



WEBSITE TERMS AND CONDITIONS

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The transmission of information over the Internet is not completely secure or error free. In particular, emails or other communications to or from us and information submitted to or accessed via the Website may not be secure and you should use discretion in deciding what information you send to us via these means.

Emails or other communications to or from us may undergo email filtering and virus scanning, including by third party contractors. We do not warrant that such filters and scans will be effective in removing viruses or other potentially harmful code, and we do not warrant that the Website or links from the Website or any Content you download or access from the Website will be secure or free from viruses or harmful code.

You are responsible for configuring your technology to access the Website, and you should use your own anti-virus software. We do not guarantee that the Website or any Content will always be available.



Privacy

Any personal information collected by us through your use of the Website or other services we provide will be handled by us in accordance with our Website Privacy Statement.

Prohibited Website uses and activities

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree that you must not:

1. Hack into, change or otherwise interfere with the operation of the Website, and/or material and content contained on it or linked to it.
2. Use the Website to engage in conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which may harm us or other users of the Website or expose us or them to liability.
3. Upload anything to this Website that:
 - i. Is (or could be considered) unlawful, obscene, inappropriate, racist, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy.
 - ii. Is in anyway misleading and/or deceptive.
 - iii. Contains viruses, corrupted files, or any similar software programs (such as malware) that may damage the Website or the operation of any computer / device.
 - iv. Would otherwise bring Sichernet or Simply Done Security Awareness into disrepute.

Indemnity

You indemnify and hold us and our directors, officers, employees and agents (Indemnified Persons) harmless from and against any and all liability, costs, claims, losses, damages and expenses (including all reasonable legal fees), which may be suffered, incurred, made or brought against any of the Indemnified Persons, directly or indirectly, in connection with:

- Any breach of these Terms of Use by you.
- Any act of fraud or wilful misconduct by or on behalf of you in connection with this Website.

Limitation of liability

To the maximum extent permitted by law, Sichernet and its directors, officers, employees and agents exclude all liability for any loss, damage or injury (including, without limitation, direct, indirect, special or consequential loss, loss of profits, loss of data or loss of opportunity) which you may suffer whether arising under contract, tort (including negligence), equity, statute or any other cause of action, or otherwise resulting from your access to (or inability to access) or use of the Website, and you release us from all such claims and liability.

Nothing in these Terms of Use restricts, excludes or modifies any right that cannot be excluded by us under any applicable law including the consumer guarantees set out in the Competition and Consumer Act 2010 (Cth). If we are liable for a breach of a consumer guarantee (or any other term implied by law) and that liability cannot, by law, be excluded but can be limited, our liability is, to the maximum extent permitted by law, limited (where permissible) to, at our election, replacing or resupplying the relevant goods or services, or paying the cost of such replacement or resupply.

No waiver

If we do not take action in relation to a particular breach by you of these Terms of Use, this will not be treated as a waiver by Sichernet of any right or remedy in respect of any existing or future breach of these Terms of Use by you.



Severability

If any provision of these Terms of Use is invalid or unenforceable in any relevant jurisdiction, then to the extent it is invalid or unenforceable it will be severed from these Terms of Use for the purposes of that jurisdiction without affecting the enforceability of the other provisions of these Terms of Service.

Governing law

These Terms of Use are governed by the laws of the State of Victoria, and you agree that the courts of the State of Victoria will have exclusive jurisdiction.