

# PHISH DEFENSE PTY LTD

ABN 30179626618

## Subscription & Service Level Agreement

### 1. Overview

This Subscription and Service Level Agreement ("Agreement") is automatically in effect upon the purchase of any subscription tier by the customer, hereinafter referred to as "Subscriber" from Phish Defense Pty Ltd, hereinafter referred to as "Phish Defense". This Agreement outlines the terms and conditions governing use of the Phish Defense Cloud Platform ("Platform") and the associated subscription services.

### 2. Subscription Tiers and Features

Phish Defense offers two paid subscription tiers: Standard and Upgrade. For a detailed description of each feature and what it provides, please see the Phish Defense Pricing Page at <https://phishdefense.com/pricing/>.

**Standard Tier Includes the following features:**

- Online Training Platform
- Phishing Attack Simulator
- Unlimited Email Phishing
- Email Domain Spoofing
- Creative Email Templates
- Microsoft Integration
- Google Integration
- Phishing Reporter Plugin
- Campaign Report
- Managed Phishing Sites
- Learning Resource Library
- Multi-Language
- Interactive Learning
- Standard Customer Support

**Upgrade Tier Includes all features listed in the Standard tier, plus:**

- Premium Customer Support
- Custom Template
- Custom Landing Page
- (SSO) Single Sign On
- Campaign Management

**Add-on Packages:**

Phish Defense offers the following add-on packages that can be purchased annually with either subscription tier:

- WhatsApp Phishing Simulation
- SMS Phishing Simulation
- Voice Phishing Simulation

### **3. Customer Support**

Phish Defense will provide technical support based on the customer support plan associated with the subscription tier.

**Standard Customer Support:**

Includes support via email.

**Standard Customer Support – Response Times**

Severity Level	Support Channel	Response Time
Critical (Level 1)	Email	24 hours
High (Level 2)	Email	36 hours
Medium (Level 3)	Email	48 hours
Low (Level 4)	Email	72 hours

**Premium Customer Support:**

Includes support via Video Conference and Email.

**Premium Customer Support – Response Times**

Severity Level	Support Channel	Response Time
Critical (Level 1)	Video Conference, Email	12 hours
High (Level 2)	Video Conference, Email	18 hours
Medium (Level 3)	Email	24 hours
Low (Level 4)	Email	48 hours

### Severity Level Key:

#### Critical (Level 1):

- Definition: Critical issues that render the Platform unusable, resulting in a complete disruption of service.
- Examples: Total system outage, critical security vulnerabilities, widespread phishing attack breakthrough.

#### High (Level 2):

- Definition: High-impact issues causing significant degradation in performance or functionality.
- Examples: Major functionality loss, significant performance degradation, partial simulation failure.

#### Medium (Level 3):

- Definition: Issues causing noticeable problems but not critical or high priority.
- Examples: Non-critical software bugs, issues affecting a subset of users.

#### Low (Level 4):

- Definition: Minor issues or non-urgent inquiries that have minimal impact on the subscriber's use of the Platform.
- Examples: General questions, cosmetic issues, minor feature requests.

## 4. Renewal Notification

Customers will be notified by email thirty (30) days in advance of their subscription renewal date. Customers can action cancellations at any time via email, with the cancellation taking effect at the end of the annual subscription period.

## 5. Fees and Payment

Phish Defense accepts subscription payments through Stripe.

All fees shall be due within seven (7) days of the invoice date unless otherwise specified (SEPA Direct Debit is due within 14 days). In the event of any payment delay, Phish Defense may suspend or terminate the provision of services until full payment is received.

## **6. Legal Jurisdiction**

Phish Defense is based in Sydney, Australia, and operates within the legal jurisdiction of NSW. Any disputes arising under or in connection with this Agreement shall be resolved in accordance with the laws of NSW.

## **7. Service Availability Outline**

### **Service Availability**

Phish Defense is committed to providing a high level of service availability for the Phish Defense Cloud Platform ("Platform"). Service availability is defined as the percentage of time during which the Platform is operational and accessible to subscribers.

### **Target Service Availability**

Phish Defense aims to achieve a service availability level of 99.9% ("Three Nines") over any given calendar month. This percentage is calculated based on the total minutes in a month, excluding scheduled maintenance periods.

### **Calculation of Service Availability**

Service Availability is calculated using the following formula:

$$\text{Availability Percentage} = ((\text{Total Minutes} - \text{Downtime Minutes}) / \text{Total Minutes}) \times 100$$

- Total Minutes: The total number of minutes in a calendar month.
- Downtime Minutes: The total number of minutes during which the Platform is unavailable.

### **Scheduled Maintenance**

Phish Defense may conduct scheduled maintenance activities to enhance and maintain the Platform. During scheduled maintenance, the Platform may be temporarily unavailable. Subscribers will be notified of scheduled maintenance in advance, and efforts will be made to minimize the impact on service availability.

### **Monitoring and Reporting**

Phish Defense employs monitoring tools to track the availability of the Platform continuously. In the event of any service disruptions or downtime, Phish Defense will make all reasonable efforts to restore service promptly.

## **Exclusions**

Service availability does not include downtime resulting from:

- Subscriber-specific issues, including configuration errors or misuse of the Platform.
- Downtime caused by third-party services or infrastructure beyond Phish Defense's control.
- Force majeure events or circumstances beyond reasonable control.

## **Reporting and Transparency**

Phish Defense is committed to transparency regarding service availability. Reports on service availability, including any incidents and their resolutions, may be provided to subscribers upon request or through a dedicated service status page.

## **8. Intellectual Property**

Phish Defense retains all right, title, and interest in and to the Platform, including all intellectual property rights associated therewith.

Subscriber acknowledges that its use of the Platform does not grant it any ownership rights in the Platform or its underlying intellectual property.

Phish Defense grants Subscriber a limited, non-exclusive, non-transferable license to use the Platform solely for the purpose of receiving the subscribed services during the term of this Agreement.

## **9. Confidentiality**

The Subscriber and Phish Defense agree to maintain the confidentiality of any proprietary or confidential information disclosed to each other during the term of this Agreement.

## **10. Data Protection and Privacy**

Phish Defense shall implement reasonable measures to protect the security and integrity of Subscriber Data in accordance with applicable data protection laws and regulations as outlined in the Phish Defense Data Processing Agreement.

## **11. Limitation of Liability**

Except for liability arising from a party's gross negligence, or willful misconduct, in no event shall either party's aggregate liability exceeds the amount paid by the Subscriber to Phish Defense in the twelve (12) months immediately preceding the incident. In no event shall either party be liable for any indirect, incidental, special, consequential, or punitive damages, including, without limitation, damages for loss of profits, revenue, or data, whether in an action in contract, tort (including negligence), or otherwise, even if the party knew or should have known that such damages were possible.

In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to you. These limitations shall apply to the fullest extent permitted by law.

## **12. Legacy Subscriptions**

If a Subscriber enrolled in a subscription tier that is now end-of-sale, the subscription benefits from all functionalities offered under the Upgrade subscription tier.

## **13. Agreement Modifications**

Phish Defense reserves the right to modify this Agreement. Subscribers will be notified of any changes, and continued use of the Platform after notification constitutes acceptance of the modified Agreement.

By accessing and using the Phish Defense Cloud Platform, the Subscriber agrees to be bound by the terms outlined in this Subscription and Service Level Agreement.

**Last Updated:** 8th May 2025

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