

4walls Terms and Conditions

Introduction

These Terms and Conditions ("Terms") govern your use of the services provided by **4walls Advisory Pty Ltd** ("we," "us," or "our"). By engaging our services, you agree to these Terms. If you do not agree to these Terms, you must not use our services.

Services

4walls Advisory Pty Ltd provides various cybersecurity services, including but not limited to cyber risk assessments, staff awareness training, cyber policy templates, monthly tactical programmes, board governance training, review meetings, and general advisory support.

Scope of Services

1. **Cyber Risk Assessments:** Our assessments are designed to identify vulnerabilities and provide recommendations based on the CIS Controls framework. These assessments are advisory in nature and do not guarantee complete security or prevention of cyber incidents.
2. **Staff Awareness Training:** We offer training sessions to enhance your staff's understanding of cybersecurity threats and best practices. The effectiveness of the training depends on participant engagement and implementation of recommended practices.
3. **Cyber Policy Templates:** We provide templates for various cybersecurity policies. These templates should be customised to fit your specific organisational needs and reviewed by legal counsel if necessary.
4. **Monthly Tactical Programme:** Our programme includes phishing simulations and eLearning modules. The effectiveness of these programmes depends on active participation and integration into your overall cybersecurity strategy.
5. **Board Governance Training:** We offer training sessions for board members on cyber governance principles and advanced training. These sessions are designed to enhance understanding and governance of cybersecurity risks.
6. **Review Meetings and General Advisory Support:** We provide strategic reviews and incidental advice on cybersecurity matters. This advice is based on the information provided by you and current best practices.

Limitations of Liability

1. **General Liability:** While we strive to provide accurate and effective advice, our services are advisory and educational in nature. We do not warrant that our services will prevent all cybersecurity incidents or ensure compliance with all legal and regulatory requirements.
2. **Specific Liability for CIS Assessments:** Our CIS assessments are based on the CIS Controls framework and are intended to identify areas for improvement in your cybersecurity posture. We do not guarantee that implementation of our recommendations will prevent all cyber incidents. Our liability for any claims arising from our CIS assessments is limited to the fees paid for the assessment in question.
3. **Exclusion of Liability:** To the maximum extent permitted by law, we exclude all liability for any loss or damage arising from your use of our services, including but not limited to indirect, incidental, or consequential loss or damage.

Indemnity

You agree to indemnify, defend, and hold harmless 4walls Advisory Pty Ltd, its officers, employees, agents, and subcontractors from any claims, liabilities, damages, costs, and expenses (including legal fees) arising out of your use of our services or breach of these Terms.

Confidentiality

We respect the confidentiality of your information. All information provided to us will be treated as confidential and will only be used for the purposes of providing our services. We will not disclose your information to third parties without your consent, except as required by law.

Intellectual Property

All intellectual property rights in our services, including training materials, templates, and assessment reports, are owned by **4walls Advisory Pty Ltd**. You are granted a limited, non-exclusive, non-transferable licence to use these materials for your internal business purposes.

Governing Law

These Terms are governed by and construed in accordance with the laws of the State of Victoria, Australia. Any disputes arising from these Terms or our services will be subject to the exclusive jurisdiction of the courts of Victoria.

Amendments

We may amend these Terms from time to time. Any amendments will be effective immediately upon posting the revised Terms on our website. Your continued use of our services after any such amendments constitutes your acceptance of the new Terms.

Separate Terms for 4secure Service

Please note that our 4secure service is governed by separate Terms of Service, which can be found at <https://info.4walls.au/hubfs/Download%20files/4secure%20Terms%20of%20Service%20Agreement%20-%20Aug23.pdf>

Contact Us

If you have any questions about these Terms, please contact us at:

4walls Advisory Pty Ltd

ABN 74 667 835 038

Email: info@4walls.au

By engaging our services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.