

# Mobile4X Limited

## Terms Of Use

### 1. Terms Of Use

- 1.1 These Terms of Use govern your access to and use of Mobile4X.com (the "Site"). The Site contains information, text, graphics and other materials that appear on the Site (the "Content"). Mobile4X.com also provides services through the Site (the "Services"). Your access to and use of the Site, Content, and/or Services is conditional on your compliance with these Terms of Use. By accessing or using the Site, Content, or Services, you agree to be bound by these Terms of Use. Mobile4X.com is owned by Mobile 4X Limited and any reference to Mobile4X.com is also a reference to Mobile 4X Limited.

### 2. Modification of Terms of Use

- 2.1 Mobile4X.com may revise these Terms of Use from time to time. By continuing to access or use the Site, Content, or Services after Mobile4X.com makes any such revision, you agree to be bound by the revised Terms of Use.

### 3. Privacy

- 3.1 See Mobile4X.com's privacy policy for information and notices concerning Mobile4X.com's collection and use of your personal information.

### 4. Membership

- 4.1 Membership is only available to those with contractual capacity. When becoming a member, you warrant that you have contractual capacity and that you can form a legally binding contract that is enforceable against you.
- 4.2 You agree to give complete and accurate information to Mobile4X.com and update any information that may change. Mobile4X.com may contact you to verify your details if required.

### 5. Password

- 5.1 You are responsible for safeguarding the password that you use to access any services or other secure areas of the Site. You agree not to allow anyone else access to the Services using your password. You agree not to disclose your password to any third party. You agree to take sole responsibility for any activities or actions taken using your password, whether or not you have authorised such activities or actions. You will immediately notify Mobile4X.com of any unauthorised use of your password.

## **6. Packages**

- 6.1 Access to the Services is provided at different levels, depending on the package selected.
- 6.2 A number of packages are available for fixed monthly fees. The benefits of each package are described on the packages information page.
- 6.3 When you become a member you will be entitled to the benefits described as being part of that package.

## **7. Payment**

- 7.1 All prices are in \$USD and include GST, VAT or equivalent, where applicable.
- 7.2 When purchasing a package, payment must be made in advance.
- 7.3 When renewing a package, payment must be received by Mobile4X.com prior to the end date of the current package. If payment is not received, your access to the Services will be suspended.
- 7.4 Mobile4X.com uses independent third party payment systems to process payments and your use of that payment system is subject to the terms and conditions of that payment system.

## **8. Refunds**

- 8.1 New subscriptions: We will refund your full subscription within 3 days of signing up if you are unhappy with the service for whatever reason. This applies to new subscriptions only and is for a limited period of 3 days from the start of your subscription. You can request a refund by emailing us at support@mobile4X.com.
- 8.2 Monthly Subscriptions: We will charge your credit card with the monthly membership fee at the start of your membership. We will continue to charge your credit card or PayPal account on a monthly basis until you cancel your membership. So for example, if you joined on May 5 your credit card will be charged on May 5; June 5; July 5; and so on until you cancel your membership. You may cancel your membership with us by emailing us at support@mobile4X.com is sufficient, or by selecting the "Cancel Your Subscription" option in the "Profile" part of the web site. You can do this at any time. Upon cancelling your membership, no further fees will be charged.

## **9. Mobile4X.com Property**

- 9.1 The Site, Content, and Services are the exclusive property of Mobile4X.com and its licensors. The Site, Content, and Services contain Intellectual Property that is owned by Mobile4X.com and its licensors. Except as expressly permitted in

these Terms of Use, you may not reproduce, modify or prepare derivative works based upon, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Site, Content, or Services or any Intellectual Property contained therein. You may not copy or modify the HTML code used to generate web pages on the Site. You may not use or link another website to the Site, Content, or Services for any purpose, without the prior written consent of Mobile4X.com.

## **10. General Prohibitions**

10.1 You agree not to do any of the following while using the Site, Content or Services:

- (a) Post, publish or transmit any text, graphics, or material that:
  - (i) is false or misleading;
  - (ii) is defamatory;
  - (iii) invades another's privacy;
  - (iv) is obscene, pornographic, or offensive;
  - (v) promotes bigotry, racism, hatred or harm against any individual or group;
  - (vi) infringes another's rights, including any intellectual property rights; or
  - (vii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;
- (b) Access, tamper with, or use non-public areas of the Site, Mobile4X.com's computer systems, or the technical delivery systems of Mobile4X.com's providers;
- (c) Attempt to probe, scan, or test the vulnerability of any system or network or breach any security or authentication measures;
- (d) Attempt to access or search the Site, Content, or Services with any engine, software, tool, agent, device or mechanism other than the software and/or search agents provided by Mobile4X.com or other generally available third party web browsers (such as Microsoft Internet Explorer or Netscape Navigator);
- (e) Send unsolicited email, junk mail, spam, or chain letters, or promotions or advertisements for products or services;

- (f) Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site, Content or Services to send altered, deceptive or false source identifying information;
  - (g) Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Content, or Services;
  - (h) Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Site; or
  - (i) Impersonate or misrepresent your affiliation with any person or entity.
- 10.2 Mobile4X.com has the right to investigate and prosecute violations of any of the above, including intellectual property rights infringement and Site security issues, to the fullest extent of the law. Mobile4X.com may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms of Use. You acknowledge that Mobile4X.com has no obligation to monitor your access to or use of the Site, Content, and Services, but has the right to do so for the purpose of operating the Site, to ensure your compliance with these Terms of Use, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

## **11. Links**

- 11.1 The Site may contain links to third-party websites or resources. You acknowledge and agree that Mobile4X.com is not responsible or liable for:
- (a) the availability or accuracy of such websites or resources; or
  - (b) the content, products, or services on or available from such websites or resources.
- 11.2 Links to such websites or resources do not imply any endorsement by Mobile4X.com of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

## **12. Termination**

- 12.1 If you violate any of these Terms of Use, your permission to use the Site, Content, and Services will automatically terminate. Mobile4X.com reserves the right to revoke your membership and/or your access to and use of the Site, Content, and Services at any time for any reason. Mobile4X.com also reserves the right to cease providing or to change the Site, Content, or Services at any time and without notice. If your membership is terminated for any reason, you will forfeit any fees paid.

**13. Use of the Site at your own risk**

- 13.1 Your access to and use of the Site, Content, and Services is at your own risk. Mobile4X.com will have no responsibility for any harm to your computer system, loss of data, or other harm that results from your access to or use of the Site, Content, or Services.
- 13.2 The Site, Content, and Services are provided on an “as is” basis. Mobile4x.com does not give any warranties of merchantability or fitness for a particular purpose. Mobile4X.com gives no warranty that the Site, Content, or Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. In particular, due to the vagaries of sms and email, timely delivery of these is not guaranteed.
- 13.3 Whilst all attempts are made at ensuring our data is reliable, the market data contained on this site is indicative only and may not accurately reflect current market conditions.
- 13.4 Mobile4X.com gives no warranty regarding the quality of any products, services, or information purchased or obtained through the Site, Content or Services, or the accuracy, timeliness, truthfulness, completeness or reliability of any information obtained through the Site, Content or Services. No advice or information, whether oral or written, obtained from Mobile4X.com or through the Site, Content, or Services, will create any warranty not expressly made herein.

**14. Indemnity**

- 14.1 You shall defend, indemnify, and hold harmless Mobile4X.com, its officers, directors, employees and agents, from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Site, Content, or Services, or your violation of these Terms of Use.

**15. Limitation of Liability**

- 15.1 To the maximum extent permitted by applicable law, neither Mobile4X.com nor any other party involved in creating, producing, or delivering the Site, Content, or Services will be liable for any incidental, special, consequential or punitive damages resulting from your access to or use of, or inability to access or use, the Site, Content, or Services, whether based on warranty, contract, tort (including negligence), Statute, Product Liability or any other legal theory.
- 15.2 Mobile4X.com is not liable for the defamatory, offensive or illegal conduct of other users or third parties and that the risk of injury from the foregoing rests entirely with you. Mobile4X.com will have no liability to you or to any third party for any third-party content uploaded onto or downloaded from the Site or through the Services.

- 15.3 The aggregate liability of Mobile4X.com to you for any and all claims arising from the use of the Site, Content or Services is limited to the amounts you have paid to Mobile4X.com for access to and use of the Site, Content, or Services.

**16. Severability**

- 16.1 In the event that any provision of these Terms of Use is held to be invalid or unenforceable, the remaining provisions of these Terms of Use will remain in full force and effect.

**17. Waiver**

- 17.1 The failure of Mobile4X.com to enforce any right or provision of these Terms of Use will not be deemed a waiver of such right or provision.

**18. Entire Agreement**

- 18.1 These Terms of Use are the entire and exclusive agreement between Mobile4X.com and you regarding the Site, Content, and Services, and these Terms of Use supersede and replace any prior agreements between Mobile4X.com and you regarding the Site, Content, and Services.

**19. Force Majeure**

- 19.1 Without limiting the any other term, Mobile4X.com shall have no liability for any failure of the Site, Content, or Services, or compliance with these Terms of Use for any cause beyond their control.

**20. Governing Law**

- 20.1 These Terms of Use are governed by the laws of New Zealand. You submit to the non-exclusive jurisdiction of the Courts of New Zealand.