

# GENERAL TERMS AND CONDITIONS OF USE

The following general terms and conditions ("**Terms**") form a legally binding agreement between You and Us in relation to Your access to, and use of, the Website. In accessing or using the Website, You acknowledge that You have read, understood and agree to be bound by these Terms. If You do not accept these Terms, You must refrain from accessing or using the Website. By using the Website (which includes this version and any other update, feature or future version of the Website that We may provide) You agree to the following Terms, so You should read these Terms carefully.

Definitions for certain capitalised terms are set out at the end of these Terms.

## 1. Eligibility

By using the Website You represent and warrant that You are at least 18 years old and that, in any case, You have the permission of a parent or guardian if You are less than 18 years old. Parents and guardians of Users under the age of 18 must read and agree to be bound by these Terms, and agree to be responsible for such use of the Services.

If You are accepting these Terms on behalf of a company, organisation, association or agency as its authorised legal representative, then You represent and warrant that You have the power and authority to bind such company, organisation, association or agency to these Terms.

## 2. Access

Access to the Website is permitted on a temporary basis, and We reserve the right to suspend, withdraw, discontinue or amend all or any part of the Website without notice. We will not be liable if, for any reason, the Website is unavailable at any time or for any period. You are responsible for making all arrangements necessary for You to have access to the Website. You are also responsible for ensuring that all persons who access the Website through Your internet connection are aware of these Terms, and that they comply with them.

Subject to these Terms, We grant You a limited, personal, revocable, non-assignable, non-sublicensable and non-exclusive right to access and use (i.e. to download and display locally) the Content contained in the Website solely to enable You to enjoy the benefits of the Website as intended by Us under these Terms. Any use, reproduction, modification, distribution, sale, sub-licence or storage of the Website (and any Content contained in the Website) for any purpose other than using the Website in accordance with these Terms is expressly prohibited without prior written permission from Us. Except to the extent expressly permitted by these Terms, you must not transfer or provide access to the Website to any third party or otherwise use the Website for the benefit of any third party.

## 3. Information You provide to Us

When You use the Website, You may send personal information to Us. We will use, store and handle this information in accordance with the requirements of the *Privacy Act 1988* (Cth) that apply to Us and Our privacy policy which may be accessed at [www.silentiumdefence.com.au](http://www.silentiumdefence.com.au). Our privacy policy applies to You and Your use of the Website at all times.

We do not claim ownership of the information, Content or data that You provide to Us in using the Website. You (or Your licensors, as applicable) will continue to own any and all Intellectual Property in such information. However, You agree to grant Us a perpetual, non-exclusive, assignable, worldwide and royalty free licence (with a right to sub-licence) to use, store, reproduce, adapt, communicate, publish, display and/or distribute such information. This right continues even if You no longer use the Website.

#### **4. External sites and third party service providers**

In using the Website, You may come across links or references to external service providers, merchants or suppliers. We do not endorse, warrant, guarantee or make any promises about any information, products or services they may supply to You. Any transaction You have with these service providers are between You and them, and We do not get involved.

By accessing external website links to third party service providers and other sites through the Website, We do not promise that they are appropriate, that they work or that they are virus free.

We accept no responsibility for any loss or damage that may arise from Your use of, or engagement or transaction with, any third party service providers.

#### **5. Content on the Website**

You acknowledge that any information displayed on the Website is intended to be general information only and should not be considered professional advice or a recommendation to acquire any product or service or to otherwise engage in any relationship with any person. You agree that You are solely responsible for any Content or information that You provide or post to the Website.

#### **6. Advertisement information and cookies**

Advertisements displayed on the Website (which may be delivered by Our advertising partners) may set cookies. These cookies, which are industry standard and used by most websites, allow the ad server to recognise Your computer each time they send You an online advertisement to compile non-personal identification information about You or others who use Your computer. This information allows ad networks to, among other things, deliver targeted advertisements that they believe will be of most interest to You. If You do not want information to be collected through the use of cookies, there is a simple procedure in most browsers that allows You to deny or accept the cookie feature. Please be aware that denying the cookie feature may prevent You from taking full advantage of the Website.

#### **7. Changes to the Website and its availability**

We may change or improve the Website at any time. For example, We may develop and distribute updates, enhancements or new features. We may also restrict access to all or any part of the Website, stop making the Website available or modify its availability in any way. We are under no obligation to update any material that may be out of date at any given point in time.

We will always try to give You notice of any changes to the Website or its availability before such changes take effect, although this may not always be possible. To the maximum extent permitted by law, We do not accept liability for any damage or loss which You may suffer or incur as a result of such actions.

#### **8. Intellectual Property**

We, and Our licensors (as applicable), own all Intellectual Property in and to the Website (including any updates, enhancements and new features), and any material published on the Website. This material includes, but is not limited to, the design, layout, look, appearance, graphics, trade marks, branding and logos. You must not copy, modify, distribute, sell or lease any part of Our Intellectual Property other than in accordance with this section.

The Website, and the Content published on it, are protected by the copyright laws of Australia and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from Our Website for Your personal use and You may draw the attention of others within Your organisation to Content posted on the Website. You must not modify the paper or digital copies of any materials You have printed off or downloaded in any way, and You must not use any illustrations, photographs, video or audio

sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of Content on the Website must always be acknowledged. You must not use any part of the Content on the Website for commercial purposes without obtaining a licence to do so from Our licensors or Us.

If You print off, copy or download any part of the Website in breach of these Terms, Your right to use the Website will cease immediately and You must, at Our option, return or destroy any copies of the materials You have made.

## **9. Prohibited uses**

You must ensure that Your access to and use of the Website is not illegal or prohibited by any laws which apply to You. You are responsible for anything You do, send or post on the Website. You must not send or post anything that is offensive, infringes any person's rights, is against any applicable law, or which We think is inappropriate.

By using the Website, You represent and warrant that You will not:

- a) sell, license, rent, or otherwise use or exploit any Content for commercial use;
- b) use the Website for competitive analysis or to build competitive products;
- c) remove or obscure any proprietary or other notices contained in the Website;
- d) infringe the rights of any other person, including without limitation any intellectual property rights;
- e) defame another person;
- f) provide false information, misleading or inaccurate information to Us or any other User;
- g) impersonate, or otherwise misrepresent affiliation, connection or association with, any person or entity;
- h) post Content that is not accurate, complete or correct or may otherwise mislead or deceive other persons;
- i) disclose another person's confidential information or otherwise contravene Your privacy obligations or any other person's privacy obligations;
- j) reverse engineer, disassemble, decompile, translate or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to the Website, except to the extent expressly permitted by applicable law (and then only upon advance notice to Us);
- k) use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars, or intelligent agents) to harvest or otherwise collect information from the Website for any purpose, including without limitation use on third-party websites;
- l) attempt to probe, scan, or test the vulnerability of the Website or any associated system or network, or breach security or authentication measures without proper authorisation;
- m) post any Content that is illegal or may constitute or encourage any contravention of any applicable laws by any person;
- n) threaten, offend or abuse another User;
- o) do anything which is otherwise, in Our view, inappropriate or harmful to the Website; or
- p) encourage or assist any third party to do any of the above.

We may remove from, or refuse to display on, the Website anything that We think is inappropriate or in breach of these Terms in Our absolute discretion.

## **10. Security and integrity**

While We endeavour to adhere to best practice policies and procedures to prevent data loss, We do not guarantee that there will be no loss of data and We expressly exclude liability for any loss of data no matter how caused.

You must not violate the security of the Website in any way. We may suspend or cancel Your account or Your access to the Website if We suspect any security violation. We may also inform any law enforcement body of any suspected unauthorised or criminal activity.

Examples of security violations include:

- a) attempting to gain unauthorised access to any part of the Website, servers or system infrastructure You were not intended to have access to;
- b) interfering with or otherwise circumventing mechanisms in the Website intended to limit your use;
- c) use the Website in a way that was not intended by Us;
- d) attempting to reverse engineer the Website or any system or offering provided through it;
- e) interfering with or disrupting (or attempting to interfere or disrupt) any servers or networks connected to the Website;
- f) sending or storing any harmful code (including, for example, any computer virus, trojan, worm or other code that is harmful or disabling or which assists in or enables unauthorised access to or corruption of data); or
- g) using any feature of the Website or any other means to send unsolicited commercial correspondence to other Users.

## **11. Changes to these Terms**

We may update these Terms at any time, with such updates taking effect when You next use the Website or after 30 days, whichever is sooner. No other amendment to the agreement constituting these Terms will be effective unless made in writing, signed by You and by Us.

We will use reasonable endeavours to give You notice of any update to these Terms (which notice may be through the Website) before the change comes into effect, although this may not always be possible.

If You continue using the Website after an update takes effect, You are deemed to have agreed to the update and will be bound by these Terms as amended.

## **12. Outcomes and use**

We have spent a significant amount of time developing and refining the Website and are confident You will enjoy using it and find it useful. However, We cannot promise or guarantee any specific outcomes from the use of the Website. To the extent permitted by law, We do not make any representations or guarantees about the User experience, quality, or outcomes of any interactions that are initiated via the Website. You acknowledge that the Website is provided on an “as is” and “as available” basis and that, to the fullest extent allowed by law, we expressly disclaim all express and implied warranties including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

## **13. Limitation of liability**

By accessing and using the Website, You assume all risks associated with such access and use. You agree not to hold Us responsible for things other Users post or do.

As there are many factors beyond Our control that may affect the performance or compatibility of the Website with certain software or hardware, We cannot promise that Your use of the Website will be uninterrupted or error or defect free or that errors or defects in the Website will be corrected. While We use reasonable measures to ensure the accuracy and currency of data and information on the Website, We are not responsible for the data and information supplied to or by Users or third parties. We make no guarantee that the

data on the Website is accurate or current. It shall be Your own responsibility to ensure that any products, services or information available through the Website meet Your specific requirements. Information is for guidance only and is not intended to form any part of a contract.

To the maximum extent permitted by law, We (and Our directors, employees and agents) do not accept any liability for, and You agree to release Us (and Our directors, employees and agents) from any and all claims in relation to any loss, howsoever caused, suffered or incurred by You arising from:

- a) Your use of the Website; and/or
- b) any interaction You may have with any other User,

(including without limitation any consequential losses or damages) and any liability We owe is limited, to the maximum extent permitted under law, to the amount You paid to use the Website, or (if we choose) Us providing the relevant Service again. To the extent allowed at law, in no event will We be liable for any direct, indirect, incidental, special, exemplary, consequential, or other damages (including, but not limited to, loss of profits, business interruption, loss of program or data), without regard to the form of action, whether under legislation, in contract, tort, negligence, strict liability, or otherwise, arising out of or in connection with the Website, or any Content, service, site or link displayed on or accessed through the Website.

#### **14. Indemnity and release**

You agree to indemnify, defend and hold Us (and Our directors, employees and agents) harmless from and against all claims, liabilities, losses and expenses (including reasonable legal fees on a full indemnity basis) that arise from:

- a) activity which You engage in with or through the Website;
- b) any breach of these Terms by You;
- c) any breach of any rights of a third party by You;
- d) any breach of any applicable law by You; or
- e) any transaction, dispute or other dealing between You and another person that arises from or through the Website.

#### **15. Termination**

We may suspend Your access to the Website (or any part of the Website), or terminate Our agreement with You and Your access to the Website if We reasonably consider that You are in breach of any provision of these Terms. We may, at Our discretion, terminate Our agreement with You and Your access to all or part of the Website without the need to provide reasons.

#### **16. Jurisdiction**

These Terms and any disputes or claims arising out of or in connection with them or their subject matter or formation shall be governed by the laws of South Australia. You submit to the jurisdiction of the courts of South Australia in respect of any claim arising from, or related to, these Terms, although We reserve the right to bring proceedings against You for breach of these Terms in Your country of residence or any other relevant jurisdiction.

## 17. Severance

If any provision of these Terms is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from these Terms and rendered ineffective as far as possible without modifying the remaining provisions of these Terms, and will not in any way affect any other circumstances of or the validity or enforcement of these Terms.

## 18. Key terms

In these Terms, unless the contrary intention appears:

**"Content"** means any information, data, text, graphics, photographs, videos, trade marks, logos, sounds, music, audio clips, artwork, computer code, software, scripts, written posts and comments, material, and interactive features generated, provided, used, displayed, or otherwise accessible on or through the Website.

**"Intellectual Property"** means any registered or unregistered rights in any copyrights, patents, inventions, discoveries, trade marks, processes, systems, methods, know-how, designs or confidential information or any rights of a similar nature under the laws of Australia or anywhere else in the world.

**"Services"** means the services, information, products and/or resources provided by Us (including with respect to the Website), or any other communication we may have with Users in accordance with these Terms.

**"Terms"** means these terms and conditions;

**"User"** means any person who has access to, or otherwise uses, the Website.

**"Website"** means the website operated by Us at [www.silentiumdefence.com.au](http://www.silentiumdefence.com.au) and includes, without limitation, any subdomains and services associated with such website.

**"We", "Us", "Our"** means Silentium Defence Pty Limited ACN 616 397 383 and its related bodies corporate and associates (as defined in the *Corporations Act 2001* (Cth))

**"You", "Yourself", "Your"** means any person, company or organisation who is a User.

### Feedback and reporting misconduct

We encourage all Users to report any misconduct experienced while using the Website by contacting Us at [admin@silentiumdefence.com.au](mailto:admin@silentiumdefence.com.au).

### Further information

If You have any questions about these Terms or would like any further information, please contact Us at [admin@silentiumdefence.com.au](mailto:admin@silentiumdefence.com.au).

We appreciate your interest and thank you for visiting the Website.