

1 About us

We are Waterstons Pty Limited (ACN 629 158 247) whose address is at 4.03 6 Eden Park Drive, Macquarie Park, Sydney, NSW, 2113 (**Waterstons Pty**)

2 These terms

These terms apply to our Cybscribe subscription (**Cybscribe**) which you can sign up to via our website. Please read these terms carefully before you place any orders on our site, as they set out important information about your and our rights and obligations. Please note that you must agree to these terms before you place your order.

Cybscribe is only available to business customers, which means you are using the service for purposes relating to your trade, business, craft or profession. Cybscribe is not suitable for you if you are a consumer, i.e. if you are intending to use the service as an individual for purposes wholly or mainly outside of your trade, business, craft or profession. If you are an individual placing an order on behalf of a business, you confirm that you have authority to place such order for and on behalf of that business.

Any reference to '**we**', '**us**' or '**our**' in these terms is to Waterstons Pty, and any reference to '**you**' or '**your**' is to the person or business placing an order on our site.

We may make changes to Cybscribe and to these terms at any time. However, the terms which apply to your order will be those in force at the time you submitted your order to us.

Please note, if you choose to take additional services from us, these will be subject to separate terms and conditions.

3 Orders

When you submit the sign-up form on our website, you are placing an order for our Cybscribe subscription. Please check your order carefully and correct any errors before you submit it to us. Your order is an offer by you to subscribe to Cybscribe on these terms. Confirmation that your order has been successfully submitted does not mean that your order has been accepted by us. Acceptance of your order by us takes place when we send you your welcome email, at which point a legally binding contract is formed between you and us on these terms.

If we do not accept your order, we will contact you using the details you provided when you placed your order. We have the right to reject any order for any reason.

If you would like to make any changes to your order after you have submitted it, please contact us as soon as possible and we will let you know if it is possible to change your order.

4 Cybscribe

Once your order has been accepted, we will be in touch with your introductory information.

Coffee Club

If you have signed up for our 'Coffee Club' subscription, you will receive the following:

- Monthly Threat Report.

- Annual External Vulnerability Scan – the process will be explained to you and a separate Authorisation Form will be sent to you for signature before we go ahead with any vulnerability scans.
- Annual Cyber Maturity Assessment with practical recommendations.
- Annual (Non-Technical) Threat Briefing to educate your leadership team on the key threats and attacks happening in the industry and how best to protect against them.
- Quarterly session – either a networking forum or one-to-one session with one of our team.
- Annual service summary of activities and improvements.
- 5% discount on additional Waterstons professional services for the duration of your subscription:
 - to a maximum of \$100,000 AUD (in total)
 - excluding ongoing managed services, security operations contracts and/or resold goods and services
 - applies to new or returning clients only (who have not used any Waterstons services in the previous six months)

Lunch Club

If you have signed up for our 'Lunch Club' subscription, you will receive everything in the Coffee Club, as well as the following:

- Your External Vulnerability Scans will take place quarterly rather than annually
- Your Cyber Maturity Assessment will take place twice a year, rather than annually
- Annual user-training session to build everyday awareness for your staff
- 10% discount on additional Waterstons professional services for the duration of your subscription:
 - to a maximum of \$100,000 AUD (in total)
 - excluding ongoing managed services, security operations contracts and/or resold goods and services
 - applies to new or returning clients only (who have not used any Waterstons services in the previous six months)

Please note, all timescales are estimates. We will do our best to provide the services at the frequencies listed above, but occasionally business circumstances may mean that there may be a delay, or we may need to reschedule.

5 Duration and Renewal

When you sign up to Cybscribe, you are committing to a twelve-month subscription, which will automatically renew for a further twelve months, unless you let us know beforehand that you do not wish to renew. If you wish to cancel Cybscribe, you should let us know at least 30 days prior to the auto-renewal date, by emailing cybscribe@waterstons.com

We reserve the right to withdraw Cybscribe at any time, depending on our business circumstances. If for any reason we need to cancel your Cybscribe subscription, we will let you know using the contact details that you provided, and will arrange a pro rata refund for the remainder of the twelve month subscription period.

6 Payment

Cybscribe pricing is set out on our website. All prices are in Australian dollars (A\$), exclusive of GST.

Invoices will be sent either monthly or annually depending on which option you select when you sign up, and you should pay the invoice within 30 days of receipt to the bank account specified on the invoice. Failure to pay will result in the cancellation of your Cybscribe service.

Prices will be fixed for the first twelve months of your Cybscribe service. If we increase prices prior to your auto-renewal, we will notify you in advance and you will have the opportunity to cancel your renewal if you choose to do so.

7 Licensing

Anything that you receive from us as part of the Cybscribe subscription is licensed to you for your internal business purposes only. You must not use anything provided by us for any resale purposes.

You must not conceal, change or remove any markings which show who owns the content, such as copyright (©), registered trade mark (®) or unregistered trademark (™) markings.

If you do not comply with these license terms, we have the right to withdraw your Cybscribe subscription immediately by sending an email to the address you provided when you placed your order. You will not be entitled to a refund and we may seek to recover reasonable compensation from you according to law to cover losses resulting directly from your breach of these license terms.

8 Your information

Any personal information that you provide to us will be dealt with in line with our Privacy Statement on our website, which explains what information we collect and hold about you, and how we collect, store, use and share such information.

9 Warranties & Liability

Everything provided by us to you as part of your Cybscribe subscription will be provided using reasonable care and skill, in accordance with Good Industry Practice. We offer no warranties, and do not guarantee that any scans or advice given by us will prevent cyber incidents occurring.

Your Cybscribe subscription does not include technical remediation, only guidance and advice. If technical remediation support is required, this can be agreed as a separate service with us.

In agreeing to these terms, you warrant that:

1. you have the right, power and authority to enter into a contract with us to receive your Cybscribe subscription, and you agree that you will at all times comply with all applicable laws and regulations in connection with any aspect of your Cybscribe subscription.

2. any material or information provided by you, and its use by us for the purpose of providing your Cybscribe subscription and any services associated with it, will not infringe the rights of any third party, and you agree to indemnify us against any loss, damages, costs, expenses or claims arising from such infringement.

Our liability under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) will not exceed the total amount paid by you for the Cybscribe service.

Nothing in this clause shall exclude or limit liability for death or personal injury caused by negligence, fraud, or fraudulent misrepresentation, or any other liability that cannot be excluded or limited under applicable law.

10 Confidentiality

We and you each agree that we shall not at any time during the period of your Cybscribe subscription, and for a period of two years after termination of your subscription, disclose to any person any confidential information of the other party unless required to do so by law or a regulatory authority.

11 General Terms

You and we both agree that these terms constitute the entire agreement between you and us in relation to your order. You acknowledge that you have not entered into these terms in reliance on any representation or warranty that is not expressly set out in these terms and that you will have no claim for innocent or negligent misrepresentation on the basis of any statement in these terms.

If any provision of these terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these terms will not be affected.

We are not liable to you if we fail to comply with these terms because of circumstances beyond our reasonable control.

No one other than us or you has any right to enforce any of these terms.

These terms and any dispute or claim arising out of, or in connection with, the terms, their subject matter or formation (including non-contractual disputes or claims) will be governed by, and construed in accordance with, the laws of New South Wales. You and we both irrevocably agree that the courts of New South Wales will have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these terms, their subject matter or formation (including non-contractual disputes or claims).