

Cyber and Data Law Endorsement

- 1) This endorsement takes priority over any other provision in this contract.
- 2) Save as expressly provided in this endorsement, or by other restrictions in this contract specifically relating to the use of, or inability to use, a **Computer System**, no cover otherwise provided under this contract shall be restricted solely due to the use of, or inability to use, a **Computer System**.
- 3) **We** will not indemnify **You** for any loss, damage, liability, claim, costs, expense, fines, penalties, mitigation costs or any other amount directly caused by, directly resulting from or directly arising out of:
 - a) a **Cyber Act**; or
 - b) any partial or total unavailability or failure of any **Computer System**;

provided the **Computer System** is owned or controlled by **You** or any other party acting on **Your** behalf in either case; or
 - c) the receipt or transmission of malware, malicious code or similar by **You** or any other party acting on **Your** behalf.
- 4) **We** will not indemnify **You** for any loss, damage, liability, claim, costs, expense, fines, penalties, mitigation costs or any other amount directly or indirectly caused by, directly or indirectly resulting from or directly or indirectly arising out of any failure or interruption of service provided:
 - a) to **You** or any other party acting on **Your** behalf by an internet service provider, telecommunications provider or cloud provider but not including the hosting of hardware and software owned by **You**;
 - b) by any utility provider, but only where such failure or interruption of service impacts a **Computer System** owned or controlled by **You** or any other party acting on **Your** behalf.
- 5) **We** will not indemnify **You** for any loss, damage, liability, claim, costs, expense, fines, penalties, mitigation costs or any other amount for actual or alleged breach of **Data Protection Law** by **You** or any other party acting on **Your** behalf.
- 6) Any cover for costs of reconstituting or recovering lost, inaccessible or damaged documents owned or controlled by **You** or any other party acting on **Your** behalf in this contract shall not apply to **Data**.

For the purposes of this endorsement only the following definitions apply:

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of any **Computer System**.

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

Data Protection Law means any applicable data protection and privacy legislation or regulations in any country, province, state, territory or jurisdiction which govern the use, confidentiality, integrity, security and protection of personal data or any guidance or codes of practice relating to personal data issued by any data protection regulator or authority from time to time (all as amended, updated or re-enacted from time to time).

Based on IUA 04-017 27.11.2020