



MOJEXA

Terms and Conditions ("Terms")

Mojexa Application	Mojexa Mobile Application
Mojexa Cloud Service	Managed By Mojexa Services

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the Mojexa Application, Mojexa Cloud Service, Mojexa Mobile Application, Managed by Mojexa Services and any related products or components (the "Service") as supplied and operated by Mojexa Pty Ltd ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service. You warrant that you are at least 18-years-old and you are legally capable of entering into binding contracts. If you are under 18-years-old, you warrant that you have obtained consent from your parent or guardian and they agree to be bound by these Terms on your behalf.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

Subscriptions

A number of Service features may be available at no charge to registered users of the Service. The list of Service features that are available at no charge may change from time to time.

A number of Service features may be available as paid purchases on a subscription basis ("Subscription(s)"). You will be billed in advance to subscribe to these Service features on a periodic basis. Additional periodic subscriptions can be added to your Service at any time, with the Service feature expiry extended by the respective period associated with the additional subscription.

At the expiry date of a Service feature, that Service feature will no longer be available to you until your Subscription is extended. For your convenience we may automatically extend or renew your subscription at any time within 30 days of the expiry date of that Service feature, unless you provide us with notice in writing that you do not wish us to extend or renew your subscription automatically.

Subscription purchases are final, and We do not offer refunds in part or in full for any Subscription purchase except as outlined in 'Refunds' below or as required by any applicable consumer law in your jurisdiction.

Fee Changes

Mojexa Pty Ltd, in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective immediately for any new Subscription purchases.

Subscriptions that have already been purchased are not impacted by Fee Changes.

Refunds

For purchases made directly through Mojexa, we may consider certain refund requests for App Purchases, Subscriptions or other purchases relating to the Service on a case-by-case basis, with refunds made at Our sole discretion.

For purchases made through a third-party App Store service or through authorised partners or resellers, requests for refunds must be made directly to the third-party App Store,

partner or reseller itself. We are not able to process or action requests for refunds for purchases made through a third-party App Store, partner or reseller.

Accounts

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You agree to be fully responsible for activities that relate to your account or your password. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

Intellectual Property

The Service and its original content, features and functionality are and will remain the exclusive property of Mojexa Pty Ltd and its licensors. The Service is protected by copyright, trademark, and other laws of both Australia and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Mojexa Pty Ltd. Nothing in these Terms constitutes a transfer of any Intellectual Property rights from us to you.

Links To Other Web Sites

Our Service may contain links to third-party web sites or services that are not owned or controlled by Mojexa Pty Ltd.

Mojexa Pty Ltd has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Mojexa Pty Ltd shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services. We only provide links to external websites as a convenience, and the inclusion of such a link to external websites do not imply our endorsement of those websites. You acknowledge and agree that when you access other websites on the Internet, you do so at your own risk. We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Termination

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

No refund will be paid for any purchases or subscriptions affected by Termination under this clause of the Terms.

We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection therewith.

If applicable law requires us to provide notice of termination or cancellation, we may give prior or subsequent notice by posting it on the Service or by sending a communication to any address (email or otherwise) that we have for you in our records.

Indemnification

As a condition of your access to and use of the Service, you agree to indemnify us and our successors and assigns for all damages, costs, expenses and other liabilities, including but not limited to legal fees and expenses, relating to any claim arising out of or related to your access to and use of the Service or your breach of these Terms and any applicable law or the rights of another person or party.

This indemnification section survives the expiration of your registration and applies to claims arising both before and after the registration ends.

Limitation Of Liability

You agree that we shall not be liable for any damages suffered as a result of using the Service.

In no event shall we be liable for any indirect, punitive, special, incidental or consequential damage (including loss of business, revenue, profits, use, privacy, data, goodwill or other economic advantage) however it arises, whether for breach of contract or in tort, even if it has been previously advised of the possibility of such damage.

You have sole responsibility for adequate security protection and backup of data and/or equipment used in connection with your usage of the Service and will not make a claim against for lost data, re-run time, inaccurate instruction, work delays or lost profits resulting from the use of the Service.

Without limiting the foregoing, in no event will our aggregate liability to you exceed, in total, the amounts paid by you to us.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Mojexa Pty Ltd, its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft, or destruction or

unauthorized access or, alteration of or use of record in connection with the use or operation of the Service, whether for breach of contract, tortious behaviour, negligence or any other cause of action.

We make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the content contained on the Service for any purpose. Any reliance you place on such information is therefore strictly at your own risk. We disclaim any express or implied warranty representation or guarantee as to the effectiveness or profitability of the Service or that the operation of our Service will be uninterrupted or error-free. We are not liable for the consequences of any interruptions or error in the Service.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Where individual clauses of these Terms are excluded by way of the laws of your jurisdiction, the remainder of these Terms remain valid and enforceable to the full extent of the law in your jurisdiction.

Governing Law

These Terms shall be governed and construed in accordance with the laws of Australian Capital Territory, Australia, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect.

It is your sole responsibility to periodically check these Terms for any changes. If you do not agree with any of the changes to these Terms, it is your sole responsibility to stop using the Service. Your continued use of the Service will be deemed as your acceptance thereof.

Contact Us

If you have any questions about these Terms, please contact us.