

EMAIL LEGAL NOTICE

1. APPLICABILITY

Auscsec Pty Ltd (AUSCSEC) is a technology company that specialises in Information Technology (IT) Cybersecurity consultancy services based in Canberra and Melbourne Australia.

2. PURPOSE

The purpose of this Email Legal Notice is to regulate the use and receipt of email to and from AUSCSEC in accordance with the Electronic Transactions (Victoria and ACT) Act 2000.

3. SCOPE

Emails, attachments to emails and links within emails are collectively referred to as 'email' in this Email Legal Notice.

4. RECEIPT OF EMAIL FROM AUSCSEC

Email from AUSCSEC is intended for named recipients only. Persons copied are also named recipients.

Any other persons in receipt of email from AUSCSEC are unauthorised recipients of AUSCSEC email. As an authorised recipient, You agree to receiving communications electronically.

5. CONFIDENTIALITY AND PRIVILEGE OF AUSCSEC EMAIL

AUSCSEC email may contain confidential and/or privileged information. Any dissemination, distribution or copying by persons other than the intended recipient(s) is prohibited. If You are an unauthorised recipient, kindly:

- Notify the sender if the sender is an AUSCSEC representative; or
- Notify AUSCSEC at contact@auscsec.com.au if the sender is a third party.

If are an unauthorised recipient please destroy all email in electronic and hard copy format which You have received as an unauthorised recipient and/or have printed without authority.

6. ACCESS, MONITORING AND INTERCEPTION

To comply with law and in line with international standards and best practice relating to the use of information technology in its business activities AUSCSEC monitors and intercepts live communications such as email (blocking, filtering, scanning etc). Where necessary to manage business risk and if required by law, AUSCSEC will also access static information created, received, communicated and stored by it as part of its business and in the pursuit of its legal obligations.

7. PRIVACY

As a result of AUSCSEC's practice of monitoring and intercepting live email communications, users can have no expectation of privacy with respect to email communication to and from

AUSCSEC. If You do not agree to this limitation of Your possible right to privacy, You should not communicate with AUSCSEC via email. Please see also Our Website Terms and Conditions of Use and Privacy Policy which are related notices.

8. WARRANTIES AND REPRESENTATIONS

No warranties are made or implied that any employee or contractor of AUSCSEC is or was authorised to create and/or send email on behalf of AUSCSEC.

9. UNAUTHORISED USE OF AUSCSEC EMAIL SYSTEMS

AUSCSEC regulates its internal environment in accordance with Australian law and administrative, technical and physical controls. In the event that these controls, which include rules on the acceptable use of email are contravened by users, the users themselves will be liable. AUSCSEC directors and management shall not accept liability arising from such contravention.

10. DAMAGES ARISING FROM EMAIL FROM AUSCSEC

Email technologies and the use of related telecommunication systems and networks expose AUSCSEC to dynamic security and business risk. AUSCSEC manages this risk in accordance with Australian law and through its policies, procedures and guidelines to prevent unauthorised access to or abuse of its systems and networks. While AUSCSEC is committed to a reasonable standard of care and diligence, AUSCSEC cannot and will not be liable for damages arising from the use of email which are beyond its control.

11. DISPATCH AND RECEIPT OF EMAIL

In accordance with the Electronic Transactions (Victoria and ACT) Act 2000, senders of email addressed to AUSCSEC agree that email is deemed received by AUSCSEC only when receipt is confirmed orally or in writing. Email from AUSCSEC will be deemed dispatched as and when reflected in the AUSCSEC mail server logs. For all purposes, the place of dispatch and receipt of email from and to AUSCSEC shall be Melbourne, Victoria, and the Australian Capital Territory, ACT, Australia.

12. REQUIREMENTS FOR VALID AGREEMENTS

It is AUSCSEC policy that no binding agreements will be entered into through the use of email. Any offers made or received via email will be regarded merely as part of the process of negotiation. The conclusion of agreements negotiated by email must be reduced to writing, printed on paper and signed by hand with ink.

13. SKILL, DILIGENCE, CARE

AUSCSEC will exercise reasonable skill, diligence and care as may reasonably be expected in the use of email by a similar service provider.

14. COMPANY INFORMATION

Name	AUSCSEC Pty Ltd
Principal place of business	30 Latitude Boulevard, Thomastown, VIC 3074
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