. Miscellaneous

13.1 Jurisdiction

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This Agreement is governed by and construed in accordance with the laws of Queensland, Australia.

13.2 Entire agreement

This Agreement, together with Tautsec's Terms of Use, Financial Services Guide and Privacy Policy, form the entire agreement between you and Tautsec in relation to your use of the Service.

13.3 Amendment to terms of Agreement

The Subscriber can review the most current version of this Agreement at any time [here](#). Tautsec reserves the right to update, change or replace any part of the terms of this Agreement by posting updates and/or changes to our website. The Subscriber's continued use of or access to the Service following the posting of any changes constitutes acceptance of those changes.

13.4 Assignment

The Subscriber must not assign or transfer this Agreement without the prior written consent of Tautsec. Tautsec may assign this Agreement in its sole discretion.

13.5 Events outside of Tautsec's control

Tautsec is not liable to the Subscriber for any failure or delay in performance of any of Tautsec's obligations under this Agreement arising out of any event or circumstance beyond Tautsec's reasonable control.

14. Contact Information

- 14.1 If the Subscriber has any questions regarding this Agreement, please contact Tautsec at info@tautsec.com.

15. Acknowledgement of term of Agreement

- 15.1 By subscribing to the Service, the Subscriber acknowledges that they have read, understood, and agree to the terms and conditions of this Agreement.

16. Definitions

- 16.1 In this Agreement:

Agreement means this subscription agreement, as updated from time to time in accordance with the terms of this agreement.

Attack means any unauthorised access or attempted access to the IT Environment, denial of service or attempted denial of service of the IT Environment.

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Claim means any claim, notice, demand, action, proceeding, litigation, investigation, or judgment, however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort, statute or otherwise and whether involving a third-party or a party to this Agreement.

Compliance Framework means the cybersecurity frameworks that the Company provides access to, including industry standards, risk assessments, and guidelines.

Confidential Information includes, without limiting its ordinary meaning, any information about either party or of any of their Related Body Corporates (as defined by the *Corporations Act 2001* (Cth)) or their

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affairs or either party's customers or clients or that of their Related Body Corporates. Confidential Information also includes but is not limited to any written or oral information in any form (including electronic) of a commercial, operational, technical or financial nature which is not publicly available and specifically all information relating to technology, IT systems, operating systems, trade secrets, intellectual property, corporate opportunities, research, training, systems, financial and sales data, pricing and trading terms, evaluations, opinions, interpretations, acquisition prospects, the identity of customers, their activities and their requirements, the identity of key customer or client contacts, marketing and merchandising techniques, prospective names and marks.

Effective Date means that date upon which the Subscriber will gain access to the Service, as confirmed in writing by Tautsec.

Financial Services Guide means Tautsec's financial services guide, as amended from time to time and which can be accessed [here](#).

Insurance Offering means any insurance products made available for purchase or referral through the Service, subject to separate terms and conditions with third-party insurers.

IT Environment means the Subscriber's IT environment, including applications, networks, servers, hosts and workstations, which may be located or hosted at the Subscriber's premises or hosted externally.

Loss means losses, liabilities, damages, costs (on a full indemnity basis), charges and expenses.

Privacy Policy means Tautsec's privacy policy, as updated from time to time and which can be accessed [here](#).

Recommendations means suggestions or action points provided by Tautsec as part of the Service based on the Subscriber's industry and risk profile, which the Subscriber is solely responsible for evaluating and implementing.

Service means the software-as-a-service (**SaaS**) product provided by Tautsec, which grants the Subscriber access to simplified cyber compliance frameworks, provides insurance offerings, and makes recommendations on actionable items based on industry category analysis.

Subscriber means the party subscribing to the Service by accepting the terms of this Agreement.

Subscriber Data means any data, information, or materials uploaded or submitted by the Subscriber to the Service.

Tautsec Intellectual Property means all of Tautsec's intellectual property rights (whether registered or unregistered) including in respect of:

- (a) business names;
- (b) domain names;
- (c) trade marks;
- (d) Confidential Information; and
- (e) patents, patent applications, drawings, discoveries, inventions, improvements, trade secrets, technical data, formulae, computer programs, data bases, know-how, logos, designs and copyright.

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Term means the period during which the Subscriber has active access to the Service, as defined in clause 7.

Terms of Use means the website terms of use published on Tautsec's website from time to time. The most recent version of the Terms of Use can be accessed [here](#).