

TERMS AND CONDITIONS (T&Cs)

Effective 1 October 2025

INTRODUCTION

This document sets out the Terms and Conditions that apply when you purchase products or services from **MY CYBER GUARD** (a registered trading name of Zaja Enterprises Pty Ltd, ACN 109 118 881) and, where relevant, from **Digimune Group**.

MY CYBER GUARD distributes a range of cybersecurity and identity protection solutions, including products developed by Digimune and third-party suppliers such as Norton and AdGuard.

When you purchase or use a product:

- **MY CYBER GUARD Terms and Conditions** apply to the sale, payment, and delivery of all products to customers in Australia and New Zealand.
- **Supplier Terms and Conditions** (including Digimune, Norton, and AdGuard) apply to the use of those products and services. Links to those supplier terms are available on our website.

If there is any inconsistency between these Terms and a supplier's Terms, the supplier's Terms will govern your use of that supplier's product, while **MY CYBER GUARD's** Terms will govern your purchase transaction.

Nothing in these Terms limits your rights under the Australian Consumer Law.

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MY CYBER GUARD TERMS AND CONDITIONS

About Us

MY CYBER GUARD is a registered trading name of Zaja Enterprises Pty Ltd (ACN 109 118 881) (**MY CYBER GUARD**), providing identity protection, antivirus, and online security products.

Our services include:

- Identity protection packages sourced from **Digimune Group**.
- Standalone software products from **Norton Antivirus** and **AdGuard**.

When we say “we”, “us”, or “our”, we mean **MY CYBER GUARD**. When we say “you” or “your”, we mean the person or business buying from us.

How These Terms Work

These Terms cover your purchase and use of products from **MY CYBER GUARD**.

Some products are provided by third parties — in those cases, you also agree to their terms:

- Digimune Terms and Conditions: link available on our website
- Norton Terms: <https://au.norton.com/products/norton-360-deluxe>
- AdGuard Terms: <https://adguard.com/en/eula.html>

If there’s a conflict between our Terms and a supplier’s terms, the supplier’s terms apply to the use of their product, and our Terms apply to the purchase process.

Ordering and Payment

- All prices are in Australian dollars (AUD) and include GST unless stated otherwise.
- Payment is required at the time of order.
- You must provide accurate details when ordering.
- We reserve the right to refuse or cancel an order if:
 - Payment is not received, or
 - The product is unavailable.

Delivering Your Products

- Digital products are usually delivered via email or account activation links.
- Delivery times depend on the supplier and product type.
- We’re not responsible for delays caused by factors outside our control (eg. internet outages, supplier delays).

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Refunds and Consumer Rights

- Your rights under **Australian Consumer Law** apply to all purchases.
- We do not offer refunds if you change your mind, but we will refund or replace if the product:
 - Is faulty,
 - Is not as described, or
 - Doesn't do what we said it would.
- For subscription products, refunds for unused periods are only available where required by law.

Your Responsibilities

You agree to:

- Use products only for legal purposes.
- Keep your account and login details secure.
- Follow the product's acceptable use policies.

Limiting Our Liability

To the maximum extent permitted by law:

- We are not liable for any indirect or consequential loss (like lost profits or data).
- We do not guarantee that using our products will prevent cyber threats or identity theft.
- Our total liability is limited to the amount you paid for the product.

Privacy

We collect and use your personal information in line with our **Privacy Policy** (as available on our website). When you use a supplier's product, they may also collect your data — see their privacy terms for details.

Changes to These Terms

We may update these Terms from time to time by posting the new version on our website. If the change is significant, we'll let you know before it takes effect.

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Governing Law

These Terms are governed by the laws of **Australia**. Any disputes will be handled in the courts of **New South Wales, Australia**.

Contact Us

If you have any questions or complaints:

Email: anthony@mycyberguard.au

Phone: 0427 866 761

Address: 9/91 Mulga Rd, Oatley NSW Australia 2223

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DIGIMUNE TERMS AND CONDITIONS

Effective October 1, 2020. **DIGIMUNE** (“DIGIMUNE” or “we”, “us” or “our”) provides our public websites, including at www.digimune.com (“Sites”) to you subject to these terms of use (“Terms”), which may be updated by us from time to time pursuant to Section 3 below.

For Australian and New Zealand customers, certain DIGIMUNE products and services may also be marketed and sold by **Zaja Enterprises Pty Ltd** (trading as **MY CYBER GUARD**) via its website at www.mycyberguard.au. References in these Terms to “Sites” shall also include the **MY CYBER GUARD** website to the extent it offers DIGIMUNE-developed products or services, and these Terms apply equally to your use of that site in relation to those products and services.

Acceptance of Terms

You accept and agree to be bound by these Terms and our Privacy Policy and Cookie Policy. If you do not agree to these terms and those Policies, or are under 18 years of age, you should not use the Site.

Scope of Terms

These Terms do not apply to your access and use of our subscription services marketed on the Sites (“Services”), which are governed by our DIGIMUNE for Business Master Customer Agreement, DIGIMUNE for Everyone User Agreement or other applicable agreement between you and DIGIMUNE with respect to the Services.

Changes to Terms

We may change these Terms from time to time in our sole discretion. All changes are effective immediately when we post them. Your continued use of the Sites following the posting of revised Terms means that you accept them.

Changes to Sites

We reserve the right to change or discontinue any content, aspect, service or feature of the Site at any time in our sole discretion. We will not be liable if for any reason all or any part of any Site is unavailable at any time or for any period.

Registering

You may be given the opportunity to provide registration details in order to receive information from us or to access certain resources on the Site. You agree that any information you provide to register with the Site will be correct, current and complete, that you will keep that information up-to-date and that the information will be subject to the Privacy Policy.

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Trademarks

The DIGIMUNE name, FOX logo, and all related names, logos, product and service names, designs and slogans are trademarks (or service marks) of DIGIMUNE. You may not use any of those marks without DIGIMUNE's prior written consent. All other names, logos, product and service names, designs and slogans on the Sites are the marks of their respective owners.

Other Intellectual Property

The Sites and their content, features and functionality (including all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) are owned by DIGIMUNE, its licensors or other providers of such material and are protected by copyright and other intellectual property or proprietary rights laws. Except as expressly provided in this Section 7, with our prior written consent or as permitted by applicable law, you may not reproduce, distribute, mirror, frame, publicly display or perform, translate or create derivative works of the Sites or any material on the Sites in any way or through any medium for distribution, publication or any commercial purpose. You may, however, copy and download content from the Sites solely for your personal and non-commercial use, provided that you do not: modify the content; remove or alter any proprietary rights notices on the content; or further reproduce, publish or distribute the content.

Prohibited Uses

You may only use the Sites for lawful purposes and in accordance with these Terms. You agree not to use the Sites:

- In any way that violates any applicable federal, state, local or international law or regulation (including without limitation any laws regarding the export of data or software to and from the U.S. or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the content standards in Section 10 below.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any junk mail, chain letter or spam or any other similar solicitation.
- To impersonate or attempt to impersonate DIGIMUNE, our employees, another user or any other person or entity.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or exposes them to harm or liability.

In addition, you agree that you will not:

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- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Sites.
- Use any robot, spider or other automatic device, process or means to access the Sites for any purpose, including monitoring or copying any of the material on the Sites.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Use any device, software or routine that interferes with the proper working of the Sites, or attempt to interfere with the proper working of the Sites.

User Submissions

The Sites may contain groups, forums, comments sections or other interactive features (“Interactive Features”) that allow you to post or upload comments, content or other material (“User Submissions”). All of your User Submissions must comply with these Terms, including the content standards in Section 10, and will be considered non-confidential and non-proprietary. By providing any User Submissions on the Sites, you grant us the right to disclose and use those User Submissions for any purpose, and represent that you have all necessary rights in those User Submissions. We are not responsible, or liable to any third party, for the content or accuracy of any User Submissions posted by you or any other user of the Sites. You are solely responsible for your use of any Interactive Features, which is at your own risk.

Content Standards

You understand and agree that you are responsible for any User Submissions you submit or contribute, and that you, not DIGIMUNE, have fully responsibility for their content, including their legality, reliability, accuracy and appropriateness. Without limiting the foregoing, User Submissions must not:

- Contain material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent or hateful.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.

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- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if not the case.

Copyright Infringement

If you believe any User Submission violates your copyright, please see our Copyright Infringement Notice Policy for instructions on sending us a notice.

Reliance on Information

The information presented on or through the Sites is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Sites, or by anyone who may be informed of any of its contents. In addition, the Sites may include content provided by other users or by other third parties. All third-party statements and opinions, and all articles and responses to questions and other content, other than the content provided by DIGIMUNE, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of DIGIMUNE. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Links from Sites

If the Sites contain links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to the Sites, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Disclaimer of Warranties

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EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

IN NO EVENT WILL DIGIMUNE, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITES, ANY SITES LINKED TO THEM, ANY CONTENT ON THE SITES OR SUCH OTHER SITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITES OR SUCH OTHER SITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless DIGIMUNE, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Sites, including without limitation your User Submissions, any use of the Sites' content, services and products other than as expressly authorized in these Terms or your use of any information obtained from the Sites.

Governing Law; Venue

All matters relating to the Site and these Terms and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with United States federal law, and the internal laws of the State of Maryland, without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of, or related to, these Terms or the Sites shall be instituted exclusively in the federal courts of the United States or the courts of the State of Maryland, in each case located in Baltimore, Maryland, USA, and the parties expressly consent to personal jurisdiction and venue in those courts.

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Waiver and Severability

No waiver by DIGIMUNE of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by us to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

Entire Agreement

These Terms, together with the Privacy Policy, Cookie Policy and Copyright Infringement Notice Policy, constitute the sole and entire agreement between you and DIGIMUNE with respect to the Sites and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Site.

Comments or Concerns

The Site is operated by DIGIMUNE. All notices of copyright infringement claims should be prepared in accordance with our Copyright Infringement Notice Policy and sent to the copyright agent designated in that policy. All other feedback, comments and other communications relating to the Site should be directed to info@digimune.com.