

## Website Terms and Conditions of Use

### 1. About the Website

- 1.1. Welcome to [www.audeamusrisk.com](http://www.audeamusrisk.com) (the '**Website**').  
By accessing Audeamus Risk B2B Test Platform (**the Platform, or Preview Product**), downloading any file, application or a software, using or installing a technical preview alpha or beta version of a product or service (the "Preview Product") you agree to the following terms and conditions:
- 1.2. Audeamus Risk ("Audeamus Risk") shall provide you with access to the Preview Product and any accompanying documentation. You shall test the Preview Product in accordance with any conditions specified in this terms and conditions and/or any accompanying documentation during the test period specified by Audeamus Risk ("Test Period"). Audeamus Risk may vary the duration of the Test Period at any time and for any reason. You shall gather and report test data to Audeamus Risk in the manner specified. You may not continue using the Preview Product beyond the Test Period and must remove all copies of the Preview Product and accompanying documentation from your systems upon expiration of the Test Period unless you: (a) obtain an extension of the Test Period for the Preview Product; or (b) purchase a license or subscription for the commercial version of the Preview Product (subject to Clause 11 below).
- 1.3. The Website facilitates interactions between:
  - (a) Private or Public Companies, Organisations, Governments (the '**Receiver**'); and
  - (b) Insurance and Re-Insurance Companies (the '**Provider**'), making it easier for the Receiver and the Provider to locate, communicate, test website functionality, payments and deliver the product and services in a fast and secure manner (the '**Services**').
- 1.4. The Website is operated by the Audeamus Risk Pty Ltd PTY. LTD. (ACN 613 695 926). Access to and use of the Website, or any of its associated products or Services, is provided by Audeamus Risk Pty Ltd. Please read these terms and conditions (the '**Terms**') carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of its products or Services, immediately.
- 1.5. Audeamus Risk Pty Ltd reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Audeamus Risk Pty Ltd updates the Terms, it will use reasonable endeavours to provide you with notice of updates of the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.
- 1.6. **REPORTING.** You acknowledge and agree that Audeamus Risk may directly and remotely communicate with the Preview Product for the purposes of, without limitation, verifying your credentials and issuing reports on the use and performance of the Preview Product itself.

1.7. DATA SHARING. Separate from the reporting functionality described in Clause (1.6) above, the Preview Product may also enable supplemental data sharing with Audeamus Risk for the purpose of (i) improving protection, products, customer support services and/or application control; or (ii) remote assistance. If the Preview Product provides an option to opt out of supplemental data sharing and you elect to do this, this clause does not apply to you.

## 2. Acceptance of the Terms

You accept the Terms by requesting an Alpha and/or a Beta Testing Services. You may also accept the Terms by clicking to accept or agree to the Terms where and if this option is made available to you by Audeamus Risk Pty Ltd in the user interface.

## 3. The Services

- 3.1. In order to access the Product Preview Testing Services, both the Receiver and the Provider are required to register for an account through the Website (the '**Account**').
- 3.2. As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself and your company (such as identification or contact details), including:
  - (a) an email address
  - (b) preferred username
  - (c) a mailing address
  - (d) a telephone number
  - (e) a password
  - (f) Company Name and registration number
  - (g) Information about the company performance, i.e. last three years of annual revenue
  - (h) Total staff number (FTE)
  - (i) Number of sites/locations company is operating in
  - (j) Data about any losses experienced with the last six years
  - (k) Insurer's license and name of the prudential regulator
- 3.3. You warrant that any information you give to Audeamus Risk Pty Ltd in the course of completing the registration process will always be accurate, correct and up to date.
- 3.4. Once you have completed the registration process, you will be a registered member of the Website ('**Member**') and agree to be bound by the Terms.
- 3.5. You may not use the Services and may not accept the Terms if:
  - (a) you are not of legal age to form a binding contract with Audeamus Risk Pty Ltd; or

- (b) you are a person barred from receiving the Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Services.

#### 4. Your obligations as a Member

4.1. As a Member, you agree to comply with the following:

- (a) you will not share your profile with any other person;
- (b) you will use the Services only for purposes that are permitted by:
  - (i) the Terms; and
  - (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
- (c) you have sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services;
- (d) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify Audeamus Risk Pty Ltd of any unauthorised use of your password or email address or any breach of security of which you have become aware;
- (e) you must not expressly or impliedly impersonate another Member or use the profile or password of another Member at any time;
- (f) any content that you broadcast, publish, upload, transmit, post or distribute on the Website ('**Your Content**') will always be accurate, correct and up to date and you will maintain reasonable records of Your Content.
- (g) you agree not to harass, impersonate, stalk, threaten another Member of the Website (where interaction with other Members is made available to you);
- (h) access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of providing the Services;
- (i) you will not use the Services or the Website in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of Audeamus Risk Pty Ltd;
- (j) you will not use the Services or Website for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website;
- (k) you agree that commercial advertisements, affiliate links and other forms of solicitation may be removed from Member profiles without notice and may result in termination of the Services. Appropriate legal action will be taken by Audeamus Risk Pty Ltd for any illegal or unauthorised use of the Website; and
- (l) you acknowledge and agree that any automated use of the Website or its Services is prohibited.

## 5. Using the Website as the Receiver

**Test Purposes Only.** You acknowledge that the Preview Product is provided for test purposes only and Audeamus Risk does not grant any right, title or interest in the Preview Product or any intellectual property of Audeamus Risk Pty Ltd or any third party licensor. You may not sell or transfer the Preview Product or any part of it to any third party, nor assign or transfer any of your rights or obligations under these terms and conditions.

- 5.1. In phase I, access to the Audeamus Risk Testing Platform/Product Preview will be allowed to the Certified Business Continuity Management professionals only. To TEST acquiring of a basic or comprehensive Business Interruption Insurance quotes and subsequent insurance cover, company (cedent) must prepare a detailed Business Impact Analysis (BIA) and submit its summary to the Audeamus Risk B2B platform. Company details will not be visible at this stage, but Insurer would be able to see company's industry, annual turnover over the last three years, number of employees, and number of sites, country/territory and whether any losses were experienced over the last six years. **Business Impact Analysis must be prepared by the Certified Business Continuity Management practitioner, registered with the Business Continuity Institute ([www.thebci.org](http://www.thebci.org)) or the Disaster Recovery Institute International-DRI ([www.drii.org](http://www.drii.org)).** As per ISO22301, ISO22317 and ISO22318 International Standards, BIA should outline all critical factors and potential losses in monetary value that may occur in a particular time-frame(s) and identify elements and/or factors that can be monitored through usage of Telematics or other communication means. This information must be verified and co-signed by the top management of the organization. BIA's quality and consistency is guaranteed solely by the company's leadership and its BCM staff. Completed information would form a baseline for the future Business Interruption/Recovery insurance policy. Company (cedent) will be then able to receive multiple offers/bids over the platform and select the one that appears most appropriate. Cedent and the Insurer may discuss additional insurance cover or monitoring requirements and these could be included in the original policy. Should the company provide its own raw data generated by Sensors, Telemetry or various machines and devices that may include, but are not limited to the Internet-of-Things (IoT) and Artificial Intelligence (AI), but which is not of an immediate use by the Insurer, Audeamus Risk platform is able to act as an intermediary between the company an approved third party independent risk assessor/provider (i.e. University, Scientific Institute, Analytics Specialist and similar organisation) that would translate electronic data into meaningful, robust management information. Such clarified, translated and independently confirmed knowledge may be then returned to the platform to become an integral part of the company's risk profile and its Business Interruption/Recovery insurance policy, which will be monitored accordingly. Company would be obliged to provide regular updates at frequency mutually agreed among the parties; or determined as the minimum required by the Insurer. Given that the BIA represents a cornerstone of every well-prepared BCM Plan, company must provide evidence and warrant that these plans are fully implemented and periodically exercised.

As per the Australian Securities and Investments Commission (ASIC) Regulatory Guide RG244, Audeamus Risk is providing a **factual data only**. Audeamus Risk Pty Ltd does not offer or imply any advice directly or indirectly to any parties involved in the insurance cycle whether registered or unregistered on the Audeamus Risk platform. As such, we deny in the strongest way possible any responsibility or jurisdiction over dealings between the parties that have joined Audeamus Risk platform, this includes all associates, affiliates, companies or individuals that may have randomly, consciously or unconsciously accessed Audeamus Risk platform.

## 6. Using the Website as the Provider

**Audeamus Risk Website is for Test Purposes Only. You acknowledge that the Preview Product is provided for test purposes only and Audeamus Risk does not grant any right, title or interest in the Preview Product or any intellectual property of Audeamus Risk Pty Ltd or any third party licensor. You may not sell or transfer the Preview Product or any part of it to any third party, nor assign or transfer any of your rights or obligations under these terms and conditions.**

- 6.1. Access to the Audeamus Risk Testing Platform/Product Preview is allowed to the registered insurance companies in Australia and overseas (OECD Countries). **Each Insurer must provide evidence that their licence is still valid and also furnish the name of the prudential regulator.** Insurance providers are able to view BIA results, possible pre-determined telematics and other relevant data of the particular company's Business Interruption and Recovery needs through the Audeamus Risk B2B platform (hereafter occasionally referred as "the platform") and accordingly express their risk appetite to secure the business and issue appropriate Business Interruption Insurance Policies. This information is of factual nature and may complement actuarial modelling in a beneficial manner and help understanding company's resilience and its capacity to recover swiftly. The Insurer is able to place its bid among other competitors and provide the offer to the company. Insurer may decide to enhance its cover with additional policies that would form a "packaged offer". Once the most attractive bid has been selected by the company, its full name and precise location would be revealed to the Insurer. At this stage, Insurer may immediately issue "basic" cover to satisfy core recovery activities of the company. Parties may then discuss any additional requirements about Business Interruption or any related insurance policies. Once agreed, each transaction is executed in a highly secure environment which automatically generates a unique record to both parties, containing all the agreed particulars. Company and the Insurer will be able to agree precise monitoring sequence of critical factors influencing company's resilience and its supply chain through the platform's predetermined choices, or if this is not technically possible agree an alternative way of monitoring. These may be generated by Sensors, Telemetry, wearable devices, or various machines and devices that may include, but are not limited to the Internet-of-Things (IoT) and Artificial Intelligence (AI), Machine Learning, M2M and data of other nature. These could involve various communication protocols via Internet, Telephone, Text Messaging, Satellite transmission (i.e. GPS) and other sources.

Insurance companies are not allowed to transfer policies among themselves. (Secondary trading is not permitted). However, platform allows Re-Insurers to

access particular portfolio, based on industry-type, geographical or other criteria for the purpose of underwriting and possibly transferring risk through Insurance Linked Securities and other related instruments.

## **7. Payment**

By Audeamus Risk Pty Ltd offering the Testing Services/Product Review to you, you agree that:

- 7.1. The Audeamus Risk B2B website is in an Alpha and Beta Testing mode and that the registration and preliminary access and usage is free-of-charge for the qualified professionals and organisations.

## **8. Copyright and Intellectual Property**

8.1 The Website, the Testing Services and all of the related products of Audeamus Risk Pty Ltd are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website, code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by Audeamus Risk Pty Ltd or its contributors.

8.2 All trademarks service marks and trade names are owned, registered and/or licensed by Audeamus Risk Pty Ltd, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a Member to:

- (a) use the Website pursuant to the Terms;
- (b) copy and store the Website and the material contained in the Website in your device's cache memory; and
- (c) print pages from the Website for your own personal and non-commercial use.

Audeamus Risk Pty Ltd does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by Audeamus Risk Pty Ltd.

8.3 Audeamus Risk Pty Ltd retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any:

- (a) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
- (b) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or

- (c) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process), to you.

8.4 You may not, without the prior written permission of Audeamus Risk Pty Ltd and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website which are freely available for re-use or are in the public domain.

8.5 Where you broadcast, publish, upload, transmit, post or distribute Your Content on the Website, then you grant to Audeamus Risk Pty Ltd a non-exclusive, transferrable, perpetual, royalty-free, irrevocable, worldwide licence to broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change Your Content.

**9 Privacy.** Audeamus Risk Pty Ltd takes your privacy seriously and any information provided through your use of the Website and/or Services are subject to Audeamus Risk Pty Ltd's Privacy Policy, which is available on the Website. Audeamus Risk website contains GeoTrust SSL Security certificate, which is installed on its hosting domain and provides highly secure and encrypted communication between our website and registered parties.

**10 Product Reference.** You agree, upon request and with reasonable notice from Audeamus Risk, to act in the capacity of a referee, including without limitation discussion of the Preview Product with potential Audeamus Risk resellers or business partners.

**11 Commercial Version.** Audeamus Risk does not warrant that it will release a commercial version of the Preview Product, or that a commercial version will contain the same or similar features as the Preview Product.

**12 No Warranty.** You expressly acknowledge that the Platform/Preview Product is provided free of charge as a technical preview or beta version and that accordingly the Preview Product is provided "AS IS". Audeamus Risk gives no warranties, representations, conditions, undertakings or other obligations, whether express or implied by common law, trade usage, course of dealing or otherwise (including without limitation any implied warranties or conditions of satisfactory quality or fitness for a particular purpose, or any warranty that the Preview Product will be error-free or that such errors will be corrected), all of which are hereby excluded to the fullest extent permitted by law. To the maximum extent permitted by applicable law, in no event will Audeamus Risk and its third party licensors be liable to you for any loss or damage of any kind, whether in contract, tort (including without limitation negligence) or otherwise, arising from your use or inability to use the Preview Product, or from faults or defects in the Preview Product, or otherwise under or in relation to these terms and conditions. Audeamus Risk does not limit or exclude its liability for (a) fraudulent misrepresentation, or (b) death or personal injury caused by Audeamus Risk's negligence.

## 13 General Disclaimer

- 13.1 Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- 13.2 Subject to this clause, and to the extent permitted by law:
- 13.2.1 all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
- 13.2.2 Audeamus Risk Pty Ltd we will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- 13.3 Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Audeamus Risk Pty Ltd make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of Audeamus Risk Pty Ltd) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
- 13.3.1 failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
- 13.3.2 the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website);
- 13.3.3 costs incurred as a result of you using the Website, the Services or any of the products of Audeamus Risk Pty Ltd; and
- 13.3.4 the Services or operation in respect to links which are provided for your convenience.
- 13.4 You acknowledge that Audeamus Risk Pty Ltd Website and the Services are only intended to facilitate the interactions between the Receiver and the Provider for the website Testing Purposes and does not offer any services other than these Services, and Audeamus Risk Pty Ltd holds no liability to you as a result of any conduct of the Members or the misuse of Your Content by any party (including other Members).



## **14 Limitation of Liability**

- 14.1 Audeamus Risk Pty Ltd's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.
- 14.2 You expressly understand and agree that Audeamus Risk Pty Ltd, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.
- 14.3 You acknowledge and agree that Audeamus Risk Pty Ltd holds no liability for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you as a result of providing Your Content to the Website.

## **15 Termination of Contract**

- 15.1 If you want to terminate the Terms, you may do so by providing Audeamus Risk Pty Ltd with 7 days' notice of your intention to terminate by sending notice of your intention to terminate to Audeamus Risk Pty Ltd via the 'Contact Us' link on our homepage.
- 15.2 Audeamus Risk Pty Ltd may at any time, terminate the Terms with you if:
- 15.2.1 You have breached any provision of the Terms or intend to breach any provision;
  - 15.2.2 Audeamus Risk Pty Ltd is required to do so by law;
  - 15.2.3 Audeamus Risk Pty Ltd is transitioning to no longer providing the Services to Members in the country in which you are resident or from which you use the service; or
  - 15.2.4 the provision of the Services to you by Audeamus Risk Pty Ltd is, in the opinion of Audeamus Risk Pty Ltd, no longer commercially viable.
- 15.3 Subject to local applicable laws, Audeamus Risk Pty Ltd reserves the right to discontinue or cancel your membership at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts Audeamus Risk Pty Ltd's name or reputation or violates the rights of those of another party.
- 15.4 When the Terms come to an end, all of the legal rights, obligations and liabilities that you and Audeamus Risk Pty Ltd have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of this clause shall continue to apply to such rights, obligations and liabilities indefinitely.

## 16 Indemnity

16.1 You agree to indemnify Audeamus Risk Pty Ltd, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

16.1.1 all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with Your Content;

16.1.2 any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or

16.1.3 any breach of the Terms.

## 17 Dispute Resolution

### 17.1 Compulsory:

If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sort).

## 18. Notice:

A party to the Terms claiming a dispute ('**Dispute**') has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

### 18.1 Resolution:

On receipt of that notice ('**Notice**') by that other party, the parties to the Terms ('**Parties**') must:

- (a) Within 14 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
- (b) If for any reason whatsoever, 7 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the President of the Australian Mediation Association or his or her nominee;
- (c) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;
- (d) The mediation will be held in New South Wales, Australia.

### 18.2 Confidential

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent

possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

### **18.3. Termination of Mediation:**

If one month have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

## **19. Venue and Jurisdiction**

The Services offered by Audeamus Risk Pty Ltd is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of New South Wales, Australia.

## **20. Governing Law**

The Terms are governed by the laws of New South Wales, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of New South Wales, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

## **21. Independent Legal Advice**

Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

## **22. Severance**

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.