

SUPPLEMENTAL TERMS - CE PLUS SECURITY CONSULTANCY

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1 Acknowledgement

The End Customer hereby acknowledges and agrees that:

- 1.1 The Scheme is intended to reflect that certificated organisations have themselves established the Security Profile set out in the Scheme documents and that receipt of a Scheme Certificate does not indicate or certify that the certificate holder is free from cyber security vulnerabilities or their attendant risks.
- 1.2 Grant McGregor has not warranted or represented the Scheme or certification there under as conferring any additional benefit to the End Customer.
- 1.3 Grant McGregor shall not be liable in perpetuity for any actions, losses damages, judgements, legal fees, costs, fines, claims or expenses incurred by the End Customer or legal proceedings which are brought or threatened against the End Customer by a third party in the event of:
 - 1.3.1 Any breaches by the End Customer of the Data Protection Legislation that is in force;
 - 1.3.2 Any security breach of or vulnerability in the End Customer's systems and processes;
Unless such breach results directly from the negligence of Grant McGregor, its employees or subcontractors.
- 1.4 There is a small risk that Vulnerability Testing carried out by Grant McGregor subcontractor may cause problems in the End Customer's IT systems, including routers and / or firewalls ceasing to function correctly and database and storage access issues. The testing of the End Customer's IT systems for correct functioning after Grant McGregor subcontractor Vulnerability Testing and any necessary reconfiguration and any associated costs shall be the End Customer's sole responsibility; and
 - 1.4.1 Whilst Grant McGregor subcontractor warrants that it shall use reasonable care during the execution of Vulnerability Tests, they shall not be liable for any losses or damage which arise either directly or indirectly from its access to the End Customer's IT infrastructure.
- 1.5 The Scheme Certificate shall only be issued by Grant McGregor subcontractor when Grant McGregor subcontractor, at its sole discretion is satisfied that the End Customer meets the criteria set out by the Authority.

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