



Terms and Conditions of Use

1. Introduction

In these terms and conditions, "we", "us" and "our" means CryptexOnline Pty Ltd ACN 140 329 988. You should read these terms and conditions carefully as they apply to the services we provide, including data encryption and data storage services and software further described below (collectively called the "Services") and to your use of our website ("Website"). The Services are offered subject to and in conjunction with a limited licence to use our software known as CryptexOnline Advanced or CryptexOnline Lite (and other software we provide from time to time) ("Software").

You and/or the party you represent (as noted in the account you set up with us) agree to be bound by these terms and conditions and demonstrate your acceptance (and that of the party you represent) by clicking the check-box at the end of the account creation process OR by using the Services and/or Website. However, until you are notified by us that we accept you as a customer, we are not bound to provide you the Services or access to the Website, nor are we bound by these terms and conditions. We reserve the right to accept or reject any new customer.

We may change these terms and conditions from time to time by updating them on the Website and notifying you by email and such new terms and conditions will come into force 7 days thereafter. Therefore you should check our terms and conditions regularly. If the terms and conditions as amended are unacceptable to you, you must stop using the Services and Website.

2. Our Services

We provide online data backup and storage, and FTP hosting. Our full range of Services and applicable charges are described on the Website. Broadly speaking and dependent on your compliance with our directions and these terms and conditions, for online backup and storage you will download the Software that will reside on your computer system (servers, desktops, laptops etc) which will automatically back-up data you select to our servers where we will store that data as a back-up. The Software will report via email on the success or otherwise of the scheduled backup/s. In most circumstances your data can be returned to you if you experience data loss. This return of data may occur via the internet, or we can provide the data via a physical disk where the amount of data is large. Where data is returned via physical disk, you will be charged a deposit for the return of the disk.

The data that you send to our server is encrypted by you (by using the Software) before it leaves your system, meaning that if the file is intercepted it should not be able to be read. The data is also compressed for better storage utilisation.

3. Your reliance on the Services

You acknowledge that the Services include the Software. While we will attempt to provide the Services as and when required by you, this is not always possible. Our Service may not be available at all times, for example, during scheduled maintenance or during unforeseen and uncontrollable circumstances including acts of God.

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Where our Service will not be available due to scheduled maintenance, we will notify you via email and via a posting on the Website advising you of the scheduled maintenance.

We reserve the right to provide and require installation of Software upgrades from time to time in order to improve the provision of our Services.

We do not warrant that all types of data are suitable for the Software or Services. Whilst all reasonable effort is made and we use industry standard forms of physical and data protection, we cannot guarantee nor do we warrant that your data is or will be free from unauthorized access, viruses, corruption or loss.

We do not warrant or guarantee that our Software will perform on every computer system and we are to be held harmless for any loss or damage that occurs as a result of this non performance.

Whilst every effort will be made to provide you with your stored data in the quickest possible time when requested, we cannot guarantee the expediency of data recovery and return services outside of our control, for example, but not limited to, time lost through transit providers for the provision of physical disks or the speed or availability of services provided by internet service providers for online data retrievals.

4. Your use of the Services and Website

You use the Services and Website at your risk. You must evaluate and bear all risks associated with the use of any Software, material or content, including reliance on the accuracy, completeness or usefulness of any Software, material or content. We endeavour to provide convenient and functional Services, but we do not guarantee that all your requirements will be met or that any Services will be uninterrupted, timely, secure, error free or that the Services (or Website) or the server that operates same are free of viruses or other harmful components.

We do not warrant or guarantee that defects in the operation or functionality of any Software provided to you as part of the Services will be corrected.

Any material downloaded or otherwise obtained through the use of the Services is done at your own discretion and risk and you will be solely responsible for any damage to your computer system or other device or loss of data that results from the download of any such material.

No advice or information, whether oral or written, obtained by you from us, any 3rd party or through or arising from your use of the Services shall create any warranty not expressly stated in these terms and conditions.

While we will attempt to keep information on the Services and contained on the Website current and accurate, we do not make any warranties or representations about the currency or accuracy of any information on the Services or contained on the Website. To the extent permitted by law, the Services, Software and everything on the Website is provided to you "AS IS" and "AS AVAILABLE" without warranty or condition of any kind, either express or implied, including but not limited to, any implied warranties of accuracy, merchantability, fitness for a particular purpose or non-infringement. We exclude all representations and warranties to the full extent permissible under applicable law.

5. Limitation of liability

Certain rights and remedies may be available under the Trade Practices Act 1974 (Cth) or similar legislation of other States or Territories and may not be permitted to be excluded, restricted or modified. Apart from those that cannot be excluded, we and our related entities exclude all conditions and warranties that may be implied by law. To the extent permitted by law, our liability for breach of any implied warranty or condition that cannot be excluded is restricted, at our option to: (a) the re-supply of services or payment of the cost of re-supply of services; or (b) the replacement or repair of goods or payment of the cost of replacement or repair. We are not liable for any direct, incidental, special, consequential or indirect damages, loss or corruption of data, loss of profits, goodwill, bargain or opportunity, loss of anticipated savings or any other similar or analogous loss resulting from your access to, or use of, or inability to use the Services and/or Website or any Software or content, or in any way

relating to the Services or Software, whether based on warranty, contract, tort, negligence, in equity or any other legal theory, and whether or not we knew or should have known of the possibility of such damage. For the avoidance of doubt (and without limiting the scope of the exclusion in this clause) the exclusion includes loss or damage as a result of: any reliance placed by you on the completeness, accuracy or existence of any advertising of ours, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears in material related to the Services; any changes which we may make to the Services, or for any permanent or temporary cessation in the provision of the Services (or any features within the Services); the deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of the Services; your failure to provide us with accurate account and payment information; your failure to keep your password or account details secure and confidential; and your failure to keep your encryption key secure and confidential or your failure to choose an encryption key different to the default provided by us.

6. Pricing and Payment

The prices for our Services are set out on the Website from time to time.

The Services are to be paid for via credit card (Visa or Mastercard only) or via direct credit to Cryptexonline's bank account. Cryptexonline's bank accounts details for direct credit are as follows:

Account Name	Cryptexonline Pty Ltd
BSB	034-676
Account Number	306304
Payment Reference	Your Cryptexonline username or your invoice number

All prices are provided in Australian dollars (AUD) and will include GST or any other form of taxation on sales as required under Australian law at the time the services are rendered, where applicable. Services will be billed, and must be paid for, on the first day of each calendar month in advance. We will store your credit card information as entered via our Website and you consent to the automatic charging of this credit card by us for your scheduled charges on a monthly basis at the beginning of each calendar month. As a courtesy, when your credit card is approaching its renewal date, we will email you a reminder to enter your updated credit card details into the Website. It is your responsibility to ensure that the correct credit card details are available to us.

We will issue you a Tax Invoice at the beginning of each calendar month to the email address you advised to us in the customer details section of the Website. It is your responsibility to ensure that the correct email address is available to us.

Where Services are first contracted other than at the beginning of a calendar month, the first billing period will be a prorata calculation for the days of service provided in the first calendar month, calculated as follows:

(Monthly fee divided by days in first month multiplied by days in first month for which Services were active) .

For example, Services commenced on 14th June would be calculated as follows:

(Monthly fee divided by 30 days in June multiplied by 17 days of Services provided in June)

If you are a casual customer, your service can be amended (see paragraph below), however, if your service is cancelled, you will not be refunded for the remainder of the month of cancellation, if any.

Where you amend your plan during a calendar month, you will be credited prorata (refer to a prorata calculation above) for the unused portion of your old plan up until the date you change your plan. You will also be charged prorata (refer to the prorata calculation above) for your first calendar month of your new plan. Any credit given will be applied to any current outstanding charges. If the credit given exceeds any currently outstanding charges, the credit will remain on your account and will be applied to any future charges until such time as the credit amount is exhausted.

If you are a contracted customer, you are bound to a minimum of the original (prior to any downgrade) total contract price. If you wish to terminate the contract early you must pay us the outstanding value of the contract. Alternatively, you may wish to upgrade or downgrade your contract.

A contracted customer may upgrade their contract to a higher plan contract during their contract period by ending the current contract with us and signing a new contract with us for the higher plan for the entire period outlined for the higher plan.

A contracted customer may downgrade their contract to a lower plan contract during their contract period, however, the new plan will be for such a sufficient period of time as to allow Cryptexonline to recoup the fees applicable to the original contracted amount. A customer may request a contract downgrade by:

1. contracting Cryptexonline accounts via email at accounts@cryptexonline.com.au advising us of your requirement and identifying the lower plan required
2. Cryptexonline will provide you with the term of your new plan by dividing the remaining contract value of the current plan by the lower plan amount to identify the new remaining period for the new contract
3. Cryptexonline will also add 2 months to the new remaining contract period for Cryptexonline to recoup administration costs and lost time value of money through changing the contract.

By way of an example. A contract customer originally signed up for a 12 month contract for a plan that cost \$100 per month. The total contract value is therefore \$1,200 (12 months @ \$100 per month). Three months into the contract, the customer requires to downgrade the contract to a \$50 per month plan. After three months, the remaining value of the contract is \$900 ((12 months contract - 3 months used) @ \$100 per month). The customer would be required to amend the contract to agree to a contract of \$50 per month for 20 months (\$900 / \$50 per month = 18 months + 2 month for administration costs = 20 months)

We reserve the right to increase your scheduled fees at any time by notice to you. If you are a casual customer, any fee increases will take effect from your next scheduled billing period. If you are a contracted customer, the fee will increase effective from the end of the contracted period. We will publish our schedule of fees on the Website from time to time and will advise you of upcoming fee increases via your email.

7. Use of Cryptexonline Hardware, Hardware Charges and Freight Charges

We may provide you with physical media, other computer hardware and a secure protective case (collectively Hardware) for use in supplying you with Services. You agree that we may charge you for the use for this Hardware.

The Hardware charge will be reversed to your account upon return to us of all Hardware provided to you, in good working condition.

As the Hardware we provide to you may become physically or technically obsolete over time, you will forfeit your charge unless the Hardware is returned to us within three (3) calendar months from the date of the initial charge.

When you order Services that require us to also provide you with Hardware, we will charge you the cost of freight to get the Hardware to you and for you to return the Hardware to us. You agree that this freight is a necessary part of the Services provided. You also agree that Cryptexonline may choose the freight company to best handle the transaction based on the timeframe required, your delivery location and the cost involved.

For Hardware to be shipped to a destination within Australia, the freight amount charged will be advised to you at the time you order the Services.

Where you require the Hardware to be shipped to a destination outside of Australia, you must contact us in the first instance to arrange a customised quote for freight before ordering the Services.

For Services that require the use of Hardware, the total price of the Services, freight, and Hardware charge must be paid for via either Credit Card or clear funds into Cryptexonline's bank account before the Hardware items are shipped by Cryptexonline.

8. Recovery Insurance

Cryptexonline Recovery Insurance provides for one free disaster recovery service per annum for the price of the Recovery Insurance premium. The premium is payable annually in advance.

Recovery Insurance covers the cost of the disaster recovery service only. Any applicable Hardware charge and freight charge are outside of the insurance and are to be paid by you.

A claim against your Recovery Insurance is only valid if all of the following conditions are achieved:

- a. the claim is made within the period of insurance as shown on your Recovery Insurance invoice
- b. the invoice for the Recovery Insurance has been paid in full
- c. no claim can be made within the first two weeks of commencing a new policy. This term does not apply to subsequent renewal periods as long as there has been continuous cover. If, however, there was a period of time elapsed between coverage, the subsequent policy would be deemed to be a new policy.
- d. you must use your Recovery Insurance ID when making a claim. Full instructions on making a claim will be emailed to you, along with your Recovery Insurance ID, upon payment of your Recovery Insurance invoice.
- e. you agree that the Recovery Insurance ID emailed to you is for your use only and is valid only for the period of insurance as outlined in your Recovery Insurance invoice.

9. Non payment for your Cryptex Services

If you fail to pay for the Services in accordance with these terms and conditions, your account will be suspended.

Should you require the return of your data after the Services have been suspended, you will need to contact us via email at support@cryptexonline.com to arrange return of your data. An administration fee of \$250.00, in addition to the value of your account outstanding up until the time of suspension, will be charged for the return of your data after your account has been suspended.

Note: any data not retrieved 30 days after your Services have been suspended will be deleted from our servers.

10. Our Software

The Software is protected by Australian copyright laws among other intellectual property laws and international treaties, and is the property of, or licensed by us. The Customer must treat the Software like any other copyrighted material and acknowledges that it has no right, title or interest in or to the Software. You agree that we grant you a non-exclusive license to install the Software on your computers, laptops, servers or any other storage device for the sole purpose of backing up your data to, or restoring your data from, our servers and for no other purpose whatsoever.

Upon the termination of the agreement between you and us for whatever reason (or upon you ceasing to use the Services or us disabling the Services), you agree to remove the Software (and any other software we may provide you) from all of your computers, laptops, servers or any other storage device where it was or has been stored.

You are solely responsible for the configuration of your computer systems in order to operate the Software.

You must not: copy the Software; in any way modify or adapt the Software or merge it into another program; reverse engineer, disassemble, decompile or make any attempt to discover the source code of the Software

You agree not to onsell or trade in the Software or Services without specific written consent from us.

11. Intellectual Property

We retain all right, title and interest in and to the Website, the Services and all related content, and nothing you do on or in relation to the Website, the Services or any of the related content will transfer any intellectual property rights to you or (other than the rights expressly granted to you under these terms and conditions) licence you to exercise any intellectual property rights unless expressly stated by us.

CryptexOnline, our logo(s), www.cryptexonline.com and other names of CryptexOnline products and/or services referenced in these terms and conditions, the Services and the Website are trademarks or registered trademarks owned by us. Other service and company names referred to on the Website or advertising may be the trademarks of their respective owners. You must not use our trademarks or registered trademarks in connection with any product or service that is not offered by us, nor in any manner that may reflect negatively on us, the Website or the Services, or on the goodwill, name or reputation of us, the Website or the Services.

You acknowledge that the Website, the Services and all related content are subject to copyright and possibly other intellectual property rights. We grant you permission to access and use copyright material only for private purposes. All rights not expressly granted under these terms and conditions are reserved by us. You must not modify, copy, display, retransmit, distribute, sell, publish, broadcast or otherwise use the Website, the Services or any related content other than in accordance with the rights granted to you under these terms and conditions. For reproduction or use of our copyright material beyond such personal use, written permission must be obtained directly from us or the relevant copyright owner. If given, permission will be subject to the requirement that the copyright owner's name and interest in the material be acknowledged when the material is reproduced or quoted, in whole or in part.

12. Advertising

Some aspects of the Services are supported by advertising revenue and certain related material may display advertisements and promotions of third parties. These advertisements may be targeted to the content of information stored with us, queries made by you or other information.

The manner, mode and extent of advertising used by us in this manner is subject to change without specific notice to you.

In consideration of us granting you access to and use of the Services, you agree we may place such advertising on material related to the Services.

13. Other content

Certain material related to the Services may include hyperlinks to other web sites or content or resources. We have no control over any web sites or resources which may be found by following these hyperlinks. You acknowledge and agree that we are not responsible for the availability of any such external sites or resources, and acknowledge that we do not endorse any advertising, products or other materials on or available from such web sites or resources.

You acknowledge and agree that we are not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

14. Comply with laws

In using the Services (and in particular in relation to storing data with us) and/or Website you must not: (a) violate any applicable laws; (b) impersonate any person; (c) post any material or content that: (i) infringes the intellectual property rights of any third party or post any material or content that you do not have the right to post; (ii) is unlawful, harmful, threatening, abusive, misleading, invasive of another's privacy, harassing, defamatory, obscene or otherwise objectionable to any other person or entity; (iii) contains any unsanctioned advertising, promotional materials, or any other forms of unsanctioned solicitation, including without limitation junk mail, spam, chain letters or any unsolicited mass distribution of email; (d) distribute viruses, corrupted files or any other similar software or programs that may damage the operation of any computer hardware or software; (e) collect or store personal data about other users of the Website or Services; or (f) engage in any other conduct that inhibits any other person from using or enjoying the Website or Services.

15. Representations and warranties

You represent and warrant that you will not use the Services or Website for any purpose that is unlawful or prohibited by these terms and conditions.

16. Indemnity

You agree to defend, indemnify and hold harmless us, our officers, directors, and employees, from and against all claims, actions, demands, liabilities and settlements, including, without limitation, reasonable legal fees, arising in connection with your use of the Services or Website or resulting from, or alleged to result from, your use of the Services or Website, or your violation of any of these terms and conditions.

17. Variation of the Services or Website

You acknowledge that we may, in our sole and absolute discretion and without any notice, vary, modify or discontinue, temporarily or permanently, any or all of the Services and/or Website and you agree that we are not liable to you or any third party for such variation, modification or discontinuance.

18. Privacy policy

In using the Services and/or Website, you may give us personal information in which you have certain rights. By using the Services or Website, you grant us consent to use your personal information in accordance with any privacy policy we may institute from time to time or in accordance with applicable law and you acknowledge that this forms part of these terms and conditions.

19. Termination

If you breach (or we reasonably believe you have breached) these terms and conditions, or if we determine (or have reason to believe) you are engaging in conduct that breaches any law or regulation or infringes upon our rights or the rights of any other person, we may deactivate, cancel, suspend or terminate any aspect of your use of the Services and/or Website without notice to you. We will have no further obligation to you. Except as specifically provided for in these terms and conditions, upon deactivation, cancellation, suspension or termination, you will not be entitled to any compensation or damages, nor will you be relieved of any obligation you agreed to or incurred during your use of the Services and/or Website.

20. General

(a) If any part of these terms and conditions is held to be unenforceable, the unenforceable part is to be given effect to the greatest extent possible and the remainder will remain in full force and effect. (b) These terms and conditions are governed by the laws of Victoria, Australia and you irrevocably submit to the exclusive jurisdiction of the courts of Victoria, Australia. (c) Your use of the Services and Website is conducted electronically and you agree that we may communicate with you electronically for all aspects of your use of the Services and Website, including sending you electronic notices. (d) The provisions of these terms and conditions which by their nature survive termination or expiry of our agreement will survive cancellation of your registration or termination or expiry of our agreement.