



## TERMS AND CONDITIONS – LIABILITY EXCLUSION CLAUSE

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### 1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions, unless the context otherwise requires:

- (a) “*Company*” shall mean and refer to 2140 Education Pty Ltd, a proprietary limited company duly incorporated under the Corporations Act 2001 (Cth), together with its officers, directors, employees, agents, contractors, representatives, consultants, successors, assigns, parent companies, subsidiaries and affiliates, whether existing now or in the future.
- (b) “*User*” denotes any natural or juridical person, entity, participant, subscriber, attendee or recipient who, whether directly or indirectly, utilises, interacts with, relies upon, or otherwise engages with the services, materials, instruction, content, digital platforms, or personnel of the Company in any capacity.
- (c) “*Digital Asset(s)*” shall include, without limitation, Bitcoin (BTC), any cryptographically secured token, virtual currency, stablecoin, utility token, non-fungible token (NFT), decentralised finance (DeFi) instrument, distributed ledger token, or similar blockchain-based asset whether fungible or non-fungible.
- (d) “*Private Key*” refers to any cryptographic string, mnemonic phrase, seed phrase, hardware-encoded material, password, biometric credential, recovery string, or other secret or secure data which provides access to, authorisation for, or control over Digital Assets, wallets, addresses, or blockchain interfaces.

1.2 Headings are inserted for convenience only and shall not affect the interpretation of these Terms. Any reference to legislation shall include any amendment, modification, re-enactment or substitution thereof.

1.3 For the avoidance of doubt, the domain and associated services under “*opsecacademy.org*” are operated and administered by the Company as a wholly-owned initiative and educational platform falling under the legal and operational umbrella of 2140 Education Pty Ltd.

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### 2. NON-CUSTODIAL STATUS AND DISCLAIMER OF CRYPTOGRAPHIC LIABILITY

2.1 The Company is a strictly non-custodial educational entity. It does not, and shall not at any time be construed to, assume control, custody, access, safekeeping, maintenance, recovery, backup, or fiduciary responsibility over any Digital Asset, Private Key, wallet, passphrase, password, or related security mechanism of the User.

2.2 The User acknowledges and irrevocably accepts that the creation, retention, transmission, or loss of any cryptographic key material shall be wholly and exclusively at their own risk, peril, and volition, and the Company shall be under no legal, equitable, contractual, or fiduciary obligation to recover, restore, decrypt, or otherwise intervene in any matter pertaining to the User's cryptographic assets.

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### 3. NO WARRANTIES OR REPRESENTATIONS

3.1 The Company makes no express, implied, statutory or collateral warranties, assurances, conditions, or representations of any kind, including but not limited to merchantability, fitness for a particular purpose, accuracy, availability, or non-infringement in relation to:

- (a) Blockchain technologies;
- (b) Cryptographic systems;
- (c) Digital Assets or their respective valuation;
- (d) Wallet software, third-party platforms, protocols or exchanges;
- (e) Network consensus mechanisms or forking events;
- (f) Regulatory or legislative compliance;
- (g) Technical support or availability of any platform or resource.

3.2 All instruction, materials, tools, and interactions are provided strictly on an “as-is”, “as available”, and “non-reliance” basis for general educational purposes only, and do not, nor are they intended to, constitute financial, legal, investment, accounting, technological or taxation advice of any kind.

3.3 The Company expressly disclaims any and all liability, responsibility, or warranty whatsoever arising from or in connection with the use, operation, installation, maintenance, security, performance, or malfunction of the operating system known as *OpSecOS*, including but not limited to any loss of data, compromise of privacy, or failure to protect cryptographic keys or Digital Assets.

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### 4. EXCLUSION AND LIMITATION OF LIABILITY

4.1 To the fullest extent permitted by applicable Australian law, the Company hereby expressly excludes any and all liability, whether in contract, tort (including negligence), statute, equity, trust, fiduciary obligation, or otherwise howsoever arising, for any loss, damage, cost, expense, or claim (whether direct, indirect, special, incidental, punitive, aggravated, consequential or exemplary) suffered by the User or any third party, arising out of or in any way connected with:

- (a) The loss, misplacement, compromise, corruption, inadvertent disclosure, theft or destruction of any Private Key or Digital Asset;

- (b) The failure or malfunction of any blockchain, wallet software, hardware device, internet connection, operating system, or cryptographic utility;
- (c) The inability to access, transfer, manage, transact with or recover Digital Assets due to User error, technical failure, malware, phishing, unauthorised access or third-party malfeasance;
- (d) Any fluctuation, devaluation, or volatility in the market price or exchangeability of any Digital Asset;
- (e) Forks, chain splits, or changes in network consensus that render prior transactions invalid, unspendable, or lost;
- (f) Any reliance upon educational content or interaction with the Company or its representatives.

4.2 The foregoing exclusions apply regardless of whether the Company was or should have been aware of the possibility of such losses or damages and irrespective of the theory of liability, including negligence, misrepresentation, strict liability, fundamental breach or failure of essential purpose.

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## 5. NON-ADVISORY CAPACITY

5.1 The Company does not, and shall not be deemed to, offer regulated financial services, nor to operate in an advisory, custodial, or investment capacity under the Corporations Act 2001 (Cth) or any other applicable Australian statute, regulation or regulatory regime.

5.2 The User warrants and affirms that they have sought, or shall seek, independent professional advice prior to taking any action in reliance on content or instruction provided by the Company.

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## 6. INDEMNIFICATION

6.1 The User shall fully indemnify and keep indemnified the Company on demand against all liabilities, claims, costs, expenses, damages and losses (including, without limitation, any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Company arising out of or in connection with:

- (a) Any breach by the User of these Terms;
- (b) Any negligent, reckless or wilful act or omission of the User in connection with their use of Digital Assets;

(c) Any claim brought against the Company by any third party arising from the User's activities, including but not limited to losses relating to unauthorised access, hacking, fraud, or financial loss related to Digital Assets.

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## 7. NON-WAIVER AND RESERVATION OF RIGHTS

7.1 No failure, delay or omission by the Company in exercising any right, power, or remedy shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any further or other exercise thereof.

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## 8. SEVERABILITY

8.1 In the event that any provision (or part thereof) of these Terms is found by a court or tribunal of competent jurisdiction to be invalid, unlawful or unenforceable, then such provision shall be severed and the remainder of these Terms shall continue in full force and effect.

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## 9. GOVERNING LAW AND JURISDICTION

9.1 These Terms and any non-contractual obligations arising out of or in connection with them shall be governed by and construed in accordance with the laws of the Commonwealth of Australia and the State or Territory in which the Company principally operates.

9.2 The parties irrevocably submit to the exclusive jurisdiction of the courts of the Commonwealth of Australia and of the State or Territory in which the Company principally operates for any claim, dispute, or proceeding arising out of or in connection with these Terms.