

# ONLINE CYBER GUARANTEE

MY CYBER GUARD is an Authorized Agent of Digimune Australia. This Online Cyber Guarantee is supplied by Digimune Australia, the authorised representative, and administrated by Australian Warranty Network (AWN, ABN 78 075 483 206, AFSL 246469), a cover holder for Lloyds, Sovereign and Virginia Surety.

## 1. Cover and Limits of indemnity

Guarantee Events	Cover For	Maximum Limit of Liability
<b>1.1 Hacking-Inflicted Device Damage:</b> Remote assistance to rectify and restore your electronic device or replacement	As per Guarantee Certificate	As per Guarantee Certificate
<b>1.2 Cyber Extortion:</b> Remote assistance to restore your device and if unsuccessful, payment of extortion amount		
<b>1.3 Loss of Funds:</b> Reimbursement of funds limited to losses where your login details were compromised		
<b>1.4 Restitution Support Services:</b> Legal support to protect your legal rights for fraudulent use of your identity related to Identity Theft, Cyberbullying, Cyber Stalking or Cyber Harassment	As per Guarantee Certificate	As per Guarantee Certificate
<b>1.5 Psychological Support Services:</b> Support to mitigate stress and anxiety related to Cyberbullying, Cyber Stalking or Cyber Harassment incidents		

*\*This Guarantee is valid for the use of the End User's Devices worldwide. Any claims against this Guarantee will be paid in AUD or local currency equivalent. The benefit of this Guarantee is limited to the End User alone and it is not transferable.*

## HOW TO MAKE A CLAIM AS A DIRECT RESULT OF THE SOFTWARE FAILURE

**Step 1:** Notify MY CYBER GUARD within 2 (two) business days by sending an email to [claims@mycyberguard.au](mailto:claims@mycyberguard.au).

**Step 2:** Report the incident to the local Police.

**Step 3:** Provide MY CYBER GUARD with requested information at your own expenses.

*\*More information in Section 7 hereunder*

## SPECIFIC CYBER EVENTS COVERED

- a) Hacking-Inflicted Device Damage.
- b) Cyber Extortion.

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- c) Loss of Funds.
- d) Legal support for Stolen Identity restoration.
- e) Legal and Psychological support in the event of a Cyber Bullying, Cyber Stalking, or Cyber Harassment incident.

## 2. Guarantee Clause

MY CYBER GUARD warrants the effectiveness and capability of the MY CYBER GUARD Identity Protection software products (hereinafter referred to as the "Software Product") (being installed & regularly updated by the End User's on the End User's Device), to protect the End User, and guarantees the End User as named in this Certificate, against cyber event losses subject to the terms and conditions set out herein, for the following Guarantee Events:

- 2.1. Hacking-Inflicted Device Damage;
- 2.2. Cyber Extortion;
- 2.3. Loss of Funds;
- 2.4. Legal support for Stolen Identity restoration;
- 2.5. Legal and Psychological support in the event of a Cyber Bullying, Cyber Stalking, or Cyber Harassment incident, as a direct result of the Software Product failure, and that occurs during the period of the Guarantee, subject to:
- 2.6. the Guarantee Event that giving rise to the claim and the claim itself, occur during the Guarantee Period; and
- 2.7. that the Guarantee Event happened while the Guarantee is active; and
- 2.8. the claim for the Guarantee Event was submitted while the Guarantee is active but within 2 (two) business after the Guarantee Event giving rise to the claim; and
- 2.9. the total liability under each Guarantee Event will not exceed the Maximum Limit of Liability as specified.

## 3. Losses

Losses include the option of replacement, reinstatement or repair of the device in respect of the defined Guarantee Event and or payment of extortion losses and or Restitution Services required minus the excess payable per claim is in MY CYBER GUARD's sole discretion. All costs related to any documentation requested from the End User, is for the End User's account.

## 4. Restitution Services

MY CYBER GUARD will take the necessary legal action to protect and secure the End User's infringed rights related to the fraudulent use of the End User's identity following a Guarantee Event.

### 5. Guarantee Events

- 5.1. **Hacking-Inflicted Device Damage** - If, due to the failure of the Software Product and the End User's Device is hacked during a Cyberattack, MY CYBER GUARD will provide the End User with remote assistance to repair and restore the Device to a safe and effective working condition. If MY CYBER GUARD is unable to repair and restore the Device, MY CYBER GUARD will replace it with a similar make and model.
- 5.2. **Cyber Extortion** - If, due to the failure of the Software Product, and the End User is threatened with Cyber Extortion, MY CYBER GUARD will provide the End User with remote assistance. If the Cyber Extortion can be avoided without paying the extortion amount demanded, MY CYBER GUARD will remotely restore the Device. If, in MY CYBER GUARD's reasonable estimation, it becomes apparent that the extortion amount demanded must be paid to restore access to the Device, MY CYBER GUARD will pay this amount.
- 5.3. **Loss of Funds** - If, due to the failure of the Software Product, a hacker gains access to the data on the End User's Device stored information on the End User's log-in credentials to the End User's Bank which causes the End User a Loss of Funds, MY CYBER GUARD will reimburse the End User subject to the Loss of Fund being limited to loss occasioned by the unlawful transfer or expenditure of funds from the End User's Bank account via a digital banking or online shopping application or a browser-based user interface, accessed remotely on the End User's Device and or using Digital Keys accessed on or copied from the End User's Device.
- 5.4. **Restitution Services** - means the Guarantee Events where MY CYBER GUARD and or its dedicated service providers will take the necessary legal action to protect and secure the End User's legal rights when breached as a result of the fraudulent use of the End User's identity following a Guarantee Event relating to Identity Theft, Cyberbullying, Cyber stalking or Cyber Harassment. In such cases, the following action/s may be taken for resolution:
- a) Telephonic Legal Advice on how to file a complaint with a utility provider, police department or law enforcement to resolve infringed rights.
  - b) Dispute Resolution (Mediation) via virtual meetings with victim/parent/childminder.
  - c) Psychological Assistance via virtual meeting with the victim/parent/childminder.
  - d) Appoint Panel Experts to obtain information and evidence in order to build the case.
  - e) Defending the End User in civil proceedings being entered against the End User where the End User is not aware of the civil proceedings; or
  - f) Rescinding a judgment entered against the End User where the End user is not aware of it; or
  - g) Assisting to seek relief for a negative consumer credit report in the End User's name; or
  - h) Assisting to seek relief for the unauthorised establishment of credit in the End User's name; or
  - i) Arranging to obtain an intervention (restraining) order in favour of the End User; or

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- j) Instituting legal action on behalf of the End User for reputational damages as a result of Cyber Harassment and harmful publication; or
- k) Mitigating a Cyberbullying/Cyber-Stalking Guarantee Event; or
- l) Recovering financial losses, namely the difference between the End User's total losses minus insurance/financial institution payout / recovery. In this instance, the prospects of success must be at least 51% in order for MY CYBER GUARD to pursue the perpetrator. If the funds are recovered and paid into the End User's own account, the End User must, as soon as possible, advise MY CYBER GUARD and repay the funds recovered into MY CYBER GUARD's account to off-set MY CYBER GUARD's liability in terms of this Guarantee.

### 6. Definitions

- 6.1. **Device** - The digital or smart Device protected by the Software Product, which stores and/or enables the End User to access its Digital Keys and/or Digital Identity.
- 6.2. **Digital Identity** - The End User's name, address, identification number, Banking details, and any information relating to the End User's personal identification that can be accessed through its Device.
- 6.3. **Digital Keys** - A password, passphrase, personal identification number (PIN), one time PIN (OTP), username, account number, or any other authentication method unique to the End User that is used to access, control, protect or use its Digital Identity via the internet.
- 6.4. **Hacking Incident** - An unlawful electronic attack of a malicious or unauthorised nature specifically targeted at the End User alone, initiated by a third party with the intention of damaging, destroying, altering, encrypting, overloading or interfering with the End User's Device, Digital Identity or Data.
- 6.5. **Digital Identity Theft** - The unlawful use of the End User's Digital Identity to establish credit accounts, secure loans, enter into contracts or commit crimes which causes or has the potential to cause a Loss of Funds to the End User.
- 6.6. **Cyber Extortion** - The unlawful monetary demand made by an individual or organisation threatening to disrupt computer systems belonging to the End User; corrupt, damage, destroy, disclose or withhold data stored by the End User, compromise the End User's social media accounts; or hinder access to the End User's computer systems by electronic means.
- 6.7. **Cyberbullying** - It is the tormenting, harassing, humiliating, embarrassing or otherwise targeting a child, preteen or teen (up to and including 19 years of age) by another person, as evidenced by electronic communication. For example, using the internet or a mobile phone to hurt or call names, excluding or ignoring someone, tricking or humiliating someone through fake accounts or sharing a photo or video that will make the victim feel bad. Threatening to share an intimate image without someone's consent (a naked selfie) is known as image-based abuse. These abusive actions may lead to self-harm, suicidal thoughts, emotional volatility, refusal or inability to attend school or participate in usual organised extracurricular activities, or withdrawal or resignation from these.
- 6.8. **Cyber Stalking** - Is any activity relating to sending, transmitting or publishing offensive material via phone or web technology. It also includes any other incident that could be reasonably expected to

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arouse the other person's apprehension or fear by the unwanted and persistent tracking of their whereabouts, monitoring communications or activities – or the ongoing receipt of targeted emails, texts, messages, phone or video calls or any other material with threatening effect.

- 6.9. **Cyber Harassment** - Is a specific threat by a third party to publish personal information (obtained as a result of a cyber event) about you on the internet, which has the potential to damage your reputation.
- 6.10. **Indemnified Loss** - Losses and damages, whether threatened or suffered, as a direct result of Hacking-Inflicted Device Damage, Cyber Extortion or a Loss of Funds.
- 6.11. **Bank** - A registered and regulated bank, savings, association, credit union, or any other person or business that directly holds the End User's money, which issues the End User with a Digital Key to confirm access to and transfers of funds from the End User's bank account.
- 6.12. **Software Product** - The device must have the dedicated software called "MY CYBER GUARD Identity Protection" installed and updated according to the manufacturer's recommendations and instructions. If a company-allocated digital system or device is used, the End User must prove that the End User's company device was installed with the licensed Software Product purchased from MY CYBER GUARD, and that the product has been updated according to the manufacturer recommendations and instructions, at the time of the incident.
- 6.13. **Termination Date** - The date on which the Guarantee either lapses or is cancelled.

### 7. How to make a claim

This Guarantee shall not cover the End User to the extent that a claim under it results from the End User's negligence or wilful misconduct and nothing shall restrict or limit the End User's general obligation to mitigate an Indemnified Loss that the End User may suffer or incur as a result of any Guarantee Event that may give rise to a claim under this Guarantee. MY CYBER GUARD's liability under this Guarantee is conditional on the End User discharging the following obligations:

- 7.1. STEP 1 - Give written notice within 2 (two) business days after the Guarantee Event giving rise to the claim by contacting MY CYBER GUARD and provide reasonable details, which includes supporting documentation, of the circumstances of the claim specifying whether the claim relates to:
  - a) Hacking-Inflicted Device Damage;
  - b) Cyber Extortion;
  - c) Loss of Funds;
  - d) Legal support for Stolen Identity restoration;
  - e) Legal and Psychological support in the event of a Cyber Bullying, Cyber Stalking, or Cyber Harassment incident; and
- 7.2. Offer reasonable assistance to identify the guilty party;
- 7.3. STEP 2 - Where statutorily required, report the fraudulent activity to the local police/authorities;
- 7.4. Not take any further steps in relation to the claim, not to make any admission, statement, offer, promise, payment in connection with the claim without the prior written consent of MY CYBER GUARD,

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which consent will not to be unreasonably conditioned, withheld or delayed, unless the End User are faced with imminent harm, whether physically or socially;

- 7.5. STEP 3 - To inform MY CYBER GUARD of any material fact that affects the risks that are guaranteed. If there is any doubt whether a fact is material, it should be disclosed to MY CYBER GUARD;
- 7.6. Give MY CYBER GUARD and its dedicated service providers access at reasonable times (on reasonable prior notice) to the Device and to any relevant assets, accounts, documents and records under the End User's control to enable MY CYBER GUARD and its dedicated service providers to examine the device and to take copies for the purpose of assessing the claim; and
- 7.7. Subject to MY CYBER GUARD providing security to the End User to the End User's reasonable satisfaction take such action as MY CYBER GUARD may reasonably request to avoid, dispute, compromise or defend the claim.
- 7.8. MY CYBER GUARD may request the End User to sign a release form to be indemnified.

### 8. Guarantee Exclusions

- 8.1. If the End User has concealed or misrepresented any material fact or circumstance relating to this Guarantee, this Guarantee shall become void.
- 8.2. If any claim under this Guarantee is in any respect fraudulent or if any fraudulent means or devices are used by the End User 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 End User and/ or their employees and/ or agents, all benefits under this Guarantee shall be forfeited.
- 8.3. This Guarantee also excludes the dishonesty of any family member, partner in or of or director or employee of the End User whether acting alone or in collusion with others.
- 8.4. Computer losses; - A computer includes any computer, data processing equipment, microchip, integrated circuit or similar devise 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 End User 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:
  - a) 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
  - b) 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

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capture, save retain or correctly to process such data in regard to or in connection with any such date, or

- c) 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
- d) 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. 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 End User or not.

- 8.5. 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 nuclear activities.
- 8.6. Existing circumstances or claims prior to the period of the Guarantee.
- 8.7. Any other Guarantee claim, liability, loss or legal costs arising directly or indirectly out of any regulated activities in any jurisdiction.
- 8.8. Any fines, penalties, liquidated damages or contractual penalties, any punitive, multiple or exemplary damages where such have been identified separately within any award of any court or tribunal.
- 8.9. Any claim, liability, loss or defense costs related to Governmental intervention.
- 8.10. End User's own cost of performing, rectifying or improving any work undertaken by the End User.
- 8.11. Any claim, liability, loss or legal costs arising directly or indirectly out of or relating to any failure of the End User 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.
- 8.12. Any claim, liability, loss or legal costs arising out of the End User's breach of any taxation, violation of any law governing criminal liability, unconscionable conduct, competition, restraint of trade or anti-trust legislation or regulation.
- 8.13. Any losses related to 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.
- 8.14. 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, material law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege.
- 8.15. 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.

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8.16. 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.

8.17. In respect of any claim or loss directly or indirectly caused by, contributed to, or arising from:

- a) ionising radiations or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

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

8.19. Any claim, liability, loss or legal costs arising directly or indirectly out of or relating to any failure of the End User 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.

8.20. The Guarantee does not apply:

- a) To juristic or corporate entities.
- b) If the End User's operating system (Windows, Android, MacOS, iOS and the like) is not up to date and in line with the requirements of the latest version of the Software Product at the time of the guarantee event.
- c) If the End User's Device has any unlicensed software or applications not acquired from an official Apple/Android store or recognized software provider.
- d) To any loss or damage covered by a policy of insurance; or loss /damage which does not fall within the definition of a Loss of Funds as described in this Guarantee; and or loss/damage associated with interest, damages, third party claims, fees incurred, and other costs that may be a consequence of the Indemnified Loss;
- e) If the End User shared or gave its Digital Identity and/or Digital Keys to any third party, whosoever, irrespective of any reason whatsoever.
- f) Arising out of any unlawful conduct, whether by omission or commission, on the End User's part.
- g) Any in-store or online Bank card transactions not originating from the End User's Device.
- h) Any Loss of Funds held other than at a Bank.

## 9. General Provisions

9.1. Cancellation and amendments - This Guarantee may be cancelled by the End User immediately upon notice to MY CYBER GUARD. Should MY CYBER GUARD wish to cancel this Guarantee, it must give the End User 30 (thirty) days' notice in writing sent by post or email to the End user at his last known



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address or last known email address. MY CYBER GUARD will then be entitled to the pro rata proportion of the Product fee. Notice will be deemed to have been given if sent by post or email properly addressed. The Insurer reserves the right to amend and/or change the Product fee or to cancel the Guarantee and will give the End User 30 (thirty) days written notice of any change, amendment or cancellation.

- 9.2. Subrogation - If MY CYBER GUARD and or the Insurer becomes liable for any payment or service under this Guarantee in respect of a loss, MY CYBER GUARD and or the Insurer shall be subrogated, to the extent of the payment, to all the rights and remedies of the End User against any party in respect of the loss and shall be entitled at their own expense to sue in the name of the End User.

The End User shall provide MY CYBER GUARD with all such assistance in their power as MY CYBER GUARD may require securing its rights and remedies and, at MY CYBER GUARD's request, shall execute all documents necessary to enable MY CYBER GUARD effectively to bring suit in the name of the End User. MY CYBER GUARD shall be entitled to all the payments from any third party up to the amount of its outlay including its own costs and expenses.

- 9.3. Jurisdiction - This Agreement shall be governed, interpreted and construed in accordance with the laws of Australia in collaboration of the End User's regional laws.

- 9.4. Processing and Protection of Personal Information – The End User's privacy is of the utmost importance and MY CYBER GUARD will take the necessary measures to ensure that all information, including personal information provided by the End User, or which is collected from the End User, is processed following the provisions of global standards and legislation and is stored safely and securely. The information the End User provides will be stored on databases and shared with other service providers in the industry to gather industry statistics, improve the quality of risk assessment, and combat fraudulent claims. It is important to understand that this information will remain at the disposal of these parties, even after the Guarantee is cancelled or terminated. The End User agrees and accept that his/her personal information may be used for the following reasons:

- To share the information for further processing with the service providers, third parties, payment processing service providers, merchants, banks, and other persons that assist with the processing of the End User's payment instructions;
- Law enforcement and fraud prevention agencies and other persons tasked with the prevention and prosecution of crime;
- Regulatory authorities, industry ombudsmen, governmental departments, local and international tax authorities;
- Other persons that MY CYBER GUARD, following the applicable Laws, are required to share the End User's personal information with MY CYBER GUARD's service providers, agents and subcontractors that MY CYBER GUARD has contracted with to offer and provide products and services to any End User's in respect of this Guarantee; and
- Persons to whom MY CYBER GUARD cedes its rights or delegate their authority to in terms of this Guarantee which third parties must keep the End User's personal information secure and confidential.

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The End user acknowledges that any personal information supplied to MY CYBER GUARD, in terms of this Guarantee, is provided according to the applicable Laws and at his/her free will. Unless consented to by themselves, MY CYBER GUARD will not sell, exchange, transfer, rent or otherwise make available the End User's personal information to any other parties and the End User indemnifies MY CYBER GUARD from any claims resulting from disclosures made with the End User's consent.

The End User understands that if MY CYBER GUARD has used his/her personal information contrary to the applicable Laws, the End User has the right to lodge a complaint with MY CYBER GUARD within ten (10) days. Should MY CYBER GUARD not resolve the complaint to the End User's satisfaction, the End User has the right to escalate the complaint to the particular Information Regulator having jurisdiction.