SCRAM SOFTWARE
SECURING YOUR DATA IN THE CLOUD

Terms of Service Agreement

This Terms of Service Agreement (this "**Agreement**") is an agreement between you ("**you**" or "**User**") and Scram Software Pty Ltd ("**Scram**", "**we**" or "**us**").

Read the terms and conditions properly before using Scram's websites, links, search results, hosting Services and third party tools ("**Services**").

1.   Acceptance

1.1   By using or visiting any site owned or operated by Scram Software, including but not limited to   scramsoft.com,   scrambox.com,   scramget.com,   scramphoto.com, scramchat.net (**"Site"**) or using any Services, you agree to be bound to this Agreement.

1.2   Scram may change this Agreement or the Services at any time without notice. The most current version of this Agreement will be published on the Site. Use of the Services after a change has been made to either the Agreement or the Services and after you have been made aware of the change will be deemed an acceptance of the change.

2.   Use of the Services

2.1   In order to access some of the features of the Services, you will have to create an account. You may never use another person's account. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account and you must keep your password secure. You must immediately notify us of any breach of security or unauthorised use of your account.

2.2   You will require internet connectivity and appropriate technical communication links to use the Site. You agree that Scram shall not be liable for any internet or telecommunications or other costs that you may incur.

2.3   Pursuant to this Agreement, Scram hereby grants you a limited revocable non-transferrable and non-exclusive licence to use these Services to the extent and only to the extent necessary to access and use these Services in accordance with the terms of this Agreement.

2.4   This Licence does not permit you and you agree not to store, copy, reproduce, republish, modify, upload, post, translate, rent, lease, loan, sell, distribute, transfer, transmit, display, decompile, reverse engineer, reverse assemble, decipher or otherwise attempt to use the source code for the Services.

3.   Content

3.1   You are legally responsible for all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials uploaded, posted or stored in connection in use with the Services ("**Content**").

3.2   You shall be solely responsible for your own Content. Scram is not responsible for your Content.

3.3   You acknowledge that by submitting Content to the Site, Scram is granted a worldwide royalty free non-exclusive sub-licensable and transferable unrestricted permission to host the Content in order to provide you with the Services and hereby represent and warrant that you have all the rights necessary to grant such licence.

3.4   In the case of encrypted content, the passwords and/or encryption keys to the Content are the Licensee's sole responsibility and the Licensor does not backup or store passwords and/or encryption keys. In the event you lose or forget your password and/or encryption keys, the Content will be completely irretrievable. No technical support can be provided by Scram to assist in recovering such password. You are responsible for any Content that may be lost or unrecoverable through your use of the Services.

4.   Conduct

4.1   You agree to the following conduct:

(a)   you will only use copyrighted material owned by You or have the authority of a third party to use material in your Content;

(b)   you will not collect or harvest any information from the Site including personally identifiable information and account names from the Service and the Site, nor to use the communication systems provided by the Service (e.g., comments, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Service with respect to their content;

(c)   you will not post, distribute or otherwise make available or transmit any computer file that contains a virus, Trojan, adware, malware or other malicious code which are designed or like to interrupt, damage, destroy any computer software or hardware or interface in any way with the provision of Services;

(d)   you will not solicit login information or access an account belonging to someone else;

(e)   you will not use the Site for disseminating any unlawful, libellous, abusive, violent, threatening, intimidating, harmful, offensive or otherwise objectionable material;

(f)   you will not do anything that could disable, overburden, impair, interrupt or likely to interrupt the proper working of the Site such as a denial of Service attack;

(g)   you will comply with any applicable local, state, federal and international laws, government rules or requirements;

(h)   you will not use the Site or Services for the posting, uploading, emailing or other transmission of any material where the publication, dissemination, use or possession of which infringes the rights of any person or which is unlawful in any other respect;

(i)   you will not use the Site or Services for unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation or commercial exploitation;

(j)   you will not use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Services in a manner that sends more request messages to the Scram servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, Scram grants the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. Scram reserves the right to revoke these exceptions either generally or in specific cases. Scram does not disallow the use of sniffers such as Ethereal, tcpdump or HTTPWatch in general but disallows any efforts to reverse-engineer our Services, our protocols or explore outside the boundaries of the normal requests made by Scram's clients. Scram disallows request modification tools such as fiddler or whisker or the like or any other tool activities that are meant to explore or harm, penetrate or test the Services or Scram websites. You must secure our permission before you measure, test, health check or otherwise monitor any network equipment, servers or assets hosted on the Scram websites.

(k)   you will not use the Site or Services in such a way in any way that might bring Scram or any director, principal or employee of Scram into disrepute; and

(l)   you may not send messages using the Services which do not correctly identify the sender and you may not alter the attribution of origin in the electronic messages or that may jeopardise the security of your account. In other words, spoofing of any kind is prohibited. You will not attempt to or actually access the Services by any means other than through the interfaces provided by Scram.

4.2   You may not access the Services from any jurisdiction where:

(a)   such use or access would be prohibited or restricted by law;

(b)   such use or access would be prohibited or restricted by export control laws of Australia; or

(c)   Scram prohibits or restricts use of, export to or re-export for use.

4.3   Scram may determine in its sole discretion whether or not an account is in violation. Violation may result in user information tracking to identify the offending user. Offending users may be permanently restricted from holding an account or using the Services.   If required by law, we may also provide your information to law enforcement officials in the appropriate jurisdictions.

5.   Account Termination

5.1   Scram has a right to immediately disable, terminate your account, withdraw Services and remove your Content if:

(a)   You provide any information that is inaccurate, false or misleading, or if Scram has reasonable grounds to suspect that your information is inaccurate, false or misleading;

(b)   Your use of the Services or Site is in breach of these terms and conditions;

(c)   Your usage of the Services results in, or is the subject of, legal action or threatened legal action, against Scram or any of its related parties or partners, without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit;

(d)   it is compelled by law.

5.2   Scram will be not responsible for any discontinuation of the Services and is not required to provide access to alternative Services or a refund (if any payment has been made).

6.   Review Account

Scram may review every account for excessive space and bandwidth utilisation and to terminate or apply additional fees to those accounts that exceed allowed levels.

7.   Third party & External Sites

7.1   On some of the pages of the Site you may be informed of the opportunity of entering into agreements with third parties. Scram is not liable in relation to, and takes no responsibility for, any contract entered into by you with any third party.

7.2   Some of the pages on the Site include links to external websites. Scram is not responsible for the goods or Services available on, or any content of, any of these Internet sites.

8.   Intellectual Property

8.1   The names, images and logos identifying Scram or third parties and their products and Services, are the proprietary marks of Scram, and/or may be the proprietary marks of third parties and no use should be made unless with prior written consent.

8.2 You acknowledge that no title or interest to Scram's intellectual property rights is transferred to you and you agree to make no claim of interest in any Scram's Services or Sites.

9. Privacy

9.1 If you access the Site, the server may automatically log and store certain information provided by your computer or web browser. Scram's Privacy Policy is available at the Site which is incorporated into these terms and conditions. You should review the Privacy Policy to ensure that you are aware of how Scram uses information.

9.2 By using the Service, You consent to Scram collecting, storing and using the information submitted in accordance with this privacy policy. Scram notes that information submitted through online forms are not necessarily secure and may be intercepted or viewed by a third party.

9.3 Scram may update its Privacy Policy from time to time with the most current version located on Scram's Site.

9.4 In providing the Services, Scram may also provide direct marketing as well as disclosing personal information to other entities including such designated payment processor or its advisers as well as any person including any regulatory authority where compelled to do so by a court order, exercise of a statutory power or otherwise where compelled by law (but only as required to comply with such order or law) under the Australian Privacy Principles and as set out in the Privacy Policy.

10. Warranty Disclaimer

10.1 Scram provides this Site and Services without warranty of any kind either express or implied, including but not limited to the implied warranties or conditions of merchantability or fitness for a particular purpose.

10.2 Scram makes no promise that the Site will always be maintained with the same DNS names, IP addresses, authentication methods or URL's.

10.3 Scram makes no promise that the Services at Scram will meet your requirements or be fault free.

10.4 Your access to the Site may occasionally be restricted to allow for repairs, maintenance or the introduction of new facilities or Services. Your access to the Site may be occasionally restricted due to conditions beyond the control of Scram including but not limited to Acts of God. Scram will attempt to restore access as soon as it is reasonably able.

11. Limitation of Liability

11.1 Scram, its directors, its employees and its representatives exclude, in so far as it is legally possible all liability and responsibility for damages including, but not limited to, indirect or consequential damages, damages for loss of opportunity or chance, or any damages whatsoever arising from:

(a)   any Content on the Site or the defamatory, offensive or illegal conduct of any third party;

(b)   errors, mistakes or inaccuracies of Content;

(c)   personal injury or property damage of any nature whatsoever resulting from your access to and use of Services;

(d)   any unauthorised access to or use of the Site's servers and/or any and all personal information or financial information stored therein;

(e)   use, misuse or loss of use, data, or profits, whether in action of contract, negligence or other tortuous action, arising out of, or in connection with, any information on the Site or the use thereof;

(f)   any viruses or any other computer code, files or programs designed to interrupt, restrict, destroy, limit the functionality of or compromise the integrity of any computer software or hardware or telecommunications equipment or other material transmitted with or as part of the Site;

(g)   any malfunction, errors or interruptions to the Site, inability to access the Site, incompatibility of the Site and delay or failure to provide the Services.

11.2   This waiver extends to all claims regardless of whether such damages are reasonably foreseeable or known to Scram and the User waives all damages for lost profits, lost data or lost equipment for any website or network down time and for any cost of procuring substitute Service.

12. Indemnity

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless Scram, its associated entities, officers, directors, employees and agents from and against any and all claims, damages, obligations, losses, liabilities, costs or debts, and expenses arising from:

(a) Your use of the Services, including but not limited irretrievable Content due to loss of passwords and/or encryption keys;

(b) Your access to the Services, including but not limited to restricted use of the Services as provided in **clause** 10.4;

(c) Your violation of any term of this terms and conditions;

(d) Your violation of any third party rights;

(e) any claim that your Content caused damage to a third party.

This defence and indemnity obligation will survive these terms and conditions and the term of this Agreement.

13. General

13.1   In the interpretation of this Agreement, unless the contrary intention appears:

(a)   a reference to this Agreement means a reference to an agreement between Scram and the User on the terms and conditions of this document and includes an amendment or supplement to, or replacement or novation of this Agreement;

(b)   a reference to a person includes a reference to a corporation, firm, association or other entity, and vice versa;

(c)   the singular includes the plural and vice versa;

(d)   a reference to any gender includes a reference to all other genders;

(e)   a reference to any legislation or to any provision of any legislation includes a reference to any modification or re-enactment of or any provisions substituted for such legislation or provisions;

(f)   an agreement, representation or warranty made by two or more persons is made by them jointly and by each of them severally;

(g)   where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning; and

(h)   headings are inserted for convenience only and do not affect the interpretation of this Agreement.

13.2   Unless otherwise requested in writing by the User, Scram may use the User's corporate identity (if applicable) as part of promoting the Services in the marketplace.

13.3   Scram may assign, novate or otherwise transfer its rights and obligations that arise under this Agreement. The User may not assign its rights or obligations that arise under this Agreement without the prior written consent of Scram (which may be withheld).

13.4   Each provision of this Agreement capable of having effect after termination and each representation and warranty made in this Agreement will survive the execution, delivery and termination of this Agreement and the performance of all obligations under this Agreement and will not merge on termination.

13.5   This Agreement shall be deemed entered into in the State of Victoria, Australia. You agree that the laws and judicial decisions of the State of Victoria, Australia shall be used to determine the validity, construction, interpretation and legal effect of this Agreement. You agree that any action relating to or arising out of this Agreement shall be brought in the courts of the State of Victoria, Australia.

13.6   The Services are controlled and offered by Scram from Victoria, Australia. Scram makes no representation that the Services are appropriate or available for use in

other locations. Those who access or use the Services from other jurisdictions do so at their own volition and are responsible for local laws.

13.7   You agree that the terms of this Agreement are severable. If any part of this Agreement is determined to be unenforceable or invalid, the remaining terms and conditions of the Agreement will remain in full force and effect.

13.8   The failure of Scram to enforce any of the provisions within this Agreement or its incorporated agreements and policies against You or others shall not be construed to be a waiver of the right of Scram thereafter to enforce such provisions.

13.9   These terms and conditions together with notices posted on the Site shall constitute the entire agreement between you and Scram concerning the Services.

Date Last Modified: 14 July 2016