

LEGAL · END USER LICENCE AGREEMENT

FIKS End User Licence Agreement

CyberDNA Pty Ltd (ABN 95 627 959 200) · Version 1.0 · Effective 20 July 2026

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Version 1.0 — Effective date: 20/07/2026

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IMPORTANT — PLEASE READ BEFORE ACCEPTING

This End User Licence Agreement (“Agreement” or “EULA”) is a legally binding contract between CyberDNA Pty Ltd (ABN 95 627 959 200) of 459 Collins St. Melbourne Victoria 3000, Australia (“CyberDNA”, “we”, “us” or “our”) and the person or entity that accepts this Agreement (“you”, “your” or the “Customer”), governing your access to and use of the FIKS cloud security platform (the “Platform” or “FIKS”).

By ticking the “I agree” (or similar) box, clicking “Sign up”, “Accept” or “Continue”, creating a FIKS account, or accessing or using the Platform, you acknowledge that you have read and understood this Agreement and you agree to be bound by it. If you are accepting this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that entity, and “Customer”, “you” and “your” refer to that entity.

If you do not agree to this Agreement, you must not tick the box, create an account, or access or use the Platform.

Where FIKS is made available to you as part of a managed service provided by CyberDNA (including CyberDNA’s Managed Cloud Response / cloud exposure managed service (“MCR”)), this Agreement governs your use of the

Platform, and the separate services agreement for that managed service governs the provision of the managed service. In the event of an inconsistency in respect of the use of the Platform, this Agreement prevails to the extent of the inconsistency unless the services agreement expressly states otherwise.

1. Definitions and interpretation

1.1 In this Agreement, unless the context otherwise requires:

“Australian Consumer Law” means Schedule 2 to the Competition and Consumer Act 2010 (Cth).

“Authorised User” means an individual whom you authorise to access and use the Platform through your account, being your employee, contractor or agent.

“Confidential Information” means all information disclosed by or on behalf of a party (the “Disclosing Party”) to the other party (the “Receiving Party”) that is by its nature confidential, is designated as confidential, or that the Receiving Party ought reasonably to know is confidential, including the terms of this Agreement, the Platform, its features, security information, pricing, and each party’s business, technical, financial and customer information, but excludes information described in clause 8.3.

“Customer Data” means all data, information, content and materials that you or your Authorised Users provide, input, upload, transmit or make accessible to the Platform, or that the Platform collects from your Customer Environment in connection with your use of the Platform, including configuration data, metadata, log data, asset inventories and Findings relating to your Customer Environment.

“Customer Environment” means the cloud computing accounts, subscriptions, tenants, workloads, systems, networks and services that you connect to, or authorise the Platform to access, for the purpose of the Services.

“Documentation” means any user guides, instructions, specifications and other materials made available by CyberDNA describing the functionality or use of the Platform.

“Fees” means the fees payable for your access to and use of the Platform as set out in the applicable order, subscription plan, checkout page or invoice.

“Findings” means the outputs, alerts, results, scores, dashboards, recommendations and reports generated by the Platform in connection with your Customer Environment.

“GST” has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

“Harmful Code” means any virus, malware, ransomware, worm, trojan, back door, time bomb, spyware, exploit, or other code, file or program designed or having the effect of permitting unauthorised access to, or disabling, damaging, corrupting or disrupting, any system, network, software or data.

“Intellectual Property Rights” means all intellectual property rights anywhere in the world, whether registered or unregistered, including rights in respect of copyright, trade marks, designs, patents, circuit layouts, trade secrets, know-how and confidential information, and any application or right to apply for registration of any of those rights.

“Personal Information” has the meaning given in the Privacy Act 1988 (Cth).

“Privacy Laws” means the Privacy Act 1988 (Cth) (including the Australian Privacy Principles) and all other applicable laws relating to the handling of Personal Information.

“Services” means the provision of access to and use of the Platform and any related functionality made available by CyberDNA under this Agreement.

“Subscription Term” means the period for which you have subscribed to, or are otherwise permitted to access, the Platform, as set out in the applicable order or subscription plan.

“Workload” means a discrete compute or cloud resource unit as defined in the applicable subscription plan or Documentation (for example, a virtual machine, container instance, serverless function, or cloud account/subscription), by reference to which usage limits and Fees may be measured.

1.2 In this Agreement, unless the context otherwise requires: (a) the singular includes the plural and vice versa; (b) headings are for convenience only and do not affect interpretation; (c) “including”, “includes” and similar expressions are not words of limitation; (d) a reference to legislation includes any amendment to, or replacement of, it; (e) a reference to “\$”, “AUD” or “dollars” is to Australian currency; (f) a reference to a party includes that party’s successors and permitted

assigns; and (g) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement.

2. Acceptance, eligibility and accounts

2.1 You may only accept this Agreement and use the Platform if you are at least 18 years of age and capable of forming a legally binding contract.

2.2 Where you subscribe to the Platform directly (rather than through the MCR managed service), the Platform is offered on a self-service basis for Customer Environments of up to the number of Workloads specified in your subscription plan (and, for the direct self-service offering, up to a maximum of 100 Workloads unless otherwise agreed by CyberDNA in writing).

2.3 You must register for an account to access the Platform. You must provide accurate, current and complete information and keep it up to date. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account and your Authorised Users' accounts.

2.4 You are responsible for ensuring that your Authorised Users comply with this Agreement. Any act or omission of an Authorised User in connection with the Platform is deemed to be your act or omission.

2.5 You must promptly notify CyberDNA of any actual or suspected unauthorised access to or use of your account, the Platform, or your credentials.

3. Licence grant and restrictions

3.1 Subject to your compliance with this Agreement (including payment of applicable Fees), CyberDNA grants you a limited, non-exclusive, non-transferable, non-sublicensable and revocable licence, during the Subscription Term, to access and use the Platform and Documentation solely for your own internal business purposes of assessing, monitoring and managing the security posture and exposure of your own Customer Environment (the "Permitted Purpose").

3.2 The Platform is licensed and provided as a service, not sold. Except for the limited licence expressly granted in clause 3.1, no right, title or interest in or to the Platform, Documentation or any Intellectual Property Rights is granted or transferred to you.

3.3 You must not, and must ensure your Authorised Users do not, directly or indirectly:

- use the Platform other than for the Permitted Purpose, or use it in respect of any environment that you do not own or are not authorised to assess;
- sell, resell, licence, sub-licence, distribute, rent, lease, or make the Platform available to any third party, or use the Platform as a service bureau or on a time-sharing basis for the benefit of any third party;
- copy, modify, adapt, translate or create derivative works of the Platform or Documentation;
- decompile, disassemble, reverse engineer or otherwise attempt to derive the source code, underlying structure, algorithms or ideas of the Platform, except to the extent this restriction is expressly prohibited by applicable law;
- circumvent, disable or interfere with any security, licensing, usage-metering or access-control features of the Platform, or attempt to gain unauthorised access to the Platform or its related systems;
- introduce any Harmful Code into the Platform or CyberDNA's systems, or use the Platform to store or transmit any Harmful Code or any material that is unlawful, infringing or harmful;
- remove, alter or obscure any proprietary notices on the Platform or Documentation;
- use the Platform to build, or assist any third party to build, a competing product or service, or to benchmark the Platform for competitive purposes; or
- use the Platform in breach of any applicable law or in a manner that could damage, disable, overburden or impair the Platform.

3.4 CyberDNA may monitor your use of the Platform to verify compliance with this Agreement and to ensure the proper functioning, security and integrity of the Platform.

3.5 CyberDNA may from time to time provide updates, patches, enhancements, and new features to the Platform. This Agreement applies to all such updates. CyberDNA may modify, add to or discontinue features of the Platform from time to time, acting reasonably, and will use reasonable endeavours to notify you of any material adverse change to core

4. Connection to the Customer Environment; your responsibilities

4.1 To use the Platform you must connect one or more Customer Environments to the Platform in accordance with CyberDNA's instructions and the Documentation, including by establishing the necessary connections, roles, credentials or permissions.

4.2 You represent, warrant and agree, on a continuing basis, that:

- you own, or are fully authorised to access, control and connect, each Customer Environment you connect to (or authorise the Platform to access), and you have obtained all consents, authorisations and approvals necessary for CyberDNA and the Platform to access, scan and process the Customer Environment and Customer Data as contemplated by this Agreement;
- you will grant the Platform only the level of access reasonably required for the Permitted Purpose, applying least-privilege principles in accordance with the Documentation;
- you are responsible for configuring, securing and maintaining your Customer Environment, credentials and connections, and for all changes made to your Customer Environment (whether or not made in response to any Finding);
- you will maintain appropriate back-ups of your systems and data, independently of the Platform; and
- your Customer Data, and your provision of it, does not and will not infringe the rights of any third party or breach any law.

4.3 You acknowledge and agree that the Platform's ability to identify and analyse exposures depends on the accuracy, completeness and availability of the access, configuration and Customer Data you provide, and on your compliance with CyberDNA's instructions and the Documentation, over which CyberDNA has no control.

4.4 You acknowledge that the Platform is an automated security assessment and monitoring tool. It requires your active use, review and action, and certain matters require bespoke services and cannot be identified, analysed or remediated by the Platform alone.

5. Fees, payment and taxes

5.1 Where you subscribe to the Platform directly, you must pay the Fees for the applicable subscription plan in advance, in accordance with the pricing and billing frequency set out at checkout or in the applicable order or invoice. Where FIKS is provided as part of the MCR managed service, fees are governed by the relevant services agreement.

5.2 Unless expressly stated otherwise, all Fees are non-cancellable and non-refundable, and all amounts paid are non-refundable, except to the extent a refund is required by law (including under the Australian Consumer Law).

5.3 You authorise CyberDNA (and its payment processors) to charge your nominated payment method for all applicable Fees. If any Fee is not paid when due, CyberDNA may, in addition to its other rights, charge interest on overdue amounts at the rate of 8% per annum calculated daily, and/or suspend or terminate your access in accordance with clause 14.

5.4 Unless stated otherwise, Fees are exclusive of GST and other taxes. Where GST is payable on a supply made under this Agreement, you must pay to CyberDNA, in addition to the Fees, an amount equal to the GST payable, on receipt of a valid tax invoice.

5.5 CyberDNA may change its Fees from time to time. CyberDNA will give you at least 30 days' notice before any Fee change takes effect, and the change will apply from your next renewal or billing period. If you do not agree to a Fee change, you may terminate your subscription before the change takes effect in accordance with clause 14.

5.6 Renewal. Unless your subscription plan states otherwise, subscriptions renew automatically for successive periods equal to the initial Subscription Term. CyberDNA will notify you before an automatic renewal where required by law. You may elect not to renew by cancelling in accordance with the process notified by CyberDNA before the end of the then-current Subscription Term.

6. Intellectual Property

6.1 As between the parties, CyberDNA (and its licensors) own all right, title and interest, including all Intellectual Property Rights, in and to the Platform, the Documentation, and all software, technology, designs, and materials underlying or comprising the Platform, and all improvements, modifications and derivatives of them. CyberDNA owns and retains all Intellectual Property Rights in FIKS, which is proprietary to CyberDNA.

6.2 You must not challenge, or do anything inconsistent with, CyberDNA's ownership of the Intellectual Property Rights in the Platform, and you must promptly notify CyberDNA if you become aware of any actual or suspected infringement or unauthorised use.

6.3 As between the parties, you own all right, title and interest in your Customer Data. You grant CyberDNA a non-exclusive, worldwide, royalty-free licence to host, copy, process, transmit, analyse and display Customer Data to the extent necessary to provide, maintain, secure and support the Platform and the Services, and as otherwise permitted by this Agreement.

6.4 You grant CyberDNA a perpetual, irrevocable, worldwide, royalty-free licence to collect and use data derived from your use of the Platform in aggregated and de-identified form (from which you and any individual are not reasonably identifiable) for the purposes of operating, improving, developing, securing and benchmarking the Platform and CyberDNA's products and services. CyberDNA will not disclose such aggregated and de-identified data in a form that identifies you.

6.5 If you provide CyberDNA with any suggestions, feedback or ideas regarding the Platform ("Feedback"), you grant CyberDNA a perpetual, irrevocable, worldwide, royalty-free, sub-licensable licence to use and exploit the Feedback for any purpose without restriction or obligation to you.

7. Customer Data, privacy and data location

7.1 You are responsible for the accuracy, quality, legality and appropriateness of Customer Data and for having the necessary rights and consents to provide it and to authorise its processing under this Agreement.

7.2 CyberDNA will use Customer Data only to provide, maintain, secure, support and improve the Platform and the Services, to comply with law, and as otherwise permitted by this Agreement. CyberDNA will not sell Customer Data.

7.3 CyberDNA will implement and maintain reasonable technical and organisational security measures designed to protect Customer Data against unauthorised access, use, disclosure, loss or alteration, appropriate to the nature of the data. You acknowledge that no method of transmission or storage is completely secure and that CyberDNA does not warrant that the Platform or Customer Data cannot be compromised.

7.4 Data location and overseas hosting. You acknowledge and agree that CyberDNA hosts and processes Customer Data using third-party cloud infrastructure providers, and that Customer Data may be stored and processed outside Australia. As at the effective date of this Agreement, the Platform is hosted in Germany (using the Hetzner cloud infrastructure). CyberDNA intends to make available hosting in Australia (using Amazon Web Services in its Sydney region) and may host or process Customer Data in Australia and/or overseas jurisdictions from time to time. By accepting this Agreement, you consent to the storage, processing and disclosure of Customer Data (including any Personal Information it contains) outside Australia, including in Germany and the European Union, for the purposes of this Agreement. You acknowledge that, to the extent you consent under this clause 7.4, Australian Privacy Principle 8.1 will not apply to that overseas disclosure, and CyberDNA will not be required under the Privacy Act to take steps in relation to overseas recipients that would otherwise be required.

7.5 Privacy. Each party will comply with the Privacy Laws applicable to it. To the extent Customer Data contains Personal Information, you warrant that you have collected and handled that Personal Information in accordance with the Privacy Laws and have obtained all consents and given all notices necessary for CyberDNA to handle it as contemplated by this Agreement (including the overseas handling described in clause 7.4). CyberDNA's handling of Personal Information is described in its Privacy Policy at [\[insert URL\]](#), as updated from time to time.

7.6 Data breach. Each party will notify the other without undue delay on becoming aware of any unauthorised access to or disclosure of Customer Data, and will cooperate reasonably in relation to any assessment or notification obligations under the Privacy Laws (including the Notifiable Data Breaches scheme).

7.7 Retention and return. The Platform is not a data back-up or archiving service. On expiry or termination of this Agreement, CyberDNA may delete Customer Data in accordance with clause 14.5, and CyberDNA may retain Customer Data to the extent required by law or held in routine back-ups, and may retain aggregated and de-identified data under clause 6.4.

8. Confidentiality

8.1 The Receiving Party must: (a) keep the Disclosing Party's Confidential Information confidential and use it only for the purposes of this Agreement; (b) not disclose it to any person except to its personnel and professional advisers who need to know it and who are bound by obligations of confidence; and (c) protect it using at least the same degree of care it uses for its own confidential information of similar importance and no less than a reasonable standard of care.

8.2 The Receiving Party may disclose Confidential Information to the extent required by law or by a regulatory authority, provided that (where lawful and practicable) it gives the Disclosing Party prior notice.

8.3 Confidential Information does not include information that: (a) is or becomes public other than through a breach of this Agreement; (b) was lawfully known to the Receiving Party before disclosure; (c) is lawfully received from a third party without restriction; or (d) is independently developed by the Receiving Party without reference to the Confidential Information.

9. Availability, support and security testing

9.1 CyberDNA will use reasonable endeavours to make the Platform available and to provide the Services with reasonable skill and care. Except where a separate service level agreement is agreed in writing, the Platform is provided without any guaranteed level of availability or uptime.

9.2 The Platform may be unavailable during scheduled or emergency maintenance, updates, or as a result of matters beyond CyberDNA's reasonable control. CyberDNA will use reasonable endeavours to schedule planned maintenance to minimise disruption and, where practicable, to give advance notice.

9.3 Support is provided at the level (if any) specified in your subscription plan or the applicable services agreement. Estimated response or resolution times (if any) are estimates only and are not binding.

9.4 You acknowledge that the Platform performs read-only assessment and monitoring of your Customer Environment and is not a penetration test or an active exploitation, offensive-security or intrusion service. The Platform does not attempt to exploit, alter or disrupt your Customer Environment.

10. Warranties and disclaimers

10.1 Each party warrants that it has the right, power and authority to enter into and perform this Agreement.

10.2 You warrant that you will comply with all laws applicable to your use of the Platform and that your use of the Platform and provision of Customer Data will not infringe the rights of any third party.

10.3 To the maximum extent permitted by law, and subject to clause 11:

- the Platform, Documentation, Services and all Findings are provided "as is" and "as available", and CyberDNA excludes all representations, warranties, conditions and guarantees that are not expressly set out in this Agreement, whether implied by statute, common law, custom or otherwise;
- CyberDNA does not warrant or guarantee that the Platform will be uninterrupted, error-free or secure, that it will identify, detect, assess or enable remediation of all security risks, vulnerabilities, misconfigurations, exposures or Harmful Code in your Customer Environment, or that the Findings will be complete, accurate, current or free from error;
- the Findings are informational only, reflect the state of the Customer Environment at a point in time based on the data available to the Platform, and do not constitute legal, compliance, security assurance or professional advice; you are solely responsible for evaluating the Findings and for all decisions and actions you take (or do not take) in reliance on them; and
- CyberDNA is not responsible for any security incident, breach, loss, damage or exposure affecting your Customer Environment, including any that the Platform does not detect or report.

11. Australian Consumer Law

11.1 Nothing in this Agreement excludes, restricts or modifies any guarantee, right or remedy conferred on you by the Australian Consumer Law or any other law that cannot lawfully be excluded, restricted or modified ("Non-Excludable

Rights”).

11.2 To the extent that CyberDNA is liable for a failure to comply with a guarantee under the Australian Consumer Law that cannot be excluded, but can be limited, CyberDNA’s liability is limited, at CyberDNA’s election, to: (a) in the case of services, resupplying the services or paying the cost of having the services resupplied; and (b) in the case of goods, replacing or repairing the goods or paying the cost of replacement or repair.

12. Limitation of liability

12.1 Nothing in this clause 12 limits either party’s liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; (c) your liability to pay Fees; (d) a breach by you of clauses 3 (Licence), 6 (Intellectual Property) or 8 (Confidentiality), or your indemnity obligations under clause 13; or (e) any liability that cannot be excluded or limited by law (including Non-Excludable Rights under clause 11).

12.2 Subject to clause 12.1, to the maximum extent permitted by law, neither party is liable to the other for any: loss of profit, loss of revenue, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill or reputation, loss of or corruption of data, or any indirect, special or consequential loss or damage, however arising (whether in contract, tort (including negligence), under statute or otherwise), even if the party was advised of the possibility of such loss.

12.3 Subject to clauses 12.1 and 12.2, to the maximum extent permitted by law, CyberDNA’s total aggregate liability to you for all claims arising under or in connection with this Agreement (whether in contract, tort (including negligence), under statute or otherwise) is limited to the total Fees actually paid by you to CyberDNA under this Agreement in the 12-month period immediately preceding the first event giving rise to the liability.

12.4 Where the Platform is provided to you free of charge (including any free trial, free tier, or the free Cloud Exposure Assessment), CyberDNA’s total aggregate liability to you in respect of that free access is limited, to the maximum extent permitted by law and subject to clause 12.1, to AUD \$100.

12.5 CyberDNA is not liable for any loss or damage to the extent caused by: (a) your breach of this Agreement or the acts or omissions of you or your Authorised Users; (b) your Customer Environment, Customer Data, systems, credentials or configuration, or changes you make to them; (c) any Harmful Code not introduced by CyberDNA; (d) third-party products, services or infrastructure not supplied by CyberDNA; (e) your failure to act on, or your reliance on, any Finding; or (f) any matter beyond CyberDNA’s reasonable control.

12.6 Each party must take reasonable steps to mitigate any loss or damage it suffers in connection with this Agreement.

13. Indemnity

13.1 You indemnify CyberDNA and its officers, employees, contractors and related bodies corporate (“Indemnified Parties”) against all liabilities, losses, damages, costs and expenses (including reasonable legal costs on a full indemnity basis) suffered or incurred by any Indemnified Party arising out of or in connection with:

- your breach of this Agreement, including any breach of the warranties in clause 4.2 (authorisation and access) or clause 7 (Customer Data and privacy);
- your, or your Authorised Users’, use or misuse of the Platform, including any access to or connection with any environment that you were not authorised to access;
- any Customer Data, including any claim that Customer Data or its processing infringes the Intellectual Property Rights or other rights of a third party or breaches any law (including Privacy Laws); or
- any wilful, unlawful or negligent act or omission by you or your Authorised Users.

13.2 This indemnity is a continuing obligation, is independent of your other obligations, and survives termination of this Agreement. Clause 12 does not limit your liability under this clause 13.

14. Term, suspension and termination

14.1 This Agreement commences when you first accept it or access the Platform and continues for the Subscription Term and any renewals, until terminated in accordance with this clause 14.

14.2 CyberDNA may suspend your access to the Platform (in whole or part), immediately and without liability, if: (a) you

fail to pay any Fee when due and do not remedy the failure within 5 business days of notice; (b) CyberDNA reasonably considers that your use of the Platform poses a security risk, may adversely affect the Platform or other customers, or may be unlawful; or (c) you materially breach this Agreement. CyberDNA will use reasonable endeavours to notify you and to limit the suspension to what is reasonably necessary.

14.3 Either party may terminate this Agreement: (a) for convenience, by cancelling the subscription with effect from the end of the then-current Subscription Term (or, for free access, at any time); or (b) immediately by notice if the other party commits a material breach that is not remedied within 14 days of written notice, or that is incapable of remedy.

14.4 CyberDNA may terminate this Agreement immediately by notice if you become insolvent, are wound up, have a controller or administrator appointed, are unable to pay your debts as they fall due, or cease or threaten to cease carrying on business.

14.5 On expiry or termination of this Agreement: (a) the licence granted in clause 3 immediately ends and you must cease using the Platform; (b) CyberDNA may disable your account and access; (c) you must, if requested, revoke all access granted to the Platform in respect of your Customer Environment; and (d) CyberDNA will delete Customer Data within a reasonable period, except to the extent it is required to retain it by law, it is held in routine back-ups (which are deleted in the ordinary course), or it is aggregated and de-identified data under clause 6.4.

14.6 Termination does not affect any accrued rights or remedies. Clauses 1, 6, 7.7, 8, 10, 11, 12, 13, 14.5, 14.6, 15 and 16, and any other clause intended to survive, survive termination.

15. Dispute resolution

15.1 If a dispute arises out of or in connection with this Agreement, a party must not commence court proceedings (other than for urgent interlocutory or injunctive relief) unless it has first complied with this clause 15.

15.2 The party claiming the dispute must give written notice to the other party setting out the nature of the dispute. The parties must use reasonable endeavours, through their senior representatives, to resolve the dispute within 21 days of the notice.

15.3 If the dispute is not resolved within that period, either party may commence proceedings. Nothing in this clause prevents a party from seeking urgent injunctive, interlocutory or declaratory relief from a court.

16. General

16.1 Variation. CyberDNA may amend this Agreement from time to time. CyberDNA will give you reasonable notice of any material change (for example, by email or by posting the updated Agreement and requiring acceptance). Your continued use of the Platform after the change takes effect, or your acceptance of the updated Agreement, constitutes acceptance of the amended Agreement. If you do not agree to a material change, your remedy is to stop using the Platform and terminate in accordance with clause 14.

16.2 Assignment. You must not assign or novate this Agreement without CyberDNA's prior written consent. CyberDNA may assign or novate this Agreement to a related body corporate or in connection with a sale of business or assets, on notice to you.

16.3 Subcontracting. CyberDNA may use subcontractors and third-party service providers (including cloud infrastructure providers) to perform its obligations, and remains responsible for the performance of the Services.

16.4 Force majeure. Neither party is liable for any delay or failure to perform its obligations (other than an obligation to pay money) to the extent caused by an event beyond its reasonable control, provided it uses reasonable endeavours to mitigate the effect.

16.5 Notices. Notices to CyberDNA must be sent to [insert notice email/address]. Notices to you may be sent to the email address associated with your account. Notices are taken to be received when sent, unless the sender receives a delivery-failure notification.

16.6 Relationship. The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency or employment relationship.

16.7 Entire agreement. This Agreement (together with any applicable order, subscription plan and, where relevant, the MCR services agreement) is the entire agreement between the parties about its subject matter and supersedes all prior representations and agreements.

16.8 Severability. If any provision of this Agreement is invalid or unenforceable, it is to be read down or severed to the minimum extent necessary, without affecting the remaining provisions.

16.9 Waiver. A waiver of any right under this Agreement is only effective if given in writing and does not waive any other right or any subsequent breach.

16.10 No reliance. You acknowledge that you have not relied on any representation, warranty or statement made by CyberDNA that is not expressly set out in this Agreement.

16.11 Governing law and jurisdiction. This Agreement is governed by the laws of the State of Victoria, Australia. Each party submits to the non-exclusive jurisdiction of the courts of Victoria and courts competent to hear appeals from them.

By ticking "I have read and agree to the FIKS End User Licence Agreement" and/or by creating an account or using the Platform, you agree to be bound by this Agreement.

By ticking "I have read and agree to the FIKS End User Licence Agreement" and/or by creating an account or using the Platform, you agree to be bound by this Agreement.