

Subscription & Service Level Agreement

1. Overview

This Subscription and Service Level Agreement ("Agreement") is automatically in effect upon the purchase of any subscription tier by the customer, hereinafter referred to as "Subscriber" from Can I Phish Pty Ltd, hereinafter referred to as "CanIPhish". This Agreement outlines the terms and conditions governing use of the CanIPhish Cloud Platform ("Platform") and the associated subscription services.

2. Subscription Tiers and Features

CanIPhish offers two paid subscription tiers: Professional and Enterprise. For a detailed description of each feature and what it provides, please see the [CanIPhish Pricing Page](#).

Professional Tier:

Includes the following features: Advanced Phishing Simulator, Learning Management System, Training Module Library, Phishing Email Library, Conversational Phishing Engine, Callback Voice Phishing, Hosted Phishing Websites, Sender Domain Spoofing, Azure AD Integration, Google Workspace Integration, Gmail Report Phish Add-on, O365 Report Phish Add-on, Advanced Reporting, Customizable Notifications, Built-In Gamification, Video Walkthroughs, Verbose Knowledge Base, Configurable Storage Locations¹, Self-Service Subscriptions, and Standard Customer Support.

Enterprise Tier:

Includes all features listed in the Professional tier, plus: Single Sign-On (SAML), Platform White-Labeling, Dark Web Monitoring, and Premium Customer Support.

3. Customer Support

CanIPhish will provide technical support based on the customer support plan purchased.

Standard Customer Support:

Includes support via Email and Live Chat.

Standard Customer Support – Response Times		
Severity Level	Support Channel	Response Time
Critical (Level 1)	Email, Live Chat	24 hours

¹ Storage Locations Include: United States of America, Australia, United Kingdom, Canada, South Africa, Germany, United Arab Emirates, Singapore, India, and Brazil.

High (Level 2)	Email, Live Chat	36 hours
Medium (Level 3)	Email, Live Chat	48 hours
Low (Level 4)	Email, Live Chat	72 hours

Premium Customer Support:

Includes support via Video Conference, Email and Live Chat.

Premium Customer Support – Response Times		
Severity Level	Support Channel	Response Time
Critical (Level 1)	Video Conference, Email, Live Chat	12 hours
High (Level 2)	Video Conference, Email, Live Chat	18 hours
Medium (Level 3)	Email, Live Chat	24 hours
Low (Level 4)	Email, Live Chat	48 hours

Severity Level Key:

Critical (Level 1):

- Definition: Critical issues that render the Platform unusable, resulting in a complete disruption of service.
- Examples: Total system outage, critical security vulnerabilities.

High (Level 2):

- Definition: High-impact issues causing significant degradation in performance or functionality.
- Examples: Major functionality loss, significant performance degradation.

Medium (Level 3):

- Definition: Issues causing noticeable problems but not critical or high-priority.
- Examples: Non-critical software bugs, issues affecting a subset of users.

Low (Level 4):

- Definition: Minor issues or non-urgent inquiries that have minimal impact on the subscriber's use of the Platform.
- Examples: General questions, cosmetic issues, minor feature requests.

4. Subscription Terms

Subscribers can choose from monthly, annual, or multi-year subscription terms with a minimum employee count of 11 for the Professional tier. The Enterprise tier is available in annual or multi-year options with a minimum employee count of 50. Subscriptions, by default, are set to auto-

renew and can be set to cancel at the end of the billing period² if configured by Subscribers or otherwise mutually agreed with CanIphish.

In the event of cancellation, subscriptions revert to a perpetual free tier at the end of the billing period. Access to the platform is allowed, but a subset of functionality is restricted, and training or phishing is limited to 10 employees.

5. Renewal Notification

Customers will be notified by email seven (7) days in advance of their subscription renewal date. Customers can action cancellations at any time, with the cancellation taking effect at the end of the billing period.

6. Fees and Payment

CanIphish prefers subscription payments through credit card in USD, AUD, GBP, NZD, EUR, or CAD. International Money Transfers are also accepted for Enterprise subscription customers. All fees shall be due within seven (7) days of the invoice date unless otherwise specified. In the event of any payment delay, CanIphish may suspend or terminate the provision of services until full payment is received.

7. Legal Jurisdiction

CanIphish is based in Queensland, Australia, and operates within the legal jurisdiction of Queensland. Any disputes arising under or in connection with this Agreement shall be resolved in accordance with the laws of Queensland.

8. Service Availability Outline

Service Availability

CanIphish is committed to providing a high level of service availability for the Can I Phish Cloud Platform ("Platform"). Service availability is defined as the percentage of time during which the Platform is operational and accessible to subscribers.

Target Service Availability

CanIphish aims to achieve a service availability level of **99.9% ("Three Nines")** over any given calendar month. This percentage is calculated based on the total minutes in a month, excluding scheduled maintenance periods.

² Monthly subscriptions have a 1-month billing period. Annual subscriptions have a 1-year billing period. Multi-year subscriptions have a billing period as mutually agreed between the Subscriber and CanIphish.

Calculation of Service Availability

Service Availability is calculated using the following formula:

Availability Percentage = $((\text{Total Minutes} - \text{Downtime Minutes}) / \text{Total Minutes}) \times 100$

- **Total Minutes:** The total number of minutes in a calendar month.
- **Downtime Minutes:** The total number of minutes during which the Platform is unavailable.

Scheduled Maintenance

CanIphish may conduct scheduled maintenance activities to enhance and maintain the Platform. During scheduled maintenance, the Platform may be temporarily unavailable. Subscribers will be notified of scheduled maintenance in advance, and efforts will be made to minimize the impact on service availability.

Monitoring and Reporting

CanIphish employs monitoring tools to track the availability of the Platform continuously. In the event of any service disruptions or downtime, CanIphish will make all reasonable efforts to restore service promptly.

Exclusions

Service availability does not include downtime resulting from:

- Subscriber-specific issues, including configuration errors or misuse of the Platform.
- Downtime caused by third-party services or infrastructure beyond CanIphish's control.
- Force majeure events or circumstances beyond reasonable control.

Reporting and Transparency

CanIphish is committed to transparency regarding service availability. Reports on service availability, including any incidents and their resolutions, may be provided to subscribers upon request or through a dedicated service status page.

9. Service Level Agreement (SLA) Remedies

In the event that CanIphish fails to meet the target service availability level of 99.9% in a given calendar month, subscribers may be eligible for a 10% discount of the subscription value for the given calendar month.

10. Intellectual Property

CanIphish retains all right, title, and interest in and to the Platform, including all intellectual property rights associated therewith.

Subscriber acknowledges that its use of the Platform does not grant it any ownership rights in the Platform or its underlying intellectual property.

CanIPhish grants Subscriber a limited, non-exclusive, non-transferable license to use the Platform solely for the purpose of receiving the subscribed services during the term of this Agreement.

11. Confidentiality

The Subscriber and CanIPhish agree to maintain the confidentiality of any proprietary or confidential information disclosed to each other during the term of this Agreement.

12. Data Protection and Privacy

CanIPhish shall implement reasonable measures to protect the security and integrity of Subscriber Data in accordance with applicable data protection laws and regulations as outlined in the [CanIPhish Data Processing Agreement](#).

13. Limitation of Liability

Except for liability arising from a party's gross negligence, or willful misconduct, in no event shall either party's aggregate liability exceed the amount paid by the Subscriber to CanIPhish in the twelve (12) months immediately preceding the incident. In no event shall either party be liable for any indirect, incidental, special, consequential, or punitive damages, including, without limitation, damages for loss of profits, revenue, or data, whether in an action in contract, tort (including negligence), or otherwise, even if the party knew or should have known that such damages were possible.

In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to you. These limitations shall apply to the fullest extent permitted by law.

14. Legacy Subscriptions

If a Subscriber enrolled in a subscription tier that is now end-of-sale, the subscription benefits from all functionality offered under the Enterprise subscription tier.

15. Agreement Modifications

CanIPhish reserves the right to modify this Agreement. Subscribers will be notified of any changes, and continued use of the Platform after notification constitutes acceptance of the modified Agreement.

By accessing and using the CanIPhish Cloud Platform, the Subscriber agrees to be bound by the terms outlined in this Subscription and Service Level Agreement.

Last Updated: 15th November 2024