

Terms and Conditions

Last updated 25th January 2024

1. ComConX Website

- 1.1. The ComConX website <https://comconx.au> (**Website**) and other pages and websites with the ComConX branded logo are operated by ComConX Pty Ltd (A.C.N. 668 115 197) (**ComConX**) (and its associated entities) of 6 Hamilton Street, Wyreema, Queensland 4352, Australia which are provided to You are subject to the following Terms (**Terms**). By using the services that ComConX provides, You acknowledge that You have read and understood the Terms. If You do not agree with any of the Terms, You may not use the Website.

2. General Terms

- 2.1. By accessing and or placing an order with ComConX, You confirm that You are in agreement with and bound by the terms of service contained in the Terms outlined below. These terms apply to the entire website and any email or other type of communication between You and ComConX.
- 2.2. Under no circumstances shall ComConX be liable for any direct, indirect, special, incidental or consequential damages, including, but not limited to, loss of data or profit, arising out of the use, or the inability to use, the materials on this site, even if ComConX or an authorized representative has been advised of the possibility of such damages. If your use of materials from this site results in the need for servicing, repair or correction of equipment or data, You assume any costs thereof.
- 2.3. ComConX will not be responsible for any outcome that may occur during the course of usage of our resources. We reserve the right to change prices and revise the resource usage policy at any moment.

3. Definitions and Key Terms

- 3.1. To help explain things as clearly as possible in these Terms, every time any of these terms are referenced, are strictly defined as:
 - 3.1.1. **Cookie** means a small amount of data generated by a website and saved by your web browser. It is used to identify your browser, provide analytics, remember information about You such as your language preference or login information;
 - 3.1.2. **ComConX** or Company means ComConX Pty Ltd (A.C.N. 668 115 197) of 6 Hamilton Street, Wyreema, Queensland 4352, Australia;
 - 3.1.3. **Country** means the country where ComConX is based, in this case, Australia;
 - 3.1.4. **Device** means any internet-connected device such as a phone, tablet, computer or any other device that can be used to visit ComConX and use the Services;
 - 3.1.5. **Services** means the service provided by ComConX as described in the relative terms (if available) and on this platform, including but not limited to the Application and the Website;

- 3.1.6. **Third-party Service** means advertisers, contest sponsors, promotional and marketing partners, and others who provide our content or whose products or services we think may interest You;
- 3.1.7. **App/Application** means the ComConX application called FumConX or any other application within ComConX's suite of products; and
- 3.1.8. **You** mean the person or entity that is registered with ComConX to use the Services.

4. Description of Services

- 4.1. ComConX Pty Ltd was created to supply software solutions to support the agricultural grain import and export sector.

5. Privacy and Protection of Personal Information

- 5.1. See ComConX's Privacy Policy relating to the collection and use of your information located at <https://comconx.au/privacy>.

6. Copyright and Trademarks

- 6.1. ComConX is the licenced user of the copyright in the material on this Website and the Services provided. You must not otherwise reproduce, transmit, link, frame, broadcast, communicate, adapt, distribute, sell, modify, publish or otherwise use any of the material on a Site, including audio and video excerpts, without the written consent of ComConX, other than to the extent necessary to view the material as permitted by law.
- 6.2. Trade marks (whether registered or unregistered) and logos must not be used or modified in any way without the prior consent of ComConX.
- 6.3. The Website, products, technology and processes contained in this Website may be the subject of other intellectual property rights owned by LEAP or by third parties. No licence is granted in respect of those intellectual property rights other than as set out in these Terms. Your use of this Website must not in any way infringe the intellectual property rights of any person.

7. License

- 7.1. ComConX grants You a revocable, non-exclusive, non-transferable, limited license to download, install and use the application called FumConX (**the Application**) and any other application within ComConX's suite of products strictly in accordance with the terms of these Terms and the End-User License Agreement of the relevant application.

8. Restrictions

- 8.1. You agree not to, and You will not permit others to:
 - 8.1.1. license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the platform available to any third party;
 - 8.1.2. modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the Application; or

- 8.1.3. remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of ComConX or its affiliates, partners, suppliers or the licensors of the Application.
- 8.2. As a condition of your use of the Services, You will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any ComConX server, or the network(s) connected to any ComConX server, or interfere with any other party's use and enjoyment of any Services.
- 8.3. You may not attempt to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any ComConX server or any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

9. Links to Other Websites

- 9.1. These Terms apply only to the Services. The Services may contain links to other websites not operated or controlled by ComConX. We are not responsible for the content, accuracy or opinions expressed in such websites, and such websites are not investigated, monitored or checked for accuracy or completeness by us.
- 9.2. Please remember that when You use a link to go from the Services to another website, our Terms are no longer in effect. Your browsing and interaction on any other website, including those that have a link on our platform, is subject to that website's own rules and policies. Such third parties may use their own cookies or other methods to collect information about You.

10. Cookies

- 10.1. ComConX uses "Cookies" to identify the areas of our Services that You have visited. A Cookie is a small piece of data stored on your computer or mobile device by your web browser. We use Cookies to enhance the performance and functionality of our app but are non-essential to their use. However, without these cookies, certain functionality like videos may become unavailable or You would be required to enter your login details every time You visit the Website as we would not be able to remember that You had logged in previously. Most web browsers can be set to disable the use of Cookies. However, if You disable Cookies, You may not be able to access functionality on our app correctly or at all. We never place personally identifiable information in Cookies.

11. Changes To Our Terms

- 11.1. You acknowledge and agree that ComConX may stop (permanently or temporarily) providing the Service (or any features within the Service including the Application) to You or to users generally at ComConX's sole discretion, without prior notice to You. You may stop using the Service at any time. You do not need to specifically inform ComConX when You stop using the Service. You acknowledge and agree that if ComConX disables access to your account, You may be prevented from accessing the Service, your account details or any files or other materials which are contained in your account.
- 11.2. If we decide to change our Terms, we will post those changes on this page, and/or update the Terms modification date below.

12. Modifications to the Application

- 12.1. ComConX reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any Service to which it connects, with or without notice and without liability to You.

13. Updates to the Application

- 13.1. ComConX may from time to time provide enhancements or improvements to the features/ functionality of the Application, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates").
- 13.2. Updates may modify or delete certain features and/or functionalities of the Application. You agree that ComConX has no obligation to:
 - 13.2.1. provide any Updates, or
 - 13.2.2. continue to provide or enable any particular features and/or functionalities of the Application to You.
- 13.3. You further agree that all Updates will be:
 - 13.3.1. deemed to constitute an integral part of the Application, and
 - 13.3.2. subject to the terms and conditions of these Terms.

14. Third-Party Services

- 14.1. We may display, include or make available third-party content (including data, information, applications and other products and services) or provide links to third-party websites or services ("Third-Party Services").
- 14.2. You acknowledge and agree that ComConX shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. ComConX does not assume and shall not have any liability or responsibility to You or any other person or entity for any Third-Party Services.
- 14.3. Third-Party Services and links thereto are provided solely as a convenience to You and You access and use them entirely at your own risk and subject to such third parties' terms and conditions.

15. Term and Termination

- 15.1. These Terms shall remain in effect until terminated by You or ComConX.
- 15.2. ComConX may, in its sole discretion, at any time and for any or no reason, suspend or terminate these Terms with or without prior notice.
- 15.3. These Terms will terminate immediately, without prior notice from ComConX, in the event that You fail to comply with any provision of these Terms. You may also terminate these Terms by deleting the Application and all copies thereof from your computer or device.

- 15.4. Upon termination of these Terms, You shall cease all use of the Application and delete all copies of the Application from your computer and device.
- 15.5. Termination of these Terms will not limit any of ComConX 's rights or remedies at law or in equity in case of breach by You (during the term of these Terms) of any of your obligations under these present Terms.

16. Indemnification

- 16.1. You will indemnify ComConX, its directors, officers, employees, agents and contractors in full against any liability, loss, damages, costs and expenses as a result of or in connection with your use of the Services, including but not limited to, any modification by You of the Application which causes the Application to infringe the intellectual property rights of a third party.
- 16.2. You agree to indemnify and hold ComConX and its directors, officers, employees, agents and contractors (if any) harmless from any Loss, claim or demand, including reasonable legal fees, due to or arising out of Your:
 - 16.2.1. use of the Services;
 - 16.2.2. breach of these Terms or any law; or
 - 16.2.3. infringement of any right of a third party
- 16.3. Each indemnity in these Terms is a continuing obligation, separate and independent from the other obligations of the indemnifying party and survives termination of these Terms.

17. Warranties and Exclusions

- 17.1. The Services are provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable Law, ComConX, on its own behalf and on behalf of its affiliates and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Application and Services, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, ComConX provides no warranty or undertaking, and makes no representation of any kind that the Application will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error-free or that any errors or defects can or will be corrected.
- 17.2. Without limiting the foregoing, ComConX does not make any representation or warranty of any kind, express or implied:
 - 17.2.1. as to the operation or availability of the Application or Services, or the information, content, and materials or products included thereon;
 - 17.2.2. that the Application or Services will be uninterrupted or error-free;
 - 17.2.3. as to the accuracy, reliability, or currency of any information or content provided through the Application or Services; or

- 17.2.4. that the Application and Services, its servers, the content, or e-mails sent from or on behalf of ComConX are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.
- 17.3. Provisions of the *Competition and Consumer Act 2010* (Cth) and other Laws in force from time to time in Australia may imply guarantees, warranties, conditions, and impose obligations on ComConX and its subsidiaries, affiliates, and suppliers ("Implied Terms"). If these Implied Terms apply, ComConX's liability will be limited to its option to resupply, repair replace the Application or Services or the cost of such resupply, repair or replacement, to the extent permitted by Law.
- 17.4. Unless otherwise explicitly agreed to in writing by ComConX, subject to the Implied Terms, all representations, guarantees, conditions and warranties of any nature are expressly excluded.
- 17.5. Nothing in this clause excludes, restricts or modifies your rights under an Implied Term.

18. Intellectual Property

- 18.1. The Application and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by ComConX, its licensors or other providers of such material and are protected by Australia and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. The material may not be copied, modified, reproduced, downloaded or distributed in any way, in whole or in part, without the express prior written permission of ComConX, unless and except as is expressly provided in these Terms. Any unauthorized use of the material is prohibited.

19. Submissions and Privacy

- 19.1. In the event that You submit or post any ideas, creative suggestions, designs, photographs, information, advertisements, data or proposals, including ideas for new or improved products, services, features, technologies or promotions, You expressly agree that such submissions will automatically be treated as non-confidential and non-proprietary and will become the sole property of ComConX without any compensation or credit to You whatsoever. ComConX and its affiliates shall have no obligations with respect to such submissions or posts and may use the ideas contained in such submissions or posts for any purposes in any medium in perpetuity, including, but not limited to, developing, manufacturing, and marketing products and services using such ideas.

20. Typographical Errors

- 20.1. In the event a product and/or service is listed at an incorrect price or with incorrect information due to a typographical error, we shall have the right to refuse or cancel any orders placed for the product and/or service listed at the incorrect price. We shall have the right to refuse or cancel any such order whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, we shall immediately issue a credit to your credit card account or other payment account in the amount of the charge.

21. Severability

- 21.1. If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.
- 21.2. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

22. Waiver

- 22.1. Except as provided herein, the failure to exercise a right or to require the performance of an obligation under these Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute waiver of any subsequent breach.
- 22.2. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power under these Terms shall operate as a waiver of that right or power. Nor shall any single or partial exercise of any right or power under these Terms preclude further exercise of that or any other right granted herein. In the event of a conflict between these Terms and any applicable purchase or other terms, the terms of these Terms shall govern.

23. Entire Agreement

- 23.1. These Terms, together with the Privacy Policy and any other legal notices published by ComConX on the Services, shall constitute the entire agreement between You and ComConX concerning the Services and supersede all prior and contemporaneous written or oral agreements between You and ComConX.
- 23.2. You may be subject to additional terms and conditions that apply when You use or purchase other ComConX Applications or Services, which ComConX will provide to You.

24. Amendments to these Terms

- 24.1. ComConX reserves the right, at its sole discretion, to modify or replace these Terms at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.
- 24.2. By continuing to access or use our app after any revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, You are no longer authorized to use ComConX.

25. Updates to Our Terms

- 25.1. We may change our Service and policies, and we may need to make changes to these Terms so that they accurately reflect our Service and policies. Unless otherwise required by law, we will notify You (for example, through our Service) before we make changes to these Terms and give You an opportunity to review them before they go into effect. Then, if You continue to use the Service, You will be bound by the updated Terms. If You do not want to agree to these or any updated Terms, You must delete your account.

26. Miscellaneous

- 26.1. The Terms of Use will be governed by the laws of Queensland, Australia. You agree to submit to the non-exclusive jurisdiction of the courts of Queensland in the event of a dispute arising out of, or in connection with, the Terms of Use or any use of the Website
- 26.2. Any waiver of any provision of these Terms will be effective only if in writing and signed by an authorized representative of ComConX. ComConX will be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety) in the event of any breach or anticipatory breach by You. ComConX operates and controls the ComConX Service from its offices in Australia. The Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation. Accordingly, those persons who choose to access the ComConX Service from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. These Terms (which include and incorporate the ComConX Privacy Policy) contain the entire understanding and supersede all prior understandings, between You and ComConX concerning its subject matter, and cannot be changed or modified by You. The section headings used in these Terms are for convenience only and will not be given any legal import.

27. Disclaimer

- 27.1. ComConX is not responsible for any content, code or any other imprecision. ComConX does not provide warranties or guarantees.
- 27.2. In no event shall ComConX be liable for any special, direct, indirect, consequential, or incidental damages or any damages whatsoever, whether in an action of contract, negligence or other tort, arising out of or in connection with the use of the Service or the contents of the Service. The Company reserves the right to make additions, deletions, or modifications to the contents of the Service at any time without prior notice.
- 27.3. The ComConX Service and its contents are provided "as is" and "as available" without any warranty or representations of any kind, whether express or implied. ComConX is a distributor and not a publisher of the content supplied by third parties; as such, ComConX exercises no editorial control over such content and makes no warranty or representation as to the accuracy, reliability or currency of any information, content, service or merchandise provided through or accessible via the ComConX Service. Without limiting the foregoing, ComConX specifically disclaims all warranties and representations in any content transmitted on or in connection with the ComConX Service or on sites that may appear as links on the ComConX Service, or in the products provided as a part of, or otherwise in connection with, the ComConX Service, including without limitation any warranties of merchantability, fitness for a particular purpose or non-infringement of third party rights. No oral advice or written information given by ComConX or any of its affiliates, employees, officers, directors, agents, or the like will create a warranty. Price and availability information is subject to change without notice. Without limiting the foregoing, ComConX does not warrant that the ComConX Service will be uninterrupted, uncorrupted, timely, or error-free.

28. Your Suggestions

28.1. Any feedback, comments, ideas, improvements or suggestions (collectively, "Suggestions") provided by You to ComConX with respect to the Services shall remain the sole and exclusive property of ComConX.

28.2. ComConX shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to You.

29. Contact Information

29.1. For general inquiries, complaints, questions or claims concerning the Website or ComConX's Services, please contact:

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