

CyberCX Services Pty Ltd - WEBSITE TERMS OF USE

This website (**Site**) is operated by [CyberCX Services Pty Ltd] ABN 90 629 363 328 (**we, our or us**).

By accessing and/or using our Site, you agree to these terms of use and our Privacy Policy (available on our Site) (**Terms**).

Changes to the Terms

We may change these Terms from time to time by publishing the varied terms on our Site. We recommend you check our Site regularly to ensure you are aware of our current terms.

No unlawful, infringing or offensive activity

You must not post or transmit to or via the Site any information or material or otherwise use the Site for any activity which breaches any laws or regulations, infringes a third party's rights or privacy or is contrary to any relevant standards or codes, including generally accepted community standards. You must also not permit or enable another person to do any of those things.

No viruses or other interference

You must not transmit to or via the Site any virus or other information or material or otherwise use the Site in a way which:

- tampers with, hinders the operation of or makes unauthorised modifications to the Sites;
- inhibits any other user from using the Site;
- defames, harasses, threatens, menaces or offends any person; or
- contains obscene, indecent, inflammatory or pornographic material or material that could give rise to civil or criminal proceedings.

You must also not permit or enable another person to do any of those things.

We may suspend or terminate your access

We may suspend or terminate your access to all or any part of the Site at any time, if in our reasonable opinion you breach these Terms.

Ownership of content on the Site

Unless otherwise indicated, we own or licence all rights, title and interest (including intellectual property rights) in our Site and all content on the Site. Your use of our Site and

your use of and access to any content on the Site does not grant or transfer to you any rights, title or interest in relation to our Site or its content.

To the extent that you submit, post, transmit or otherwise make any material available via the Site, you grant to us, a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable licence to use, reproduce, modify, adapt, publish or communicate to the public your content for the reasonable purposes of our business, and the right to sub-license those rights to others. You also consent to any act or omission that would otherwise infringe any of your rights (including your moral rights) in your content.

You warrant that you have the right to grant the above licence, that our exercise of the licence rights above will not infringe the intellectual property rights of any person, and that the content is not defamatory and does not breach any law.

We may monitor or review your content, but we are not obliged to do so. We may also alter or remove any of your content at any time, including to ensure the operational integrity of our services.

No warranties or representations

To the maximum extent permitted by law, we make no representations or warranties about the Site or its content, including that it is complete, accurate, reliable, and suitable for any particular purpose, or that access will be uninterrupted, error-free or free from viruses.

Third party sites

Our Site may contain links to websites operated by third parties. Unless expressly stated otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. You should make your own investigations with respect to the suitability of those websites.

Our liability to you

Except as set out under this section, we may be liable to you for breach of contract or negligence under the principles applied by the courts.

We are not liable for any loss or damage to the extent that it is caused by you.

To the maximum extent permitted by law, we exclude any liability to you that may otherwise arise as a result from your use of the Site in connection with any business purpose. This includes for any loss, damage or expense, direct or indirect, suffered by you.

If we are not entitled by law to exclude liability arising from breach of a statutory duty or other legislation, then to the extent we are permitted to do so we limit that liability to resupply of the services, information or links and associated services, as the case may be.

Your liability to us

You are liable to us for breach of these Terms or negligence under the principles applied by the courts. You are not liable to us for any loss to the extent that it is caused by us.

No waiver for breaches

Failure by either party to act in relation to a breach of these Terms does not amount to waiver of any rights to act in relation to that breach or any later breach by the other party.

Information collected and cookies

When you visit our Site we may collect certain information, such as browser type, operating system, website visited immediately before coming to our site. This information is used in an aggregated manner to analyse how people use our site, such that we can improve our service.

We may use cookies on our website. Cookies are very small files which a website uses to identify you when you come back to the site and to store details about your use of the site. Cookies are not malicious programs that access or damage your computer. We may use cookies to improve the experience of people using our website.

Governing law

These Terms are governed by the law in force in the State of Victoria, Australia.

For any questions and notices, please contact us at:

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