



securiq

A FRESH APPROACH? THINK SECURIQ!

Terms and Conditions

1. Welcome to the website of Saleems Consulting Pty Ltd (trading as SecurIQ') (**SecurIQ Website**). By accessing or using this SecurIQ Website, you agree to the Terms and Conditions set out below or as amended from time to time at Our discretion. A version of the current Terms and Conditions will be available on this SecurIQ Website as they are changed. If You do not agree to these Terms and Conditions, You may not access or otherwise use the SecurIQ Website.
2. In these SecurIQ Website Terms and Conditions:
 - (a) **SecurIQ, Us, We or Our** means Saleems Consulting Pty Ltd (ABN 80 145 039 961) (trading as SecurIQ) and each of its related bodies corporate, any of their respective employees or any person contributing to this SecurIQ Website;
 - (b) **SecurIQ Website** means the public website with the url: <https://www.securiq.com.au> and includes the web portals linked to or able to be accessed from the SecurIQ Website, including those of SecurIQ's related bodies corporate that is able to be accessed by You; and
 - (c) **You, Your or Their** means the person accessing this SecurIQ Website, your agents and your and their employers and each of their related bodies corporate, and any of their respective employees.
3. You are responsible for making all arrangements necessary for You to have access to the SecurIQ Website. You are also responsible for ensuring that all persons who access the SecurIQ Website through your internet connection or mobile telephone are aware of these Terms and Conditions, and that they comply with them.
4. We will not be liable if for any reason the SecurIQ Website is unavailable (wholly or partly) at any time or for any period.
5. We reserve the right to determine Your eligibility for access, the extent of Your access, and the level of information or services available to You via the SecurIQ Website. We may suspend or terminate Your access to or use of the SecurIQ Website at any time for any reason.

Nature of Information

6. The material on this SecurIQ Website is intended only to provide a summary and general overview on matters of interest, including in relation to Our products and services. It is provided “as is” and is not intended to be comprehensive nor does it constitute advice or a representation of the products or services We or other parties are able to offer You. You must make Your own assessment of it and rely on it wholly at Your own risk.
7. This SecurIQ Website may contain information provided by third parties for which We accept no responsibility whatsoever for information or advice provided to You directly by third parties. We are not providing any advice nor do We take any responsibility for any advice received in this regard.
8. The information on this SecurIQ Website is liable to be changed, updated or added to without notice. However, We do not undertake to keep this SecurIQ Website updated nor do We guarantee its currency as there may be delays, inaccuracies, errors or omissions.
9. When accessing and using the SecurIQ Website, you must:
 - (a) not attempt to undermine the security or integrity of Our computing systems or networks or, where the SecurIQ Website is hosted by a third party, that third party's computing systems and networks;
 - (b) not use, or misuse, the SecurIQ Website in any way which may impair the functionality of the SecurIQ Website, or other systems used in the course of delivering the SecurIQ Website, or impair the ability of any other user to use the SecurIQ Website;
 - (c) not attempt to gain unauthorised access to any materials other than those to which You have been given express permission to access or to the computer system on which the SecurIQ Website is hosted;
 - (d) not transmit, or input into the SecurIQ Website, any files that may damage any other person's computing devices or software, content that may be offensive, or material or data in violation of any law; and
 - (e) not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the SecurIQ Website.

Linked websites

10. This SecurIQ Website may contain links to other sites over which We have no control. We make no representation or warranty as to the accuracy or any other aspect of the information on those linked sites. No link to another site should be construed as sponsorship of or an endorsement, approval or

recommendation by Us of the owners or operators of the linked websites or any content, information, products or services referred to on them or any arrangement between Us and the owners of the linked website and we accept no responsibility for them or for any loss or damage that may arise from Your use of them (notwithstanding anything else contained herein). We only provide links to third party websites for your information and convenience. Your linking to or from the linked websites, or use of, or reliance on, such linked websites, resources, products or services is at Your own risk. When using the linked websites, You will be bound by the terms and conditions posted on those sites.

11. You must not create or maintain any link from another website to this SecurIQ Website without Our prior written consent. Where such consent is provided, You:
 - (a) may only link to, and not replicate, content or pages on the SecurIQ Website;
 - (b) must ensure that any links are presented in a way that fairly represents Us;
 - (c) may not use Our logos or trademarks and must not give the impression that You or Your site is endorsed or sponsored by Us; and
 - (d) comply with the intellectual property conditions set out in these Terms and Conditions (including not framing, reformatting or altering any files or information without Our consent).
12. We may in Our absolute discretion require You to remove, and not create any further, links to the SecurIQ Website or any content that is in breach of these Terms and Conditions.

Social Media and other submitted information

13. We may provide You with the ability to communicate with Us and other users of the SecurIQ Website through agreements, online forms, emails, IVR, electronic requests and enquires, bulletin boards, blogs, competition entries, online forums, inbound phone number services and other forms of electronic messaging (**Communications Services**). You acknowledge that Communications Services may be public and not private communications. Furthermore, you acknowledge that Communication Services should not be considered reviewed, screened, or approved by Us.
14. This SecurIQ Website may also contain the ability for You to submit information to Our social media pages and links to social media pages provided by third parties (including LinkedIn, Facebook and Twitter) (collectively **Social Media Sites**). Access and use of any third party Social Media Sites is subject to the relevant third parties terms.
15. If SecurIQ Website enables You to submit content and use the Social Media Sites, You must:
 - (a) act reasonably and respectfully;
 - (b) ensure that any content that You do upload is accurate, complete and up to date;

- (c) ensure that in relation to any opinion that you submit, the opinion is genuinely held;
- (d) not submit content that:
 - (i) is in a language other than English;
 - (ii) is confidential information;
 - (iii) is false, misleading, inaccurate, deceptive, or fraudulent, including, but not limited to, as a result of You having impersonated another person or misrepresented your identity;
 - (iv) violates the rights of any other person;
 - (v) is, or is likely to be considered to be, vulgar, offensive, indecent or obscene, pornographic or sexually explicit, harassing, threatening or abusive, inflammatory, hateful or disparaging, seditious, blasphemous, is or may be a breach of another person's privacy (such as by disclosing personal or identifying details of another person without authorisation) or otherwise objectionable according to the dictates of good taste and social acceptability (including by promoting, advocating or seeking to incite discrimination based on race, sex, disability, age, religion, nationality, sexual orientation or an unlawful or illegal act);
 - (vi) is defamatory or harms or intends to harm someone in any way, including by causing unreasonable embarrassment, annoyance, distress or alarm to another individual, including Us or Our employees;
 - (vii) is illegal or unlawful or infringes the intellectual property of another person;
 - (viii) contains malicious code;
 - (ix) is unauthorised, unsolicited or undisclosed advertising or promotional material, which makes excessive commercial references or which promotes or endorses any other organization's products or services;
 - (x) is aimed at disparaging or damaging the reputation or goodwill of Our business, the SecurIQ Website or any of Our officers, employees, agents, suppliers, and customers;
 - (xi) personally identifies an individual or group of individuals;
 - (xii) is repetitive or otherwise intended to impair the use of the Social Media Sites; and
 - (xiii) in Our opinion is inappropriate;
- (e) obtain any consents or licenses necessary to permit You to submit that content and for Us to use that content in accordance with these Terms and Conditions; and
- (f) ensure that it complies with all applicable laws, regulations, rules, codes or other legal obligations having effect in the state of Victoria, Australia, the state in which You are located, and the Commonwealth of Australia, and any relevant international laws.

16. We reserve the right to remove (or request that a third party removes) any content that is submitted in breach of these Terms and Conditions, or which We consider is inappropriate.
17. We do not endorse, and are not responsible for, content submitted by You or other users of the Social Media Sites. We do not accept any responsibility or liability (either direct or indirect) for any loss or damage arising in connection with the use of (or reliance on) any information, links or other content posted on the SecurIQ Website by individuals.

Intellectual property rights

18. Unless otherwise indicated:
 - (a) SecurIQ owns the copyright in and the design, layout, look, appearance and graphics of this SecurIQ Website; and
 - (b) SecurIQ owns or licences the copyright in the content of this SecurIQ Website.

Some of the copyright in the content of this SecurIQ Website may be owned by someone else and is included on the SecurIQ Website under a licence or agreement.

19. Using the SecurIQ Website does not give You (or anyone else) ownership of, or any right, title or interest in, the SecurIQ Website (or any Intellectual Property Rights contained therein) or any information or technology that may be provided to, or accessed by, You in connection with Your use of the SecurIQ Website, all of which is, and will remain, owned by Us or Our licensors.
20. You acknowledge and agree that SecurIQ owns all data and information uploaded onto, or created by or using, the SecurIQ Website. You assign any rights You may have in those materials to SecurIQ. You agree that SecurIQ can use and adapt any ideas, concepts, techniques, words or images contained in any of those materials for any purpose and without restriction or compensation.
21. All intellectual property rights discovered, developed or otherwise coming into existence as a result of, for the purposes of, or in connection with, the SecurIQ Website will automatically vest in, and are assigned to, Us.
22. All rights are reserved.
23. You may only access and use the content on the SecurIQ Website for non-commercial or personal use unless You have prior written approval from Us. No material on this SecurIQ Website can be reproduced, adapted, commercialised, communicated to the public, distributed, republished, uploaded, transmitted electronically, aggregated, stored in a retrieval system or transmitted without Our prior written consent.

24. You may create a temporary copy of part or all of this SecurIQ Website on Your local computer for the sole purpose of viewing it, and print out a hard copy of any extract of the content on this SecurIQ Website for Your personal use provided all copyright and other intellectual property rights notices are included and You acknowledge this SecurIQ Website as the source of the material. All other use, copying or reproduction of this SecurIQ Website or any part of it is prohibited (except to the extent permitted by law). None of the content or any part of it may be reproduced on any other website.
25. If You seek to reproduce or otherwise use the content in any way it is your responsibility to obtain approval for such use where necessary.
26. All trademarks mentioned on this SecurIQ Website belong to their respective owners and are protected by applicable laws. Use of these trademarks without express permission of the trade mark owner will infringe the intellectual property rights of their respective owners.
27. By giving any feedback to Us, including making suggestions or requesting enhancements, You grant to us a royalty-free, worldwide, transferable, irrevocable, perpetual and sub-licensable licence to use or incorporate any aspect of Your feedback into the SecurIQ Website.
28. You acknowledge that We may publish the existence (but not the terms) of the relationship contemplated under these Terms and Conditions as part of Our promotional and marketing activities from time to time.

Confidentiality and Privacy

29. Save as required by law, all information supplied by Us in relation to Our businesses is confidential and must not be disclosed by You to a third party (except your professional advisors) without Our written consent. This includes, without limitation, information provided to You in any form (including written and electronic) and by any means (including during any conversations with You). Upon Our request, such confidential information must either be destroyed or returned to Us, as directed by Us.
30. This SecurIQ Website may store “cookies” on the web browser of Your computer.
31. All personal information collected as a result of Your use of this SecurIQ Website is dealt with in accordance with Our [Privacy Statement](#).

Exclusion of competitors

32. If You are in the business of providing similar products or services for the purpose of providing them for a fee to users, whether they be business users or domestic users, then you are a competitor of Ours. We expressly exclude and do not permit You to use or access this SecurIQ Website, to

download any documents or information from this SecurIQ Website or obtain any such documents or information through a third party.

33. If You as a competitor of Ours breaches these SecurIQ Website Terms and Conditions then We will hold you fully responsible for any loss that We might sustain and We further hold You accountable for all profits that You might make from such unpermitted and improper use. We reserve the right to exclude and not permit any person from using this SecurIQ Website or any of the contents, documents and information contained on it.

Liability

34. We are not responsible to You or anyone else for any loss or damage however caused (including through negligence, recklessness or wilful act or omission) which may be directly or indirectly suffered by You in connection with the use of this SecurIQ Website, any linked websites, any Communications Services, any Social Media Sites, or any of the content of them.
35. We are not liable to you or anyone else if interference with or damage to Your computer systems occurs in connection with use of this SecurIQ Website, a linked website, any Communications Services, or any Social Media Sites. You acknowledge that the internet is an insecure public network where there is a risk that Your use of, and interactions with, this SecurIQ Website may be viewed, intercepted or modified by third parties and that this SecurIQ Website and any information on this SecurIQ Website may contain harmful code.
36. You must take your own precautions to ensure that whatever You select for Your use from this SecurIQ Website is free of viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of Your computer systems.
37. SecurIQ makes no warranties or representations (either express or implied) about this SecurIQ Website or any of the content (and including its reliability, accuracy and completeness) or that the contents, documents, products and services that are provided will be free of errors or that defects will be corrected. SecurIQ excludes, to the maximum extent permitted by law, any liability which may arise as a result of the use of this SecurIQ Website, its content or the information on it.
38. It shall be Your own responsibility to ensure that any products, services or information available through this SecurIQ Website meets your specific, personal requirements. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

39. You acknowledge and agree that, to the extent permitted by law, we make no representations, warranties or guarantees in relation to the availability, continuity, reliability, accuracy, currency or security of the Website (or any goods or services provided, listed, displayed or published in connection with the Website). We will not be liable if the Website is unavailable for any reason, including directly or indirectly as a result of:
- (a) telecommunications unavailability, interruption, delay, bottleneck, failure or fault;
 - (b) negligent, malicious or wilful acts or omissions of third parties (including Our third party service providers);
 - (c) maintenance (scheduled or unscheduled) carried out by Us or any third party service provider, including in respect of any of the systems or network used in connection with the provision of the SecurIQ Website;
 - (d) services provided by third parties (including internet service providers) ceasing or becoming unavailable; or
 - (e) a Force Majeure Event.
40. Nothing contained in these Terms and Conditions excludes, restricts or modifies the application of any condition, warranty or other obligation, the exercise of any right or remedy, or the imposition of any liability under the Competition and Consumer Act 2010 (Cth) or any other national, State or Territory legislation where to do so is unlawful.
41. Where any law implies a warranty into these Terms and Conditions which cannot be lawfully excluded, then to the maximum extent permitted by law, SecurIQ's liability for breach of warranty in relation to the use of this SecurIQ Website or the content will, at Our option, be limited to the supply of any information again or payment of the cost of having the information supplied again.
42. To the fullest extent permitted by law, SecurIQ will never be liable to You or any third party for:
- (a) any indirect, incidental, special or consequential loss arising out of the use of this SecurIQ Website;
 - (b) loss of business profits, loss of revenue, loss of opportunity, business interruption, economic loss, loss of goodwill, loss of use, downtime costs, failure to realise anticipated savings, loss, corruption or alteration of data, expectation loss or loss of production;
 - (c) loss of or damage to any property or any personal injury or death to You or any third person, arising out of, relating to or connected to the provision or use of the SecurIQ Website and these Terms and Conditions, regardless of the cause of action on which they are based, even if advised of the possibility of such damage occurring.

43. Under no circumstances will SecurIQ's aggregate liability, whether based upon warranty, contract, statute, tort (including negligence) or otherwise, exceed the sum of \$1.00.
44. You are liable for and must indemnify and compensate SecurIQ on demand for all losses, costs, expenses (including legal costs on a full indemnity basis), claim or damage suffered or incurred (or which We agree to pay by way of settlement or compromise) as a direct or indirect result of, in connection with or arising out of:
 - (a) the use by you or any third party of the SecurIQ Website;
 - (b) a breach of these Terms and Conditions (including a representation or warranty);
 - (c) fraudulent or dishonest conduct of You or any person You have permitted to use this SecurIQ Website on Your behalf;
 - (d) a failure to obtain, maintain, and comply with required consents and applicable laws;
 - (e) any breach of any third party's intellectual property rights or other rights caused by You; and
 - (f) claims, actions or proceedings by a third party and any investigations by a government body, arising out of any of Your acts or omissions or any of Your related parties whether accidental or not.
45. You agree to report any misuse of this SecurIQ Website that You become aware of to Us.

Dispute resolution

46. The parties may, before resorting to court proceedings (except interlocutory or interim relief), initially refer any dispute between the parties under or relating to these Terms and Conditions, to a nominated representative of each party to endeavour to resolve the dispute within 20 days. If the dispute is not resolved within this period, then either party may, in its absolute discretion, initiate court proceedings.

Suspension and termination

47. You agree that We may, at any time and at Our sole discretion, with or without cause or any notice to You, terminate your access to the SecurIQ Website, the products and services, or suspend or block your access to the SecurIQ Website, products and services.
48. Cause for such suspension or termination shall include, but not be limited to:
 - (a) breaches or violations of these Terms and Conditions, Our policies and guidelines (including our [Privacy Statement](#)) and/or any other agreements entered into between the parties;
 - (b) requests by law enforcement or other government agencies;
 - (c) discontinuance of the SecurIQ Website (or any part thereof); or

(d) unexpected technical or security issues or problems.

49. You agree that all such suspensions or terminations shall be made at our sole discretion and that we shall not be liable to you or any third party for any such suspension or termination.

Force majeure

50. We will have no liability to You (or anyone else) if We are prevented from or delayed in performing Our obligations to You under these Terms and Conditions (or otherwise), by acts, events, omissions or accidents beyond Our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network, denial of service attack, domain name server outage, advanced persistent threats attack, act of God, natural disaster, sabotage, war, riot, civil commotion, computer hacking, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, default of suppliers or sub-contractors, or shortage of suppliers, equipment or materials, epidemic, pandemic or similar health event, whether or not declared by a relevant health or government authority (**Force Majeure Event**).

Whole agreement

51. These terms and conditions represent the whole agreement between You and SecurIQ concerning Your use and access to the SecurIQ Website and Your use and access to the contents, documents and information on it and the products and services available through it. No other term is to be included in this agreement except where it is required to be included by any legislation of the Commonwealth or any State or Territory. All implied terms except those implied by statute and which cannot be expressly excluded are hereby expressly excluded.

Jurisdiction

52. We do not represent that We hold the authorisations and approvals required to provide products and services in all jurisdictions where the material on this SecurIQ Website may be viewed or received. You must ensure that Your access to and use of this SecurIQ Website is not illegal or prohibited by laws which apply to You or in Your location.

53. These Terms and Conditions are governed by the laws in force in the state of Victoria, Australia and you submit to the non-exclusive jurisdiction of the courts of Victoria, Australia and any courts which

may hear appeals from those courts in respect of any proceedings in connection with these Terms and Conditions or this SecurIQ Website.

54. If any provision (or part of a provision) of these Terms and Conditions is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

Updates to these Terms and Conditions

55. We may in our sole discretion, amend or update these Terms and Conditions at any time. If We do, We will update the “last modified” section at the bottom of these Terms and Conditions. Your continued access to and use of the SecurIQ Website following any such amendment will be confirmation of Your acceptance of the amendments. We encourage you to regularly review these Terms and Conditions.

If you have any questions relating to these Terms and Conditions, please [contact us](#).

Last modified: **12 October 2022**