

DIGIMUNE ONLINE CYBER FRAUD GUARANTEE

Introduction

In consideration of the payment of the product and a service fee and in reliance on the contents of the proposal and any other information submitted by the purchaser or on behalf of the purchaser, the product supplier guarantees the purchaser in accordance with terms of this guarantee, the product and certain services by or at the option of replacement, reinstatement or repair in respect of the defined events, up to the agreed limits of the guarantee, occurring during the period of guarantee, less any excess payable by the purchaser.

The guarantee includes this document, the Section General Terms and Conditions and Schedule attached to this guarantee and the guarantee should be interpreted with the General Terms and Conditions, as well as the Annexures.

Who administers the online cyber fraud guarantee?

The guarantee is administrated by Australian Warranty Network Pty Ltd (AWN) trading as AWN Insurance, ABN 78 075 483 206 holds AFS Licence No 246469.

Who is the product supplier?

The product supplier is Digimune Australia Pty Ltd, ABN 93 670 036 601 with its registered office is in 51 Waddel Road, Bicton WA 6157.

Period of guarantee

Period of guarantee means the period shown in the schedule, with times taken as being local to the purchaser's address as stated in the schedule.

Limits of the guarantee

The total aggregate liability under each guarantee clause will not exceed the sub-limit and aggregate limits specified in the schedule. Each guarantee clause is subject to the excess specified in the schedule.

Claims

- On the occurrence of an event, the customer shall, notify the administrator as soon as practicable, but no later than 30 (thirty) days after the occurrence of the event giving rise to a claim under this guarantee.
- Any required supporting documentation as required by the administrator must be presented to the administrator in order for a claim to be assessed.
- The customer must take all reasonable and practical steps to identify the guilty party and to the guarantee the loss of funds.

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- Where statutorily required, the customer must report the fraudulent activity to the police and/or authorities.

The purchaser may not make any admission, statement, offer, promise, payment or indemnity in connection with a claim without our written consent.

Claims made against the guarantee

The guarantee coverage only applies if both the incident (the event giving rise to the claim) and the claim itself occur during the guarantee period:

- Incident Occurrence: The event or circumstance that leads to the claim must have happened while the policy is active.
- Claims Reporting: The actual claim must be reported while the policy is still in place. If a claim is made after the policy expires, it won't be covered, even if the incident occurred while the policy was active.

Limitation

- In the event of the administrator declining liability for any claim submitted in terms of this guarantee, unless legal action is instituted against the administrator to challenge such declination within 3 (three) months of the time of the administrator giving notice of such declination, the right to institute legal action against the administrator thereafter will be forfeited.
- Any claim properly recoverable under this guarantee shall be prosecuted within 12 (twelve) months of the event, failing which any and all rights to indemnity under the guarantee will be forfeited and the claim will fall away.

Jurisdiction

This guarantee shall be governed, interpreted and construed in accordance with the laws of Australia. All disputes arising out of or under this guarantee shall be subject to determination by any court of competent jurisdiction within Australia.

Misrepresentation

If the purchaser has concealed or misrepresented any material fact or circumstance relating to this guarantee, this guarantee shall become void.

Disclosure of material facts

The purchaser is obliged to inform the administrator of any material fact that affects the risks that are insured in terms of this guarantee. If there is any doubt whether a fact is material, it should be disclosed to the administrator.

Prevention of loss

It is the duty of the purchaser and their agents, in the event of loss or damage for which the administrator may be liable, to take such measures as may be reasonable to avert or minimise a loss.

Other guarantee

If at the time of any event giving rise to a claim under this guarantee, any other guarantee exists the guaranteeing similar defined events, the administrator shall be liable to make good only a rateable proportion of the amount payable by or to the purchaser in respect of such event. If any such other guarantee is subject any condition of average, this guarantee, if not already subject to any condition of average, shall be subject to average in like manner.

General exclusions

1. *Fraud Exclusion Clause*

If any claim under this guarantee is in any respect fraudulent or if any fraudulent means or devices are used by the purchaser or anyone acting on his behalf to obtain any benefit under this guarantee or if any loss damage or liability be occasioned by the wilful act or with the connivance of the purchaser and/ or their employees and/ or agents, all benefits under this guarantee shall be forfeited.

2. *Fidelity Exclusion Clause*

This guarantee also excludes the dishonesty of any family member, partner in or of or director or employee of the purchaser whether acting alone or in collusion with others.

3. *This guarantee does not cover any losses related to or caused by:*

- civil commotion, labour disturbances, riot strike, lockout or public disorder or any act or activity which is calculated or directed to bring about such events.
- any event which is work related as defined by the Labour Relations legislation and shall include secondary strikes, mutiny, military rising, military or usurped power, insurrection, rebellion, revolution, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege.
- any act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence the State or Government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence.

- any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against the State or Government, or any state or territory, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof.
- any attempt to perform any act as referred to in clause 18.3.1 to 18.3.4 above.
- If we allege by reason of clauses 18.3.1 to 18.3.5 above, a claim is not covered by the Guarantee, the burden of proving the contrary shall rest on the Purchaser.
- In respect of any claim or loss directly or indirectly caused by, contributed to, or arising from:
 - ionising radiations or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

4. Computer Losses Exclusion

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device in computer or non-computer equipment or any computer software, tools, operating system or any computer hardware or peripherals and the information or data electronically or otherwise stored in or on any of the above, whether the property of the purchaser or not.

Notwithstanding any provision of this guarantee including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exception, this guarantee does not guarantee loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom; any legal liability of whatsoever nature; any consequential loss; directly or indirectly caused by or contributed to, by or consisting of or arising from the incapacity or failure of any computer, correctly or at all:

- to treat any date as the correct date or true calendar date, or correctly or appropriately to recognise, manipulate, interpret, process, store, receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date, or
- to capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command, which has been programmed into any computer, being a command, which causes the loss of data or the inability to capture, save retain or correctly to process such data in regard to or in connection with any such date, or
- to capture, save retain or to process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programmes, or

- to capture, save retain or to process any data because of the action of any computer virus, or other corrupting, harmful or otherwise unauthorized code or instruction including any trojan horse, time or logic bomb or worm or any other destructive or disruptive code, media or programme or interference.

5. *Nuclear Exclusion*

This guarantee does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to, by or arising from:

- ionising, radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel; nuclear material, nuclear fission or fusion, nuclear radiation;
- nuclear explosives or any nuclear weapon;
- nuclear waste in whatever form;
- regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this exception only, combustion shall include any self-sustaining process of nuclear fission.

6. *Existing circumstances or claims*

- any claim, liability, loss or legal costs made against or by the purchaser prior to the period of Guarantee; or
- any claim, liability, loss or legal costs directly or indirectly arising out of, or in any way involving any fact or circumstance:
- of which written notice has been given under any previous Guarantee; or
- of which the purchaser first became aware prior to the period of guarantee and which the purchaser knew or ought reasonably to have known had the potential to give rise to a claim or loss.

7. *Guarantee*

Any claim, liability, loss or legal costs arising directly or indirectly out of any regulated activities as defined under any applicable guarantee legislation in any jurisdiction or any guaranteed mediation activities which are authorised and regulated by any financial or prudential authority in any jurisdiction.

8. *Fines and contractual penalties*

- Any fines, penalties, liquidated damages or contractual penalties; or
- any punitive, multiple or exemplary damages where such have been identified separately within any award of any court or tribunal.

9. *Government intervention*

Any claim, liability, loss or defense costs arising directly or indirectly out of confiscation, commandeering, requisition, destruction of or damage to information and communication assets including personally identifiable information by order of a government or public authority.

10. *Purchaser's own cost of rectification*

Any claim, liability, loss or legal costs arising directly or indirectly out of the purchaser's own costs of performing, rectifying or improving any work undertaken by the purchaser.

11. *Legal advice*

Any claim, liability, loss or legal costs arising directly or indirectly out of or relating to any failure of the purchaser to adhere to legal advice with regard to clearances or dissemination of matter or the collection, use, disclosure, handling, management, storage, retention or control of personally identifiable information.

12. *Legislation and regulation*

Any claim, liability, loss or legal costs arising out of the purchaser's breach of any taxation, violation of any law governing criminal liability, unconscionable conduct, competition, restraint of trade or anti- trust legislation or regulation.