

END USER LICENCE AGREEMENT INFOTRUST SECURITY AWARENESS SERIES

This agreement is made between Infosurety Pty Ltd t/a InfoTrust (ABN 861 690 305 68) (**us, we or our**) and the entity named on the InfoTrust Agreement (**you or your**). You agree to be bound by this agreement when the you use any of the products described in Schedule 1 (**Service**). Use of the Service is also governed by the InfoTrust agreement between us and you that sets out usage, term, charges and payment, and other matters (**InfoTrust Agreement**). To the extent of any inconsistency between the InfoTrust Agreement and this agreement, the InfoTrust Agreement will prevail.

1. Licence

- 1.1 Subject to your compliance with this agreement, we grant to you a non-exclusive, non-transferable licence to use the Service for your internal business purposes, in accordance with the InfoTrust Agreement.
- 1.2 The Service may use open source or other third party materials that are subject to a separate licence. If this is the case, please refer to the applicable third party or open source licence terms.
- 1.3 To facilitate your use of the Service, we will provide you with access to the Service and/or the relevant digital assets. Digital assets may include video files and SCORM packages.
- 1.4 You are solely responsible for maintaining the confidentiality and security of your username, password, account and any digital assets we provide access to. You are also solely responsible for all activities on your account.
- 1.5 You agree to notify us immediately of any unauthorised use of your account or the Service. We will not be liable for any loss or damage arising in connection with any unauthorised use of your account.
- 1.6 We may, in our sole discretion, suspend or terminate your account, pursuant to an advance notification and refuse any and all current or future use of the Service. If InfoTrust does suspend or terminate your account, any costs incurred for use of the service will be prorated for the remaining contracted term and credited to the customer's account.

2. Acceptable Use

- 2.1 You must not:
 - (a) copy, modify, or create derivative works based on the content available on or through the Service;
 - (b) use the Service for any purpose not set out in this agreement;
 - (c) infringe the intellectual property rights, privacy or confidentiality of us or any third party;
 - (d) distribute, transfer, sublicense, lease, lend, or rent the Service to any third party;
 - (e) engage in any activity that may result in injury, death, property damage, and/or liability of any kind; or

- (f) interfere or disrupt the Service, servers or networks connected to the Service or another person's use of the Service, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature.

3. Term

- 3.1 This agreement starts when you begin using the Service and will continue until you cease using the Service, unless terminated earlier in accordance with the InfoTrust Agreement or this agreement.
- 3.2 Upon termination of this agreement or the InfoTrust Agreement, you must immediately cease using the Service

4. Intellectual Property

We own, or are the licensee of, all of the intellectual property rights in the Service including without limitation, text, photos, graphic designs, images and video content. This agreement does not transfer any intellectual property rights from us to you or any third parties. If you infringe our intellectual property rights or the rights of any other third party, we have the right to deny access to or terminate your use of the Service immediately.

5. Data

- 5.1 You acknowledge and agree:
 - (a) we may collect aggregated information about your activities, and details of how you use the Service, the types of content you engage with or the frequency and duration of your activities;
 - (b) we may collect metadata, which is technical data that can describe the details of how content was collected and how that content is formatted;
 - (c) we may automatically store log files to analyse trends, to administer the Service, to generally improve the Service and for marketing; and
 - (d) we may audit your use of the Service during and after this agreement to ensure your usage is in accordance with this agreement and the InfoTrust Agreement. You will grant us all access to your systems and records that we reasonably require in order to perform these audits.
- 5.2 The Service may contain links to third-party websites, products, and services. We may also use or offer products or services from third parties. Information collected by third parties is governed by that third party's terms.
- 5.3 Use of the Service is subject to our privacy policy, which can be found at <https://www.infotrust.com.au/privacy-policy/>

6. Warranties and Liability

- 6.1 To the extent permitted by law:

- (a) the services and all content delivered to you through the Service are (except as expressly stated by us) provided "as is" and "as available" for your use without warranties of any kind, either express or implied, including all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement; and
- (b) we, our directors, officers, employees, affiliates, agents, contractors, or licensors will not be liable for any direct, indirect, incidental, punitive, special, or consequential damages arising from your use of any of the Service or for any other claim related in any way to your use of the Service and/or content, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the Service.

6.2 You acknowledge that the use of the Service is at your sole risk.

6.3 We do not guarantee, represent, or warrant that your use of the Service will be uninterrupted or error-free, free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion.

6.4 If we are liable to you under the Australian Competition and Consumer Act 2010 (*Cth*), we limit our liability in respect of any claim under those provisions to:

- (a) the supplying of the services again; or
- (b) the payment of the cost of having the services supplied again.

7. Indemnity

You indemnify and hold us, our directors, officers, employees, affiliates, agents, contractors, and licensors harmless with respect to:

- (a) any claims arising out of your breach of this agreement;
- (b) your use or misuse of the Service; and
- (c) your infringement of our, or a third party's, intellectual property rights.

8. General

8.1 If any term or provision of this agreement is held by a court to be illegal, invalid or unenforceable under the applicable law, that term or provision will be severed from this agreement and the remaining terms and conditions will be unaffected.

8.2 A failure to enforce any right or provisions in this agreement will not constitute a waiver of such or any other provision.

8.3 We will not be responsible for failures to fulfil any obligations due to causes beyond our control.

8.4 The Service or content made available on or through the Service, are not intended for distribution to, or use by, any person or entity, in any jurisdiction or country, where such distribution or use would be contrary to law or regulation. We may limit the availability of the Service or content, or any part of, to any person, geographic area, or jurisdiction at any time.

8.5 This agreement is governed by the laws of New South Wales, Australia. You agree to submit to the non-exclusive jurisdiction of the courts of the State of New South Wales to resolve any dispute or claim arising from this agreement.

Schedule 1: Service Names and Descriptions

The Service incorporates a range of products that can be purchased individually or in bundles, as set out in the below table.

Product	Inclusions	Exclusions
Security Awareness Series Product Type: Recurring Annual Subscription	<input type="checkbox"/> 8 security awareness videos hosted on Vimeo. <input type="checkbox"/> Document outlining embeddable codes <input type="checkbox"/> Document outlining quiz questions <input type="checkbox"/> Document outlining recommended internal communication schedule (email templates).	<input type="checkbox"/> Any modifications or implementations of video
Security Awareness Series – Major Change Product Type: One Time Purchase.	<input type="checkbox"/> Requiring change in audio voice-over or graphics, quote shall be provide subject to agreed scope.	<input type="checkbox"/> Modifying the script or adding new content. Modifying the script or content that results in anything more than a 20% change in length of video constitutes a Custom Video. Anything else is considered a Custom Video creation
Security Awareness Series – Minor Change Product Type: One Time Purchase.	<input type="checkbox"/> Trim or add branding, logo to a video	<input type="checkbox"/> Anything else is considered a major change
Security Awareness Series – Custom Video Creation Product Type: One Time Purchase and Recurring Annual Subscription	<input type="checkbox"/> Script and video creation of up to 3 minutes length. Videos of longer duration may incur and increased cost. Hosting of custom video on Vimeo.	
Phishing Simulation as a Service Product Type: Recurring Annual Subscription	<input type="checkbox"/> Phishing campaign plan in advance based on the number of campaigns purchased. <input type="checkbox"/> Phishing emails to nominated email addresses grouped in campaigns	<input type="checkbox"/> Build out customised phishing email templates <input type="checkbox"/> Custom reporting or analytics outside of our standard offering <input type="checkbox"/> Ad-hoc phishing campaigns

	<ul style="list-style-type: none"> <input type="checkbox"/> Use existing phishing templates from our global and local library <input type="checkbox"/> Reporting outlining phishing test results with trends analysis. 	
Phishing Simulator Product Type: Recurring Annual Subscription	<ul style="list-style-type: none"> <input type="checkbox"/> Access to phishing simulator platform <input type="checkbox"/> Access to global and local templates 	<ul style="list-style-type: none"> <input type="checkbox"/> Conduct phishing tests on behalf of client <input type="checkbox"/> Development of custom phishing templates <input type="checkbox"/> Additional phishing reporting outside of platform capability
Managed Security Awareness Series Product Type: Recurring Annual Subscription	<ul style="list-style-type: none"> <input type="checkbox"/> Security awareness plan and calendar for nominated period <input type="checkbox"/> Development or supply of security collateral (limited to email, document, poster and video) <input type="checkbox"/> Development or supply of education sessions (training or knowledge sessions) 	<ul style="list-style-type: none"> <input type="checkbox"/> Custom development of security collateral outside of InfoTrust's existing content libraries