

Cyber Caddy Terms and Conditions

1. Validity

This proposal and associated pricing remain valid for 14 days from the proposal date. Due to the dynamic nature of cybersecurity threats, specific service recommendations may be subject to review if accepted after this period.

2. Payment

Unless stipulated in statement of works, professional services will be billed upfront in advance with 14-day payment terms. Ongoing services will be charged via direct debit monthly in advance. Payments overdue by 30 days incur a 2% fee per month overdue.

3. Commitment Term

Unless stipulated in the proposal, all pricing and service options outlined in this proposal are based on a 36-month commitment. This term allows us to implement comprehensive security strategies and maintain consistent protection levels. Early termination fees may apply.

4. GST

All prices are quoted in Australian dollars (AUD) and exclude GST.

5. Disbursements

Travel and accommodation expenses outside the greater Brisbane region will be invoiced at cost plus 10%. For incident response requiring immediate on-site presence, emergency travel arrangements will be discussed and agreed upon separately.

6. Security Infrastructure and Licensing

Our cybersecurity services exclude:

- Third-party security software licenses
- Security hardware procurement
- Cloud security infrastructure costs, including data egress
- Security appliance replacement or upgrades

- Endpoint protection software licenses

These costs will be discussed and quoted separately as they arise, ensuring transparency in total security investment.

7. Response Times

Cyber Caddy commits to meeting the response times specified in our service level agreements. However:

- Critical security incidents take precedence over routine matters
- Force majeure events may impact response capabilities
- Multiple simultaneous security incidents may require prioritization
- Response times for after-hours support may vary based on incident severity

Alternative response frameworks can be negotiated based on specific security requirements and risk profiles.

8. Warranty and Liability

While Cyber Caddy employs industry best practices and maintains the highest security standards, we provide all services 'as is' without additional warranties. Specifically:

- We cannot guarantee complete immunity from security breaches
- We are not liable for security incidents outside our direct control
- Our liability is limited to the fee paid for the specific service in question
- We make no warranties regarding third-party security products or services
- We do not guarantee the complete elimination of security vulnerabilities

9. Incident Management

The Client acknowledges that:

- Unforeseen security incidents may require immediate action
- Emergency response may incur additional costs
- Some security measures may impact system performance or accessibility

- Client cooperation is essential for incident resolution

Major security incidents requiring significant additional resources will be billed at Cyber Caddy current rate card.

10. Dispute Resolution

Any disputes will be subject to private arbitration in Queensland. All security-related disputes will be handled with appropriate confidentiality measures in place.

12. Confidentiality

All security assessments, incident reports, and client information are treated with strict confidentiality. We comply with:

- Australian Privacy Principles
- Industry security standards
- Relevant data protection regulations
- Client-specific confidentiality requirements

13. Compliance

Our services aim to support but do not guarantee compliance with:

- Industry regulations
- Government standards
- Security frameworks
- Data protection laws

Specific compliance requirements must be explicitly defined in the service agreement.

14. Data Protection

The Client warrants that it has the legal right to disclose all Personal Data that it does in fact disclose to Cyber Caddy under or in connection with the Agreement.

Cyber Caddy warrants that it will act only on instructions from the Client in relation to the processing of any Personal Data performed by Cyber Caddy on behalf of the

Client and will comply with the provisions of the Applicable Data Protection Legislation.

15. Intellectual Property

In relation to any report provided by Cyber Caddy to the Client pursuant to the Agreement, Cyber Caddy grants the Client an irrevocable and non-exclusive licence to use the content of that report subject to the terms of the Agreement, provided that Cyber Caddy retains copyright in that report.

All Intellectual Property and similar rights in any other document, work or other matter developed, created, owned or contributed to by Cyber Caddy belongs to Cyber Caddy.

16. Force Majeure

Cyber Caddy will not be liable for performance of any of its obligations under the Agreement, as a result of an act of God, national emergency, war, prohibitive governmental regulations, labour dispute or any other cause beyond Cyber Caddy's reasonable control.

17. Governing Law

The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Queensland, Australia.