Siritec – Digital Conversion

Terms and Conditions of Service

1st November 2026

Your use of our Services indicates that you accept and be bound by these terms and conditions ("Terms") set forth herein. Acceptance of the Terms creates a binding legal agreement between you and Siritec (ABN 68 205 992 143) that you will comply with the Terms and use the Service only in a manner consistent with these Terms.

In the event the User of our Service is a corporation, limited liability company, partnership, joint venture, other business entity or group of individuals, the person requesting our Service on behalf of the User certifies that he/she has the authority to bind the corporation, LLC, partners, joint venture or other individuals in this manner and in connection with his/her acceptance of all Terms set forth herein. If you do not agree with these terms and conditions, do not access or use any of our Services.

Authorisation

Any Services provided by us is available only to Users who can form legally binding contracts under applicable law.

You represents and warrants that, if an individual, User is at least 18 years old, or, if an entity, User is a corporation, limited liability company, partnership, or other legal entity duly formed and in good standing where required to do business with all legal authority and power to accept these Terms. You agree to provide complete, accurate and current information to us in connection with the Service and further agree to update all such information as necessary to maintain complete, accurate and current information.

After the agreement to these Terms, if it was discovered that you do/did not have the legal authority to bind such entity, you will be personally responsible for the obligations contained in these Terms. We shall not be liable for any loss or damage resulting from our reliance on any instruction, notice, document or communication reasonably believed by us to be genuine and originating from an authorised representative of the entity. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication, we reserve the right to require additional authentication from you.

Although a User our Services must be at least 18 years of age, a parent or legal guardian of a minor may access our Services on the minor's behalf, and by doing so, consents to such minor's use of the Services. User's parents and legal guardians assume full responsibility and liability associated with a minor's use of any of the Services.

Prohibited Uses of Services

We reserve the right at our sole and absolute discretion to refuse to provide our Services to transmit, publish or communicate any material which is deemed to be objectionable by us or considered by us to be contrary to applicable laws. Any perceived violations of laws will be reported by us to law enforcement authorities if in our sole judgment such material is in violation of applicable laws and we cannot be held liable for any outcome resulting from our actions.

You agree that you will not use, or attempt to use, our Services:

To commit a crime or in the course of committing a crime or for an unlawful purpose to do any act that may damage or cause the quality of the Service to be impaired.

In a manner which is illegal under any law or regulation or infringes any industry code of conduct.

To transmit, publish or communicate any material which is, or we believe is offensive, personally offensive, defamatory, abusive, obscene, upsetting, menacing, threatening, harassing, pornographic, or otherwise inappropriate.

In a manner that violates copyright or other intellectual property rights or publish any material that infringes any third party's intellectual property rights or any other rights.

To engage in any activities in such a manner as to expose us, or any other third person who is involved in making the Service available to you to liability or adversely affecting the name, reputation or business of us or any such third person.

To do any act that may damage or interfere with the Service or cause the quality of the Service to be impaired.

To "Spam" or engage in "spamming" activities, breach the Commonwealth Spam Act (2003) and applicable regulations.

Privacy

Our policies of collection, storage, use and disclosure of personal information is in accordance with Privacy Act 2000 (Victoria) and other applicable legislature.

To facilitate the provision of our Services, Users may provide us with Data incorporating personal information. “Data” means data and other information in whatever form provided by, or on behalf of the User to us in order for us to perform the Services and may include, but not be restricted to, Customer details, phone numbers and other lists, and product/service information.

In providing our Services we will:

a. Keep confidential and ensure that its officers, employees, agents and contractors keep confidential the data and take all steps as may be necessary, prudent or desirable in order to safeguard the confidentiality of the Data.

b. Not disclose the Data to any person unless disclosure is:

    - To Siritec's employees, agents or contractors and is necessary for the provision of the Services;
    - Requested or authorised by the User;
    - Necessary for the enforcement of the criminal law or for the protection of public revenue;
    - Necessary to prevent or lessen a serious and imminent threat to the life or health of a person;
    - Required or authorised by law.

The Users warrants that:

- The Data is accurate and up-to-date.
- Any Data or materials provided by or on behalf of the User in order for us to perform the Services have been collected and recorded in compliance with the applicable legislature.
- The User will supply data and materials to us in accordance with the applicable legislature. Siritec, its officers, employees and agents will not be responsible for any claims, liabilities, demands, fines, costs or expenses resulting from the handling or use of Data or materials provided by the User that are not in compliance with the applicable legislature.
- Your email and other personal information you may provide will be stored in a database maintained by us specifically for the task. Your e-mail address and other personal details are confidential. The information you provide will be used only for the purpose for which you have provided it and for related, internal management purposes. We May also send you promotional information, special offers, newsletters and announcements relating to our Services, unless you indicate that you do not wish to receive such promotional information.

Product

We are not responsible for the contents of any product we provided for you. We are under no obligation to review the content for any purpose, including accuracy, completeness of information, quality or clarity. Upon publication you are solely responsible for obtaining any and all necessary intellectual property rights clearances and/or other consents and authorisations. Similarly we are not responsible for your subsequent use of the product and your compliance with state, commonwealth and other applicable legislature.

Installation, maintenance, execution and/or other means of making use of product is not provided within our Services. We will provide you with the product and instructions on the

installation, maintenance, execution and/or other mean of making use of it. Our products are created to function in the environment where development takes place. We cannot be held responsible for errors or functionality loss if it is used on a environment that does not match the development specifications.

Once delivered, we will review and repair any pre-existing errors and/or flaws in the product if reported within 28 days of delivery. Any changes or alterations, or errors reported outside of this time period may be subject to additional charges.

Copyright

You acknowledge that all material developed by us or our third party partners belongs to and is copyright to us in accordance with copyright laws. We reserve the right to utilise materials we created through our Services for any purpose, including utilising materials to promote our Services via any medium.

You shall own the final product provided to you by us. You shall not, however, own any materials, media or other content generated during any intermediate stages leading up to the final product. Your ownership rights under these Terms are limited to the final product, and that no trademarks or service marks in or to the final product are being conveyed under these Terms. You hereby acknowledge that we shall have no obligation to perform trademarks or service marks, or the like, in order to validate the propriety or legality of the final product.

You acknowledge and hereby grant us a perpetual worldwide non-exclusive transferable royalty-free copyright licence to use the final product for internal and archival purposes, and in order to display (in whole or in part) and promote our Services, in any form, media, or technology now known or later developed. You agree to prevent any unauthorized copying of any material relating to the Services or resulting product.

If you believe that any material in our Service is used in a manner which infringes an intellectual property right you own or are authorised to exercise the rights of a copyright owner, then please notify us in a manner that is in accordance with the Copyright Regulations.

To be effective, a Notice of Claimed Infringement must contain the following information:

- Identification of works or materials work that is the subject of the claimed infringement or, if multiple works are covered by a single notification, a representative list of such works.

- Information reasonably sufficient to permit us to locate and access such material and; information reasonably sufficient to permit us to contact you, such as your name, address, telephone number and email address.

- An indication of whether you are the owner of the content, or if you are acting on their behalf.

- Details of all parties must be supplied including the relationship between the parties.

- A statement that you have the belief the use of the material in the manner complained of is not authorised by the copyright owner, its agent, or the law.

Copyright Act 1968 (Commonwealth of Australia) and Copyright Regulations 1969 (Commonwealth of Australia) provides that:

An action for a civil remedy may be brought by a person who suffers loss or damage because of a material representation made knowingly in this notice (Notice of Claimed Infringement). In addition, it is an offence under the Criminal Code to issue this notice knowing that it is false or misleading in a material particular.

Warranty Disclaimer-limitations-Indemnification

This statement is not intended to exclude or limit any rights which you may have under the Commonwealth Trade Practices Act or applicable legislature.

Warranty disclaimer: To the extent permitted by law, the Service and all products and services provided by us are provided “as is, as available” with no warranties whatsoever and all express, implied and statutory warranties including, but not limited to warranties of merchantability and fitness for a particular purpose are expressly disclaimed. Your accessing or use of the Service is at your own discretion and risk. The Service is not warranted to be error free or uninterrupted. We disclaim any warranties for the security, reliability, timeliness and performance of the Service. Neither we nor any other person involved in the creation, provision or maintenance of the Service shall be responsible for interruption of the Service, linkage to any third party sites, damage to your computer, damage to other property or loss of data resulting from your access to or use of this Service.

Limitation of liability: It is impossible for us to assess the value of every video, image or any other content supplied by customers and the charges made for our Services do not reflect or incorporate unlimited liability. Users should insure work of special value and advise us accordingly. In the event of any loss, damage or mishandling of video, photographic or any other content by us, our affiliates, agents or employees even where due to negligence or other fault or if unauthorised access is gained or misuse of the content is made by any third party our liability shall be limited, at our option, to the raw cost of the materials or $100, whichever is less. This is your exclusive remedy for any loss, damage or mishandling. We are not liable nor responsible for any materials not in our possession. Items lost or damaged while in transit are the responsibility of the carrier's company and are subject to that company's terms. Furthermore, we are neither liable nor responsible for late delivery or non-delivery of products or services. Except as expressly provided in the immediately preceding paragraph to the fullest extent allowed by the law neither we, nor any other person involved in the creation, provision or maintenance of the Service, shall be liable for any direct, indirect, special, incidental, exemplary, punitive or consequential damages arising out of your access to or use of this Service.

Indemnification: You agree to defend, indemnify and hold harmless Siritec, its partners, officers, directors, employees, agents, licensors, suppliers and any third party and providers to the Service from and against any or all losses, expenses, damages and costs, including reasonable legal costs resulting from any violation of the Terms, or any activity relating (including negligent or wrongful conduct), by you or any other person accessing the Service.

Pricing

Prices published on the Site should be considered as a guide only. The actual cost involved in providing you the Service will be presented in our quotations/invoices. Costs will be determined, at our discretion, by examining the particulars of the Service. It includes, but not limited to, resources (man hours and material) required provide the Service, third party supplier charges (if applicable) and number of Services requested. All prices are stated in Australian dollars and are valid until altered by us.

Refunds

By requesting a product or service, you understand and agree to accept the products and Services as appropriate and compatible to your needs. It is your responsibility to ensure that Services are utilized to their full potential. We are not obliged to provide refunds for any Service that is functional, as described or of acceptable quality for the purpose which it is provided by us. If you are not satisfied that the products and services you receive from us are consistent with our representations, and you notify us within 28 days from the date that the Service was provisioned, we will conduct a review. If we conclude from the review that the product or service provided is not consistent with the representations, we will provide replacement product or service, or offer you a full refund or part thereof, at our discretion.

Amendments to Terms

We reserve the right to amend the Terms at any time, for any reason, and without notice, including the right to terminate the Service or any part of the Service. We will not be held responsible for any costs incurred by you as a consequence of these Terms changing.

Governing Law

This agreement shall be governed by the laws of the State of Victoria, Australia and the parties submit to the jurisdiction of the Courts of Victoria, Australia.

Severability

If any court of competent jurisdiction finds any provision or part thereof of this agreement to be illegal, invalid or unenforceable that provision or part thereof shall be severed from this agreement and the remaining terms and provisions of this agreement shall remain in force and constitute the agreement between us. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Entire Agreement

These Terms constitute the entire agreement between you and Siritec and govern your use of the Service, superseding any prior agreements between us. In the case of inconsistencies between these Terms and information included in off-line materials, (e.g., promotional materials), these Terms will always prevail. You may also be subject to additional terms and conditions that may apply when you use affiliate services or third-party content.

Waiver

The failure by us to enforce any right or provision of this agreement does not constitute a waiver of the right or provision, unless we do so in writing signed by our authorised officer, or our right to insist on performance of that or any other obligation at any other time.

Definitions

In these Terms the following expressions shall have the following meanings unless otherwise stated:

“we”, “our” or “us” means Siritec (ABN: 68 205 992 143) including, its officers, employees, agents and contractors.

“Site” refers to the website siritecstudio.com including any derivative domains registered by us.

“Service” or “Services” means the provision of this Site, or any products and services provided by us.

“you”, “your”, “Customer” or “User” means person, persons or business entity that requests or utilises the provision of this Site, or any Services provided by us.

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