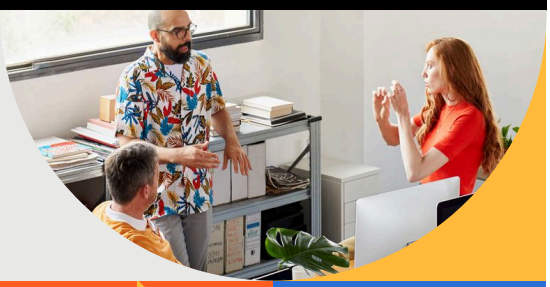
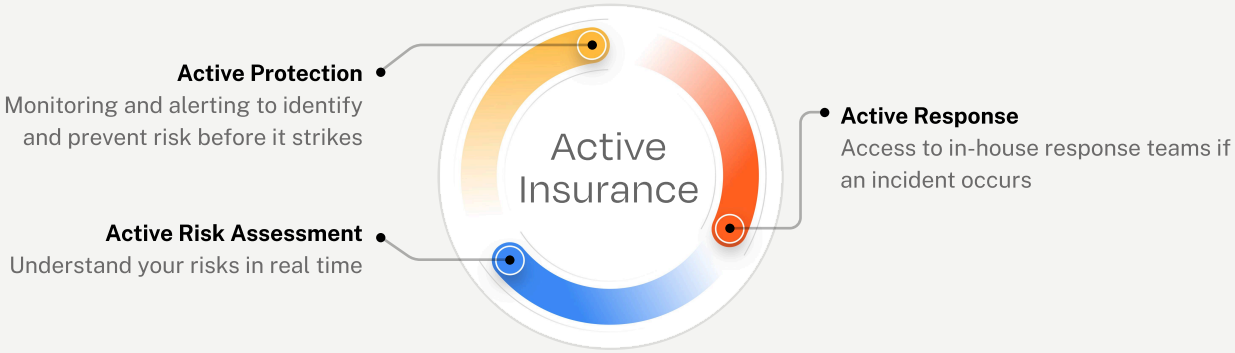
Coalition



Digital Risk, Solved

Coalition is the leading provider of Active Insurance. By combining the power of technology and insurance, we help organisations identify, mitigate, and respond to digital risks.

Our unique approach



Active Protection in Coalition Control

Coalition offers comprehensive and innovative cyber insurance products to help protect your business and keep it up and running. Coalition also actively monitors its policyholders' risks through proprietary cybersecurity tools and 24/7 cyber security experts are available to help you respond to a cyber incident. In addition, Coalition Control provides policyholders access to the following tools to help them mitigate cyber risks:

Attack Surface Monitoring

Improve security hygiene with continuous monitoring of all your company's digital assets, including infrastructure, applications, IT and data exposures.

Security Notifications

Stay up to date with dashboard and email notifications of day to day tasks and security notifications on all critical vulnerabilities discovered on your organisation's attack surface.

Third-Party Risk Management

Monitor suppliers and vendors for risks as an extension of your organisation that may pose a threat.

Partner Technology

Coalition partners with leading cybersecurity companies to offer the right tools to address risks, vulnerabilities, and contingencies. Policyholders can access savings on solutions from leading security providers. Available partner solutions include security awareness training, phishing protection, endpoint detection and response, and more.

Notice of Privacy Practices

Effective 1 November 2024

Coalition, Inc. and its current and future subsidiaries and affiliates, including Coalition Insurance Solutions, Inc. (**"CIS"**), Coalition Insurance Solutions Canada, Inc. (**"CISC"**), Coalition Incident Response, Inc. (**"CIR"**), Coalition Incident Response Canada, Inc. (**"CIRC"**), Coalition Risk Solutions, Ltd. (**"Coalition UK"**), Coalition Insurance Company, Inc. (**"CIC"**), BinaryEdge AG (**"BE"**), Coalition Insurance Solutions GmbH (**"Coalition DE"**), and Coalition Insurance Solutions Pty Ltd (ACN 657 140 791) (**"Coalition AU"**) (collectively, **"Coalition**,**" "we**,**"** or **"our"**) is required to provide this Notice of Privacy Practices (**"Notice"**) in accordance with applicable laws and regulations. This Notice outlines how we collect, share and protect your personal information. Applicable laws and regulations may give you the right to limit some but not all sharing of your personal information. Please read this Notice carefully.

Information We May Collect and Share	● Information required to create and maintain your account ● Information pertaining to your application, policy and any applicable claims ● Financial Information ● We also collect information from others, such as credit bureaus and other companies
How is Information Collected?	When you use our websites, online risk management platform, applications (web-based or mobile), products and/or services (**"Services"**), we may collect a variety of personal information that will aid us in providing our Services
Why is Information Shared?	For our everyday business and marketing purposes
Can I Limit Sharing of My Information?	Applicable privacy laws may give you the right to limit: ● Sharing for affiliates' everyday business purposes - information about your creditworthiness ● Affiliates from using your personal information to market to you ● Sharing for nonaffiliates to market to you. Coalition does not share information with affiliates so they can market to you.
How Does Coalition Protect My Information?	We use security measures compliant with applicable laws, regulations and industry standards to protect your information from unauthorized access and use. These measures include physical, electronic and

	procedural safeguards, security controls (including encryption, firewalls, advanced malware detection, multi-factor authentication and the concept of least privilege for access management).
Definitions	Affiliates: companies related by common ownership or control.
Privacy Policy	Please visit https://www.coalitioninc.com/au/legal/privacy for further information related to our processing of information.
Questions?	Please visit https://www.coalitioninc.com/au or email us at privacy@coalitioninc.com

Coalition Insurance Solutions Pty Ltd.
Level 18/347 Kent Street
Sydney, NSW 2000

COALITION CYBER AND TECHNOLOGY POLICY 3.0

POLICY DECLARATIONS

Notice: your policy contains claims-made and reported coverage. Claims-made and reported coverage applies only to claims that are first made and reported during the policy period or extended reporting period, if purchased, as described in your Coalition cyber and technology policy. Your policy also contains events discovered and reported coverage, also as described in your Coalition cyber and technology policy.

Please read the Policy Disclosure Statement carefully and consult your insurance advisor about any questions you might have.

Policy No.: C-51FC-247690-CYBER-2026-C
Renewal of: C-51FC-247690-CYBER-2025

Item 1.	**Named Insured** **Address**	ELLIEPHANT GIFTS GROUP PTY LTD 45 Cobden Street South Melbourne, VIC 3205	
Item 2.	**Policy Period**	From: 10 March 2026 To: 10 March 2027 *Both dates 4:00 P.M. at the address stated in Item 1.*	
Item 3.	**Policy Premium**	**Premium**	$1,070.00
		Policy Fee	$100.00
		GST	$117.00
		Stamp Duty	$40.49
		Total	**$1,327.49**
Item 4.	**Aggregate Policy Limit of Liability**	$2,000,000	
	Per Event Limit of Liability	$2,000,000	
	Aggregate Retention	$25,000	
Item 5.	**Insuring Agreement(s) purchased, Limits of Liability, and Retentions**		
	Coverage under this Policy is provided only for those Insuring Agreements for which a limit of liability appears below. If no limit of liability is shown for an Insuring Agreement, such Insuring Agreement is not provided by this Policy. The Aggregate Policy Limit of Liability shown above is the most the Insurer(s) will pay under this Policy regardless of the number of Insuring Agreements purchased. The Aggregate Retention shown above is the most the Insured will pay towards Retentions regardless of the number of claims or events covered under this Policy. **In the event that you elect to use Coalition Incident Response to provide computer forensic professional services, and Coalition Incident Response is available to provide such services, then any fees, costs and expenses of Coalition Incident Response for computer forensic professional services that result in covered breach response costs, claim expenses, cyber extortion expenses, or restoration costs, under the terms and conditions of this Policy will not be subject to any Retention.**		

Coalition Insurance Solutions Pty Ltd.
Level 18/347 Kent Street
Sydney, NSW 2000

	THIRD PARTY LIABILITY COVERAGES		
	Insuring Agreement	**Limit / Sub-Limit**	**Retention / Sub-Retention**
	THIRD PARTY SECURITY AND PRIVACY		
	A. NETWORK AND INFORMATION SECURITY LIABILITY	$2,000,000	$10,000
	B. REGULATORY DEFENSE AND PENALTIES	$2,000,000	$10,000
	C. PCI FINES AND ASSESSMENTS	$2,000,000	$10,000
	D. FUNDS TRANSFER LIABILITY	$2,000,000	$10,000
	TECHNOLOGY AND MEDIA PROFESSIONAL		
	E. TECHNOLOGY ERRORS & OMISSIONS	N/A	N/A
	F. MULTIMEDIA CONTENT LIABILITY	$2,000,000	$10,000
	FIRST PARTY COVERAGES		
	Insuring Agreement	**Limit / Sub-Limit**	**Retention / Sub-Retention**
	EVENT RESPONSE		
	G. BREACH RESPONSE SERVICES	*Limited to 72 hours following notification to the Breach Response Services Advisor*	$0
	H. BREACH RESPONSE COSTS	$2,000,000	$10,000
	I. CRISIS MANAGEMENT AND PUBLIC RELATIONS	$2,000,000	$10,000
	J. RANSOMWARE AND CYBER EXTORTION	$2,000,000	$10,000
	K. DIRECT AND CONTINGENT BUSINESS INTERRUPTION, AND EXTRA EXPENSES FROM SECURITY FAILURE AND SYSTEMS FAILURE	$2,000,000	$10,000 i. Waiting period: 8 hours ii. Enhanced waiting period: 1 hour
	L. PROOF OF LOSS PREPARATION EXPENSES	$250,000	$10,000
	M. DIGITAL ASSET RESTORATION	$2,000,000	$10,000
	N. COMPUTER REPLACEMENT AND BRICKING	$2,000,000	$10,000
	O. REPUTATIONAL HARM LOSS	$2,000,000	Reputation waiting period: 14 days
	P. COURT ATTENDANCE	i. Per day/per person limit: $250 ii. Limit: $50,000	

	Q. CRIMINAL REWARD	$50,000	$0
	CYBER CRIME		
	R. FUNDS TRANSFER FRAUD, PERSONAL FUNDS FRAUD, AND SOCIAL ENGINEERING	$250,000	$10,000
	S. SERVICE FRAUD INCLUDING CRYPTOJACKING	$250,000	$10,000
	T. IMPERSONATION REPAIR COSTS	N/A	N/A
	U. INVOICE MANIPULATION	N/A	N/A
Item 6.	**Pre-Claim Assistance**	$260	
Item 7.	**Professional Services**	N/A	

Item 8. **Insurer(s) and Quota Share Percentage**

Insurer	**Policy No.**	**Quota Share % of Loss**	**Quota Share Limit of Liability**	**Premium**
Allianz Australia Insurance Limited	C-51FC-247690-CYBER-2026-C	50%	$1,000,000	$535.00
HDI GLOBAL SE, Australia	C-51FC-247690-CYBER-2026-C	25%	$500,000	$267.50
Mitsui Sumitomo Insurance Company Limited	C-51FC-247690-CYBER-2026-C	25%	$500,000	$267.50

The obligations of each Insurer in this Item 8. of these Declarations are limited to the extent of its Quota Share % of Loss up to its Quota Share Limit of Liability.

Your insurers' privacy policies are available at https://www.allianz.com.au/privacy-policy.html

Item 9.	**Notification of incidents, claims, or potential claims**	By Email Attn: Coalition aus.claims@coalitioninc.com By Phone +61 261 898 062 By Mail Attn: Coalition Address: Level 18/347 Kent Street, Sydney, NSW 2000
Item 10.	**Retroactive Date**	Full Prior Acts Coverage
Item 11.	**Continuity Date**	10 March 2025
Item 12.	**Optional Extended Reporting Period**	Additional premium: N/A Extended period: N/A
Item 13.	**Choice of Law**	Victoria
Item 14.	**Breach Response Services Advisor**	Coalition, Inc.
Item 15.	**Endorsements and Forms Effective at Inception**	
	POLICY DECLARATIONS (AU)	CYAUP-00DC-0723-01

	COALITION CYBER AND TECHNOLOGY POLICY 3.0	CYAUP-00PF-0226-03B
	BREACH RESPONSE SEPARATE LIMIT ENDORSEMENT	CYAUP-00EN-000005-0723-01
	REPUTATION REPAIR ENDORSEMENT	CYAUP-00EN-000004-0723-01
	UNSCHEDULED NON-IT VENDOR CONTINGENT BUSINESS INTERRUPTION ENDORSEMENT	CYAUP-00EN-000126-1025-01
	ACTIVE ENHANCEMENT ENDORSEMENT	CYAUP-00EN-000124-1025-01

SUBJECT TO APPLICABLE LAWS THE DECLARATIONS, THE APPLICATION, THE COALITION CYBER AND TECHNOLOGY Product Disclosure Statement, AND ANY ENDORSEMENTS ATTACHED THERETO, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN US, THE ENTITY NAMED IN ITEM 1. OF THE DECLARATIONS, AND ANY INSURED.

IN WITNESS WHEREOF, we have caused this Policy to be signed officially below.

Authorised Representative

08 April 2026

Date

Coalition Insurance Solutions Pty Ltd ABN 33 657 140 791

Coalition Insurance Solutions Pty Ltd.
Level 18/347 Kent Street
Sydney, NSW 2000

COALITION CYBER AND TECHNOLOGY POLICY 3.0

IMPORTANT NOTICES	
ABOUT COALITION	Coalition is the trading name of Coalition Insurance Solutions Pty Ltd ABN 33 657 140 791, Australian Financial Services Licence 539846, an insurance underwriting agency.
ABOUT THE INSURERS	This policy is co-underwritten by Allianz Australia Insurance Limited ABN 15 000 122 850 AFS Licence No. 234708 (Allianz), and HDI Global SE, Australia ABN 55 490 279 016 (HDI), the Australian branch of HDI Global SE, a company registered in Germany and Mitsui Sumitomo Insurance Company Limited ("MSI"), ABN 49 000 525 637, AFSL 240816 (together the Insurers). The Insurers are authorised general insurers in Australia, regulated by the Australian Prudential Regulation Authority, and are issuers of this Policy. Coalition Insurance Solutions Pty Ltd holds a binding authority from the Insurers to issue contracts of insurance, and to deal with or settle claims on behalf of the Insurers, as their agent.
SEVERAL LIABILITY	The liability of an insurer under this Policy is several and not joint with other insurers to this Policy or any other insurer that may underwrite this Policy. An insurer is liable only for the proportion of liability it has underwritten. The proportion of liability under this Policy underwritten by an insurer is shown next to its stamp.
CONTACT DETAILS	Coalition and the insurers can be contacted using the details below. Coalition Insurance Solutions Pty Ltd Phone: +(61) 261 898 062 Email: aus@coalitioninc.com Mail: Coalition, Level 18/347 Kent Street, Sydney, NSW 2000 Allianz Australia Insurance Limited Mail: *GPO Box 9870 Melbourne VIC 3000* Mitsui Sumitomo Insurance Company Limited Mail: Level 26, 135 King Street, Sydney, NSW 2000 Telephone: 02 9222 7600 Email: msiaus@ms-ins.com.au HDI Global SE, Australia Mail: Level 19, 20 Martin Place, Sydney, NSW 2000
YOUR DUTY OF DISCLOSURE	Before **you** enter into an insurance contract, **you** have a duty to tell **us** anything that **you** know, or could reasonably be expected to know, that may affect **our** decision to insure **you** and on what terms. **You** have this duty until the contract is entered into (or renewed, extended, varied or reinstated as applicable). **You** have the same duty before **you** renew, extend, vary or reinstate an insurance contract. **You** do not need to tell **us** anything that: • reduces the risk **we** insure **you** for; or • is common knowledge; or • **we** know in the ordinary course of **our** business or should know as an insurer; or • **we** waive **your** duty to tell **us** about
IF YOU DO NOT TELL US SOMETHING	If **you** do not tell **us** anything **you** are required to, **we** may cancel **your** contract or reduce the amount **we** will pay **you** if **you** make a claim, or both. If **your** failure to tell **us** is fraudulent, **we** may refuse to pay a claim and treat the contract as if it never existed.

GENERAL INSURANCE CODE OF PRACTICE	**We** are a signatory to the General Insurance Code of Practice (the Code) developed by the Insurance Council of Australia. The objectives of the Code are to further raise standards of service and promote customer confidence in the general insurance industry. Further information about the Code and **your** rights under it are available at www.codeofpractice.com.au and on request.
PRIVACY STATEMENT	Coalition, Allianz, HDI Global SE, Australia, and MSI are committed to protecting **your** privacy (jointly referred to as 'we' for the purposes of this section only). This statement provides **you** with an overview of how we collect **your** personal information and how **we** use it. **You** can obtain a copy of Coalition's Privacy Policy by visiting us at http://www.coalitioninc.com/. A copy of Allianz's full Privacy Policy is located at http://www.allianz.com.au/about-us/privacy. A copy of MSI's full Privacy Policy is located at http://www.msi-oceania.com/privacy/. A copy of HDI's full Privacy Policy is located at https://www.hdi.global/en-au/legal/privacy/. Collection, use and disclosure **We** usually collect **your** personal information when **you** interact with us (for example, when **you** apply for a policy or use **our** services). **We** may also collect **your** personal information from other sources, including when **we** scan the internet for cyber threats, through the use of cookies on **our** website and from third parties who may refer **you** to **us**. If **you** do not provide **us** with the personal information that **we** request, **we** may be unable to provide **our** products or services to **you**. **We** use the information **we** collect to • provide or fulfil services to **you**, • establish and verify **your** identity, handle and resolve transactions (including billing transactions), • provide insurance services (including activating, maintaining or servicing a policy), • maintain and improve **our** services and products (including to operate, develop and enhance them), • communicate with **you** about **our** products and services (including by sending announcements, updates, security alerts, and support and administrative messages), • tell **you** about products and services of **our** affiliates and business partners which **we** believe may be of interest to **you**, • respond to **your** queries, personalise **your** experience in using **our** products and services, • comply with legal and contractual requirements (including to facilitate audits, comply with **our** internal policies directed at compliance with such requirements, and comply with applicable law), • identify and manage unauthorised conduct or security threats (including to prevent, identify, investigate and deter fraudulent, unethical or illegal activity, including cyberattacks and identity theft), and • help **you** to respond to a cyber incident. **We** usually disclose **your** personal information to persons who help **us** to provide **our** products and services to **you**, and for the purposes described in the paragraph above. For example, **we** will disclose **your** information in connection with claims, for payment processing, third party service providers (who provide website development, hosting, maintenance, transcription etc), promotional partners and third party applications, **our** affiliates and related bodies corporate, to assist with a business transfer or to enforce **our** terms of use. **We** will sometimes disclose **your** personal information to recipients who are located overseas. For example, **we** use third party service providers in the U.S. and other jurisdictions. Where to find out more

	Our Privacy Policy www.coalitioninc.com/legal/privacy contains additional information about how **we** handle **your** personal information. The Privacy Policy also includes information about how **you** may access **your** personal information that **we** hold and seek correction of that information. **Our** Privacy Policy also includes information about how **you** may complain about a breach of the Australian Privacy Principles, or a registered code that binds **us** and how **we** will handle that complaint. If **you** have any questions, **you** can contact **us** at: privacy@coalitioninc.com
COMPLAINTS AND DISPUTE RESOLUTION	If **you** experience a problem or are not satisfied with **our** service or products, **you** can contact the Coalition Customer Success Phone: +(612) 6189 8062 Online: www.coalitioninc.com/en-au/contact Email: complaints@coalitioninc.com **We** will do **our** best to resolve the matter directly with **you** within 30 days of receiving it, in accordance with **our** dispute resolution procedures. **We** will keep **you** informed of the progress at least every 10 business days (unless we agree to an alternate timeframe). If **you** are unsatisfied with **our** response, **you** can refer the complaint to the Australian Financial Complaints Authority (AFCA) subject to its rules and time limits. AFCA is a free and independent external dispute resolution scheme approved by the Australian Securities and Investments Commission. **We** are a member of this scheme and **we** agree to be bound by its determinations about a dispute. If **we** do not respond to **your** complaint within 30 days, **you** can also refer **your** complaint to AFCA. **We** will tell **you** about this in writing and also the reasons for **our** delay. AFCA may be contacted at: Website: www.afca.org.au Telephone: 1800 931 687 (free call) Email: info@afca.org.au In writing to: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001
FINANCIAL CLAIMS SCHEME	**We** and **our** agents are covered by the Financial Claims Scheme (FCS). This means that **you** may be entitled to compensation from the scheme in the unlikely event **we** cannot meet **our** obligations. The FCS is a government-backed safety net that covers most general insurance policies for claims up to $5,000, with claims above $5,000 eligible if they fulfil certain criteria. Once activated by the Australian government, FCS is administered by the Australian Prudential Regulation Authority. Further information about the scheme is available from the FCS: Website: apra.gov.au/financial-claims-scheme-0 Telephone: 1300 558 849 (in Australia, free call) or +61 2 8037 9015 (outside Australia) Email: info@apra.gov.au Post: Australian Prudential Regulation Authority GPO Box 9836 Sydney NSW 2001 Australia
GST NOTICE	The Policy has a GST provision in relation to premium and **our** payment to **you** for claims. It may have an impact on how **you** determine the amount of insurance **you** need. Please read carefully. Seek professional advice if **you** have any queries about GST and **your** insurance. Sums Insured: All monetary limits in the Policy may be adjusted for GST in some circumstances (see below).

	Claim settlements – Where **we** agree to pay: When **we** calculate the amount **we** will pay **you**, **we** will have regard to the items below: Acquisition of goods, services or repairs Where **you** are liable to pay an amount for GST in respect of an acquisition relevant to **your** claim (such as services to repair a Damaged item insured under the Policy) **we** will pay for the GST amount. **We** will pay the GST amount in addition to the Sum Insured or Limit of Indemnity or other limits shown in the Policy or in the Schedule (unless we state GST is included in Sum Insured or Limit of Indemnity). If **your** Sum Insured or Limit of Indemnity is not sufficient to cover **your** loss, **we** will only pay the GST amount that relates to **our** settlement of **your** claim. **We** will reduce the GST amount **we** pay by the amount of any input tax credits to which **you** are or would be entitled. Payment as compensation Where **we** make a payment under the Policy as compensation instead of payment for a relevant acquisition, **we** will reduce the amount of the payment by the amount of any input tax credit that **you** would have been entitled to had the payment been applied to a relevant acquisition. Where the Policy insures business interruption, **we** will (where relevant) pay **you** on **your** claim by reference to the GST exclusive amount of any supply made by **your** business that is relevant to **your** claim. Disclosure – Input tax credit entitlement If **you** register, or are registered, for GST **you** are required to tell us **your** entitlement to an input tax credit on **your** premium. If **you** fail to disclose or **you** understate **your** entitlement, **you** may be liable for GST on a claim **we** may pay. The Policy does not cover **you** for this GST liability, or for any fine, penalty or charge for which **you** may be liable.
COOLING OFF	**You** can call **us** to cancel **your** Policy within 14 days from either: • the date **we** issued **you** a new Policy, or • or the start date of a Policy that **you** have renewed and in either of these situations, provided **you** have not made a claim or an event has not occurred that could give rise to a claim on **your** policy, **we** will refund **your** premium. **We** may deduct from **your** refund amount any government taxes or duties **we** cannot recover. In addition to **your** cooling off period, **you** can cancel the Policy at any time by calling **us**.

SECTION I	
INTRODUCTION	This Policy is a contract of insurance between the **named insured** and **us**. This Policy includes and must be read together with the Declarations page and any Endorsements. These set out **your** Limits of Liability and Retention and other matters that form part of this Policy. The insurance provided under this Policy for **claims** made against **you**, under Section II, THIRD PARTY LIABILITY COVERAGES, is on a claims made and reported basis, and applies to **claims** only if they are first made against **you** during the **policy period** (or any applicable Optional Extended Reporting Period) and reported to **us** in accordance with the terms of this Policy. In accordance with Section 40(3) of the Insurance Contracts Act 1984 (Cth), Section II, THIRD PARTY LIABILITY COVERAGES of this Policy may also respond to written notifications of facts that might give rise to a **claim** against **you** even if a claim has not yet been made against **you**. This notification must be given to **us** as soon as reasonably practicable after **you** become aware of the facts and prior to the expiry of the **policy period**. **Claim expenses** reduce the applicable Limits of Liability, are subject to retentions, and may exhaust the applicable Limits of Liability. Please note that the terms throughout this wording in bold lowercase print are defined terms and have special meaning as set forth in Section IX, DEFINITIONS.
SECTION II	
WHAT WE COVER – OUR INSURING AGREEMENTS	In consideration of the **named insured's** payment of the premium, in reliance upon the information provided to **us**, including in and with the **submission**, and subject to the Limits of Liability and applicable Retention(s), exclusions, conditions, and other terms of this Policy, **we** agree to provide the following insurance coverage provided that: 1. The **event** first took place after the **retroactive date** and before the end of the **policy period**; 2. For THIRD PARTY LIABILITY COVERAGES, the **claim** is made against **you** during the **policy period** (or any applicable Optional Extended Reporting Period), and is reported to **us** during the **policy period** or during any applicable extended reporting period; 3. For FIRST PARTY COVERAGES, the **incident** is first discovered by **you** during the **policy period**, and is reported to **us** during the **policy period** or any applicable extended reporting period; and 4. Notice is provided in accordance with Section IV, YOUR OBLIGATIONS AS AN INSURED.
THIRD PARTY LIABILITY COVERAGES	
THIRD PARTY SECURITY AND PRIVACY	
A. NETWORK AND INFORMATION SECURITY LIABILITY	**We** will pay on **your** behalf **claim expenses** and **damages** that **you** become legally obligated to pay resulting from a **claim** against **you** for a **security failure**, **data breach**, or **privacy liability**.
B. REGULATORY DEFENCE AND PENALTIES	**We** will pay on **your** behalf **claim expenses** and **regulatory penalties** that **you** become legally obligated to pay resulting from a **claim** against **you** in the form of a **regulatory proceeding**.
C. PCI FINES AND ASSESSMENTS	**We** will pay on **your** behalf **claim expenses** and **PCI fines and assessments** that **you** become legally obligated to pay resulting from a **claim** against **you** for a **data breach** compromising payment card data.
D. FUNDS TRANSFER LIABILITY	**We** will pay on **your** behalf **claim expenses** and **funds transfer liability loss** that **you** become legally obligated to pay resulting from a **claim** against **you** for a **funds transfer liability**.
TECHNOLOGY AND MEDIA PROFESSIONAL	
E. TECHNOLOGY ERRORS AND	**We** will pay on **your** behalf **claim expenses** and **damages** that **you** become legally obligated to pay resulting from a **claim** against **you** for a **technology**

OMISSIONS	**and professional services wrongful act**.
F. MULTIMEDIA CONTENT LIABILITY	**We** will pay on **your** behalf **claim expenses** and **damages** that **you** become legally obligated to pay resulting from a **claim** against **you** for a **multimedia wrongful act**.
FIRST PARTY COVERAGES	
EVENT RESPONSE	
G. BREACH RESPONSE SERVICES	**We** will pay on **your** behalf **breach response services** resulting from an actual or suspected **security failure**, **data breach**, **cyber extortion**, **funds transfer fraud**, or **impersonation fraud**, first discovered by **you** during the **policy period**.
H. BREACH RESPONSE COSTS	**We** will pay on **your** behalf **breach response costs** resulting from an actual or suspected **security failure** or **data breach** first discovered by you during the **policy period**.
I. CRISIS MANAGEMENT AND PUBLIC RELATIONS	**We** will pay on **your** behalf **crisis management costs** resulting from a **public relations event** first discovered by **you** during the **policy period**.
J. RANSOMWARE AND CYBER EXTORTION	**We** will pay on **your** behalf **cyber extortion expenses** resulting from **cyber extortion** first discovered by **you** during the **policy period**.
K. DIRECT AND CONTINGENT BUSINESS INTERRUPTION, AND EXTRA EXPENSES FROM SECURITY FAILURE AND SYSTEMS FAILURE	**We** will pay **business interruption loss**, **contingent business interruption loss**, and **extra expenses** that **you** incur during the **indemnity period** directly resulting from the partial or complete interruption of **computer systems** for a period longer than the **waiting period** caused by a **security failure** or **systems failure** first discovered by **you** during the **policy period**. The period of time set forth in Item 5.K. ii. Enhanced Waiting Period of the Declarations will be the **waiting period** for any interruption of **computer systems** caused by a **denial of service attack** where a Distributed Denial of Service mitigation vendor from **our** list of **panel providers** is utilised at the time of such **denial of service attack**.
L. PROOF OF LOSS PREPARATION EXPENSES	**We** will pay on **your** behalf **proof of loss preparation expenses**.
M. DIGITAL ASSET RESTORATION	**We** will pay on **your** behalf **restoration costs** that **you** incur because of the alteration, destruction, damage, theft, loss, or inability to access **digital assets** directly resulting from a **security failure** or **systems failure** first discovered by **you** during the **policy period**.
N. COMPUTER REPLACEMENT AND BRICKING	**We** will pay on **your** behalf **computer replacement costs** that **you** incur resulting from a **security failure** first discovered by **you** during the **policy period**.
O. REPUTATIONAL HARM LOSS	**We** will pay **reputational harm loss** that **you** incur during the **reputation indemnity period** solely and directly resulting from an **adverse publication** first published during the **policy period** specifically concerning a **security failure**, **data breach**, **cyber extortion**, or **privacy liability** first discovered by **you** and reported to **us** during the **policy period**. The **reputation waiting period** for any **reputational harm loss** will be the period of time set forth in Item 5.O. of the Declarations.
P. COURT ATTENDANCE	**We** will pay **you court attendance costs** set forth in Item 5.P.i. of the Declarations, subject to the maximum amount set forth in Item 5.P.ii. of the Declarations.
Q. CRIMINAL REWARD	**We** will pay on **your** behalf, in **our** reasonable discretion, **criminal reward costs**.
CYBER CRIME	
R. FUNDS TRANSFER FRAUD, PERSONAL FUNDS FRAUD, AND SOCIAL ENGINEERING	**We** will pay **funds transfer loss** that **you** incur resulting from a **funds transfer fraud** or **personal funds fraud** first discovered by **you** during the **policy period**.

S. SERVICE FRAUD INCLUDING CRYPTOJACKING	**We** will pay on **your** behalf **service fraud loss** that **you** incur resulting from a **security failure** first discovered by **you** during the **policy period**.
T. IMPERSONATION REPAIR COSTS	**We** will pay on **your** behalf **impersonation repair costs** that **you** incur resulting from an **impersonation fraud** first discovered by **you** during the **policy period**.
U. INVOICE MANIPULATION	**We** will pay **you invoice manipulation loss** that **you** incur resulting from any **invoice manipulation** first discovered by **you** during the **policy period**.
SECTION III	
EXCLUSIONS – WHAT IS NOT COVERED	This Policy does not apply to and **we** will not make any payment for any **claim expenses**, **damages**, **funds transfer liability loss**, **loss**, **breach response costs**, **breach response services**, **regulatory penalties**, **PCI fines and assessments**, or any other amounts directly or indirectly arising out of, resulting from, based upon, or attributable to:
A. BODILY INJURY	Any physical injury, sickness, disease, mental anguish, emotional distress, or death of any person, provided, however, that this exclusion will not apply to any **claim** for mental anguish or emotional distress under Sections II.A, NETWORK AND INFORMATION SECURITY LIABILITY and II.F, MULTIMEDIA CONTENT LIABILITY.
B. CONFISCATION	Confiscation, nationalisation, requisition, destruction of, or damage to any property, **computer systems**, software, or electronic data by order of governmental or public authority.
C. CONTRACTUAL LIABILITY	Any contractual liability or obligation or any breach of contract or agreement either oral or written, provided, however, that this exclusion will not apply: 1. with respect to the coverage provided by Section II.A, NETWORK AND INFORMATION SECURITY LIABILITY, and Section II.H, BREACH RESPONSE COSTS, to **your** obligations to maintain the confidentiality or security of **personally identifiable information** or **third party corporate information**; 2. with respect to the coverage provided by Section II.F., TECHNOLOGY ERRORS AND OMISSIONS, to any unintentional breach of a written contract to provide **technology services** or **technology products**; 3. With respect to the coverage provided by Section II.E, MULTIMEDIA CONTENT LIABILITY, to misappropriation of ideas under implied contract; 4. with respect to the coverage provided by Section II.C, PCI FINES AND ASSESSMENTS; or 5. to the extent you would have been liable in the absence of such contract or agreement.
D. DISCRIMINATION	Any discrimination of any kind in breach of any applicable laws.
E. EMPLOYMENT PRACTICES	Any employer-employee relations, policies, practices, acts, or omissions (including wrongful dismissal, discharge or termination, discrimination, harassment, retaliation or other employment-related claim). However, this exclusion will not apply to a **claim** by a current or former **employee** under Section II.A, NETWORK AND INFORMATION SECURITY LIABILITY or: 1. **breach response services** provided under Section II.G, BREACH RESPONSE SERVICES; or 2. **breach response costs** provided under Section II.H, BREACH RESPONSE COSTS; involving a **security failure**, **data breach**, **cyber extortion**, **funds transfer fraud**, or **impersonation fraud**, as applicable to coverage Sections II.G and H, that impacts current or former **employees**.
F. FRAUD BY A SENIOR EXECUTIVE	Any dishonest, fraudulent, criminal, or malicious act or omission of any **senior executive** or carried out with the knowledge of any **senior executive**. However, this exclusion does not apply to **claim expenses** incurred in defending any such **claim** until and unless a final, non-appealable adjudication (for example there are avenues for appeal of the relevant decision) establishes that a **senior executive** committed or had knowledge of such dishonest, fraudulent, criminal,

	or malicious act or omission, at which time the **named insured** will reimburse **us** for all **claim expenses we** have **reasonably** incurred or paid in defending such **claim**. This exclusion will not apply to any natural person **insured** who did not participate in or otherwise be involved in the dishonest, fraudulent, criminal, or malicious act or omission.
G. COURT ORDERS	Any court order or demand: 1. requiring **you** to provide **personally identifiable information** to any domestic or foreign law enforcement, administrative, regulatory, or judicial body or other governmental authority. However, this exclusion will not apply to any **claim expenses**, **damages**, and **regulatory penalties** that **you** become legally obligated to pay resulting from **your** response to a **regulatory proceeding**. 2. requiring the shutdown of systems or services.
H. ILLEGAL REMUNERATION	Any profit, remuneration, or advantage to which **you** are not legally entitled. However, this exclusion does not apply to **claim expenses** incurred in defending any such **claim** until and unless a final, non-appealable adjudication (for example there are avenues for appeal of the relevant decision) establishes the gaining of any profit, remuneration, or advantage to which **you** are not legally entitled, at which time the **named insured** will reimburse **us** for all **claim expenses we** incurred or paid in defending such **claim**.
I. INSURED VERSUS INSURED	Any **claim** made by or on behalf of: 1. an **insured** under this Policy or by a stockholder or member in their capacity as such against an **insured**; however, this exclusion will not apply to an otherwise covered **claim** made by: a. an **employee** arising from a **security failure** or **data breach**; or b. an additional insured; 2. any business enterprise in which **you** have greater than a twenty percent (20%) ownership interest; or 3. any parent company or other entity that owns more than twenty percent (20%) of an **insured**.
J. INTELLECTUAL PROPERTY	Violation or infringement of any intellectual property right or obligation, including: 1. infringement of copyright of software, firmware, or hardware; 2. distribution or sale of, or offer to distribute to sell, any goods, products, or services; 3. other use of any goods, products, or services that infringes or violates any intellectual property law or right relating to the appearance, design, or function of any goods, products, or services; or 4. misappropriation, misuse, infringement, or violation of any patent, patent right, or trade secret; however, this exclusion will not apply to: 1. Section II.E, TECHNOLOGY ERRORS & OMISSIONS for any **claim** alleging that any software code or software products provided as part of **your technology services** or **technology products** violate another party's copyright described in items 1, 2, or 3 above; or 2. Section II.F, MULTIMEDIA CONTENT LIABILITY, for an otherwise covered **claim** for a **multimedia wrongful act**, provided that, this exception to exclusion K. INTELLECTUAL PROPERTY will not apply to any violation or infringement of any intellectual property right or obligation described in items 1 and 4 above.
K. MERCHANT LIABILITY	Any charge back, interchange fee, discount fee, service related fee, rate, or charge; or liability or fee incurred by **you** due to a merchant service provider, payment processor, payment card company, or bank reversing or freezing payment transactions, except that this exclusion will not apply to coverage afforded under Section II.C, PCI FINES AND ASSESSMENTS.

L. NATURAL DISASTER	Any physical event or natural disaster, including but not limited to fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, and landslide.
M. NUCLEAR	Any exposure or threatened exposure to any radioactive matter or any form of radiation or contamination by radioactivity of any kind or from any source, including any nuclear reaction, nuclear radiation, or radioactive contamination from any kind of nuclear fuels, waste or the combustion or ignition of nuclear fuel. This exclusion applies regardless of whether any other causes, events, materials, or products contributed concurrently or in any sequence to the **claim** or **event**, or the liability or legal obligation alleged or existing.
N. POLLUTANTS	Any: 1. discharge, dispersal, seepage, migration, release, or escape of **pollutants**, or any threatened discharge, seepage, migration, release, or escape of **pollutants**; or 2. request, demand, order, or statutory or regulatory requirement that **you** or others detect, report, test for, monitor, clean up, remove, remediate, contain, treat, detoxify, or neutralise, or in any way respond to, or assess the effects of **pollutants**; including any **claim**, suit, notice, or proceeding by or on behalf of any governmental authority or quasi-governmental authority, a potentially responsible party or any other person or entity for any amounts whatsoever because of detecting, reporting, testing for, monitoring, cleaning up, removing, remediating, containing, treating, detoxifying, or neutralising, or in any way responding to, or assessing the effects of **pollutants**. This exclusion applies regardless of whether any other causes, events, materials, or products contributed concurrently or in any sequence to the **claim** or **event**, or the liability or legal obligation alleged or existing.
O. PRIOR KNOWLEDGE	1. any **event**, act, error, or omission that any **senior executive** on or before the **continuity date** knew or could have reasonably foreseen might be the basis of a **claim**, **loss**, **breach response costs**, or **breach response services** under this Policy; or 2. any **claim**, **event**, or circumstance which has been the subject of any notice given to the insurer of any other policy in force prior to the inception date of this **policy period**.
P. RETROACTIVE DATE	Any **event**, act, error, or omission that took place prior to the **retroactive date**, or any related or continuing acts, errors, omissions, or **events** where the first such act, error, omission, or **event** first took place prior to the **retroactive date**.
Q. SECURITIES	The ownership, sale or purchase of, or the offer to sell or purchase stock or other securities (such as bonds or promissory notes).
R. TANGIBLE PROPERTY	Any injury or damage to, destruction, impairment, or loss of use of any **tangible property**, including any computer hardware rendered unusable by a **security failure** or **systems failure**, except this exclusion will not apply to coverage afforded under Section II.N, COMPUTER REPLACEMENT AND BRICKING.
S. TECHNOLOGY ERRORS AND OMISSIONS EXCLUSIONS	With respect to the coverage provided by Section II.E., TECHNOLOGY ERRORS AND OMISSIONS, any: 1. breach of: a. express warranty or representation, except for an agreement to act or perform with a degree of skill and care as is consistent with applicable industry standards; b. other contractual obligation which goes beyond an express or implied duty to exercise a degree of skill and care as is consistent with applicable industry standards; or c. guarantee or any promises of cost savings, profits, or return on investment; 2. delay in delivery or performance, or failure to deliver or perform at or within an agreed upon period of time, however this exclusion will not apply if such delay or failure to deliver or perform is the result of a **technology and professional services wrongful act**, provided

	that **you** have made diligent efforts to deliver the applicable **technology products** or perform the applicable **technology services**; 3. inaccurate, inadequate, or incomplete description of the price of goods, products, or services; 4. cost guarantee, cost representation, or contract price estimate of probable costs or cost estimate actually or allegedly being exceeded; 5. commercial decision by **you** to stop providing any product or services; 6. provision of any sweepstakes, gambling activities, or lotteries, or price discounts, prizes, awards, money, or valuable consideration given in excess of a total contract or expected amount; 7. idea, trade secret, or confidential information that came into possession of any person or entity before such person or entity became an employee, board member, trustee, director, or officer of the **named insured** or any **subsidiary**; 8. unauthorised or surreptitious collection of any information by **you**, or failure to provide adequate notice that such information is being collected, or failure to comply with any legal requirement to provide individuals with the ability to consent or withhold consent for such collection; 9. loss, theft, or transfer of funds, monies, or securities in **your** care, custody, or control, or in the care, custody, or control of any third party for whom **you** are legally liable; 10. unfair competition, false or misleading advertising, or violation of consumer protection laws; or 11. costs or expenses incurred by **you** or others to withdraw, recall, repair, replace, upgrade, supplement, or remove any **technology products** or any products that contain or incorporate **technology products** or **technology services**. 12. Any withdrawal, recall, inspection, adjustment, removal, or disposal of any property, tangible or intangible, including **computer systems** and their component parts, mobile devices, and mechanical equipment.
T. THIRD PARTY MECHANICAL FAILURE	Electrical, mechanical failure, or interruption (including blackouts, brownouts, power surge, or outage) of a third party who owns or controls the supply of services, including telecommunications and other communications, GPS infrastructure, any core element of the internet or internet service, website hosts, server services, satellite, cable, electricity, gas, water, or other utility or power service providers. However, this exclusion will not apply to coverage under Section II.K, DIRECT AND CONTINGENT BUSINESS INTERRUPTION, AND EXTRA EXPENSES FROM SECURITY FAILURE AND SYSTEMS FAILURE, where such loss arises directly from a **service provider** directly experiencing their own **security failure**.
U. UNFAIR TRADE PRACTICE	Any false, unlawful, deceptive, anti-competitive or unfair trade practices; however, this exclusion does not apply to a **claim** under Section II.B, REGULATORY DEFENCE AND PENALTIES arising from a **security failure** or **data breach**.
V. VIOLATION OF ACTS/LAWS	Any violation of: 1. Corporations Act 2001 (Cth); 2. Superannuation Industry (Supervision) Act 1993(Cth); 3. Competition and Consumer Act 2010 (Cth); 4. Spam Act 2003 (Cth); 5. Criminal Code Act 1995 (Cth); 6. the Employee Retirement Income Security Act of 1974 (ERISA); 7. the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Act of 1940, or any other federal, provincial, territorial, or state securities laws; 8. the Organised Crime Control Act of 1970 (RICO); 9. the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM); 10. Telephone Consumer Protection Act (TCPA); 11. the Sherman Anti-Trust Act, the Clayton Act, or any price fixing,

	restraint of trade, or monopolisation statutes; 12. any similar local, state, federal, common, or foreign laws or legislation to the laws described in 6. through 11. however, this exclusion will not apply to a **claim** against **you**: 1. for any violation of the Corporations Act 2001 (Cth), Superannuation Industry (Supervision) Act 1993 (Cth), or Competition and Consumer Act 2010 (Cth), arising out of an alleged **security failure**, **data breach**, or **privacy liability**; 2. alleging a **data breach** or **privacy liability** in violation of U.S Securities and Exchange Commission (SEC) regulation S-P (17 C.F.R. § 248); or 3. for any violation of Australian federal, state or territory legislation regulating privacy or the disclosure of personal information including but not limited to the Privacy Act 1988 (Cth).
W. WAR	1. **war** 2. A **cyber operation** that is carried out as a part of a **war**; or 3. A **cyber operation** that causes a sovereign state to become an **impacted state**. Provided, however, item three (3) above shall not apply to the direct or indirect effect of a **cyber operation** on a **computer system** used by the **insured** or its third party service providers that is not physically located in an **impacted state** but is affected by a **cyber operation**. For the purpose of exclusion W. War, **computer system** means any computers and related peripheral components (including Internet of Things (IoT) devices), systems and applications software, terminal devices, related communications networks, mobile devices (handheld and other wireless computing devices), and storage and back-up devices.
X. WRONGFUL COLLECTION	1. Any actual or alleged violation of the Illinois Biometric Information Privacy Act or any similar federal, state, common, or foreign law; or 2. Any actual or alleged: (a) wiretapping or eavesdropping; (b) use of web beacons, tracking pixels or other software tools by **you** or on **your** behalf that wrongfully acquires, collects, tracks or shares an individual's activity, information or data; or (c) wrongful collection or use of **personally identifiable information** by **you** or on **your** behalf, except this subpart (2)(c) shall not apply to Section II.A NETWORK AND INFORMATION SECURITY for an otherwise covered **claim** under item 2 in the definition of **privacy liability**
SECTION IV	
YOUR OBLIGATIONS AS AN INSURED	
WHEN THERE IS A **CLAIM** OR **EVENT**	It is a condition of this Policy that **you** must provide **us** written notice of: 1. any **claim**; or 2. any **incident** that may result in a **loss** under Section II FIRST PARTY COVERAGES through the persons named in Item 9. of the Declarations as soon as reasonably practicable once such **claim** or **incident** is known to a **senior executive**. In no event will such notice to **us** be later than (i) the end of the **policy period**; or (ii) 90 days after the end of the **policy period** for **claims** made against **you** or **incidents** first discovered by **you**, in the last 60 days of the **policy period**. In the event of an **adverse publication**, such notice will include complete details of the **adverse publication** and date **you** first became aware of such **adverse publication**.
DUTY TO COOPERATE	When **we** assess **your** claim, **we** may undertake an investigation that **we** deem to be reasonably necessary, and **you** will cooperate with **us** in all reasonable investigations, respond to reasonable requests for information, and execute all papers and render assistance as reasonably requested by **us**. **You** will not knowingly or recklessly do anything that increases **our** exposure under this Policy. **You** will also cooperate with **us** and counsel in the defence of all **claims** and response to all **events**, and provide all information reasonably required for

	appropriate and effective representation. With respect to Section II.J, RANSOMWARE AND CYBER EXTORTION, **you** must make every reasonable effort not to divulge the existence of this coverage, without first seeking our prior consent (which **we** will not unreasonably withhold) except to the extent **you** are required by law to disclose the existence of this coverage in which case **you** will notify us of such disclosure as soon as reasonably practicable.
OBLIGATION TO NOT INCUR ANY EXPENSE OR ADMIT LIABILITY	**You** will not, except at **your** own cost, admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgement or award, or dispose of any **claim** without **our** prior written consent, such consent not to be unreasonably withheld, delayed or conditioned except as specifically provided in Section V, CLAIMS PROCESS. Compliance with a **breach notice law** will not be considered as an admission of liability for purposes of this paragraph. Expenses incurred by **you** in assisting and cooperating with **us** do not constitute **claim expenses**, **loss**, **breach response costs**, or **breach response services** under this Policy.
CONFIDENTIALITY	**You** will not publish or disclose the existence of this Policy or any Limits of Liability or Retentions, to any third party, including disclosure on **your** website or in **your** annual report, unless: 1. **we** provide **our** consent in writing, such consent not to be unreasonably withheld, delayed or conditioned; 2. **you** are reasonably required to provide a certificate of insurance; or 3. **you** are required to by court order
OBLIGATION TO PRESERVE OUR RIGHT OF SUBROGATION	In the event of any payment by **us** under this Policy, to the extent permitted by law **we** will be subrogated to all of **your** rights of recovery. **You** will provide us with reasonable assistance and cooperation to secure and preserve such subrogation rights, including the execution of any documents necessary to enable us to bring suit in **your** name. **You** will not knowingly or recklessly do anything after an **event** or other circumstance giving rise to a **claim**, **loss**, **breach response costs**, **breach response services**, **regulatory penalties**, or **PCI fines and assessments** to prejudice such subrogation rights without first obtaining **our** consent, such consent not to be unreasonably withheld, delayed or conditioned. This obligation does not apply to the extent that the right to subrogate is waived by **you** under a written contract with that person or organisation, prior to the **event** or other circumstance giving rise to the **claim** or **loss.**
AUTHORISATION OF **NAMED INSURED** TO ACT ON BEHALF OF ALL **INSUREDS**	It is agreed that the **named insured** will act on behalf of all **insureds** with respect to the giving of notice of a **claim**, giving and receiving of notice of cancellation and non-renewal, payment of premiums and receipt of any return premiums that may become due under this Policy, receipt and acceptance of any endorsements issued to form a part of this Policy, exercising or declining of the right to tender the defence of a **claim** to **us**, and exercising or declining to exercise of any right to an Optional Extended Reporting Period. Where there is more than one **named insured** listed in Item 1 of the Policy Declarations or by endorsement to this Policy, then for the purpose of this clause only, the **named insured** is deemed to be the first entity listed under Item 1 of the Policy Declarations.
SECTION V	
CLAIMS PROCESS	
DEFENCE	**We** will have the right and duty to defend, subject to the Limits of Liability and applicable Retention(s), exclusions, conditions, and other terms of this Policy: 1. any **claim** against **you** seeking **damages** that are payable under the terms of this Policy; or 2. under Section II.B, REGULATORY DEFENCE AND PENALTIES, any **claim** in the form of a **regulatory proceeding**.

	You have the right to select defence counsel from **our panel providers**. If **you** would like to retain defence counsel not on **our** list of **panel providers**, such counsel must be mutually agreed upon between **you** and **us**, which agreement will not be unreasonably withheld or conditioned, and subject to **you** ensuring that the provider fee rate structure **you've** received is reasonable or not substantially different to **our panel providers**. **We** will pay **claim expenses** incurred with **our** prior written consent with respect to any **claim** seeking **damages**, **funds transfer liability loss**, or **regulatory penalties** payable under this Policy. **We** will have no obligation to pay **claim expenses** until **you** have satisfied the applicable Retention. The Limits of Liability of this Policy will be reduced and may be completely exhausted by payment of **claim expenses**. **Our** duty to defend ends once the applicable Limit of Liability is exhausted, or after deposit of the amount remaining on the applicable Limit of Liability in a court of competent jurisdiction. Upon such payment, **we** will have the right to withdraw from the defence of the **claim**.
RIGHT TO ASSOCIATE	**We** have the right, but not the duty, to request that **we** are involved in the investigation and response to any **event** or **claim**, including participation in the formation of strategy and review of forensic investigations and reports.
PRE-CLAIM ASSISTANCE	If in accordance with the Insurance Contracts Act 1984 (Cth) **we** are provided with notice of an act or other circumstance that is not yet a **claim** under Section IV, YOUR OBLIGATIONS AS AN INSURED, and **you** request assistance to mitigate against any potential future **claim** or **incident** covered under Section II WHAT WE WILL COVER - OUR INSURING AGREEMENTS, **we** may, in **our** discretion, agree to pay for up to the amount shown in Item 6. of the Declarations for legal, forensic, and IT services provided by a third party. Any such fees must be incurred with **our** prior consent by legal counsel or a consultant **we** have mutually agreed upon, **our** agreement will not be unreasonably withheld. If there is a subsequent covered **claim** made, or covered **incident**, then such legal counsel's and consultant's fees will be considered **claim expenses**, **loss**, **breach response costs**, or **breach response services** and will be subject to the applicable Limits of Liability and the Aggregate Policy Limit of Liability.
SETTLEMENT	If **you** refuse to consent to any settlement or compromise of a **claim** recommended by **us** and acceptable to the claimant and that does not unreasonably impose a burden on **you**, **our** liability for such **claim** will not exceed: 1. the amount for which such **claim** could have been settled, less the retention, plus **claim expenses** incurred up to the time of such refusal; and 2. seventy percent (70%) of **claim expenses** incurred after such settlement was refused by **you**, plus seventy percent (70%) of **damages** and **regulatory penalties** in excess of the amount such **claim** could have been settled under such settlement. In this event, **we** will have the right to withdraw from the further defence of such **claim** by tendering control of the defence thereof to **you**. The operation of this paragraph will be subject to the Limits of Liability and Retention provisions of this Policy.
SETTLEMENT WITHIN RETENTION	**We** agree that **you** may settle any **claim** where the total **claim expenses**, **loss**, **damages**, **breach response costs**, **breach response services**, **regulatory penalties**, and **PCI fines and assessments** do not exceed the applicable Retention, provided the entire **claim** is resolved and **you** obtain a full release from all claimants for any future liability arising out of, or in connection with, the same circumstances as that **claim**.
PROOF OF LOSS	With respect to **business interruption loss**, **contingent business interruption loss**, **extra expenses**, and **reputational harm loss**, **you** must complete and sign a written, detailed, and affirmed proof of loss within 90 days after **your** discovery of the **security failure**, **systems failure**, or **adverse publication** (unless such period has been extended by the underwriters in writing) which will include, at a minimum, the following information to the extent known or

	reasonably ascertainable by **you**: 1. full description of the circumstances, including the time, place, and cause of the **loss**; and 2. a detailed calculation of any **business interruption loss**, **contingent business interruption loss**, **extra expenses**, and **reputational harm loss**; and all underlying documents and materials that reasonably relate to or form part of the basis of the proof of such **business interruption loss**, **contingent business interruption loss**, **extra expenses**, and **reputational harm loss**. Any costs **you** incur in connection with establishing or proving **business interruption loss**, **contingent business interruption loss**, **extra expenses**, or **reputational harm loss**, including preparing a proof of loss, in excess of the Limits of Liability under Section II.L, PROOF OF LOSS PREPARATION EXPENSES, if purchased, will be **your** obligation and are not covered under this Policy. Solely with respect to verification of **business interruption loss**, **contingent business interruption loss**, and **reputational harm loss**, **you** agree to allow **us** to examine and audit **your** books and records that relate to this Policy during business hours at any time during the **policy period** and up to 12 months following **our** receipt of any proof of loss in accordance with this section.
SECTION VI	
LIMITS OF LIABILITY AND RETENTION	
LIMITS OF LIABILITY	Aggregate Policy Limit of Liability and Limits of Liability for All Insuring Agreements Other Than **Breach Response Services** The Aggregate Policy Limit of Liability set forth in Item 4. of the Declarations is the maximum amount **we** will be liable to pay for all **claim expenses**, **damages**, **funds transfer liability loss**, **loss**, **breach response costs**, **PCI fines and assessments**, **regulatory penalties**, and other amounts under this Policy, regardless of the number of **claims**, **events**, or **insureds**. The reference to Aggregate Policy Limit of Liability herein also refers to each participating Insurer's individual Quota Share Limit of Liability as stated in Item 8. of the Declarations. The Per Event Limit of Liability set forth in Item 4. of the Declarations is the maximum amount **we** will be liable to pay for all **claim expenses**, **damages**, **funds transfer liability loss**, **loss**, **breach response costs**, **PCI fines and assessments**, **regulatory penalties**, and other amounts arising from a single **event** under all Insuring Agreements, regardless of the number of Insuring Agreements triggered, **claims**, or **insureds**. Such Limits of Liability are part of, and not in addition to, the Aggregate Policy Limit of Liability. The Limit stated in Item 5. of the Declarations with respect to an Insuring Agreement is the maximum amount **we** will be liable to pay for all **claim expenses**, **damages**, **funds transfer liability loss**, **loss**, **breach response costs**, **PCI fines and assessments**, **regulatory penalties**, and other amounts arising from a single **event** and in aggregate for all **events** under that Insuring Agreement. Such Limits of Liability are part of, and not in addition to, the Aggregate Policy Limit of Liability. **Our** Limits of Liability for an Optional Extended Reporting Period, if applicable, will be part of, and not in addition to the Aggregate Policy Limit of Liability set forth in Item 4. of the Declarations. Limit of Liability for **Breach Response Services** **Breach response services** will be provided for a maximum of 72 hours following **your** notification to the **breach response services advisor**. **Breach response services** will be provided in addition to and will not erode the Aggregate Policy Limit of Liability.
RETENTION	**We** will only be liable for those amounts payable under this Policy which are in

	excess of the applicable Retention(s). Such Retention(s) cannot be insured. In the event that **damages**, **funds transfer liability loss**, **PCI fines and assessments**, **regulatory penalties**, **claim expenses**, **breach response costs**, **breach response services**, **loss**, or other amounts arising out of a **claim** or **event** are subject to more than one Retention, the Retention for each applicable insuring agreement will apply separately, provided that the sum of such Retention amounts will not exceed the largest applicable Retention amount. In the event that **you** elect to use Coalition Incident Response to provide computer forensic professional services, and Coalition Incident Response is available to provide such services, then any fees, costs and expenses of Coalition Incident Response for computer forensic professional services that result in covered **breach response costs**, **claim expenses**, **cyber extortion expenses**, or **restoration costs**, under the terms and conditions of this Policy will not be subject to any Retention. The Aggregate Retention set forth in Item 4. of the Declarations is the maximum amount **you** will be liable to pay towards satisfying Retentions for covered **claims** or **events**. Once the Aggregate Retention is paid, **we** will be liable for amounts payable under this Policy. Such amounts are part of and not in addition to the Limits of Liability of this Policy.
SECTION VII	
CANCELLATION AND OPTIONAL EXTENDED REPORTING PERIOD	
CANCELLATION	**We** may cancel this Policy at any time for non-payment of premium, or if **you** have made a fraudulent claim, by giving written notice to the **named insured** or **your** insurance broker at the address shown in Item 1. of the Declarations or by emailing written notice to an email address provided by **you**. The written notice shall state when the cancellation will be effective. Such cancellation will not be effective less than ten (10) days after such notice is mailed and will be made in accordance with the Insurance Contracts Act 1984 (Cth). Right to refund of premium: 1. For non-payment of premium the earned premium will be computed pro rata but the premium will be deemed fully earned if any **claim**, **event**, or any circumstance that could reasonably be expected to give rise to a **claim** or **event**, is reported to **us** on or before the date of cancellation. 2. For fraudulent claims, **we** need not return any of the premiums paid under this Policy and the further consequences set out in Section VII FRAUDULENT CLAIMS shall apply. Cancellation by the **named insured**: The **named insured** may cancel this Policy by surrender of this Policy to **us** or written notice to **us** stating when thereafter such cancellation will be effective. Furthermore: 1. Where permitted by applicable law, the **named insured** may provide such written notice of cancellation by electronic transmission. 2. The earned premium will be computed pro rata but the premium will be deemed fully earned if any **claim**, **event**, or any circumstance that could reasonably be expected to give rise to a **claim** or **event**, is reported to **us** on or before the date of cancellation. 3. Unless cancelled during the cooling off period, the policy fee shall be deemed to be fully earned and no refund will be provided.
FRAUDULENT CLAIMS	If **you** make a fraudulent claim under this Policy then we may be entitled to: 1. refuse the claim in whole or in part; 2. recover from **you** any sums paid to **you** in respect of the claim; and

	3. cancel this Policy in accordance with Section VII CANCELLATION AND NON-RENEWAL.
OPTIONAL EXTENDED REPORTING PERIOD	In the event of cancellation or non-renewal of this Policy, by either the **named insured** or **us**, for reasons other than fraud or breach of the duty of disclosure or non-payment of premium or amounts within the applicable Retention, the **named insured** will have the right, upon payment in full of additional premium, to purchase an Optional Extended Reporting Period under this Policy, subject to all terms, conditions, limitations of, and any endorsements to this Policy, for a period of either: a. one year for an additional premium of 100% of the total annual premium; b. two years for an additional premium of 150% of the total annual premium; c. three years for an additional premium of 200% of the total annual premium; d. four years for an additional premium of 225% of the total annual premium; or e. five years for an additional premium of 250% of the total annual premium following the effective date of such cancellation or non-renewal. Such Optional Extended Reporting Period applies only to a **claim** first made against **you** during the Optional Extended Reporting Period and reported to **us** during the Optional Extended Reporting Period, and arising out of any actual or alleged act, error, or omission committed on or after the **retroactive date** and before the end of the **policy period (or, if applicable, before the effective date of the Change in Control in Section VIII)**, subject to the Retention, Limits of Liability, exclusions, conditions, and other terms of this Policy. The Optional Extended Reporting Period will terminate on the effective date and hour of any other insurance issued to the **named insured** or the **named insured's** successor that replaces in whole or in part the coverage afforded by the Optional Extended Reporting Period. The **named insured's** right to purchase the Optional Extended Reporting Period must be exercised in writing no later than ninety (90) days following the cancellation or non-renewal date of this Policy, and must include payment of premium for the applicable Optional Extended Reporting Period as well as payment of all premiums due to **us**. If such written notice is not given to **us**, the **named insured** will not, at a later date, be able to exercise such right. At the commencement of any Optional Extended Reporting Period, the entire premium thereafter will be deemed earned and in the event the **named insured** terminates the Optional Extended Reporting Period before its expiring date, **we** will not be liable to return any portion of the premium for the Optional Extended Reporting Period. The fact that the time to report **claims** under this Policy may be extended by virtue of an Optional Extended Reporting Period will not in any way increase the Limits of Liability, and any amounts incurred during the Optional Extended Reporting Period will be part of, and not in addition to the Limits of Liability as stated in the Declarations. The Optional Extended Reporting Period will be renewable at **our** sole option.
SECTION VIII	
OTHER PROVISIONS	
CHANGE IN CONTROL	If during the **policy period**: 1. the named insured: (i) merges or consolidates with or into another entity, such that the named insured is not the surviving entity; or (ii) is acquired by another entity; or (iii) sells more than 50% of its assets to another entity, such that named insured is not the surviving entity; or 2. another entity or person, or group of affiliated entities or persons

	acting in concert, acquires securities or voting rights which result in ownership or voting control by the other organisation(s) or person(s) of more than 50% of the outstanding voting stock or voting rights representing the present right to vote for the election of directors, trustees, managers (if a limited liability company), or the equivalent executive management functions of the named insured; (items 1 and 2 above both referred to as a "Change in Control"), then this Policy will continue to remain in effect until the end of the **policy period**, but only with respect to any event, act, error, or omission that first occurred prior to the Change in Control. There will be no coverage provided by this Policy for any event, act, error, or omission occurring after the Change in Control. The named insured must give written notice of a Change in Control to us as soon as practicable, but no later than thirty (30) days after the Change in Control. The full premium for this Policy will be deemed to be fully earned immediately upon the date of the Change in Control. The above provision may be waived in writing by us.
CHOICE OF LAW AND JURISDICTION	This Policy shall be governed by and construed in accordance with the laws of New South Wales, Australia. Each party irrevocably agrees that the courts of New South Wales, Australia shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.
NO ASSIGNMENT	No change in, modification of, or assignment of interest under this Policy will be effective except when made by written endorsement signed by **us**.
NON-PERMISSIBLE INSURANCE	Where **we** may not permissibly insure, either on an admitted or non-admitted basis, any entity that falls within the definition of an **insured** under this Policy, by virtue of the entity's domicile (or deemed location of risk for regulatory purposes), **we** will indemnify the **named insured** in respect of any loss to its insurable financial interest in such uninsured entity by way of agreed valuation calculated as the amount that **we** would have been liable to pay such uninsured entity for the applicable loss under the terms and conditions of this Policy had it been permissible to insure such uninsured entity.
OTHER INSURANCE	Subject to the Insurance Contracts Act 1984 (Cth), this Policy will apply excess of any other valid and collectible insurance available to **you**, (including the self-insured retention or deductible portion of that insurance), including an insurance specified as an underlying policy in any endorsement attached to this policy. This clause does not apply to Section II, G. BREACH RESPONSE SERVICES and H. BREACH RESPONSE COSTS.
REFERENCES TO LEGISLATION	Legislation referenced in this Policy includes **subsequent Legislation**. Any term used in this Policy and defined by reference to legislation will have the meaning given in any replacement definition or definition with materially the same object or purpose in **subsequent Legislation**.
SANCTIONS	Irrespective of any other provision of the Policy, **we** shall not be deemed to provide cover and we shall not be liable to pay any **claim**, **claim expenses**, **damages**, **funds transfer liability loss**, **loss**, **breach response costs**, **breach response services**, **regulatory penalties**, **PCI fines and assessments** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **claim**, **claim expenses**, **damages**, **funds transfer liability loss**, **loss**, **breach response costs**, **breach response services**, **regulatory penalties**, **PCI fines and assessments** or provision of such benefit would contravene or otherwise expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom, Japan or United States of America.
TERRITORY – THE UNIVERSE	This Policy will apply to **events** occurring, **claims** made, and **damages**, **losses**, **breach response costs**, **breach response services**, **regulatory penalties**, and **PCI fines and assessments** incurred, anywhere in the universe.
TITLES	The titles and headings to the various sections, subsections, and endorsements

	of this Policy are included solely for ease of reference and do not limit coverage, expand coverage, or otherwise affect the provisions of such sections, subsections or endorsements.
SECTION IX	
DEFINITIONS	Words and phrases that appear in lowercase bold in this Policy have the meanings set forth below:
Adverse publication	means any report or communication to the public through any media channel including television, print media, radio, the internet, or electronic mail, of information that was previously unavailable to the public, specifically concerning a **security failure**, **data breach**, **cyber extortion**, or **privacy liability** that affects **your** customers or clients. All **adverse publications** relating to the same **security failure**, **data breach**, **cyber extortion**, or **privacy liability** will be deemed to have occurred on the date of the first **adverse publication** for the purposes of determining the applicable **reputation waiting period** and **reputation indemnity period**, and will be deemed to constitute a single **reputational harm loss**.
Breach notice law	means any statute or regulation, including from Australia, the UK, Canada, the United States, the European Union, or other country that requires: (i) notice to persons whose **personally identifiable information** was, or reasonably considered likely to have been accessed or acquired by an unauthorised person; or (ii) notice to regulatory agencies of such incident.
Breach response costs	means the following reasonable costs **you** incur with **our** prior written consent (which we will not unreasonably withhold) in response to an actual or suspected **security failure** or **data breach**: 1. computer forensic professional fees and expenses to determine the cause and extent of a **security failure** or **data breach**; 2. computer forensic professional fees for reasonable efforts to close off the point(s) of unauthorised entry and to terminate a **security failure** event. 3. costs to notify individuals affected or reasonably believed to be affected by such **data breach**, including printing costs, publishing costs, postage expenses, call centre costs, and costs of notification via phone or e-mail; 4. costs to provide government mandated public notices related to such **security failure** or **data breach**; 5. legal fees and expenses to advise **you** in connection with **your** investigation of a **security failure** or **data breach** and to determine whether **you** are legally obligated under a **breach notice law** to notify applicable regulatory agencies or individuals affected or reasonably believed to be affected by such **security failure** or **data breach**; 6. legal fees and expenses to advise **you** in complying with Payment Card Industry ("PCI") operating regulation requirements for responding to a **data breach** compromising payment card data, and the related requirements under a **merchant service agreement**, including a PCI forensic investigator when required under such merchant service agreement (this clause does not include any fees or expenses incurred in any legal proceeding, arbitration, or mediation, for any advice in complying with any PCI rules or regulations other than for assessment of **PCI fines and assessments** for a covered **data breach**, or to remediate the breached **computer systems**); 7. costs to provide up to two years (or longer if required by law) of a credit or identity monitoring program, including credit freezing and thawing, to individuals affected by such **data breach**; and 8. identity theft restoration services to those natural persons identified by a licensed identity theft investigator as victims of identity theft affected by such **data breach**. **Breach response costs** must be incurred within one year of **your** discovery of an actual or suspected **security failure** or **data breach**. **You** have **our** prior consent to incur **breach response costs** in the form of computer forensic fees under paragraph 1. and legal fees under paragraphs 5. and 6. with any vendor on **our** list of **panel providers**.

Breach response services	means the following services to assist with **your** initial response to an actual or suspected **security failure**, **data breach**, **cyber extortion**, **funds transfer fraud**, or **impersonation fraud**: 1. access to the 24/7 breach response hotline detailed in Item 9. of the Declarations; 2. two hour consultation and advice by legal counsel from **our panel providers**; 3. consultation and advice by the **breach response services advisor**; 4. preliminary forensics and threat intelligence gathered by and known to the **breach response services advisor**; and 5. Initial remote support and assistance provided by the **breach response services advisor**. **Breach response services** apply only to the initial assistance provided by the **breach response services advisor** and the two-hour consultation with legal counsel from our panel providers, and solely with respect to **your** initial response to an actual or suspected **security failure**, **data breach**, **cyber extortion**, **funds transfer fraud**, or **impersonation fraud** based upon the information provided by **you** to **us** and/or the **breach response services advisor** at the time you first notify **us** of the applicable **security failure**, **data breach**, **cyber extortion**, **funds transfer fraud**, or **impersonation fraud**. **Breach response services** are available only during the 72 hour time period following notification of the actual or suspected **security failure**, **data breach**, **cyber extortion**, **funds transfer fraud**, or **impersonation fraud** to the **breach services advisor**, and do not include the costs and expenses of any services which are covered under any other First Party Coverage of this Policy.
Breach response services advisor	means the entity(ies) or person(s) named in Item 14. of the Declarations.
Business interruption loss	means: 1. the net profit that would have been earned before taxes on income, or net loss that would not have been incurred, directly due to the partial or complete interruption of **computer systems**; and 2. continuing normal operating expenses (including payroll), but only to the extent that such operating expenses must necessarily continue during the **indemnity period**. Provided, however, that **business interruption loss** will not include net profit that would likely have been earned as a result of an increase in volume due to favourable business conditions caused by the impact of network security failures impacting other businesses, loss of market, or any other consequential loss.
Business services	means software as a service (SaaS), platform as a service (PaaS), infrastructure as a service (IaaS), network as a service (NaaS), voice over internet protocol, and telephony services that: 1. **you** use regularly in the normal course of **your** business; 2. **you** are charged a fee for on a regular periodic basis, no less frequently than on a semi-annual basis; and 3. are provided to **you** pursuant to a written contract.
Claim	means: 1. a written demand for money or services including the service of a suit or institution of arbitration proceedings; 2. with respect to coverage provided under Section II.B, REGULATORY DEFENCE AND PENALTIES, a **regulatory proceeding**; 3. with respect to coverage under Section II.C, PCI FINES AND ASSESSMENTS, a written demand for PCI fines and assessments; and 4. a written request to toll or waive a statute of limitations applicable to a potential claim described in paragraph 1. above. All **claims** that have a common nexus of fact, circumstance, situation, event, transaction, or cause, or a series of related facts, circumstances, situations, events, transactions, or causes will be considered a single **claim** made against

	you on the date the first such **claim** was made.
Claim expenses	means: 1. reasonable fees charged by legal counsel to which **we** have agreed to defend a **claim**; and 2. all other fees, costs, and charges for the investigation, defence, and appeal of a **claim**, if incurred by **us** or by **you** with **our** prior written consent (which **we** will not unreasonably withhold); and 3. premiums on appeal bonds, provided that **we** will not be obligated to apply for or furnish such appeal bonds. **Claim expenses** do not include salary, charges, wages, or expenses of any **senior executive** or **employee**, or costs to comply with any court or regulatory orders, settlements, or judgments.
Computer replacement costs	means the reasonable costs **you** incur, with **our** prior written consent (which **we** will not unreasonably withhold), to restore or replace computer hardware or tangible equipment owned or leased by **you** impacted by a loss of firmware integrity resulting from a **security failure**.
Computer systems	means: 1. computers and related peripheral components, including Internet of Things (IoT) devices; 2. systems and applications software; 3. terminal devices; 4. related communications networks; 5. mobile devices (handheld and other wireless computing devices); and 6. storage and back-up devices by which electronic data is collected, transmitted, processed, stored, backed up, retrieved, and operated by **you** on **your** own behalf. **Computer systems include hosted computer systems**.
Consumer redress awards	means any monetary amounts **you** are legally obligated or have agreed to deposit into a consumer redress fund as equitable relief for the payment of consumer claims due to an adverse judgement determination or settlement of a **regulatory proceeding**. **Consumer redress awards** do not include any sums paid which constitute taxes, fines, penalties, injunctions, or sanctions.
Contingent business interruption loss	means: 1. the net profit that would have been earned before taxes on income, or net loss that would not have been incurred, directly due to the partial or complete interruption of **hosted computer systems**; and 2. continuing normal operating expenses (including payroll), but only to the extent that such operating expenses must reasonably continue during the indemnity period. Provided, however, that **contingent business interruption loss** will not include net profit that would likely have been earned as a result of an increase in volume due to favourable business conditions caused by the impact of network security failures impacting other businesses, loss of market, or any other consequential loss.
Continuity date	means the date specified in Item 11. of the Declarations. Provided, if a **subsidiary** is acquired during the **policy period**, the **continuity date** for such **subsidiary** will be the date the **named insured** acquired such **subsidiary**.
Court attendance costs	means the reasonable costs (including the salaries of employees) and expenses of attending at **our** request a trial, hearing, deposition, mediation, arbitration, or other proceeding relating to the defence of any **claim**.
Criminal reward costs	means any amount offered and paid by **us**, acting reasonably, for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this Policy. This Policy will not cover amounts offered and paid-for-information provided by **you**, **your** legal counsel and/or auditors, whether internal or external, individuals hired or

	retained in response to the aforementioned illegal acts, or other individuals with responsibilities for supervision or management of the aforementioned individuals and entities.
Crisis management costs	means the following reasonable fees or expenses agreed to in advance by **us**, acting reasonably, to mitigate covered **damages**, **loss**, **claim expenses**, **breach response costs**, or **breach response services** due to a **public relations event**: 1. a public relations or crisis management consultant; 2. media purchasing, or for printing or mailing materials intended to inform the general public about the **public relations event**; 3. providing notifications to individuals where such notifications are not required by **breach notice law**, including notices to **your** non-affected customers, employees, or clients; and 4. other costs approved in advance by **us**. If you do not obtain our agreement to incur the reasonable fees or expenses, we will pay for fees and expenses incurred up to the amount we would have authorised had you asked us first.
Cyber extortion	means any: 1. threat made by an individual or organisation against **you** expressing the intent to: a. transfer, pay, or deliver any funds or property belonging to **you**, or held by **you** on behalf of others, using **computer systems** without **your** permission, authorisation, or consent; b. access, acquire, sell, or disclose non-public information in **your** care, custody, or control, provided such information is stored in an electronic medium in **computer systems** and is retrievable in a perceivable form; c. alter, damage, or destroy any computer program, software, or other electronic data that is stored within **computer systems**; d. maliciously or fraudulently introduce **malicious code** or **ransomware** into **computer systems**; or e. initiate a **denial of service attack** on **computer systems**; or 2. introduction of **malicious code** or **ransomware** into **computer systems** by an individual or organisation; or, 3. **denial of service attack** on **computer systems**; where such threat is made or act is committed for the purpose of demanding payment of money, securities, Bitcoin or other virtual currencies, property, or goods from **you**.
Cyber extortion expenses	means the following reasonable and necessary costs incurred with **our** prior written consent(which **we** will not unreasonably withhold): 1. money, securities, Bitcoin, or other virtual currencies paid at the direction and demand of any individual or organisation committing **cyber extortion** and costs incurred solely in, and directly from, the process of making or attempting to make such a payment; 2. value of property or goods demanded by any individual or organisation committing **cyber extortion** and costs incurred solely in, and directly from, the process of delivering or attempting to deliver to such property or goods; and 3. reasonable and necessary costs, fees, and expenses to respond to a **cyber extortion**. The value of **cyber extortion expenses** will be determined as of the date such **cyber extortion expenses** are paid.
Cyber operation	means the use of a **computer system** by, on behalf of, at the direction, or under the control of a sovereign state to disrupt, deny, degrade, manipulate or destroy information in a **computer system** of or in another sovereign state. For the purpose of the definition of **cyber operation** only, **computer system** means any computers and related peripheral components (including Internet of Things (IoT) devices), systems and applications software, terminal devices, related communications networks, mobile devices (handheld and other

	wireless computing devices), and storage and back-up devices.
Damages	means a monetary judgement or award that **you** are legally obligated to pay, including pre-judgment and post-judgment interest, or settlement agreed to by **you** and **us**. **Damages** does not mean the following: 1. future profits, restitution, disgorgement of profits, or unjust enrichment, or the costs of complying with orders granting injunctive or equitable relief; 2. return or offset of fees, charges, or commissions charged by or owed to **you** for goods or services already provided or contracted to be provided; 3. **funds transfer liability loss**; 4. costs incurred by **you** to correct, re-perform, or complete any service, including any **technology services** or **professional services**; 5. liquidated damages, contractual service credits or penalties, but only to the extent such liquidated damages, contractual service credits or penalties exceed the amount for which the **insured** would have been liable in the absence of any agreement to pay such liquidated damages, contractual service credits or penalties; 6. civil or criminal fines or penalties, civil or criminal sanctions, payroll or other taxes, or loss of tax benefits, or amounts or relief uninsurable under applicable law; 7. any damages which are a multiple of compensatory damages, or punitive or exemplary damages, unless insurable by law in any applicable jurisdiction that most favours coverage for such punitive or exemplary damages; 8. discounts, coupons, prizes, awards, or other incentives offered by **you**; 9. fines, costs, assessments, or other amounts **you** are responsible to pay under a **merchant service agreement**; 10. any amounts for which **you** are not liable, or for which there is no legal recourse against **you**; or 11. royalty or licensing fees.
Data breach	means the unauthorised access to, unauthorised disclosure of or loss of **personally identifiable information** or **third party corporate information** including resulting from a **security failure**.
Denial of service attack	means a deliberate or malicious attack that makes **computer systems** unavailable to its intended users, temporarily or indefinitely disrupting the services of a host that **you** use by directing an excessive volume of electronic data to that host.
Digital asset	means any of **your** electronic data or computer software. **Digital assets** do not include computer hardware of any kind.
Employee	means any past, present, or future: 1. person employed by the **named insured** or **subsidiary** as a permanent, part-time, seasonal, leased, or temporary employee, intern, or any volunteer; and 2. **senior executive**; but only while acting on behalf of the **named insured** or **subsidiary** and in the scope of the duties of their role and business operations of the **named insured** or **subsidiary**.
Essential Service	Means a service that is essential for the maintenance of vital functions of a sovereign state including but not limited to financial institutions and associated financial market infrastructure, health services or utility services.
Event	means a **funds transfer liability**, **incident**, **privacy liability**, **technology and professional services wrongful act**, or **multimedia wrongful act**. All **events** that have a common nexus of fact, circumstance, situation, transaction, or cause, or a series of related facts, circumstances, situations, transactions, or causes will be considered a single **event** occurring on the date the first such **event** occurred.
Extra expenses	means **your** reasonable and necessary additional costs incurred to avoid or

	minimise a **business interruption loss**, including: 1. the reasonable and necessary additional costs of sourcing **your** products or services from alternative sources in order to meet contractual obligations to supply **your** customers and clients; 2. the reasonable and necessary additional costs of employing contract staff or overtime costs for **employees**, including **your** internal IT department, in order to continue your business operations which would otherwise have been handled in whole or in part by **computer systems** or **service provider**; and 3. the reasonable and necessary additional costs of employing specialist consultants, including IT forensic consultants, in order to diagnose and fix a **security failure** or **systems failure**. Provided, however, that such additional costs do not exceed the amount of loss that otherwise would have been payable as **business interruption loss**. **Extra expenses** does not mean and will not include: 1. costs incurred to update, restore, replace, upgrade, maintain, or improve **computer systems**: a. to a level greater than existed before a **security failure**, unless the costs to upgrade to a more current or secure version of functionally equivalent components of **computer systems** is no more than 25% greater than the costs that would have been incurred to repair or replace **computer systems** that existed before a **security failure**; or b. to a level greater than existed before a **system failure**; or 2. costs incurred to acquire or install **computer systems** which did not form a part of **computer systems** immediately prior to the **security failure** or **system failure**.
Funds transfer fraud	means a fraudulent instruction transmitted by electronic means, including through social engineering, to **you** or **your** financial institution including a trust account provider directing **you**, or the financial institution including a trust account provider: 1. to debit, or instruct to authorise to debit, an account for which the **named insured** or **subsidiary** is an authorised custodian, and to transfer, pay, or deliver money or securities from such account; or 2. to debit, or instruct to authorise to debit, an account held by the **named insured** or **subsidiary**, or held by the **named insured** or **subsidiary** on behalf of a third party, and to transfer, pay, or deliver money or securities from such account; or 3. to transfer or deliver **tangible property** owned or held by the **named insured** or **subsidiary**; which purports to have been transmitted by **you** or **your** vendors, business partners, or existing clients, and impersonates such party including through the use of deepfakes, but was transmitted by someone other than **you** or **your** vendors, business partners, or existing clients, and without such party's knowledge or consent. The "financial institution" does not include any such entity, institution, or organisation that is an **insured**.
Funds transfer liability	means distribution of fraudulent wire transfer or payment instructions which instruction purports to have been transmitted by **you** directing **your** vendors, business partners, or existing clients to transfer funds to a third party, but was transmitted by someone other than **you** as the result of a **security failure**.
Funds transfer liability loss	means a monetary judgement or award that **you** are legally obligated to pay, or a settlement agreed to by **you** and **us**, because of the transfer of money or securities, or digital currencies by any of **your** vendors, business partners, or existing clients to a third party as the direct result of a **funds transfer liability**.
Funds transfer loss	means: 1. loss of money, securities, digital currencies, or **tangible property** directly resulting from **funds transfer fraud** or **personal funds fraud**; and

	2. reasonable and necessary costs, fees, and expenses to respond to **funds transfer fraud** or **personal funds fraud**. **Funds transfer loss** does not mean and will not include: a. the loss of personal money, securities, or property of **your employees** with the exception of **senior executives**. b. chargeback loss arising from the acceptance payment cards used fraudulently.
Hosted computer systems	means: 1. computers and related peripheral components, including Internet of Things (IoT) devices; 2. systems and applications software; 3. terminal devices; 4. related communications networks; 5. mobile devices (handheld and other wireless computing devices); and 6. storage and back-up devices by which electronic data is collected, transmitted, processed, stored, backed up, retrieved, and operated by a third party vendor, but only for providing hosted computer services, including SaaS, IaaS, NaaS and PaaS, to **you** pursuant to a written contract.
Impacted State	means a sovereign state where a **cyber operation** has had a major detrimental impact on: 1. the functioning of that sovereign state due to disruption to the availability, integrity or delivery of an **essential service** in that sovereign state; and/or 2. the security or defence of that sovereign state.
Impersonation fraud	means fraudulent electronic communications or websites designed to impersonate **you** or any of **your** products provided that such fraudulent communications or websites do not arise out of or result from any **security failure**.
Impersonation repair costs	means: 1. the cost of retaining a law firm and public relations firm incurred by **you** to create and publish a press release or establish a website to advise **your** customers and prospective customers of an **impersonation fraud**; and 2. the cost of reimbursing **your** existing customers for their loss of money or **tangible property** directly resulting from an **impersonation fraud**; and 3. the cost of retaining a third party for the removal of websites designed to impersonate **you**.
Incident	means **adverse publication**, **cyber extortion**, **data breach**, **funds transfer fraud**, **impersonation fraud**, **invoice manipulation**, **personal funds fraud**, **public relations event**, **security failure**, or **systems failure**. All incidents that have a common nexus of fact, circumstance, situation, event, transaction, or cause, or series of related facts, circumstances, situations, events, transactions, or causes will be considered a single **incident** occurring on the date the first such **incident** occurred.
Indemnity period	means the time period that: 1. begins on the date and time that the partial or complete interruption of **computer systems** first occurred; and 2. ends on the earlier of the date and time that the interruption to **your** business operations resulting from such interruption of **computer systems**: (i) ends; or (ii) could have ended if **you** had acted with due diligence and dispatch. However, in no event will the **indemnity period** exceed 365 days.

Insured, you, or your	means: 1. the **named insured**; 2. a **subsidiary**; 3. **senior executives** and **employees**; 4. an independent contractor, who is a natural person, solely acting in the normal course of the **named insured** or **subsidiary's** business operations while under their direct supervision; 5. with respect to Sections II.A, NETWORK AND INFORMATION SECURITY LIABILITY, II.B, REGULATORY DEFENCE AND PENALTIES, and II.E, TECHNOLOGY ERRORS AND OMISSIONS, any person or entity **you** have agreed in a written contract or agreement to add as an additional insured to a policy providing the type of coverage afforded by this Policy, provided such contract or agreement is in effect or becomes effective during the **policy period**, and solely for such person's or entity's liability arising out of the **named insured's** or **subsidiary's** acts (hereafter an additional insured); 6. the estates, heirs, legal representatives, or assignees of any **employee** or **senior executive** in the event of their death, incapacity, insolvency, or bankruptcy but solely for the estates', heirs', legal representatives', or assignee's liability arising out of the acts committed by the **employee** or **senior executive**, in their capacity as such; and 7. the spouse, domestic partner, or civil partner of any **employee** or **senior executive** solely for such spouse's, domestic partner's, or civil partner's liability resulting from a **claim** against the **employee** or **senior executive**, in their capacity as such; or their ownership or interest in property which the claimant seeks as recovery for a **claim** against the **employee** or **senior executive**, in their capacity as such.
Invoice Manipulation	means the release or distribution of any fraudulent invoice or payment instruction to a third party as a direct result of a **security failure**.
Invoice Manipulation Loss	means **your** direct net costs, excluding any profit, to provide goods, products, or services to a third party for which **you** are unable to collect payment after transfer of such goods, products, or services to a third party as the direct result of **invoice manipulation**.
Loss	means **business interruption loss**, **computer replacement costs**, **contingent business interruption loss**, **court attendance costs**, **criminal reward costs**, **crisis management costs**, **cyber extortion expenses**, **extra expenses**, **funds transfer loss**, **impersonation repair costs**, **invoice manipulation loss**, **proof of loss preparation expenses**, **reputational harm loss**, **service fraud loss**, and **restoration costs**.
Malicious code	means any type of malicious, unauthorised, corrupting or harmful software program, code, or script specifically designed to create system vulnerabilities and destroy, alter, steal, contaminate, or degrade the integrity, quality, or performance of: 1. electronic data used or stored in any computer system or network; or 2. a computer network, any computer application software, or computer operating system or related network.
Media content	means content in any form, regardless of its nature or medium, including any data, text, sounds, numbers, images, graphics, videos, streaming content, webcasts, podcasts, or blogs. **Media content** does not include any biometric **personally identifiable information** computer software or the actual goods, products, or services described, referenced, illustrated, or displayed in such **media content**.
Merchant service agreement	means any agreement between **you** and a financial institution, payment card company, payment card processor, or independent service operator, that enables **you** to accept credit cards, debit cards, prepaid cards, or other payment cards for payments or donations.
Multimedia wrongful act	means any of the following actually or allegedly committed by **you** in the normal course of **your** business in communicating, reproducing, publishing, disseminating, displaying, releasing, transmitting, or disclosing **media content**,

	including social media authorised by **you**: 1. defamation, libel, slander, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organisation; 2. violation of the rights of privacy of an individual, including false light and public disclosure of private facts; 3. invasion or interference with an individual's right of publicity, including commercial appropriation of name, persona, voice, or likeness; 4. plagiarism, piracy, or misappropriation of ideas under implied contract; 5. infringement of copyright, domain name, trademark, trade name, trade dress, logo, title, metatag, slogan, service mark, or service name; or 6. improper deep-linking or framing within electronic content.
Named insured	means the individual, partnership, entity, or corporation designated as such in Item 1. of the Declarations, or by endorsement to this Policy.
Panel Providers	means those firms listed on **our** web site at http://www.coalitioninc.com/au/panel
PCI fines and assessments	means the direct monetary fines and assessments for fraud recovery, operational expenses including card reissuance fees and notification of cardholders, and case management fees owed by **you** under the terms of a **merchant service agreement**, but only where such fines or assessments result from a **data breach**. **PCI fines and assessments** will not include any charge backs, interchange fees, discount fees, or other services related fees, rates, or charges.
Personal funds fraud	means the loss of personal money, securities, or property from a personal bank account of a **senior executive** as a direct result of a **security failure** of the **named insured's** or a **subsidiary's computer systems**.
Personally identifiable information	means any information about an identified individual, or an individual who is reasonably identifiable, whether true or not, and whether recorded in a material form or not, or otherwise that is required by any federal, provincial, territorial, state, local, or foreign law or regulation to be protected from unauthorised access, acquisition, or public disclosure.
Policy period	means the period of time between the inception date shown in the Declarations and the effective date of termination, expiration, or cancellation of this Policy and specifically excludes any Optional Extended Reporting Period.
Pollutants	means any solid, liquid, gaseous, or thermal irritant or contaminant exhibiting hazardous characteristics as is or may be identified on any list of toxic or hazardous substances pursuant to, any governmental, federal, provincial, territorial, state, local, or foreign legislation or agency, including gas, acids, alkalis, chemicals, odours, noise, lead, petroleum or petroleum-containing products, heat, smoke, vapour, soot, fumes, radiation, asbestos or asbestos-containing products, waste (including material to be recycled, reconditioned, or reclaimed), electric, magnetic, or electromagnetic field of any frequency, as well as any air emission, wastewater, sewage, infectious medical waste, nuclear materials, nuclear waste, mould, mildew, fungus, bacterial matter, mycotoxins, spores, scents or by-products and any non-fungal micro-organism, or non-fungal colony form organism that causes infection or disease.
Privacy liability	means: 1. **your** actual or alleged failure to timely disclose a **security failure** or **data breach** resulting in a violation of any **breach notice law**; 2. **your** failure to comply with those provisions in **your privacy policy** that: a. mandate procedures to prevent the loss of **personally identifiable information**; b. prohibit or restrict disclosure, sharing, or selling of an individual's **personally identifiable information**; or c. require **you** to give access to **personally identifiable information** or to amend or change **personally identifiable**

	information after a request is made by the concerning individual; provided that no **senior executive** knew of or had reason to know of any such conduct; and 3. **your** failure to administer an identity theft prevention program or an information disposal program pursuant to any governmental, federal, provincial, territorial, or state law;
Privacy policy	means any public written statements that set forth **your** policies, standards, and procedures for the collection, use, disclosure, sharing, dissemination, and correction or supplementation of, and access to, **personally identifiable information**.
Professional services	means those services specified in Item 7. of the Declarations and performed by the **named insured** or a **subsidiary** for others' benefit pursuant to a written contract.
Proof of loss preparation expenses	means the reasonable and necessary costs **you** incur with **our** prior written consent (which **we** will not unreasonably withhold) for a third party forensic accounting firm to assist **you** with preparing a proof of loss as required by Section V. CLAIMS PROCESSES, PROOF OF LOSS with respect to **business interruption loss**, **contingent business interruption loss**, **extra expenses** or **reputational harm loss** covered under this Policy.
Public relations event	means: 1. the publication or imminent publication in a newspaper (or other general circulation print publication), on radio or television, or electronic news website (but not including social media) of a **security failure** or **data breach** that has resulted in a covered **claim** under this Policy; and 2. a **security failure** or **data breach** that results in covered **breach response costs** under this Policy or which reasonably may result in a covered **claim** under the Policy.
Ransomware	means any **malicious code** designated to block **your** access to **computer systems** or **digital assets**, delete or otherwise harm **your computer systems** or **digital assets**, or cause a **security failure**, until a sum of money is paid.
Regulatory penalties	means monetary fines and penalties, including **consumer redress awards**, imposed in a **regulatory proceeding** to the extent insurable under applicable law. **Regulatory penalties** will not mean any: 1. costs to comply with injunctive relief; 2. costs to establish or improve privacy or security practices; or 3. audit, reporting, or compliance costs.
Regulatory proceeding	means a request for information, civil investigative demand, or civil proceeding commenced by service of a complaint or similar proceeding brought by or on behalf of the Office of the Australian Information Commissioner, Australian Securities & Investments Commission, U.S. regulator Security and Exchange Commission (SEC) only from Regulation S-P (17 C.F.R. § 248), or any other domestic or foreign governmental entity including any federal, provincial, territorial, state or local entity in such entity's regulatory or official capacity, in connection with such proceeding arising from a **security failure** or **data breach**. Other than the foregoing, **regulatory proceeding** does not include a request for information, civil investigative demand, or civil proceeding commenced by service of a complaint or similar proceeding brought by the Securities and Exchange Commission (SEC) and similar federal, state, local, or foreign governmental entities.
Reputational harm loss	means the net profit that would have been earned before taxes on income, or net loss that would not have been incurred solely and directly as the result of any **adverse publication**. **Reputational harm loss** does not include any:

	1. costs to rehabilitate **your** reputation, including legal costs or expenses; 2. **breach response costs**, **crisis management costs**, **business interruption loss**, **contingent business interruption loss**, or **extra expenses**; 3. Costs not directly caused by an **adverse publication**. **Reputational harm loss** will not include net profit that would likely have been earned before taxes on income as a result of an increase in volume due to favourable business conditions caused by the impact of security failures, data breaches, cyber extortion, or privacy liability impacting other businesses, loss of market, or any other consequential loss. Further, due consideration will be given to the following when calculating **reputational harm loss**: 1. the experience of **your** business before the **adverse publication** and probable experience thereafter during the **reputation indemnity period** had there been no **adverse publication** and to the continuation of normal charges and expenses that would have existed had no **adverse publication** occurred; and expenses that would have existed had no **adverse publication** occurred; and 2. any **reputational harm loss** made up or recovered during, or within a reasonable time after the end of, the **reputation indemnity period**.
Reputation indemnity period	means the one hundred and eighty (180) day period that begins at the conclusion of the **reputation waiting period**.
Reputation waiting period	means the amount of time set forth in Item 5.O. of the Declarations that must elapse after the date upon which the **adverse publication** was first published. The **reputation waiting period** cannot be insured.
Restoration costs	means: 1. the reasonable and necessary costs **you** incur to replace, restore, or recreate **digital assets** to the level or condition at which they existed prior to a **security failure** or **systems failure**; or 2. the cost for the most current version of **digital assets** if it is substantially equivalent to (or less than) the original cost of **digital assets**; if such **digital assets** cannot be replaced, restored, or recreated, then **restoration costs** will be limited to the actual, reasonable, and necessary costs **you** incur to reach this determination. **Restoration costs** does not mean and will not include: 1. any costs or expenses incurred to identify, remove, or remediate computer program errors or vulnerabilities; 2. the economic or market value of any **digital assets**, including trade secrets, or the costs to re-perform any work product contained within any **digital assets**; or 3. costs incurred to acquire or install **digital assets** which did not exist immediately prior to the **security failure** or **systems failure**.
Retroactive date	means the date specified in Item 10. of the Declarations.
Security failure	means the failure of security of **computer systems** which results in: 1. loss, alteration, corruption, or damage to software, applications, or electronic data existing in **computer systems**; 2. transmission of **malicious code** from **computer systems** to third party computer systems that are not owned, operated, or controlled by the **named insured** or **subsidiary**; or 3. a **denial of service attack** on the **named insured's** or 4. **subsidiary's computer systems**; or 5. access to or use of **computer systems** in a manner that is not authorised by **you**, including when resulting from the theft of a password.

	Security failure does not mean and will not include any failure of computers, related peripheral components, or mobile devices that are owned or leased by an **employee** and not used for the business operations of the **named insured** or **subsidiary**.
Senior executive	means any partner, principal, director, executive board member, in-house counsel, risk manager, chief information officer, chief information security officer, chief privacy officer, chief financial officer, chief executive officer, chief operating officer, or functional equivalent, but only while acting on **your** behalf in the scope of **your** business operations.
Service fraud loss	means direct financial loss that **you** incur as the result of being charged a fee for the fraudulent use of **business services**, including fraudulent use arising from cryptojacking.
Service provider	means any third party that is responsible for the processing, maintenance, protection, or storage of **digital assets** pursuant to a written contract.
Submission	means all applications and proposal forms, including any attachments thereto and supplemental information, submitted by or on behalf of the **named insured** to **us** in connection with the request for or underwriting of this Policy, or any prior policy issued by **us** of which this Policy is a renewal.
Subsequent Legislation	means: 1. An act or regulation as amended, replaced or re-enacted; or 2. where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part
Subsidiary	means any organisation in which the **named insured**: 1. owns or controls either directly or indirectly 50% on or before the inception date of this Policy, or more of the outstanding voting stock or shareholder voting power or has the right to elect or appoint the majority of the board of directors or persons to an equivalent executive management function; and 2. has recognised the revenues in the **submission** for this Policy. An organisation ceases to be a **subsidiary** on the date, during the **policy period**, that the **named insured** ceases to own or control, directly or indirectly, 50% or more of the outstanding voting or shareholder voting power, or ceases to control the right to elect or appoint the majority of the board of directors or persons to equivalent executive management functions. The **named insured** will give written notice to us of any acquisition or creation of an organisation with ownership interest greater than 50%, no later than sixty (60) days after the effective date of such acquisition or creation. Automatic coverage of such organisation is granted until the end of the **policy period** subject to the following criteria: 1. the newly created or acquired organisation has substantially similar business operations; 2. the new organisation's gross revenue is equal to or less than 10% of the total gross revenue the **named insured** has listed on the **submission** for this Policy; and 3. prior to the effective date of such acquisition or creation, no **senior executive** of the **named insured** or of the acquired or created organisation, knew or could have reasonably expected that a **claim** would be made or coverage triggered under any Insuring Agreement in Section II, WHAT WE COVER. Where such acquisition or creation does not qualify for the automatic coverage described above, no coverage is granted and such acquired or created organisation is not included under this Policy unless and until agreed by **us** in writing. Upon receipt of notice of such acquisition or creation, **we** may, at **our** sole option, agree to appropriately endorse this Policy subject to additional premium and/or change terms and conditions.

Systems failure	means any: 1. unintentional, unplanned, or unexpected **computer systems** disruption, damage, or failure where the proximate cause is not a **security failure**, loss of or damage to any physical equipment or property, or planned or scheduled outage or maintenance of **computer systems** or a third party's computer systems (including downtime that is the result of a planned outage lasting longer than initially expected); or 2. disruption or voluntary shutdown of **computer systems** by **you**, with **our** prior consent (which **we** will not unreasonably withhold), in order to mitigate covered **loss** under this Policy. **Systems failure** does not include any: 1. failure of **hosted computer systems** that results in an outage that extends beyond the services being provided to **you** by **hosted computer systems**; 2. suspension, cancellation, revocation, or failure to renew any domain names or uniform resource locators; 3. failure to adequately anticipate or capacity plan for normal and above operational demand for **computer systems** except where this demand is a **denial of service attack**; 4. failure of any computer hardware that has been declared as end-of-life by the original equipment manufacturer; 5. design failure or manufacturing defect in third party computer software or computer hardware.
Tangible property	means items or objects that can be felt or touched. **Tangible property** does not include: 1. **digital assets**; 2. any form of intellectual property, including trade secrets; or 3. money, securities or digital currencies. The value of any covered **tangible property** will be the cost to replace such **tangible property** with property of comparable material and quality. The replacement cost value for any **tangible property** does not include any profit or mark-up **you** are unable to collect as a result of the loss of **tangible property**.
Technology and professional services wrongful act	means: 1. any actual or alleged error, omission, misstatement, neglect, or unintentional breach of duty or written contract, by **you** or any person for whose actual or alleged error, omission, neglect or unintentional breach of duty or written contract the **named insured** or **subsidiary** is legally liable for, in rendering **technology services** or **professional services**; or 2. any actual or alleged act, error, omission, misstatement, neglect, or unintentional breach of contract, by you or any person for whose actual or alleged error, omission, misstatement, neglect or unintentional breach of written contract the **named insured** or **subsidiary** is legally liable for, that results in the failure of **technology products** to perform as intended.
Technology products	means computer or telecommunications hardware or software products, or related components or products, that are created, manufactured, developed, sold, or distributed by the **named insured** or **subsidiary** for others' benefit pursuant to written contract for a fee, including software updates, service packs, and other maintenance releases for such products.
Technology services	means computer and electronic technology services, including data backup and processing, Internet and mobile services, email services, SaaS, PaaS, IaaS, NaaS, data and application hosting, computer systems analysis, technology and security consulting and training, custom software programming for a specific customer, computer and software systems installation and integration, computer and software support, and network management services, performed by the **named insured** or **subsidiary** for others' benefit pursuant to a written contract for a fee.

Third party corporate information	means any information of a third party held by **you** which is not available to the general public and is provided to **you** subject to a mutually executed written confidentiality agreement between **you** and the third party or which **you** are legally required to maintain in confidence. However, **third party corporate information** does not include **personally identifiable information**.
War	means the use of physical force by a sovereign state against another sovereign state, or as part of a civil war, rebellion, revolution, insurrection, or military or usurped power, whether war be declared or not.
Waiting period	means the number of hours set forth in Item 5.K. of the Declarations.
We, us, or our	means the insurers of this Policy.

Coalition

POLICY NO.: C-51FC-247690-CYBER-2026-C **ENDT NO.: 1**

BREACH RESPONSE SEPARATE LIMIT ENDORSEMENT

Form Number	CYAUP-00EN-000005-0723-01
Effective Date of Endorsement	10 March 2026
Named Insured	ELLIEPHANT GIFTS GROUP PTY LTD
Policy Number	C-51FC-247690-CYBER-2026-C
Issued by (Name of Insurance Company)	Allianz Australia Insurance Limited, HDI GLOBAL SE, Australia, Mitsui Sumitomo Insurance Company Limited

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER AND TECHNOLOGY POLICY 3.0

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. Section VI, LIMITS OF LIABILITY AND RETENTION, LIMITS OF LIABILITY is deleted and replaced by the following:

LIMITS OF LIABILITY	Aggregate Policy Limit of Liability and Limits of Liability for All Insuring Agreements Other Than **Breach Response Services** and **Breach Response Costs** The Aggregate Policy Limit of Liability set forth in Item 4. of the Declarations is the maximum amount **we** will be liable to pay for all **claim expenses**, **damages**, **funds transfer liability loss**, **loss**, **PCI fines and assessments**, **regulatory penalties**, and other amounts under this Policy, regardless of the number of **claims**, **events**, or **insureds**. The reference to Aggregate Policy Limit of Liability herein also refers to each participating Insurer's individual Quota Share Limit of Liability as stated in Item 8. of the Declarations. The Per Event Limit of Liability set forth in Item 4. of the Declarations is the maximum amount **we** will be liable to pay for all **claim expenses**, **damages**, **funds transfer liability loss**, **loss**, **PCI fines and assessments**, **regulatory penalties**, and other amounts arising from a single **event** under all Insuring Agreements, regardless of the number of Insuring Agreements triggered, **claims**, or **insureds**. Such Limits of Liability are part of, and not in addition to, the Aggregate Policy Limit of Liability. The Limit stated in Item 5. of the Declarations with respect to an Insuring Agreement is the maximum amount **we** will be liable to pay for all **claim expenses**, **damages**, **funds transfer liability loss**, **loss**, **PCI fines and assessments**, **regulatory penalties**, and other amounts arising from a single **event** and in aggregate for all **events** under that Insuring Agreement. Such Limits of Liability are part of, and not in addition to, the Aggregate Policy Limit of Liability. **Our** Limits of Liability for an Optional Extended Reporting Period, if applicable, will be part of, and not in addition to the Aggregate Policy Limit of Liability set forth in Item 4. of the Declarations. Limits of Liability for **Breach Response Services** and **Breach Response Costs**

	Breach response services will be provided for a maximum of 72 hours following **your** notification to the **breach response services advisor**. **Breach response services** will be provided in addition to and will not erode the Aggregate Policy Limit of Liability. The limit set forth in Item 5.H. of the Declarations is the maximum amount **we** will be liable to pay for all **breach response costs**, regardless of the number of **security failures**, **data breaches**, or **insureds**. This Limit is in addition to the Aggregate Policy Limit of Liability. Upon exhaustion of the **breach response costs** Limit, there will be no further coverage under this Policy for any **breach response costs**.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

Coalition

POLICY NO.: C-51FC-247690-CYBER-2026-C **ENDT NO.: 2**

REPUTATION REPAIR ENDORSEMENT

Form Number	CYAUP-00EN-000004-0723-01
Effective Date of Endorsement	10 March 2026
Named Insured	ELLIEPHANT GIFTS GROUP PTY LTD
Policy Number	C-51FC-247690-CYBER-2026-C
Issued by (Name of Insurance Company)	Allianz Australia Insurance Limited, HDI GLOBAL SE, Australia, Mitsui Sumitomo Insurance Company Limited

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER AND TECHNOLOGY POLICY 3.0

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. The definition of "**Crisis management costs**" under Section IX, DEFINITIONS is deleted and replaced with the following:

CRISIS MANAGEMENT COSTS	Means the following reasonable fees or expenses agreed to in advance by **us**, in **our** discretion (such agreement not to be unreasonably withheld) to mitigate harm to **your** reputation or to a covered **damages**, **loss**, **claim expenses**, **breach response costs**, or **breach response services** due to a **public relations event**: 1. a public relations or crisis management consultant; 2. media purchasing or for printing or mailing materials intended to inform the general public about the **public relations event**; 3. providing notifications to individuals where such notifications are not required by **breach notice law**, including notices to **your** non-affected customers, employees, or clients; and 4. other costs approved in advance by **us**; **Provided that any crisis management costs to mitigate harm to your reputation must be incurred within twelve months after the first publication of such public relations event.** **If you do not obtain our agreement to incur the reasonable fees or expenses, we will pay for fees and expenses incurred up to the amount we would have authorised had you asked us first.**

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

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POLICY NO.: C-51FC-247690-CYBER-2026-C **ENDT NO.: 3**

UNSCHEDULED NON-IT VENDOR CONTINGENT BUSINESS INTERRUPTION ENDORSEMENT

Form Number	CYAUP-00EN-000126-1025-01
Effective Date of Endorsement	10 March 2026
Named Insured	ELLIEPHANT GIFTS GROUP PTY LTD
Policy Number	C-51FC-247690-CYBER-2026-C
Issued by (Name of Insurance Company)	Allianz Australia Insurance Limited, HDI GLOBAL SE, Australia, Mitsui Sumitomo Insurance Company Limited

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER AND TECHNOLOGY POLICY 3.0

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. Item 5.K. of the Declarations is deleted and replaced with following:

Insuring Agreement	**Limit / Sub-Limit**	**Retention / Sub-Retention**
K. DIRECT AND CONTINGENT BUSINESS INTERRUPTION, AND EXTRA EXPENSES FROM SECURITY FAILURE AND SYSTEM FAILURE	$2,000,000	$10,000
		i. Waiting period: 8 hours
		ii. Enhanced waiting period: 1 hour
NON-IT VENDOR CONTINGENT BUSINESS INTERRUPTION AND EXTRA EXPENSES SECURITY FAILURE SUBLIMIT	$2,000,000	$10,000
NON-IT VENDOR CONTINGENT BUSINESS INTERRUPTION AND EXTRA EXPENSES SYSTEM FAILURE SUBLIMIT	$2,000,000	$10,000

2. Section VI, LIMITS OF LIABILITY AND RETENTION, LIMITS OF LIABILITY is amended to include the following:

The Non-IT Provider Contingent Business Interruption and Extra Expenses Security Failure Sublimit set forth in Item 5. of the Declarations is the maximum amount we will pay for **business interruption loss** arising from **security failure** of **computer systems** operated by a **non-IT vendor** and any **extra expenses** incurred to avoid or minimise such **business interruption loss**.

The Unscheduled Non-IT Vendor Contingent Business Interruption and Extra Expenses System Failure Sublimit set forth in Item 5. of the Declarations is the maximum amount we will pay for **business interruption loss** arising from **system failure** of **computer systems** operated by a **non-IT vendor** and any **extra expenses** incurred to avoid or minimize such **business interruption loss**.

The Non-IT Provider Contingent Business Interruption and Extra Expense Sublimits set forth above are part of, and not in addition to, the Limit of Liability for Business Interruption and Extra Expenses set forth in Item 5. of the Declarations.

3. For the purposes of the **business interruption** and **extra expenses** coverage provided under Insuring Agreement H. BUSINESS INTERRUPTION and EXTRA EXPENSE only, the definitions of "**Computer Systems**" and "**Systems Failure**" under Section IX, DEFINITIONS are deleted and replaced with the following:

Computer systems	means: 1. computers and related peripheral components, including Internet of Things (IoT) devices; 2. systems and applications software; 3. terminal devices; 4. related communications networks; 5. mobile devices (handheld and other wireless computing devices); and 6. storage and back-up devices by which electronic data is collected, transmitted, processed, stored, backed up, retrieved, and operated by **you** on **your** own behalf. **Computer systems** includes: a. **hosted computer systems**; b. items 1-6 above that are operated by a **non-IT vendor**.
System failure	means any: 1. unintentional, unplanned, or unexpected **computer systems** disruption, damage, or failure where the proximate cause is not a **security failure**, loss of or damage to any physical equipment or property, or planned or scheduled outage or maintenance of **computer systems** (including downtime that is the result of a planned outage lasting longer than initially expected); or 2. disruption or voluntary shutdown of **computer systems** by **you** in order to mitigate or prevent covered **loss** under this Policy; or 3. voluntary disconnection by **you** from any **hosted computer systems** or **computer systems** operated by any **non-IT vendor**, in order to mitigate or prevent covered **loss** covered under this Policy. **Systems failure** does not include any: 1. failure of **hosted computer systems** that results in an outage that extends beyond the services being provided to **you** by **hosted computer systems**; 2. voluntary disruption or shutdown of any **computer systems** by any: a. third party vendor providing hosted computer systems; or b. non-IT vendor. 3. suspension, cancellation, revocation, or failure to renew any domain names or uniform resource locators; 4. failure to adequately anticipate or capacity plan for normal and above operational demand for **computer systems** except where this demand is a **denial of service attack**; 5. failure of any computer hardware that has been declared as end-of-life by the original equipment manufacturer; 6. design failure or manufacturing defect in third party computer software or computer hardware.

4. For purposes of this endorsement only, the following definitions are added to Section IX, Definitions:

Non-IT vendor	means an entity, other than an **insured** or an entity providing **hosted computer systems**, not listed in the Schedule of Non-IT Providers that provides services or products to **you**, pursuant to a written contract, **you** use regularly in the normal course of **your** business. In no event will any entity be considered a **non-IT vendor** to the extent that it operates as:

	1. a public utility (including without limitation, a provider of electricity, gas, water, or telecommunications services); 2. an internet service provider (including any provider of internet connectivity); or 3. a securities or exchange market.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

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POLICY NO.: C-51FC-247690-CYBER-2026-C **ENDT NO.: 4**

ACTIVE ENHANCEMENT ENDORSEMENT

Form Number	CYAUP-00EN-000124-1025-01
Effective Date of Endorsement	10 March 2026
Named Insured	ELLIEPHANT GIFTS GROUP PTY LTD
Policy Number	C-51FC-247690-CYBER-2026-C
Issued by (Name of Insurance Company)	Allianz Australia Insurance Limited, HDI GLOBAL SE, Australia, Mitsui Sumitomo Insurance Company Limited

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER AND TECHNOLOGY POLICY 3.0

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. Under Item 5.0. of the Declarations O. REPUTATIONAL HARM LOSS is deleted and replaced with the following:

Insuring Agreement	Limit / Sub-Limit	Retention / Sub-Retention
O. REPUTATIONAL HARM LOSS	As per policy	$10,000 Reputational Harm Waiting Period: 0 hours

2. The definition of "**reputational harm indemnity period**" under SECTION IX, DEFINITIONS is deleted and replaced with the following:

Reputational harm indemnity period	means the three-hundred-and-sixty-five (365) day period that begins at the conclusion of the **reputation waiting period**.

3. The definition of "**adverse publication**" under SECTION IX, DEFINITIONS is deleted and replaced with the following:

Adverse publication	means any report or communication to the public through any media format (including television, print media, radio, internet, and social media) by a third party of information previously unavailable to the public, specifically concerning a **security failure**, **systems failure**, **data breach**, **cyber extortion**, or **privacy liability**. Multiple **adverse publications** relating to the same **security failure**, **systems failure**, **data breach**, **cyber extortion**, or **privacy liability** shall be considered a single **adverse publication** and will be deemed to have occurred on the date of the first such **adverse publication**.

4. The definition of "**indemnity period**" under SECTION IX, DEFINITIONS is deleted and replaced with the following:

Indemnity period	means the time period that: 1. begins on the date and time that the partial or complete interruption of **computer systems** first occurred; and 2. ends at the date and time that the interruption to **your** business operations resulting from such interruption of **computer systems** ends, plus a reasonable time for **your** business operations to normalise. However, in no event will the indemnity period exceed 365 days.

5. The following is added to the definition of "**security failure**" in SECTION IX, DEFINITIONS:

Security failure	**Security failure** includes an **AI security event**, which results in 1. loss, alteration, corruption, or damage to software, applications, or electronic data existing in **computer systems**; 2. transmission of **malicious code** from **computer systems** to third party computer systems that are not owned, operated, or controlled by the **named insured** or **subsidiary**; or 3. a **denial of service attack** on the **named insured's** or **subsidiary's computer systems**; or 4. access to or use of **computer systems** in a manner that is not authorised by **you**, including when resulting from the theft of a password.

6. The following definition is added to SECTION IX, DEFINITIONS:

AI security event	means the failure of security of computer systems caused by any artificial intelligence technology, including through the use of machine learning or prompt injection exploits.

7. The following is added to the definition of "**data breach**" in SECTION IX, DEFINITIONS:

Data breach	Data breach includes the acquisition, access, theft, or disclosure of **personally identifiable information** or **third party corporate information**, that is unauthorised by **you**, resulting from an **AI security event**.

8. The following is added to the definition of "**funds transfer fraud**" in SECTION IX, DEFINITIONS

Funds transfer fraud	In addition and subject to the terms above, a "fraudulent instruction transmitted by electronic means" as used in this definition, includes a fraudulent instruction transmitted through the use of deepfakes or any other artificial intelligence technology

9. The definition of "**hosted computer systems**" under SECTION IX, DEFINITIONS is deleted and replaced with the following:

Hosted computer systems	means: 1. computers and related peripheral components, including Internet of Things (IoT) devices; 2. systems and applications software; 3. terminal devices; 4. related communications networks; 5. mobile devices (handheld and other wireless computing devices); and 6. storage and back-up devices by which electronic data is collected, transmitted, processed, stored, backed up, retrieved, and operated by a third party vendor, but only for providing hosted computer services to **you**, including: (a) SaaS, IaaS, NaaS and PaaS pursuant to a written contract; or (b) any existing social media business accounts (created by, or on behalf of, the **named insured** or a **subsidiary** pursuant to a terms of service or user agreement (including, but not limited to such business accounts on Facebook, Instagram, YouTube, or TikTok).

10. The following is added to the definition of "**funds transfer fraud**" in SECTION IX, DEFINITIONS:

Funds transfer fraud	A **reduced FTF retention** will apply to any **funds transfer fraud** reported to **us** within 48 hours after the initial transfer of money or securities and in accordance with the terms of this Policy.

11. The following definition is added to SECTION IX, DEFINITIONS:

Reduced FTF retention	A 50% reduction to the Retention listed Item 5 R. FUNDS TRANSFER FRAUD, PERSONAL FUNDS FRAUD, AND SOCIAL ENGINEERING of Policy Declarations up to a maximum reduction of $25,000.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.