

Terms of Use

1. Your Acceptance

- 1.1. Your Digital File (Aust.) Pty. Ltd. (“Your Digital File”) Terms of Use, in conjunction with the [Privacy Policy](#) and other terms and conditions of use is a LEGALLY BINDING CONTRACT between Your Digital File and you (“the Agreement”).
- 1.2. By signing up for an account with Your Digital File, you are confirming that you have read and understood the Terms of Use.
- 1.3. IF YOU DO NOT FULLY AND COMPLETELY AGREE TO THE TERMS OF THE AGREEMENT, DO NOT USE THIS SERVICE. IF YOU CHOOSE TO CONTINUE TO USE THE SERVICES, YOU ARE AGREEING TO BE BOUND BY THE AGREEMENT.
- 1.4. Your Digital File may modify the Terms of Use. Those modifications will become effective immediately upon posting on the website. Your continued use of the website and any associated services confirms your acceptance of the modifications. If you are dissatisfied or not prepared to comply with anything related to the Your Digital File website, your sole remedy is to discontinue use of the Service. You use the Services of Your Digital File at your own risk. Nothing in the Terms of Use shall be deemed to confer any third-party rights or benefits.

2. The Services

- 2.1. “Content” includes all files uploaded to the service and information entered into the service, including any client software. The Terms of Use apply to all users of the Services provided by the Your Digital File website, including users who contribute or store Content.
- 2.2. our Digital File may change, suspend or discontinue all or any aspect of the Service at any time, including the availability of any feature, database or Content, without prior notice or liability.

3. Fair Use Statement

- 3.1. Whilst there is no limitation on the frequency or extent of use of the service, Your Digital File reserves the right to place technical limits on your use of the service in order to maintain serviceability, availability and performance for all users which Your Digital File, in its sole and absolute discretion, considers fair and reasonable.

4. Your Digital File Accounts Terms and Conditions

- 4.1. You agree to pay all account charges and any applicable taxes and other fees that accrue in relation to your use of the Services. A detailed description of pricing and

data may be found on the "[Pricing](#)" page. A detailed description of premium services and the features can be found on the "My Account" page.

- 4.2. You may cancel a subscription at any time through the "My Account" page. Your account will remain active for the remainder of the term for which you have previously paid. Your Digital File may, without compensation or proration, cancel your subscription in the event of non-payment or dispute of payment or if you violate any terms or conditions of the Agreement.

5. Refund Policy

- 5.1. ALL REFUND REQUESTS are handled on a case-by-case basis. Following a review of usage purchases and other factors, Your Digital File will determine if you qualify for a refund. If you feel you are due a refund, contact Your Digital File by email at refund@yourdigitalfile.com.
- 5.2. If you consider that a charge has been incorrectly debited to your account, contact Your Digital File by email at refund@yourdigitalfile.com. Your Digital File will endeavour to promptly refund any charge incorrectly debited to your account.

6. General Use of the Service, Permissions, and Restrictions

- 6.1. You agree while using Your Digital File Services, that you may not:
 - 6.1.1. alter or modify any part of the Services
 - 6.1.2. access this site by any method other than through your web browser or official mobile or client application
 - 6.1.3. use the Services for any illegal purpose
 - 6.1.4. transmit any viruses, worms, defects, trojans or other items of a contaminating or destructive nature
 - 6.1.5. reformat or frame any portion of any web page that is part of the Services without the express written permission of Your Digital File
 - 6.1.6. impersonate another person, whether real or fictional
 - 6.1.7. permit any third parties to use your name and password
 - 6.1.8. violate or attempt to violate Your Digital File systems or interfere with the normal use of the Services by users
 - 6.1.9. distribute Content that is libellous, defamatory, obscene, pornographic, abusive, harassing, threatening, unlawful or promotes or encourages any illegal activity
 - 6.1.10. distribute Content or post any link that violates the rights of others, such as distributing Content that infringes any copyright, trademark, patent, trade secret or violates any right of privacy or publicity, or that is libellous or defamatory, or that directs any user to the content of a third party without consent of that third party

- 6.1.11. defame or libel any person, invade any person's right of privacy or publicity or otherwise violate, misappropriate or infringe the rights of any person

7. Your Use of the Services

- 7.1. In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of the Services. You will comply with laws regarding transmission of data. You acknowledge that your use of the Service is at your own risk and that you, not Your Digital File, are responsible for the secure storage of your Private Key and Password. Your Digital File will not be liable for any loss or corruption to your content as a result of your failure to securely store your Private Key or Password.

8. Your Content and Conduct

- 8.1. You shall be solely responsible for your own content and solely responsible for the consequences of storing or distributing your Content on the Services. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to distribute Content through the Services.
- 8.2. For clarity, you retain all of your ownership rights in your Content. Your Digital File does not claim any ownership in or to your Content. Nothing in this Agreement grants Your Digital File any rights to your Content.
- 8.3. Your Digital File does not endorse any Content stored on or distributed through the Services and Your Digital File expressly disclaims any and all liability in connection with Content.
- 8.4. You agree that Your Digital File may terminate your access to the services if your content violates this agreement.
- 8.5. You control your data through your Private Key and your Password. Your Digital File bears no responsibility for the storage of your Private Key. Your Private Key is generated on your computer or device upon initial signup and is available to you only. You agree to retain your Private Key and Password in a safe manner and not disclose it to others.
- 8.6. If your Private Key is lost or misplaced you must follow the procedure outlined in the "Account Recovery" section of the login page to recover your account. You acknowledge that an Escrow Agent, appointed by Your Digital File, holds part of your file encryption keys. You acknowledge that an undertaking will be given to you by the Escrow Agent, that unless otherwise required by law, your file encryption keys will not be released until you have fulfilled the verification procedure required by Your Digital File, and both you and Your Digital File have directed the Escrow Agent to release your file encryption keys. There is a fee payable to Your Digital File for the retrieval of your encrypted files. A new password will be required and a new Private Key will be generated for your account. Account recovery fees will be charged to your credit card or added to your next invoice.
- 8.7. View pricing at www.yourdigitalfile.com/pricing/.

9. Compliance with Laws and Law Enforcement

9.1. Your Digital File will cooperate with law enforcement agencies when required to do so by an authority of competent and recognised jurisdiction.

10. Account Termination Policy

10.1. Anyone using Your Digital File Services must comply with the Your Digital File Agreement and Privacy Policy. Anyone, including business entities, not in compliance may be removed and banned from the Services without prior notice. Your Digital File reserves the right to terminate your access to any and/or all parts of the Services at any time for any reason without prior notice or liability. The terms of The Agreement and Privacy Policy shall survive any termination of your access to the Services.

11. “AS IS”

11.1. The services and software are provided “as is” at your own risk without express or implied warranty or condition of any kind. You acknowledge that while Your Digital File will diligently develop and operate the service, there is always the potential for design and operational errors to effect the behaviour, performance, security and availability of the service and your data in it. Your digital file will have no responsibility for any harm to your computer system, loss or corruption of data or other harm that results from your access to or use of the services or software.

12. Limitation of Liability

12.1. To the fullest extent permitted by law, neither Your Digital File, its affiliate officers or employees, nor any third party provider, shall be liable to you or any third party for any direct, indirect, incidental, special, consequential, exemplary or punitive damages whatsoever arising out of the use of or inability to use the Services whether or not Your Digital File has been advised of the possibility of such damages.

12.2. The Services are controlled and offered by Your Digital File from its facilities in Australia. Your Digital File makes no representations that the Services are appropriate or available for use in other geographic locations. Those who access or use the Services from other jurisdictions do so of their own volition and are responsible for compliance with local law.

12.3. All client data provided to Your Digital File is stored at rest, encrypted, on service providers within Australia. If at any point these service providers are no longer able to host this data within Australia, the data will be removed from that service and stored by Your Digital File locally on backup facilities in Brisbane Queensland. Clients will be provided with 28 days notice if this is to occur.

13. Indemnity

13.1. You agree to indemnify, defend and hold Your Digital File and its affiliates, and both Your Digital File and their respective officers, directors, owners, employees, agents, information providers and licensors harmless from and against any and all claims, liability, losses, damages, obligations, costs and expenses, including legal costs, incurred by any Your Digital File party in connection with any Content or use of the Services, by you or by any other person you authorise to use the Service. Your Digital File reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with Your Digital File's defence of such claim. This defence and indemnification obligation will survive these Terms of Service and your use of the Services.

14. Ability to Accept Terms of Service

14.1. Your Digital File Services are available to anyone over the age of 18. Accounts for business entities must be created and maintained by an individual capable of and authorised to enter into binding contracts on behalf of the entity. You affirm that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in The Agreement, and to abide by and comply with these Terms of Service. The holders of business accounts acknowledge that they are solely responsible for the verification and removal of team users on their business account as and when required. Without limiting the operation of other clauses of these Terms of Service, Your Digital File will not be liable for any damage whatsoever arising from a business entity's verification and removal of team users or otherwise using the Services.

15. Assignment

15.1. These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you without authorisation from Your Digital File, but may be assigned by Your Digital File without restriction or prior notice.

16. General

- 16.1. The Agreement is governed by and must be interpreted in accordance with the laws for the time being in force in the State of Queensland, Australia. You agree to the non-exclusive jurisdiction of the courts of or exercising jurisdiction in that State.
- 16.2. These Terms of Service, together with the Privacy Policy and any other legal notices published by Your Digital File on the Services, (“the Agreement”), constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter. If any inconsistency exists between the terms of the Agreement and any additional terms and conditions posted on the Services, such terms shall be interpreted so as to eliminate any inconsistency, if possible, and otherwise, the additional terms and conditions shall prevail. If any provision of the Agreement is held to be invalid, illegal or unenforceable in any respect, (i) such provision shall be interpreted in such a manner as to preserve, to the maximum extent possible, the intent of the parties, (ii) the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired, and (iii) such decision shall not affect the validity, legality or enforceability of such provision under other circumstances.
- 16.3. No failure in delay in exercising or enforcing this policy shall constitute a waiver of the Agreement or any other right or remedy. If any provision of the Agreement is deemed unenforceable due to law or change in law, such a provision shall be disregarded and the balance of the Agreement shall remain in effect.

17. Obtaining Legal Advice

- 17.1. All users are advised to obtain their own legal advice on the terms and conditions of this Agreement.
- 17.2. You acknowledge that you were advised to obtain independent legal advice before entering into this agreement and either did so prior to commencing your use of Your Digital File Services or declined to do so and accept full responsibility for any loss which may arise as a result of the failure to obtain such independent legal advice.

15 November 2017

Your Digital File (Aust.) Pty. Ltd.

ABN 57 601 170 601