

Okta Personal Terms of Use for Individuals in Australia

Last Updated: December 5, 2023

These Okta Personal Terms of Use (the “Terms”) are a binding agreement between you (“You” or “Your”) and Okta, Inc. (“Okta,” “We,” “Our,” or “Us”), which govern Your access and use of Okta Personal, whether accessed through a web browser or plug in, desktop client, or mobile application (“Okta Personal”).

Please read these Terms carefully before downloading, installing, or using Okta Personal. IF YOU DO NOT AGREE TO (OR CANNOT COMPLY WITH) THESE TERMS, YOU MAY NOT USE OR ACCESS OKTA PERSONAL AND PLEASE DO NOT DOWNLOAD OKTA PERSONAL. By clicking “Accept” or otherwise using or accessing Okta Personal, You accept these Terms and represent that You: (i) are bound by these Terms, (ii) are the age of majority in the jurisdiction where You reside, and (iii) have the power to, and may legally, enter a binding contract with Okta. You will not be granted access to use Okta Personal unless You accept these Terms and the Privacy Policy. If any acceptance, confirmation, or other communication from You states terms or conditions additional to or different from these Terms, those additional or different terms or conditions are hereby deemed material alterations, notice of Okta’s objection to and rejection of them is hereby given, and those additional or different terms or conditions shall have no effect.

1. **Third Party Services.** These Terms do not apply to third-party websites, services and applications (“Third-Party Services”) integrated with or that You may link to Okta Personal. We are not responsible for, do not endorse, and have no control over the content or practices of Third-Party Services. We recommend You review the terms and policies of any Third-Party Service You access through Okta Personal. Okta provides such links only as a convenience, and if You access Third Party Services through Okta Personal, You do so at Your own risk.
2. **Registration.** When You create an account with us (“Your Account”), You shall:
 - Keep Your Account information and password confidential;
 - Notify Okta immediately by email to okta_personal@okta.com of any actual or suspected unauthorized use of Your Account;
 - Use Your Account solely for Your personal and non-commercial use;
 - Not share or transfer Your Account or the right to access Your Account to any third party;
 - Be solely responsible for all activities that occur through Your Account;
 - Provide only true, accurate, current, and complete information and always keep it up-to-date; and
 - Not select or use credentials of another person or entity with the intent to impersonate that person or entity or use credentials in which another person has rights without such person’s authorization.

Okta will not be responsible for any loss to You caused by Your failure to comply with any of the foregoing rules. Any failure to comply with the foregoing rules shall constitute a breach of these Terms, which may result in suspension or immediate termination of Your Account, at Okta's discretion.

3. **Purchases.** While Okta Personal is currently free to You, You may be offered the opportunity to purchase, subscribe to or otherwise obtain products or services accessible or made available through Okta Personal. Some features may only be available based on a subscription purchased by You or a third party. You authorize Okta (or a company chosen to act on behalf of Okta) to charge the credit card, debit card, mobile services account, or other payment method provided in connection with any such transaction and will pay all charges incurred in connection with any such transaction.
4. **Term and Termination.** These Terms will be effective on the date You first use or access Okta Personal and will continue until terminated. You may terminate these Terms by deactivating Your Account at any time by emailing us at okta_personal@okta.com, however, if You re-download or re-commence use or access to Okta Personal, then You must accept the current version of these Terms to access or use Okta Personal. Okta may terminate these Terms at any time at its sole discretion. If You fail to comply with any of these Terms, Okta may, suspend or terminate Your Account, and preclude you from accessing Okta Personal. Okta further reserves the right to modify, suspend, or discontinue Okta Personal (or any part or content thereof) at any time. Upon any termination of these Terms, all rights granted to You and all benefits accrued by You under these Terms will cease, Your Account will be deactivated, and You must promptly discontinue all use of Okta Personal. Upon termination of these Terms or deactivation of Your Account as provided hereunder, Okta may delete Your Account and destroy or de-identify all associated data. The terms and conditions of these Terms which by their nature should survive termination of these Terms shall survive any termination of these Terms.
5. **Ownership.** Okta retains all right, title and interest in and to (including intellectual property rights to) (a) Okta Personal, including all text, files, images, graphics, illustrations, information, data, audio, video, photographs, advertising, and other content and materials comprising, available on or provided from or through Okta Personal and (b) Okta's name, logo and other marks, and all intellectual property rights related to each of the foregoing, including, without limitation, all modifications, enhancements, derivative works, and upgrades. Okta Personal is licensed to You solely to the extent provided in these Terms. All rights in and to Okta Personal not expressly granted to You in these Terms are expressly reserved by Okta.
6. **Usage Rights.** You may, solely during the period provided in Section 5, access and use Okta Personal in accordance with these Terms for Your own personal and individual use only. You may not modify, copy or reproduce, perform, display, create derivative works from, republish, post, transmit, participate in the transfer or sale of, distribute, or in any way

exploit any portion of Okta Personal without the prior written permission of Okta. Your use of the Third-Party Services will be governed by the applicable third-party license(s), copies thereof which are available on the Okta website at <https://www.okta.com/trustandcompliance/>. In the event of an express conflict between a third-party license and these Terms, such third-party license shall control solely with respect to the specific Third-Party Services.

7. **Your Data.** “Your Data” means any data and content uploaded by You or on Your behalf to Okta Personal. You retain all of the rights in and to Your Data. You hereby grant Okta a royalty-free, fully paid-up, perpetual, irrevocable, worldwide license to store, retrieve, backup, restore, and otherwise copy Your Data so that we may provide You with Okta Personal, including for legitimate business purposes such as fraud prevention as outlined in the Privacy Policy. You shall not to upload or provide Your Data that: (a) is libelous, defamatory, obscene, abusive, pornographic, threatening, or an invasion of privacy or includes any offensive comments; (b) infringes, misappropriates, or otherwise violates any intellectual property rights of any third party; (c) is illegal or violent or advocates or promotes illegal or violent activities; or (d) or is otherwise in violation of these Terms. You represent and warrant to Okta that You own all right, title, and interest in and to Your Data that You provide or upload to Okta Personal, or that You have sufficient rights to grant Okta the rights discussed in these Terms.
8. **Feedback.** Any feedback, ideas, suggestions, or any other comments You may provide to Us regarding Okta Personal (“Feedback”) is voluntary, gratuitous, and will not place Okta under any obligation to You. You hereby grant Okta a perpetual, irrevocable, unrestricted, royalty-free right and license to use Feedback in any lawful manner, without compensation and without any obligation to You.
9. **Restrictions.** You shall not (a) modify, prepare derivative works of, or reverse engineer, Okta Personal; (b) use Okta Personal in a way that does or attempts to abuse or disrupt Our networks, user accounts, or Okta Personal; (c) store within, upload or transmit any harassing, indecent, obscene, or unlawful material, or any type of virus, malware, or malicious code; (d) upload or transmit any material that may infringe the intellectual property, privacy, or other rights of third parties through Okta Personal; (e) use Okta Personal to commit fraud or impersonate any person or entity; (f) remove, bypass or circumvent any electronic protection measures of, or related to, Okta Personal; (g) use Okta Personal for any commercial purposes, provided that Okta Personal features that are available for an enterprise version of Okta used by You with Okta-provided tools and links are permitted, subject to the permissions granted by your enterprise Okta administrator; (h) violate these Terms, the terms of any Third-Party Service, or any third-party license, or any local, state, federal or international law, rule or regulation or any other requirements or restrictions posted by Okta on its website or in the application; or (i) sell, resell, loan, share, lease or sublease Okta Personal, user accounts or access to Okta Personal.

10. Copyright Infringement Claims. Just as Okta requires users of Okta Personal to respect the copyrights and other intellectual property rights of Okta, its related bodies corporate, affiliates, and other third parties, Okta respects the copyrights and other intellectual property rights of users of Okta Personal and other third parties. In accordance with the Digital Millennium Copyright Act (DMCA), if You believe in good faith that Your copyrighted work has been reproduced in Okta Personal without authorization in a way that constitutes copyright infringement, You may notify Okta's designated copyright infringement agent in accordance with Okta's copyright infringement notification policy, available at: <https://www.okta.com/copyright/>.

Exclusions of certain warranties and limitations or liability are not allowed in some jurisdictions, therefore some of the below exclusions and limitations may not apply to users located in those jurisdictions.

11. Disclaimer. ACCESS TO AND USE OF OKTA PERSONAL IS AT YOUR SOLE RISK, AND YOU ASSUME ALL SUCH RISK ARISING OUT OF YOUR ACCESS TO OR USE OF OKTA PERSONAL). OKTA PERSONAL IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) OKTA HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO OKTA PERSONAL, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OF NON-INFRINGEMENT, TITLE OR QUIET ENJOYMENT, (B) OKTA MAKES NO WARRANTY THAT OKTA PERSONAL WILL BE COMPLETE, ACCURATE, AVAILABLE, TIMELY, SECURE, RELIABLE, ERROR-FREE OR FREE FROM INTERRUPTIONS, CRASHES, DOWNTIME OR OTHER FAILURES, OR WILL MEET YOUR REQUIREMENTS, AND (C) UNDER NO CIRCUMSTANCES WILL OKTA, ANY OF ITS RELATED BODIES CORPORATE, AFFILIATES OR ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES ASSOCIATED WITH OKTA PERSONAL, OR ANY OF THE RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, LICENSORS, LICENSEES OR REPRESENTATIVES OF ANY OF THE FOREGOING BE LIABLE IN ANY WAY FOR OKTA PERSONAL.
12. Limitation; Waiver. IN NO EVENT WILL OKTA, NOR ANY OF ITS AFFILIATES, NOR ANY OF THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, LICENSORS, LICENSEES OR REPRESENTATIVES BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING LOSS OF PROFITS, DATA, USE, AND GOODWILL AND OTHER INTANGIBLE LOSSES), WHETHER IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, RESULTING FROM OR IN CONNECTION WITH YOUR ACCESS TO OR USE OF (OR YOUR FAILURE TO GAIN ACCESS TO OR USE OF) OKTA PERSONAL, EVEN IF OKTA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. OKTA'S TOTAL AGGREGATE LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS IS LIMITED TO \$100.

13. Indemnification. You hereby agree to indemnify, defend, and hold harmless Okta, its affiliates, and their owners, officers, directors, employees, agents, contractors, licensors, licensees or representatives from any and all claims, losses, liabilities, damages, fees, expenses, and costs (including attorneys' fees, court costs, damage awards, and settlement amounts) that result from or arise out of (a) a breach or alleged breach by You of these Terms, (b) violation by You of any applicable law, rule or regulation, (c) any content You upload to Okta Personal, including Your Data and/or any infringing, offensive, or otherwise non-compliant material, or (d) Your access to or use of Okta Personal. Okta will provide You with notice of any such claim or allegation, and Okta will have the right to participate in the defense of any such claim at its expense.
14. Notices. Except as expressly stated otherwise, any notices required or allowed under these Terms will be given to Okta by postal mail to Okta, Inc., ATTN: LEGAL, 100 First Street, Floor 6, San Francisco, CA 94105, USA with a copy, which shall not constitute notice, to legal@okta.com with the words "LEGAL NOTICE" in the subject line. If applicable law requires Okta to accept e-mail notices (but not otherwise), then You may send Okta an e-mail notice at legal@okta.com with the words "LEGAL NOTICE" in the subject line.
15. Third-Party Beneficiaries. Okta's affiliates are intended third-party beneficiaries under these Terms with the right to enforce the provisions that directly concern Okta Personal or other Okta technologies to which they have rights.
16. Assignment. You may not assign, delegate or transfer these Terms or any of Your rights hereunder, and any attempt to do so will be null and void. We may assign these Terms to our related bodies corporate or affiliates at any time without notice to you.
17. Choice of Law, Jurisdiction, Venue and Class Action Waiver. Subject to applicable law, these Terms will be governed by the laws of the State of California, without giving effect to any conflict of laws principles that would require application of the laws of another jurisdiction or application of the Terms the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. You hereby irrevocably and unconditionally consent to the jurisdiction and venue in the state and federal courts sitting in San Francisco, California for any dispute arising in connection with these Terms. In any such dispute, the prevailing party will be entitled to recover its reasonable attorneys' fees and expenses from the other party. ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. NEITHER YOU NOR OKTA WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. To the maximum extent permitted by law, You permanently and irrevocably waive the right to bring any claim in connection with these Terms in any forum unless You provide Okta with written notice of the events or facts giving rise to the claim within one (1) year of their occurrence. Notwithstanding the foregoing, as a consumer You will benefit from the mandatory provisions of the laws

of the country in which you reside. Nothing in these Terms, including this provision regarding governing law and jurisdiction, affects your rights as a consumer to rely on such mandatory provisions of your local laws.

18. International Users. Okta Personal is operated out of the United States of America and data (including Your Data) may be stored and processed internationally. Okta does not represent that content presented in Okta Personal is appropriate (or, in some case, available) for use in locations outside of the United States. You are responsible for complying with all applicable laws, rules and regulations including, but not limited to export, privacy and data protection laws and regulations. You acknowledge that Okta Personal may be subject to export control and trade sanctions laws in the United States and other countries. You may not access, use, export, or disclose any portion of Okta Personal in violation of applicable export control and sanctions laws. Thus, no software of applications that are part of Okta Personal may be downloaded, exported or re-exported: (1) into (or to a national or resident of) Cuba, Iran, North Korea, Syria, the Luhansk, Donetsk, or Crimea regions of Ukraine, or any other country or territory to which the United States has embargoed the exports of goods, services, or technology, or prohibited transactions with persons located therein; or (2) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading any software or applications in connection with Okta Personal or otherwise accessing Okta Personal, You represent and warrant that You are not located in, under the control of, or a national or resident of, any such country or on any such list.

19. Third Party Platform and Store Terms and Policies. If and to the extent the Apple App Store and/or the Google Play Store or other relevant third-party store or platform modify their rules for downloading or using mobile applications including Okta Personal, Okta shall not be responsible or liable for any such modifications, including any that vary from these Terms. Certain products, services, content, or functionality provided through Okta Personal (or otherwise provided by Okta) may include products, platforms, content, functionality or software provided by Google Inc. ("Google"). By using such Google-provided materials, You hereby agree to be bound by Google's Terms of Use located at <https://www.google.com/intl/en/policies/terms/>. In addition, Your use of software in connection with the Android version of the mobile application for Okta Personal is further subject to certain third-party licenses, which license and source code can be found at <http://source.android.com/source/licenses.html>, to which You hereby agree to be bound.

The mobile application for Okta Personal which is downloaded to an Apple product uses the iOS software development kit from Apple, Inc. ("Apple"), but Okta is solely responsible for such mobile applications and the content thereof. By using or accessing the applications via an Apple product, You acknowledge and agree that these Terms are between You and Okta and not with Apple. Furthermore, Your access or use of the Okta applications on an Apple product is limited to Apple products You own or control and as

permitted by the usage rules set forth in the App Store Terms of Service. Okta is responsible for addressing any claims You may have related to the use and/or possession of an Okta application, including, but not limited to: (a) product liability claims; (b) any claim that an Okta application fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. Okta is responsible for providing any maintenance or support services with respect to any Okta application. Apple is not responsible for any third-party claim that an Okta application, or Your possession and use of an Okta application, infringes a third party's intellectual property rights. You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms but only to the extent it relates to an Okta application used on an Apple product, and Apple has the right (and will be deemed to have accepted the right) to enforce these Terms against You as a third-party beneficiary thereof.

20. Entire Agreement. These Terms sets forth the entire understanding of the parties with respect to the subject matter hereof and supersede any and all prior oral and written terms or understandings between the parties regarding such subject matter.
21. Severability/Waiver. The waiver by either party of a breach of any provision of these Terms will not operate or be interpreted as a waiver of any other or subsequent breach. If for any reason any provision of these Terms shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.
22. Changes. Okta reserves the right, at any time and without notice, to add to, change, update, or modify Okta Personal or these Terms, simply by posting such addition, change, update, or modification on Okta Personal. If Okta wishes to make material changes to the Terms, Okta will provide You with prior notice, as appropriate under the circumstances and as may be required by applicable law. Okta may do so, either by displaying a notice to you within Okta Personal, requesting your consent to such changes when You access Okta Personal, or by sending an email to Your Account's registered e-mail address or by any other electronic means for which you have provided us your information. You are responsible for monitoring Okta Personal for such changes. Any such addition, change, update, or modification will be effective at the date mentioned in the notice or your consent thereto (as applicable). Your continued use of Okta Personal following posting or providing of any such addition, change, update, or modification will constitute Your consent to be bound by the addition, change, update, or modification. If You do not agree to be bound by the addition, change, update, or modification, You must immediately terminate all use and access of Okta Personal.
23. Beta Terms. Okta may test various products or features (each a "Beta Product"). You agree that these Beta Terms are separate and independent agreements for each such

separate Beta Product that you may test. In the event You use a Beta Product version of Okta Personal, the following terms apply in addition to the Terms, but take precedence over the Terms, for the use of a Beta Product:

- a) **Beta Test Participation.** Any Beta Product that is still in a testing phase will likely contain errors. In addition to the other disclaimers herein, You agree that any Beta Product is provided “AS IS” and “AS AVAILABLE.” You understand and agree that We may change, withdraw, terminate Your access to, testing of and/or use of, or discontinue the Beta Product (or any portion thereof) at any time in Our sole discretion. During the term of these Beta Terms, You will use commercially reasonable efforts to provide Feedback and report issues or problems related to Your use of the Beta Product on a reasonable basis or as otherwise agreed (such as via email). You shall not disclose the Feedback to any third party and You hereby assign to Okta all right, title, and interest in and to any Feedback, without any right to compensation or any other obligation from Okta.
- b) **Confidentiality.** “Confidential Information” means all information disclosed by Okta to you, or accessed or provided by you, relating to the Beta Product, including but not limited to, your use, your relationship with Okta, Feedback, and any other information made available for Beta Testing, except to the extent made public by Okta. You agree to: (i) only use the Confidential Information as necessary to use or test the Beta Product; (ii) will maintain Confidential Information in strict confidence and use the same degree of care that you use to protect your own Confidential Information, which shall be at least reasonable care; and (iii) not disclose the Confidential Information to any third party. You agree to not make public any information related to the Beta Product without Okta’s prior written approval, which Okta may grant or withhold, in its sole discretion. You remain liable for any misuse or unauthorized use or disclosure of Confidential Information. This confidentiality provision supersedes any prior agreements between the parties solely with respect to Confidential Information exchanged under the terms of these Terms.
- c) **Term.** With respect to each Beta Product, unless terminated earlier in accordance with the terms herein, the term of this Section 29 (Beta Terms) will begin on the date You first use or access the Beta Product and continue until the earlier of: (i) date specified by Okta, in Okta’s sole discretion, (ii) the date in which Okta makes such Beta Product generally publicly available (at which point the Okta Personal Terms shall apply); or (iii) the date at which Okta decides to discontinue the Beta Product. In the event of termination (except if the Beta Product becomes generally publicly available), You must cease use of the Beta Product upon termination.