

## Terms of Use

### 1. Your Acceptance

- 1.1. Cryptoloc Technology Pty. Ltd. (“Cryptoloc Technology”) Terms of Use, in conjunction with the [Privacy Policy](#) and other Terms and conditions of use is a LEGALLY BINDING CONTRACT between Cryptoloc Technology and you (“the Agreement”).
- 1.2. Your use of this Website ("Site") and the Services made available on the Site ("Services") is subject to these Terms of Use ("Terms"). By using any of our Services, you agree to be bound by, and use our Services in compliance with these Terms of Use. In addition, if you are using the Services on behalf of a company or other legal entity, you confirm that you have the authority to bind that entity to these Terms. If you do not have the authority to bind the entity or if you do not agree to all of these Terms, then you may not use the Services. By using these Services, 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 THE SERVICES. IF YOU CHOOSE TO CONTINUE TO USE THE SERVICES, YOU ARE AGREEING TO BE BOUND BY THE AGREEMENT.
- 1.4. Cryptoloc Technology may modify the Terms of Use. Those modifications will become effective immediately upon posting on the Site. Your continued use of the Site and any Services confirms your acceptance of the modifications. If you are dissatisfied or not prepared to comply with anything related to the Cryptoloc Technology Services, your sole remedy is to discontinue use of the Service. You use the Services of Cryptoloc Technology at your own risk. Nothing in the Terms of Use shall be deemed to confer any third-party rights or benefits.
- 1.5. Cryptoloc Technology may change, suspend or discontinue all or any aspect of the Services at any time, including the availability of any feature, database or Content, without prior notice or liability.

### 2. Fair Use Statement

- 2.1. Whilst there is no limitation on the frequency or extent of use of the Service, Cryptoloc Technology 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 Cryptoloc Technology, in its sole and absolute discretion, considers fair and reasonable.

### 3. Cryptoloc Technology Accounts Terms and Conditions

- 3.1. 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 AWS Cryptoloc Technology pricing page.

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- 3.2. Cryptoloc Technology may, without compensation or proration, cancel your use of the Services in the event of non-payment or dispute of payment or if you violate any Terms or conditions of the Agreement.

### 4. Refund Policy

- 4.1. No refunds will be provided for Services requested.
- 4.2. If you consider that a charge has been incorrectly debited to your account, contact Cryptoloc Technology by email at [support@cryptoloc.tech](mailto:support@cryptoloc.tech). Cryptoloc Technology will endeavor to promptly refund any charge incorrectly debited to your account.

### 5. Your Content and Conduct

- 5.1. "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 Cryptoloc Technology Site, including users who contribute or store Content.
- 5.2. 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.
- 5.3. For clarity, you retain all of your ownership rights in your Content. Cryptoloc Technology does not claim any ownership in or to your Content. Nothing in this Agreement grants Cryptoloc Technology any rights to your Content.
- 5.4. Cryptoloc Technology does not endorse any Content stored on or distributed through the Services and Cryptoloc Technology expressly disclaims any and all liability in connection with Content.
- 5.5. You agree that Cryptoloc Technology may terminate your access to the Services if your content violates this agreement.

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

- 6.1. You agree while using Cryptoloc Technology 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 the AWS API gateway
  - 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

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- 6.1.5. reformat or frame any portion of any web page that is part of the Services without the express written permission of Cryptoloc Technology
- 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 Cryptoloc Technology systems or interfere with the normal use of the Services by users
- 6.1.9. distribute Content that is 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 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 Cryptoloc Technology, are responsible for the secure storage of your security credentials. Cryptoloc Technology will not be liable for any loss or corruption to your content as a result of your failure to securely store your security credentials.

## 8. Compliance with Laws and Law Enforcement

- 8.1. Cryptoloc Technology will cooperate with law enforcement agencies when required to do so by an authority of competent and recognised jurisdiction.

## 9. Account Termination Policy

- 9.1. Anyone using Cryptoloc Technology Services must comply with the Cryptoloc Technology Agreement and Privacy Policy. Anyone, including business entities, not in compliance may be removed and banned from the Services without prior notice. Cryptoloc Technology 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.

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### 10. “AS IS”

- 10.1. 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 Cryptoloc Technology will diligently develop and operate the Service, there is always the potential for design and operational errors to affect the behaviour, performance, security and availability of the Service and your data in it. Cryptoloc Technology 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.

### 11. Limitation of Liability

- 11.1. To the fullest extent permitted by law, neither Cryptoloc Technology, 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 Cryptoloc Technology has been advised of the possibility of such damages.
- 11.2. The Services are controlled and offered by Cryptoloc Technology from its facilities in Australia. Cryptoloc Technology 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.
- 11.3. All client data provided to Cryptoloc Technology 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 Cryptoloc Technology locally on backup facilities in Brisbane Queensland. Clients will be provided with 28 days’ notice if this is to occur.

### 12. Indemnity

- 12.1. You agree to indemnify, defend and hold Cryptoloc Technology and its affiliates 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 Cryptoloc Technology party in connection with any Content or use of the Services, by you or by any other person you authorise to use the Service. Cryptoloc Technology 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 Cryptoloc Technology’s defence of such claim. This defence and indemnification obligation will survive these Terms of Service and your use of the Services.

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### 13. Ability to Accept Terms of Service

- 13.1. Cryptoloc Technology 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, Cryptoloc Technology 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.

### 14. Assignment

- 14.1. These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you without express authorisation from Cryptoloc Technology, but may be assigned by Cryptoloc Technology without restriction or prior notice.

### 15. General

- 15.1. 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.
- 15.2. These Terms of Service, together with the Privacy Policy and any other legal notices published by Cryptoloc Technology on the Services, constitutes the entire agreement between the parties, and supersedes all previous written or oral agreements between the parties with respect to ("the Agreement"). 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.
- 15.3. 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

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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.

### 16. Obtaining Legal Advice

- 16.1. All users are advised to obtain their own legal advice on the Terms and conditions of this Agreement.
- 16.2. 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 Cryptoloc Technology 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.