



Corum Cyber Defence Terms of Use

Corum Cyber Defence

Terms of Use

These terms set out your legal rights and responsibilities when using Corum Cyber Defence and will form part of the agreement between you and us.

In this document:

- you or your means you or the business or company you are authorised to represent.
- Corum, we, our or us means Corum Health Pty Limited ABN 63 086 308 858

You can obtain a Subscription to use Corum Cyber Defence via our Online Subscription Portal or by signing an Order Form and returning it to us.

These terms are included in any subscription for Corum Cyber Defence you obtain.

Licence

Corum grants you a non-exclusive, nontransferable, non-assignable limited licence to use Corum Cyber Defence solely in accordance with these terms.

You may only use Corum Cyber Defence:

- for the business which is licensed to use it;
- for the number End Users licensed; and
- if the subscription is designated to a number of devices or virtual environments, for that number of devices or virtual environments.

If you wish to use Corum Cyber Defence for any other business, additional End Users, devices or virtual environments you must purchase additional subscriptions for them.

You acknowledge that Corum Cyber Defence is licensed, and the licence does not constitute a sale of, transfer of title of all or a portion of Corum Cyber Defence or the underlying Intellectual Property Rights.

You agree not to, or permit others to:

- seek to determine or obtain the source code, including by reverse engineering or decompiling the software or services.
- make any modifications to the software or services;
- commercialise the software or services, including by selling, lending or renting them;
- transfer the software or services to anyone else, including by sub-licensing or assigning them;
- using a pirated version of the software or services;
- create a product or service based on the software or services;
- use the software or services to do anything illegal;
- publish or make copies of the software (other than for backups);
- interfere with anyone else's use of the software or services;
- try to get around any technical protection mechanisms in the software or services;
- install the software or services on more devices than you are permitted to (including failing to delete the software or services from a device); or
- continue to use the software or services after your rights to use the software or services have expired or been terminated.

If you access or use Corum Cyber Defence outside of Australia, you do so at your own risk and are responsible for complying with local laws.

End Users

You are responsible for all acts and omissions of your End Users in relation to Corum Cyber Defence regardless of whether you authorised those acts or omissions.

You are also responsible for maintaining the confidentiality of you and your End Users' login credentials.

If an End User violates these terms of use or uses the software or services in a manner that we reasonably believe will cause a liability, we may request that you suspend or terminate the conduct and/or the End User's account involved. We reserve the right, in our sole discretion, to suspend or terminate the End User's account or your Subscription if any such request is not promptly complied with.

Acceptable Use Policy

You must and must ensure all End Users comply with our acceptable use policy, available at <https://corumhealth.com.au/>, in relation to your use of Corum Cyber Defence.

Order form

If there are any inconsistencies between these terms and the Order Form countersigned by you and us, then the terms of that Order Form will prevail to the extent of any inconsistency.

Fees and Payment Terms

You must pay the Fees as specified in your Subscription.

Failure to pay the Fees on time may result in your Subscription being suspended or terminated.

The Fees specified in your Subscription are exclusive of any applicable goods and services tax, value added tax or similar government tax, or charge and you must pay the amount of such tax in addition to the Fees.

Customer Support

If your Subscription qualifies for technical support, you will receive the level of support specified in your Subscription.

Customer administrator

You may designate selected End Users as "Administrators" of your Subscription. Administrators may have enhanced access to the software and services, including the ability to access, disclose, restrict or remove Customer Data from the software and services. Administrators may also have the ability to monitor, restrict, or terminate access to End User accounts. You are responsible for all actions and omissions of any Administrator appointed by you, including ensuring that they comply with these terms, applicable laws and regulations.

Updates and Maintenance

Corum Cyber Defence will require maintenance and be upgraded from time to time. You should plan for both scheduled and unscheduled downtime of Corum Cyber Defence. We will do what we can to limit any interruption to our customers, but we cannot guarantee we will be able to do that in all circumstances.

We regularly release upgrades, enhancements and modifications to our software and services (**updates**). Once an update becomes available, we may stop supporting previous versions of the software and services. To make sure you can use new features we develop, you agree to let us install updates in the background.

We may also be required to make changes to our software and services if required by third party platforms and software that are outside of our control.

Data

You retain ownership to all Customer Data. You grant Corum and its Related Bodies Corporate a non-exclusive, fully paid, royalty free, perpetual, worldwide license to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Customer Data in connection with and limited to providing you the software and services. You also grant us the right to sub-license these rights to our hosting, connectivity and telecommunications service providers to the extent required for the performance of our obligations and the exercise of our rights under these terms.

You represent and warrant that:

- you own all rights to your Customer Data or have the rights granted to Corum described in the paragraph above; and
- the Customer Data does not infringe on the Intellectual Property Rights, privacy rights or other legal rights of any third party.

You acknowledge that we may transfer, store and process Customer Data in locations other than your principal place of business, including on third party platforms and services.

Hardware

In connection with your Subscription, we may provide you with hardware devices under license from us. We retain ownership to all hardware devices provided to you and your End Users under or in connection with your Subscription.

At the end of your Subscription or upon written request from us (acting reasonably) you must return all hardware devices to us within 14 days. We reserve the right to charge you for the cost of any hardware devices which you fail to return to us in accordance with these terms of use.

Intellectual Property Rights

Corum, its Related Bodies Corporate or licensors own all Intellectual Property Rights in and related to the Corum Cyber Defence and other services provided under or in connection with these terms of use, including related knowledge and processes and any derivative works of them. All rights not expressly granted to the you are reserved for Corum, its Related Bodies Corporate or licensors.

You covenant, on behalf of yourself and your successors and assigns, not to assert against Corum, its Related Bodies Corporate or licensors, any rights or any claims of any rights in the Corum Cyber Defence and other services provided under or in connection with these terms of use.

Privacy

We may use your information, including personal information, and any technical information about your use of Corum Cyber Defence, in accordance with our privacy policy as amended from time to time. Our privacy policy is available at www.corumgroup.com.au/legal/privacy-policy.

Confidential information

We and you must (i) use Confidential Information only for the purposes of providing or obtaining software and services pursuant to these terms; (ii) put in place industry-standard measures aimed at protecting Confidential Information from unauthorised access or disclosure; and (iii) not disclose Confidential Information except as reasonably necessary to provide or obtain the software and services or as required by law.

Third Party Requests

You agree that you are solely responsible for responding to any Third-Party Request and will only contact Corum for assistance if you cannot obtain the requested information after exhausting commercially reasonable efforts to obtain it.

We will make commercially reasonable efforts to assist you with any Third-Party Request, provided that you pay for our reasonable costs in providing such assistance.

Security, facilities and data processing

You acknowledge that Corum implements technical and organisational measures designed to secure your data from accidental loss and from unauthorised access, use, alteration, and disclosure. You also acknowledge that no data transmission over the internet and other networks is 100% secure. You acknowledge we cannot guarantee that unauthorised third parties will never be able to defeat those measures or use your data for improper purposes and that you provide your data at your own risk.

You must immediately notify us of any unauthorised use or access to software or services.

Security Emergencies

If there is a Security Emergency, we may, without prior notice suspend the use of the software and services (in whole or part) until the Security Emergency has passed. We will make commercially reasonable efforts to minimise any suspension so as to mitigate any impact on you and other customers.

Acknowledgements

Corum Cyber Defence is provided on an 'as is' and 'as available' basis. We do not warrant that it will meet your specific requirements, will be correct, accurate, appropriate, reliable, timely, secure, uninterrupted, or error-free or will be of any particular quality or meet your particular expectations.

Corum does not guarantee the Corum Cyber Defence will be continuously available or continuously operational. Without limitation, the functionality of Corum Cyber Defence is dependent on numerous third-party software, services and platforms and you confirm that Corum has no liability at all for any failures or circumstances arising from any failures of those third-party software, services, and platforms.

We do not guarantee that Corum Cyber Defence or any other sites or communications we make available are free from errors, bugs, Malicious Code, or other conditions which could damage or interfere with software, data, hardware or systems with which it might be used or interface with.

To the extent permitted by law Corum Cyber Defence is provided without any warranties or guarantees of any kind. Corum disclaims all other warranties, whether express or implied, including any warranty, condition or other terms of satisfactory quality, merchantability, fitness for particular purpose and non-infringement. Corum makes no warranties about the accuracy, reliability, completeness or timeliness of the software and services provided pursuant to these terms of use.

You acknowledge that all cyber security protection measures are capable of being defeated or circumvented and that we cannot guarantee that Corum Cyber Defence will be 100% effective. Corum Cyber Defence will help you mitigate cyber security risks in general but will not be able to eliminate your cyber security risks and any damage or loss you suffer because of those risks occurring.

Limitation of Liability

Neither Corum, nor any of its directors, officers, employees agents or Related Bodies Corporate shall be liable to you in connection with Corum Cyber Defence and other services provided under or in connection with these terms of use arising directly or indirectly under or in connection with your Subscription or the performance or non-performance of your Subscription and whether arising under any indemnity, statute, in tort (for negligence or otherwise), or on any other basis in law or equity.

Corum will have no liability whatsoever to you for any loss, harm, damage, cost or expense (including legal fees) in the nature of special, indirect or consequential loss or damage (including, without limitation, economic loss, loss of contract, loss of profit or revenue, loss of opportunity, loss of production, production stoppage or loss of data).

Corum's liability to the you is otherwise limited to an amount not exceeding the greater of the Fees paid for your Subscription and \$2,000.

You must take all action reasonably practicable to mitigate any loss sustained or incurred by you in respect of any matter which results in or is likely to result a claim brought by you in relation to your Subscription.

We will not be liable for any failures or circumstances which arise by reason of strikes, riots, fire, explosions, acts of God, war, government action, failure of third-party services, epidemic or pandemic, environmental circumstances or any other cause which is beyond our reasonable control.

Consumer guarantees

Where any of the consumer guarantees under the *Competition and Consumer Act 2010*(Cth) (CCA) apply to the software or services provided under a Subscription, and the CCA voids or prohibits a provision in these terms of use excluding, restricting, or modifying such consumer guarantees, then, our liability arising out of the supply of the software and services for a failure to comply with such consumer guarantees is limited to the following remedies.

Our software and services come with guarantees that cannot be excluded under the CCA. For major failures of our software or services, you are entitled to:

- cancel your Subscription; and
- to a refund for the unused portion of the Subscription, or compensation for its reduced value.

You may also be entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your Subscription and obtain a refund for the unused portion of your Subscription.

Legal technicalities

These terms of use, combined with the Subscription, contain the entire understanding between the parties concerning Corum Cyber Defence and other services provided under or in connection with these terms of use and supersede all prior communications.

You are not entitled to assign the benefit of, or your obligations under these terms of use and any Subscription without our prior written consent, which we may not unreasonably withhold. We may assign our rights and benefits under these terms of use and any Subscription at any time without consent.

If any term or provision of these terms of use, or any Subscription, is held by a court to be illegal, invalid or unenforceable under the applicable law, that term or provision will be severed from these terms of use and/or Subscription and the remaining terms will be unaffected.

Interpretation of these terms of use and any Subscription shall not be affected by who prepared or benefits from them, and headings are for ease of reference only and do not affect interpretation.

These terms of use and any Subscription are to be governed by and construed with the laws of Victoria, Australia. The parties submit to the non-exclusive jurisdiction of the courts of Victoria.

Definitions

Account Data means the account and contact information about you and End Users.

Confidential Information means, in relation to your or our obligations respectively, non-public information concerning the other party that is commercially sensitive for that other party, but not any information that has become publicly available without any fault of the party subject to the confidentiality obligations.

Corum Cyber Defence means the suite of cyber security services provided by Corum specified in your Subscription including cyber security software, hardware firewall, monitoring and remediation services, system maintenance and upgrade services, policies and procedures, training and incident response services, as updated and amended by Corum from time to time.

Customer Data means Stored Data and Account Data.

End Users means any person who interacts with the software or services in connection with your Subscription, including if applicable your employees, contractors, their employees and your customers.

Fees means the fees specified in your Subscription.

Intellectual Property Rights means all present and future rights in or to any copyright, database, patent, design, utility model, trade mark (including any rights in get up or trade dress), brand name, service mark, trade name, domain name, business name, eligible layout right, chip topography right, plant breeder's right, know-how, trade secret, confidential information and any other rights of a proprietary nature in or to the results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether registered, registrable, patentable or not and wherever existing in the world, including all renewals, extensions and revivals of, and all rights to apply for, any of the foregoing rights.

Malicious Code means any code in any part of a software system or script that is intended to or that does cause undesired effects, security breaches, degradation to system speed or functionality to or damage to a system; including attack scripts, viruses, malware, worms, Trojan horses, backdoors, time bombs, and malicious active content.

Online Subscription Portal means any webpage or other online facility we make available for the purpose of customers procuring a Subscription.

Order Form means an order form for a Subscription which has been signed by you.

Personal Information has the meaning given to it by the *Privacy Act 1988* (Cth).

Related Body Corporate has the meaning given to it by the *Corporations Act 2001* (Cth).

Security Emergency means use of the software or services that could disrupt other customers use of the software or services or the infrastructure used to provide them, or any unauthorised access to the software or services.

Stored Data means files and structured data submitted to the Corum Cyber Defence by you or End Users.

Subscription means the agreement between use and us in relation to Corum Cyber Defence, as recorded via the Online Subscription Portal or in an Order Form.

Third Party Request means a request from a third party for records relating to your, and End Users use of the software or services, including information in or from your account or Subscription, including search warrants, court orders, subpoenas, other demands or requests of governmental authorities or private litigants.