ARGOS Terms and Conditions

1. OVERVIEW

1.1.These general terms and conditions (Agreement) are a master agreement that governs your relationship with ARGOS Cloud Security Pty Ltd. (us, our) when you access or use in any way our software-as-a-service products and their outputs or capabilities (Services).

1.2.Your use of each Service may also be governed by applicable Service-specific terms and conditions which apply only to that Service (Product Terms). The Product Terms are incorporated into this Agreement.

1.3.By clicking "I Agree" to this Agreement, accessing a Service, setting up a user account, or by accessing and using the Services you expressly agree to, and consent to be bound by this Agreement, including all applicable Product Terms on behalf of yourself or the entity you represent. You represent and warrant that you have the right, authority, and capacity to accept and agree to this Agreement on behalf of yourself or the entity you represent.

1.4.If you do not agree to this Agreement, you should not use the Services. We may update this Agreement at any time. If we do, we will notify you and your continued use of the Services will indicate your acceptance of the revised terms.

1.5.Our Privacy Policy and any other legal notices provided via a Service are incorporated by reference into this Agreement and you are agreeing to accept and abide by them by using the Services.

2.TERM AND TERMINATION

2.1.This Agreement remain in effect as long as you continue to use the Services, or until terminated in accordance with the provisions of this Agreement.

2.2.You may stop using our Services any time.

2.3.We may suspend or terminate your use of our Services if you are not complying with this Agreement or the Product Terms or use the Services in any way that would cause us legal liability or disrupt others' use of the Services.

2.4.We may also change or remove at any time any features currently offered as part of the Services, or the Services themselves, by giving reasonable notice of any changes and allow you the opportunity to withdraw from the Services.

2.5.Upon termination your account and right to use the Services will automatically terminate.

3.ACCOUNTS

3.1.Creating an account with us allows you to use the Services. We reserve the right to decline registration or to cancel an account at any time.

3.2.You must keep any account password confidential and are entirely responsible if you do not maintain such confidentiality. You must immediately notify us if any unauthorised third party becomes aware of that password or if there is any unauthorised use of your email address or any breach of security known to you. You agree that we are not responsible or liable in the event that a person to whom your password is disclosed uses the Services.

3.3.We may allow multiple persons to access an account (Users), each of whom will also be bound by this Agreement. You may be able to set certain permission levels for different Users, and we may impose certain minimum access security requirements to enable your Users to access the Service. We are not responsible or liable in the event your Users do not have the appropriate permissions, cannot, or do not comply with our minimum access security requirements.

3.4.You warrant that all information you provide in your account is accurate and up to date and you will promptly inform us of any changes.

3.5.We may without notice suspend or close your account if you (or someone accessing your account) is in breach of this Agreement or we reasonably suspect such a breach has occurred or will occur.

4.Prices and Payment
4.1.The prices applicable to the Services are set out on our website or other agreement with you, are in Australian Dollars, exclusive of any taxes and may be changed by us at any time.

4.2.You are responsible for paying all applicable fees and charges and paying any taxes applicable to your purchases from us. in connection with the Services selected by you in an order for Services (Order).

4.3.By submitting your Order, you represent and warrant that you are authorized to use the designated card or method and authorize us to charge your Order to that card or other method.

4.4.We use Stripe and the Stripe API to process credit and debit card transactions. All transaction information passed between us and Stripe's systems is encrypted using 256-bit SSL certificates.

4.5.We may from time to time offer the subscription in connection with our Services, including re-billable monthly subscriptions or other periodic subscriptions (Subscription). With respect to Subscriptions subject to recurring periodically billing and/or automatic renewal, you agree that we may periodically submit charges to your designated method of payment without further authorization from you, until you provide prior notice to us that you wish to terminate this authorization or to change your method of payment. You agree to keep your contact information, billing information and credit card information (if applicable) up to date.

5.GRANT OF ACCESS AND END USER LICENCE
5.1.We grant you access to the Services during the applicable Order or Subscription term via standard web and mobile internet browsers:

5.1.1.in accordance with this Agreement and the applicable Product Terms;

5.1.2.for your internal business purposes; and

5.1.3.in accordance with the end-user technical documentation related to the Services (Documentation).

5.2.Certain independent, third party code may be included in the Service that are subject to open source licenses (Open Source Software). The Open Source Software is licensed under the terms of the license that accompanies such Open Source Software, and you are responsible for compliance with this Agreement and any applicable Open Source Software terms set out in the relevant Product Terms.

5.3.You must not, and not allow others to use or permit anyone else to access any Service:

5.3.1.to upload, send or receive any defamatory, unlawful, abusive or pornographic material or material that infringes the rights of third parties;

5.3.2.to upload, send or receive any material which is technically harmful, limits the functionality of software or hardware or intended to intercept communications;

5.3.3.for any purpose that is unlawful or fraudulent, involves resale of the Services, attempts to access unauthorised data or configurations or interferes with the functionality of the Services;

5.3.4.to send unsolicited mail messages, with any robot, spider or similar manual or automatic tool or process for any reason without our written consent use the Site; or

5.3.5.in breach of this Agreement or the relevant Product Terms.

5.4.Where the Services contain links to third party sites, we have no control over, do not accept, and we assume no responsibility for the content or products of such third-party sites.

5.5.We may temporarily suspend your access to the Services without notice for security reasons, system failure, maintenance and repair, or other similar circumstances. To the fullest extent permitted by law you agree that you will not be entitled to any refund or rebate for such suspensions.

6.UPDATES
6.1.From time to time, we may develop bug fixes, patches, new functionality, updates, upgrades and other modifications to improve the performance of the Services (Updates).

6.2.Updates may be automatically installed without providing any additional notice or receiving any additional consent. We may ask you to install Updates yourself, and you agree to promptly install any Updates provided by us.

6.3.Updates are subject to this Agreement and the relevant Product Terms together with any additional terms that may be provided with such Update. Your continued use of the Service following such Update is your agreement to all such additional terms.

7.CONTENT
7.1.Certain materials may be displayed or performed on the Services including, but not limited to text, data, graphics, images, video, audio, photographs, articles, and other materials (Content).

7.2.The Content may be owned by us or by others, including other users of the Services or our third-party partners. Use of the Services does not confer ownership rights to the Content. Except as may be expressly granted by us, you may use the Content solely for the Permitted Purpose in connection with the Services.

8.DATA AND PRIVACY
8.1.In delivering the Services, we may collect, process or disclose:

8.1.1.information about an identified individual, or an individual who is reasonably identifiable (Personal Information);

8.1.2.data generated by your software, hardware and computer systems (System), including configuration, performance, usage, consumption data, hardware identification, operating system, application software, peripheral hardware, internet protocol address (System Data); and

8.1.3.data, files or other information stored in your Systems (Customer Data).

8.2.Any Personal Information we collect will be collected, used and disclosed in accordance with our Privacy Policy. Our third-party payment provider Stripe collects and processes financial information for the purposes of processing payments. This Personal Information is subject to Stripe's Privacy Policy.

8.3.The relevant Product Terms will specifically identify what (if any) Personal Information, System Data or Customer Data is collected or processed in relation to that Service.

9.SERVICE REQUIREMENTS AND LIMITATIONS
9.1.Our Services are designed to work with:

9.1.1.a valid user account for the Service;

9.1.2.any requirements specified in the relevant Product Terms or Documentation in relation to the Services (Service Requirements).

9.2.You acknowledge that the Services will not work as described when the Service Requirements have not been met.

9.3.Notwithstanding the Service Requirements above being met:

9.3.1.we do not guarantee the Services will be available 100% of the time.

9.3.2.the Services may be subject to sporadic interruptions and failures for a variety of reasons beyond our control, including but not limited to network intermittency, broadband Internet service provider uptime, mobile Internet service provider uptime, reliability of mobile smartphone notifications (such as "push" notifications), and reliability of other third-party products and services (such as satellite communications) to which the Services rely or may be integrated with; and

9.3.3.the Services are not designed or intended for use in any hazardous environment requiring fail-safe performance or operation, including for use in any application or installation where failure could result in death, severe physical injury, or property damage.

9.4.You acknowledge these limitations and agree that we are not responsible for any damages allegedly caused by the failure or delay of the Services.

10.INTELLECTUAL PROPERTY
10.1.You acknowledge that the Services incorporate confidential and proprietary information and you must not disclose it to any person without our consent.

10.2.All rights, patents, trademarks, service marks, trade names, domain names, social media identifiers, designs, whether registered or unregistered (IPR) in the Services including any database operated by us, text, graphics, software, photos, video, music, sound, data, all software compilations, underlying source code (including applets and scripts) is our property (or that of our licensors). You shall not, and shall not attempt to, obtain any ownership or title to any such property. All rights are reserved.

10.3.The Services are made available for use or licensed, not sold. We own and retain all right, title and interest (including all IPR) in and to the Services.

10.4.Other than for the purposes of accessing the Services in accordance with this Agreement, none of the material listed above, in whole or in part, may be reproduced, distributed, copied, modified, distributed, published, downloaded, displayed, posted, performed or transmitted in any form or by any means, sold, rented, re-sold, licensed or sub-licensed, used to create derivative works, or in any way exploited without our prior express written permission.

10.5.Any feedback or suggestions that you provide to us is not confidential and may be used by us for any purpose without acknowledgement or compensation.

10.6.Any unauthorised use of the Services is strictly prohibited and will terminate the licence granted in this Agreement. No licences or rights are granted to you by implication or otherwise, except for the licences and rights expressly granted to you.

11.INDEMNIFICATION
11.1.To the fullest extent permitted by law, you agree to defend, indemnify, and hold us and our officers, directors, employees, affiliates, agents, licensors, and suppliers, harmless from and against any damages, claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting in connection with,

11.1.1.your or your Users' use of the Services, including without limitation your negligence and wilful misconduct;

11.1.2.you or your Users' violation of law or third party rights;

11.1.3.your or your Users' violation of this Agreement.

12.WARRANTY AND LIABILITY
12.1.We will use reasonable care and skill in performing our obligations under this Agreement and warrant that we have used industry standard techniques to prevent the Services at the time of delivery from injecting malicious software viruses into your Systems.

12.2.We accept liability for:

12.2.1.our fraud;

12.2.2.any implied contractual terms that cannot be excluded or limited under applicable law, including the Australian Consumer Law; and

12.2.3.any loss that flows naturally from our breach of this Agreement, however subject to clause 12.3 we limit such loss to an amount equal to the amount of the fees paid by you to us in the month in which the event giving rise to the loss occurred. These limitations will apply notwithstanding any failure of essential purpose of any remedy specified in this agreement. Multiple claims shall not expand the limitations specified in this clause.

12.3.If you are a consumer under the Australian Consumer Law:

12.3.1.the benefits of the warranties in this clause are in addition to any other rights and remedies in relation to the Services you may be entitled to under Australian Consumer Law;

12.3.2.Our Services come with guarantees that cannot be excluded under the Australian Consumer Law;

12.3.3.For major failures with the Service, you are entitled to cancel your agreement with us and to a refund for the unused portion, or to compensation for its reduced value;

12.3.4.If a failure with the Service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to cancel this Agreement and receive a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

12.4.Except as expressly stated in this Agreement:

12.4.1.the Services are provided on an "as is" and "as available" basis and all other warranties, conditions and other terms, whether express or implied, by statute, common law or otherwise are excluded to the fullest extent permitted by law.

12.4.2.we are not liable for any other losses or damages you may suffer, including any:

12.4.2.1.loss where the services have been modified (except by us) or has not been installed, used or maintained in accordance with this Agreement or the Documentation;

12.4.2.2.losses due to your failure to use or apply an applicable Update to the Services

12.4.2.3.loss caused by you or to the extent it results from your failure to take reasonable steps to avoid or minimise that loss;

12.4.2.4.loss caused by event falling outside our reasonable control;

12.4.2.5.indirect or consequential losses (including loss of revenue, profits, enjoyment or loss of business); or

12.4.2.6.losses you might suffer as a result of any harmful code or viruses, the quality of data or unauthorised access to information we hold.

12.5.Nothing in this Agreement shall attempt to exclude liability that cannot be excluded under applicable law.

13.DISPUTES

13.1.If a dispute arises between you and us, our goal is to provide you with a cost effective means of resolving the dispute quickly. We strongly encourage you to first contact us to seek a resolution. If your dispute is not resolved by contacting us, all legal notices and formal disputes should be sent to the address under 'Notices'

13.2.We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

14.NOTICES

14.1.Legal notices must be served (in the case of us) to: contactus@argos-security.io and (in the case of you), to the email address you provide to use during the registration process.

14.2.Notice will be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid or that the email has not been delivered. Alternatively, we may give you legal notice by mail to the address provided by you during the registration process. In such case, notice will be deemed given three days after the date of mailing.

15.FORCE MAJEURE

15.1.Neither party shall be liable for, nor shall either party be considered in breach of these terms due to, any failure to perform its obligations (other than its payment obligations) as a result of a cause beyond its control, including but not limited to, government direction, pandemic, state of emergency, act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications (including an upstream server block and Internet or other networked environment disruption or outage), power or other utility, labor problem, or any other cause, which could not have been prevented with reasonable care.

15.2.The party experiencing a force majeure event, shall use commercially reasonable efforts to provide notice of such to the other party

16.MISCELLANEOUS

16.1.We may amend this Agreement at any time by posting such amendments online on our website. You will be bound only to the version of the Agreement you agreed to at the time you purchase a Service.

16.2.Nothing in this Agreement shall be construed to create a joint venture, partnership or agency relationship between you and us and neither party shall have the right or authority to incur any liability, debt or cost or enter into any contracts or other arrangements in the name of or on behalf of the other.

16.3.You may not assign or otherwise deal with all or any of your rights or obligations under this Agreement. We shall have the right to assign all or any of our rights and or delegate or sub-contract our obligations under this Agreement to any person.

16.4.We shall not be liable for any breach of our obligations under this Agreement where we are hindered or prevented from carrying out our obligations by any cause outside our reasonable control.

16.5.No waiver by us of any default of yours under this Agreement shall operate or be construed as a waiver by us of any future defaults.

Notices to by given to either party shall be in writing and shall be delivered by hand, electronic mail or in the case of you sending us a notice, at contactus@argos-security.io

16.6.This Agreement is governed and interpreted by the laws of Victoria, Australia. Each party submits to the non-exclusive jurisdiction of the courts in that state

PRODUCT TERMS – ARGOS SECURITY MONITORING

ARGOS PRODUCT TERMS

16.7.These Product Terms are in addition to the master agreement (Agreement) between you and us and govern your relationship with ARGOS Cloud Security Pty Ltd. (us, our) when you access or use in any way our proprietary ARGOS software-as-a-service product and its outputs or capabilities (ARGOS).

16.8.Unless stated otherwise, capitalised terms in these Product Terms have the meaning given to them in the Agreement.

16.9.To the extent of any inconsistency, these product terms take precedence over the Agreement to the extent they apply to ARGOS.

17.ARGOS MONITORING
17.1.ARGOS is designed to:

17.1.1.monitor eligible Systems;

17.1.2.validate System configurations against a set of pre-defined rules selected by you (Rules); and

17.1.3.notify you when a System does not comply with a Rule (Rule Violation).

17.2.You acknowledge that:

17.2.1.ARGOS does not interface directly with your Systems;

17.2.2.ARGOS merely identifies Rule Violations and is not a substitute or replacement for a certified security audit;

17.2.3.you are solely responsible for selecting which Rules will be monitored in relation to which System and whether a Rule is appropriate for your security posture;

17.2.4.ARGOS is not designed to find, locate, or discover any vulnerabilities other than Rule Violations; and

17.2.5.ARGOS does not prevent or guarantee against loss suffered by any person due to threats, malware or malicious software or other security breaches and you agree not to hold us responsible for any losses suffered by you or any other person due to such matters.

18.ARGOS REMEDIATION
18.1.Upon becoming aware of a Rule Violation:

18.1.1.ARGOS provides you with an option to adjust the settings or configuration of your Systems such that the Rule Violation is resolved (Remediation); or

18.1.2.you may ask ARGOS to ignore the Rule Violation.

18.2.Provided you have authorised ARGOS to do so, ARGOS will Remediate the Rule Violation.

18.3.If you request ARGOS to perform a Remediation (either automatically or on request in relation to a Rule Violation), you acknowledge and agree that:

18.3.1.a Remediation merely ensures the identified configuration complies with your pre-determined Rule;

18.3.2.we do not know and make no representation or warranty as to the flow-on impact of performing a Remediation;

18.3.3.you must consider the implications of performing the Remediation and you accept all risks in instructing ARGOS to perform a Remediation;

18.3.4.changes to configurations or settings may adversely affect other aspects of a System, increase security vulnerabilities, or make the System unavailable to your users;

18.4.You represent and warrant that:

18.4.1.you own or have a right of use from a third party, and control, directly or indirectly, all of the Systems that will be monitored or Remediated by ARGOS;

18.4.2.to the extent required under any law you authorise ARGOS to perform the functionality described in these Product Term in respect of the Systems and to process and transmit data through the Systems to the extent necessary for ARGOS to perform its operations; and

18.4.3.you have a lawful basis in having ARGOS make changes to the Systems.

19.ARGOS USE OF DATA
19.1.ARGOS does not access, collect or use Customer Data.

19.2.ARGOS collects and processes Personal Information consisting of identity information (name, email address, contact number) for the purposes of opening and maintain an account with us. This Personal Information is subject to our Privacy Policy

19.3.ARGOS collects ad processes System Data for the purpose of delivering the features and functionality of ARGOS.

19.4.At the end of your subscription period we will make the System Data collected by us and all reports and analyses produced by ARGOS available for you to access and download in accordance with the Documentation.

20.ARGOS Open Source Attribution

20.1.Discrete portions of ARGOS may include open source software code. Please see the attribution notices below

20.1.1.Angular: https://angular.io/license (MIT)

20.1.2.azure/msal-angular: https://www.npmjs.com/package/@azure/msal-angular#license (MIT)

20.1.3.azure/ng-deploy: https://github.com/Azure/ng-deploy-azure/blob/master/License.txt (MIT)

20.1.4.stripe/stripe-js: https://www.npmjs.com/package/@stripe/stripe-js (MIT)

20.1.5.chart.js: https://www.npmjs.com/package/chart.js#license (MIT)

20.1.6.chartjs-plugin-colorschemes: https://www.npmjs.com/package/chartjs-plugin-colorschemes#license (MIT)

20.1.7.dayjs: https://www.npmjs.com/package/dayjs#license (MIT)

20.1.8.msal: https://www.npmjs.com/package/msal#license (MIT)

20.1.9.ng2-charts: https://www.npmjs.com/package/ng2-charts#license (MIT)

20.1.10.ngx-stripe: https://www.npmjs.com/package/ngx-stripe#license (MIT)

20.1.11.rxjs: https://github.com/reactivex/rxjs/blob/HEAD/LICENSE.txt (Apache 2.0)

20.1.12.tslib: https://github.com/microsoft/tslib/blob/master/LICENSE.txt (BSD Zero Clause)

20.1.13.zone.js: https://www.npmjs.com/package/zone.js#license (MIT)

20.1.14.dotnet core: https://github.com/dotnet/core/blob/master/LICENSE.TXT (MIT)

20.1.15.azure sdk for dotnet: https://github.com/Azure/azure-sdk-for-net/blob/master/LICENSE.txt (MIT)

20.1.16.Handlebars.Net: https://github.com/rexm/Handlebars.Net/blob/master/LICENSE (MIT)

20.1.17.Microsoft.IdentityModel.Protocols: https://github.com/AzureAD/azure-activedirectory-identitymodel-extensions-for-dotnet/blob/dev/LICENSE.txt (MIT)

20.1.18.Microsoft.NET.Sdk.Functions: https://github.com/Azure/azure-functions-vs-build-sdk/blob/main/LICENSE (MIT)

20.1.19.Refit: https://github.com/reactiveui/refit/blob/master/COPYING (MIT)

20.1.20.Stripe.net: https://github.com/stripe/stripe-dotnet/blob/master/LICENSE (Apache 2.0)

20.1.21.System.Interactive.Async: https://github.com/dotnet/reactive/blob/master/LICENSE (MIT)