

## Terms of Service

Welcome to our Terms of Service Agreement. These terms and conditions are very important so please ensure that you have read them carefully as these terms and conditions can affect your legal rights. Please also read our [Privacy Policy](https://guardmylease.com/pp) at <https://guardmylease.com/pp> carefully. Feel free to grab your favourite snack before commencing, as this Agreement is quite lengthy.

Lets get started....

### 1. INTRODUCTIONS

This Terms of Service Agreement (the "Agreement") is an agreement between you (the "User", "you", "your") and Comit Pty Ltd ("Comit", "we", "us", "our"). We provide you with access to certain services that are defined below that may include but may not be limited to helping you manage or create photographs to be stored on our server that can be accessed and viewed, manage and/or create websites and/or applications by providing general and personalised content, website hosting services, communication tools and forums, mobile applications, and e-commerce tools and services (collectively, the "Services") directly and through the website and associated domains of <https://www.comitsoftware.com> and <https://www.guardmylease.com> (the "Site") and any other property or intellectual property rights or proprietary owned by us. This Agreement explains our obligations to you, and your obligations to us. This Agreement is the entire Agreement between us. By using the Services in any way you are agreeing to comply with these terms, our [Privacy Policy](#) and any other legal notices or conditions or guidelines that may be posted on the Site or provided to you by us in any other way at our sole discretion.

We are happy to make our Services available to you.

### 2. ACCOUNT TERMS

Comit hereby grants you permission to use the Services as set forth in these Terms of Services, provided that: (i) you will not alter or modify any part of the Services other than as may be reasonably necessary to use the Services for its intended purpose and/or in a manner allowed by Comit; and (ii) you will otherwise comply with the terms and conditions of these Terms of Services.

You are responsible for maintaining the security of your account and password. We will not be liable for any loss or damage from your failure to comply with this security obligation.

You are legally responsible for all information which may include but may not be limited to, data, text, software, music, sound, photographs, graphics, video, messages or other materials uploaded, posted or stored in connection with your use of the Services ("Content"). This includes but may not be limited to Content that is posted by others who have access to your accounts.

### 3. FEES STRUCTURE

Comit may offer a variety of Services with different fee structures. As such, when agreeing to our Services, please be aware that only Services and features clearly stated as "free" or "no charge" are free or without charge.

Our Services may consist of monthly fees and/or other payments. If the payment for the Service is monthly, it shall commence on the date that you sign up electronically for the Services by creating an Account with an email address. All invoices are denominated, and you must pay, in Australian Dollars. You are billed monthly on anniversary (Monthly) of when you signed up, with payment due no later than ten (10) days past the invoice date. You are entirely responsible for the payment of all taxes.

Some of the paid Services may consist of one time charge, by choosing this, you acknowledge and agree that such Services have an initial payment feature and you accept responsibility for all this charge.

Some of the paid Services may consist of one time charge, followed by recurring period charges as agreed to by you. By choosing a recurring payment plan, you acknowledge and agree that such Services have an initial and recurring payment feature and you accept responsibility for all recurring charges prior to cancellation.

We may submit periodic charges (such as monthly) without any additional authorisation from you, until you provide prior notice that you have terminated this authorisation or wish to change your payment method. The receipt of your notice must be confirmed by us. Such notice will not affect charges submitted before we reasonably could act.

You acknowledge and agree that you must provide current, complete and accurate information for your billing account. You must promptly update all information to keep your billing account current, complete and accurate (such as a change in billing address, credit card number, or credit card expiration date), and you must promptly notify us or our payment processors if your payment method is cancelled (such as, for loss or theft) or if you become aware of a potential breach of security, such as the unauthorised disclosure or use of your user name or password. Changes to such information can be made in your profile area.

If you fail to provide any of the foregoing information, you agree that we may continue charging you for any use of paid services under your billing account unless you have terminated your paid services as set forth in this Agreement.

You authorise Comit directly or through third parties, to make any inquiries it considers necessary to validate your account and financial information that you provided while signing up for such Services.

#### **4. MODIFICATIONS TO THE SERVICES AND FEES**

We may modify, replace, refuse access to, suspend or discontinue the Services, partially or entirely, or add, change and modify prices for all or part of the Services for you or for all our users at any time and in our sole discretion. All of these changes shall be effective upon their posting on the Site or other Services by Comit or by direct communication to you unless otherwise noted. We further reserve the right to withhold, remove and or discard any Content available as part of your account, with or without notice if deemed by us to be contrary to this Agreement. Comit has no obligation to store, maintain or provide you a copy of any content that you or other users provide when using the Services. By continuing to use the Services after the price change takes effect, you accept the new price.

We shall not be liable to you or to any third party for such things as any modification, price change, suspension or discontinuance of the Services.

#### **5. CHANGE TERMS OF SERVICE**

From time to time, we may issue an update to the Services that may add, update, modify, and/or remove features from the Services. These changes may be pushed out automatically with little or no notice to you.

Comit has sole discretion in determining such things as; The Operating System Version the Service will run on; the browser versions that the Service can run on; the end features the Service will have; the end design the Service will have.

We will where possible notify you of an update, including details on the changes of the Services. Comit is not under any obligations to provide you with any notifications.

We reserve the right to update and change the Terms of Service from time to time without notice. Any new features that may enhance the current Services, including the release of new tools and resources, are subject to the Terms of Service.

Continued use of the Services after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time at: <https://guardmylease.com/tos>.

Violation of any of the terms in this Agreement may result in the termination of your Account. While Comit prohibits such conduct and Content on the Services, you acknowledge and agree that we cannot be responsible for the Content that is posted on the Services and you may be exposed to such Content. You understand that the use of the Services is at your own risk.

#### **6. READINESS OF SERVICES**

You will be informed in writing once determined by us in our sole discretion that the Service is ready. Once we believe that the Service is ready, we will notify you via the contact email associated with your account. You acknowledge and agree that Comit has sole discretion in determining when the Service is ready; however, we will endeavour to consider (but are not obligated to) your suggestions prior to us determining that the Service is ready.

#### **7. SELLING THROUGH COMIT**

Some of our Services may provide you the chance to sell or purchase goods and services through sites hosted or designed and/or by Services by Comit (such goods and services, "Commercial Products"). In addition to the other rules and requirements described in this Agreement, you must follow the rules listed below when offering, selling or purchasing Commercial Products.

- (a) You may not offer or sell illegal or potentially illegal Commercial Products, including but not limited to those that are counterfeited, stolen or fraudulent. Commercial Products sold using the Services must comply with all applicable laws, including Commercial Products sold to individuals outside of Australia. Items identified as such things as “not for distribution within Australia” may not be sold using the Services.
- (b) You may not offer or sell Commercial Products that infringe or have the potential to infringe the intellectual property rights or proprietary rights of another entity.
- (c) You may not offer or sell any Commercial Products that we, in our sole discretion, determine are inappropriate, offensive, pornographic, sexually explicit, violent or illegal or have the potential to be inappropriate, offensive, pornographic, sexually explicit, violent or illegal.
- (d) You may not offer or sell any Commercial Products that are manufactured as, or primarily intended to be or has the potential to be used as, weapons, including firearms, restricted devices or ammunition. We reserve the right to determine, in our sole discretion, whether Commercial Products constitutes “weapons” for purposes of this Agreement.
- (e) You may not offer or sell any Commercial Products that infringe upon or have the potential to infringe upon such things as an individual’s privacy or that may be libellous, slanderous or otherwise defamatory.
- (f) You may not use images or names of any third party when offering or selling Commercial Products without first obtaining that third party’s permission.

Without limiting anything else in this Agreement, we may remove forthwith Content related to the offer or sale of Commercial Products that we deem in our sole discretion is in violation of this Agreement. If you sell a Commercial Product using our Services, then you must, upon our request, (i) use commercially reasonable efforts to cease any deliveries of the Commercial Products to the buyers, and/or (ii) pay a refund for such Commercial Products to the buyers.

## **8. PAYMENT AND REFUND TERMS**

You acknowledge that there will be no refunds or any credits for such things as setup fees, partial months of service, any upgrade and/or downgrade refunds, or refunds for days unused for the current month paid. No exceptions will be made in the attempt to treat everyone equally.

All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties and fees of any nature associated with the Services, including any sales tax related to the purchase or sale of Commercial Products. Unless expressly required by law, Comit shall not be liable for any taxes or other fees to be paid in accordance with or related to the Commercial Products. When purchasing or selling Commercial Products, it is your responsibility to determine whether or not sales taxes apply to a transaction and to collect, report and remit the correct amounts to the appropriate authority. Any tools provided in connection with the Services indicating estimated taxes due are for illustration purposes only. You take full responsibility for all taxes and fees of any nature associated with the Services, including any sales tax related to the purchase or sale of Commercial Products.

## **9. CANCELLATION AND TERMINATION**

Services may be terminated by us, without cause, at any time without penalty and without notice.

If our Services relate to a subscription based service such as month to month payments (“Subscription”), the service may be terminated by you, without cause, by following the cancellation procedures set forth in the Agreement; however, you acknowledge and agree that you will continue to be liable for such things as any initial payments, one time payments, periodic payments and/or completed product payments.

If the Services do not relate to Subscription, the service may be terminated by you, without cause, by following the cancellation procedures set forth in the Agreement; however, you acknowledge and agree that you will be liable for such things as any initial payments, one time payments, periodic payments and/or completed product payments.

Comit may terminate Services at any time, without penalty and without notice, if you fail to comply with any of the terms of this Agreement or the intellectual property protections applicable to these Services.

Notice of Termination of Services by us may be sent to the contact e-mail associated with your account.

Upon termination of the Services your account will be deactivated and/or deleted. Your content will be deleted from the Services upon ceasing this Agreement.

Upon the termination or cancellation of this Agreement, if the Service is published on a Third Party Store, the Service will be removed from the Third Party Store.

If you are using a service from our Services that incorporate the feature, you can terminate our Services by accessing the feature within our Services. If you are not using a service from our Services that incorporates allowing you to terminate our Services within the service, you may terminate our Services by contacting us in writing to [hello@guardmylease.com](mailto:hello@guardmylease.com).

If the Services relate to Subscription, you must cancel the Subscription services three (3) days prior to the end of your current paid up month in order for you not be charged for any subsequent months. This allows for adequate processing time.

Comit, in its sole discretion, has the right to suspend or terminate your account and has the right to refuse any and all current or future use of the Services, or any other service that we might offer, for any reason at any time.

Comit reserves the right to refuse service to anyone for any reason at any time.

## **10. AMENDMENTS**

We reserve the right, in our sole discretion, to modify or replace any part of this Agreement at any time, effective upon the date of the change. In the event of any such change, we will post a notice on the Site that we have changed this Agreement. If you have an account with us, we may (but are not obligated to) provide you with notice via the email address that we have on file for you that we have changed this Agreement.

You and Comit understand that sometimes there are issues with email communication. We are not responsible if any email notice gets caught by your SPAM filter and you do not see it, if you have given us the wrong email address (or failed to update your address) or if there are other communications issues that prevent email from reaching you. Therefore, we encourage you to frequently visit this page <https://guardmylease.com/tos> periodically to monitor any changes. Your continued use of or access to our Services following the posting of any changes to this Agreement constitutes acceptance of those changes.

## **11. COPYRIGHT AND CONTENT OWNERSHIP**

All material and services available on the Site and Services, and all material and services provided by or through Comit, its affiliates, subsidiaries, employees, agents, licensors or other commercial partners including, but not limited to, software, all informational text, software documentation, design of and "look and feel," layout, photographs, graphics, audio, video, messages, interactive and instant messaging, design and functions, files, documents, images, or other materials, whether publicly posted or privately transmitted as well as all derivative works thereof (collectively, the "Materials"), are owned by us or other parties that have licensed their material or provided services to us, and are protected by copyright, trademark, trade secret and other intellectual property laws. All of our trademarks and service marks, logos, slogans and tag lines are the property of Comit. All other trademarks, service marks, logos, slogans and tag lines are the property of their respective owners. Except as otherwise specifically provided herein, nothing should be construed as granting any license or right to use any trademarks, service marks, logos, slogans or tag-lines displayed by Comit without our express written permission, or the express written permission of such third-party that may own the trademark, service mark, logo, slogan or tagline.

For content that is covered by intellectual property rights, like photos and videos (Intellectual Property (IP) content), you specifically give us the following permission, subject to your privacy and application settings: you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with Comit (IP license).

By using the Services, you agree to allow others to view and share your content.

Comit may, but has no obligation to, monitor Content from our Services; We may disclose any information necessary or appropriate to satisfy our legal obligations, protect Comit or its customers, or operate the Services properly. Comit, in its sole discretion, may refuse to post, remove, or require you to remove, any Content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

The Services including the design is copyright Comit all rights reserved. You will not duplicate, copy, or reuse any portion of the application or Services without express written permission from us.

If you whilst using our Services, download and/or otherwise use any content from the Services that is property of Comit, this includes but may not be limited to all files and images contained in or generated by the Services, look and feel, HTML/CSS, JavaScript, visual design elements, code and accompanying data are deemed to be licensed to you by us, for your personal and non-commercial use only. Comit does not transfer either the title or the intellectual property rights of the Services, and we retain full and complete title to the Services as well as all intellectual property rights therein. You may not sell, redistribute, or reproduce the Services, nor may you decompile, reverse-engineer, disassemble, or otherwise convert the Services to a human-perceivable form.

You grant Comit a license to use the materials you post to the Services. By posting, downloading, displaying, performing, transmitting, or otherwise distributing user content (“User Content”) to the Services, you are agreeing to Comit, its affiliates, officers, directors, employees, consultants, agents, and representatives a license to use User Content in connection with the operation of Comit, its affiliates, officers, directors, employees, consultants, agents, and representatives, including without limitation, a right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat User Content. You will not be compensated for any User Content. By posting User Content on the Services, you warrant and represent that you own the rights to the User Content or are otherwise authorised to post, distribute, display, perform, transmit, or otherwise distribute User Content.

When accessing or using the Services, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Services is at all times governed by and subject to laws regarding copyright, trademark, patent, trade secret ownership and use of intellectual property. You agree not to upload, download, display, perform, transmit, or otherwise distribute any information or content in violation of any party's copyrights, trademarks, patents, trade secrets, or other intellectual property or proprietary rights. You agree to abide by laws regarding copyright, trademark, patent, trade secret ownership and use of intellectual property, and you shall be solely responsible for any violations of any laws and for any infringements of any intellectual property rights caused by any content you provide, post, or transmit, or that is provided or transmitted using your login credentials. The burden of proving that any content does not violate any laws or intellectual property rights rests solely with you.

Subject to this Agreement, we hereby grants you a limited, revocable, non-transferable and non-exclusive license to use the Materials through login credentials to the extent, and only to the extent, necessary to access and use the Services in accordance with the terms of this Agreement. This license does not permit you, and you agree not to: store, copy, reproduce, republish, modify, upload, post, translate, scrape, rent, lease, loan, sell, distribute, transfer, transmit, display, decompile, reverse engineer, reverse assemble, decipher or otherwise attempt to discover any programming code or any source code used in or with the Materials or otherwise distribute the Materials in any way other than as specifically permitted in this Agreement. You must remove the Service or part thereof from any third party upon termination the Agreement that you have or had control of. You may not sell, assign, sublicense, grant a security interest in or otherwise attempt to transfer any right in the Services, create derivative works based on or in any manner commercially exploit the Materials, in whole or in part, other than as expressly permitted in this Agreement. Any use of the Materials for any purpose other than as specifically permitted herein or without our prior consent or the prior written consent of our licensors, as applicable, is expressly prohibited. We reserve all rights not expressly granted in this Agreement.

As part of the Services, we may provide you a Services which may be using sample content provided by us to illustrate how your final Services may appear (“Sample Content”). You agree that this Sample Content will not be made publicly available and that you will remove all Sample Content from the Services prior to allowing any third party users to access or view the Services.

Our content included on its site, its Software, its applications and through any other Services is the property of Comit and is protected by Australian and international intellectual property laws. Such things as our content, Software, Application, Services, code, HTML/CSS, and visual design data is copyright Comit.

## **12. ERRORS AND OMISSIONS**

We will examine carefully for accuracy in all respects, ranging from spelling to technical illustrations; however, you acknowledge and agree that Comit will not be liable for errors or omissions in respect to the accuracy ranging from spelling to technical illustrations or loss of content. You will indemnify us against any loss or damage arising directly or indirectly from any errors and omissions.

## **13. COPYRIGHT COMPLAINT POLICY**

If you believe any Materials infringe your copyrighted works, you may provide a notification in writing of claimed copyright infringement to our Designated Copyright Agent for copyright complaints. Please see our Copyright Complaint Policy for further information at <https://guardmylease.com/complaintpolicy>.

#### **14. PROVIDING US ACCESS TO THIRD PARTY ACCOUNTS AND SERVICES**

Some of our Services may require you to provide us with access to or require you to supply login information and password information for accounts or services you may have with third party providers. When you provide this information to us or give us access to these third party accounts, you confirm and agree that you have read all contracts and written agreements governing such access, login credentials and passwords and that you have all the required contractual and legal rights to provide us such access, login credentials and passwords.

#### **15. COMMENTS AND FEEDBACK**

Any comments, suggestions, ideas, feedback, questions, or other information supplied by you to us ("Comments") are not confidential and you hereby grant us a worldwide, perpetual, irrevocable, royalty-free license to reproduce, display, perform, distribute, publish, modify, edit or otherwise use such Comments as we consider appropriate, for any and all commercial and/or non-commercial purposes, in our sole discretion.

#### **16. PROMOTION**

At our discretion, we may perform the following: retains the right to use you within our roster of clients; a link to your Site, Application and/or any other Service may be placed on the our website; you and your Site, Application and/or any other Service can be used in all forms of marketing as part of the our business portfolio.

#### **17. THIRD PARTY WEBSITES; THIRD PARTY SERVICES; NO IMPLIED ENDORSEMENT**

The Services may contain links to other web sites owned by third parties ("Third Party Sites"). You agree that when you click on any of these links, you are entering another website for which we have no responsibility or control. You may also have the ability via our Services to login to accounts that you have for services provided by third parties ("Third Party Services") or to link accounts for Third Party Services to our Services. We are not responsible for any activity occurring within Third Party Services, even if logged in through or linked to our Services.

You agree that we shall not be held liable for any loss or damage of any nature that is incurred as a result of your use of any Third Party Sites and/or Third Party Services, whether or not you were linked to or directed to a Third Party Site or Third Party Service via our Services. You acknowledge that Third Party Sites and Third Party Services may be subject to the applicable third party provider's terms of service, and you are solely responsible for reviewing and complying with any such terms of service. In no event shall any reference on any of our Services to any third party, third party website or third party product or service be construed as an approval or endorsement by us of that third party, third party website or of any product or service provided by a third party.

#### **18. RULES**

You agree to all of the following:

- (a) You hereby certify that you are at least 13 years of age or if you are a business entity, you represent that you have the authority to bind the entity to this Agreement.
- (b) If you are to purchase or subscribe to our Services, you hereby certify that you are at least 18 years of age or if you are a business entity, you represent that you have the authority to bind the entity to this Agreement.
- (c) You will ensure the email address provided in your account is valid at all times and will keep your contact information accurate and up-to-date.
- (d) You will not use the Services or Materials for any unlawful and/or illegal purposes or to conduct any unlawful and/or illegal activity.
- (e) You will not use the Services or Materials if you are located in a country embargoed by the U.S or Australia, or are on the U.S. Treasury Department's list and/or the Australian Department of Foreign Affairs and Trade (DFAT) list of Specially Designated Nationals.
- (f) You will not use the Services or Materials to impersonate another person.
- (g) You will not imply or state, directly or indirectly, that you are affiliated with or endorsed by Comit without our express written permission.

- (h) You will not upload, post, host, or transmit such things as unsolicited email, SMSs, or “spam” messages (also known as junk mail).
- (i) You will not upload, post, host, email, transmit or otherwise make available or initiate any Content that contains software viruses, worms, Trojan horses or any other computer code, files or programs that interrupt, destroy or limit the functionality of the Services or the Materials or that may impact the ability of any Comit user to access the Services.
- (j) You will not access the Services through automated methods. The Services may only be used or accessed via an electronic device through manual control at all times.
- (k) You may not upload individual files larger than 4MB.
- (l) You may upload up to 20GB of data per month. If you exceed this amount, you will be charged \$10.00 per GB or part thereof for any excess used.
- (m) You may not send messages using the Services which do not correctly identify the sender and you may not alter the attribution of origin in electronic mail messages or postings.
- (n) You will not share your password, allow another entity to access your account, or do perform any actions that might threaten the security of your account. You will not attempt to or actually access the Services or Materials by any means other than through the interfaces provided by Comit.
- (o) You will not attempt to or perform any override of any security component included in or underlying the Materials or Services.
- (p) You will not attempt or engage in any action that directly or indirectly interferes with the working of or places an unacceptable load on our infrastructure.
- (q) You will not publish Content, or links to Content, that is:
  - i. Pornographic, sexually explicit, or violent.
  - ii. Illegal, which may include but may not be limited to stolen or copyrighted material and material that infringes or has the potential to infringe the intellectual property rights of another entity.
  - iii. Reasonably likely to cause harm, or that could be reasonably considered as slanderous or libellous.
  - iv. Breaches or has the potential to breach another entities privacy.
- (q) You will not publish Content that is spam, is machine- or randomly-generated, and/or contains unethical or unwanted commercial content designed to and/or drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing), or mislead recipients as to the source of the material (such as spoofing).
- (r) You confirm that your country of residence is the same as your billing address.

Comit can decide in its sole discretion whether or not an account is in violation of any of these policies. Violation of any of these policies can result in us tracking user information and such information being held to identify the offending user (“Offending User”).

If you are determined to be an Offending User, you may be permanently restricted from holding an account or using the Services. If we reasonably determine that your account is being used for such things as illegal or fraudulent activity or being used in violation of this Agreement then your account may be immediately terminated and your financial data erased. Comit may also report you to law enforcement officials in the appropriate jurisdictions.

## **19. ERRORS AND ACCESS TO SITE**

You are solely responsible for the accuracy and appropriateness of all data and content whilst using our Services; including sales tax calculations, product pricing, and product descriptions, shipping charges, contact information, email

communications, and electronic payment processing. Comit will not be held responsible for inaccurate information and any potential damages caused by such inaccuracies. You further understand that Comit may not maintain copies of files or documents that are sent by you and that you are solely responsible for backing up this data.

## **20. SECURITY**

Comit is very committed to security; however, due to the nature of rapidly advancing technology, we can in no way guaranty that our Services will not be subject to security breaches. You acknowledge and agree that we will not be held liable for any security breaches from third party applications that are used in or with our Services.

We recommend the use of strong passwords and the observance of standard security practices. In order to minimise the chances of security violations, systems should be updated often. You are solely responsible for tracking software updates that we or third party providers provide to you.

## **21. DISCLAIMER OF WARRANTY**

Technical support is only available via email. Email address for support is provided upon entering this Agreement. We have no obligation to you to provide timely support; however, we will endeavour to provide you with support that we deem, in our sole discretion, suitable to your requests.

The Site, Services and Materials are provided “as is,” “as available,” “with all faults” and without any warranty of any kind, express or implied to the fullest extent permissible under applicable law, Comit and its licensors disclaim all warranties of any kind, either express or implied, including, but not limited to, any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Without limiting the foregoing, neither Comit nor its licensors warrant that access to the Site, the Materials and/or the Services available on or through the Site and/or Services will be uninterrupted or error-free, or that defects, if any, will be corrected; nor does Comit or its licensors make any representations about the accuracy, reliability, currency, quality, completeness, usefulness, performance, security, legality or suitability of the Services, the materials or the Site. You expressly agree that your use of the Site and/or Services and your reliance upon the Services and/or the Materials is at your sole risk. In addition, Comit is not responsible, and makes no representations or warranties for the delivery of any messages (such as emails, posting of answers or transmission of any other user generated content) sent through the Site and/or the Services to anyone.

In addition, you acknowledge and agree that any data, information, content or materials contained in or made available in connection with the Services is not intended as a substitute for, the knowledge, expertise, skill and judgment of tax, legal or other professionals. The Services do not provide tax or legal advice. You are responsible for obtaining such advice.

Furthermore, Comit and its licensors make no representation or warranties that the Services or the Materials or the Site are appropriate or available for use in all geographic locations. If you use the Services or the Materials outside the Australia, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Neither Comit nor any third party providers, partners or affiliates warrant that the Site, its servers, the Materials or the Services or any e-mail sent via our Services or any third party providers, partners or affiliates are free of viruses or other harmful components.

This Agreement applies solely to our Services. We may also host websites for certain third parties (“Third Party Websites”). Third Party Websites include content generated by third parties and are not under the management and control of Comit. We are not responsible for such third party sites, including without limitation, the accuracy, sufficiency, correctness, reliability, veracity, completeness or timeliness thereof, any link contained therein, or any changes or updates thereto, or any goods or services sold thereon. Your access or use of any Third Party Websites is governed by the terms applicable to such Third Party Websites. The hosting of any Third Party Websites by Comit does not imply an endorsement thereof by Comit, or of the provider of such content or services, of any Third Party Websites.

## **22. GENERAL CONDITIONS**

Comit is not responsible for your Content. You hereby grant Comit a worldwide, royalty-free, non-exclusive license to host and/or use, reuse, and to grant others the right to use and reuse, your Content, and any reproduction or simulation thereof, in any form of media or technology now known or hereafter developed, both during and after your use of the Services, for any purposes related to the Services in order to provide you with the Services and hereby represent and warrant that you have all the rights necessary to grant us such license.

You are responsible for any Content that may be lost or unrecoverable through our Services. You are encouraged to archive your Content regularly and frequently.



You acknowledge that Comit may use such things as third party vendors and hosting partners to provide things that may include but may not be limited to the necessary hardware, software, networking, storage, payment system and related technology required to run the Services.

You will not modify, adapt or hack the Services or modify another website or Services so as to falsely imply that it is associated with our Services, or any other services we own.

You will not reproduce, duplicate, copy, sell, resell or exploit any portion of the Services, use of the Services, or access to the Services without the express written permission by us.

We may remove content and Accounts containing content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

Verbal, physical, written or other abuse (including threats of abuse or retribution) of any customer, employee, member, or officer of Comit will result in immediate account termination and Services termination.

You acknowledge that the technical processing and transmission of the Services, including your content, may be transferred unencrypted and involve such things as transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices.

Comit does not warrant such things as (i) the Services will meet your specific requirements, (ii) the Services will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Services will be accurate or reliable, (iv) the quality of any products, Services, Materials, information, or other material purchased or obtained by you through the Services will meet your expectations, and (v) any errors in the Services will be corrected.

### **23. LIMITATION OF LIABILITY**

We are not liable to you or any other person for damages of any kind, including without limitation any punitive, exemplary, consequential, incidental, indirect or special damages (including, without limitation, any personal injury, lost profits, business interruption, loss of programs or other data on your computer or otherwise), goodwill, data or other intangible losses arising from or in connection with use of the Site, the Services, the Materials, your Content, the Commercial Products or any third party user generated content available on or through the Site and/or Services, whether under a theory of breach of contract, negligence, strict liability, malpractice or otherwise, even if Comit has been advised of the possibility of such damages. You hereby release Comit and hold Comit and its parents, subsidiaries, affiliates, licensors, and their officers, directors, trustees, affiliates, subcontractors, agents and employees, harmless from any and all claims, demands, and damages of every kind and nature (including, without limitation, actual, special, incidental and consequential), known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with the use of the Services, Materials, Site, your Content, Commercial Products or any third party user generated content available on or through the Site and/or Services. You hereby waive the provisions of any state or local law limiting or prohibiting a general release.

### **24. EXCLUSIVE REMEDY**

In the event of any problem with the Site, the Services, the Materials, you agree that your sole and exclusive remedy is to cease using the Site, the Services and the Materials. Under no circumstances shall Comit, its affiliates, or licensors be liable in any way for your use of the Site, the Services, the Materials, your Content, the Commercial Products or third party user generated content available on or through the Site and/or Services, including, but not limited to, any errors or omissions, any infringement of the intellectual property rights or other rights of third parties, or for any loss or damage of any kind incurred as a result of, or related to, the use of the Site, the Services, the Materials, your Content, the Commercial Products or any third party user generated content available on or through the Site and/or Services.

### **25. INDEMNIFICATION**

You agree to indemnify, hold harmless, and defend Comit and its licensors, suppliers, officers, directors, employees, agents, affiliates, subsidiaries, successors and assigns (collectively "Indemnified Parties") from and against any and all liability, loss, claim, damages, expense, or costs (including but not limited to attorneys' fees), incurred by or made against the Indemnified Parties in connection with any claim arising from or related to (i) your use (or anyone using your account's) use of the Services, the Site or the Materials, (ii) your Content, or (iii) any Commercial Products you offer on or through the Site or using our Services. This includes, but is not limited to, any breach or violation of this Agreement by you or anyone utilising your account. You agree to fully cooperate at your expense as reasonably required by an Indemnified Party. Each Indemnified Party may, at its election, assume the defence and control of any

matter for which it is indemnified hereunder. You shall not settle any matter involving an Indemnified Party without the consent of the applicable Indemnified Party.

## **26. EVENTS BEYOND CONTROL**

Under no circumstances shall Comit be held liable for any delay or failure of the Services and/or information on the Services directly or indirectly resulting from, arising out of, relating to or in connection with events beyond the reasonable control of Comit, including, without limitation, internet failures, equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, floods, storms, earthquakes, explosions, acts of God, war, terrorism, intergalactic struggles, governmental actions, orders of courts, agencies or tribunals or non-performance of third parties. The provisions of this paragraph are in addition to, and not intended to limit or modify, the limitation of Limitation of Liability as stipulated elsewhere in this Agreement.

## **27. CHOICE OF LAW, MANDATORY ARBITRATION AND VENUE**

Unless otherwise required by a mandatory law or any other jurisdiction, this Agreement is subject to the laws of Queensland, Australia, without regard to choice or conflicts of law principles. Further, you and Comit agree to the exclusive jurisdiction of the courts of Queensland, Australia to resolve any dispute, claim or controversy that arises in connection with this Agreement.

The formation, interpretation and performance of this Agreement and any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be resolved by mediation. The mediation shall take place in Townsville, Australia.

If the dispute has not been settled pursuant to the said Rules within 60 days following the written invitation to mediate or within such other period as the parties may agree in writing, the dispute shall be resolved by arbitration. The seat of arbitration shall be Townsville, Australia.

The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

You and Comit agree that any cause of action arising out of or related to our Services must commence within one (1) year after the cause of action occurs. Otherwise, such cause of action shall be permanently barred.

The language of the arbitration shall be English.

## **28. PRIVACY**

You may read our Privacy Policy at <https://guardmylease.com/pp>, and make use of the information it contains to assist you in making an informed decision. Please be aware that certain information, statements, data and content (such as photographs) which you may post to the Site or Services are likely to reveal your gender, ethnic origin, nationality, age, and/or other personal information about you. You acknowledge and agree that your submission of such information is voluntary on your part. Furthermore, you acknowledge, consent and agree that we may access, preserve, and disclose your registration and any other information you provide if required to do so by law or in good faith that such access preservation or disclosure is reasonably necessary in our sole opinion. The disclosure of user information to third parties is further addressed in the Privacy Policy.

## **29. OTHER**

You acknowledge that if a violation or attempted violation of any of this Agreement occurs, you agree that Comit shall be entitled as a matter of right to an injunction issued by any court of competent jurisdiction, restraining such violation or attempted violation of these terms and conditions by you, or your affiliates, partners, or agents, as well as to recover from you any and all costs and expenses sustained or incurred by us in obtaining such an injunction, including, without limitation, reasonable attorney's fees. You agree that no bond or other security shall be required in connection with such injunction.

In no event shall you be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of Comit, the exploitation of any advertising or other materials issued in connection therewith, or the exploitation of the Site or Services and/or any content used or displayed through the Site and/or Services.

## **30. TERMS YOU MUST POST ON YOUR SITE**

You are responsible for drafting the terms of use and privacy policy for any website that is provided as a service by us for you as part of the Services (“your Site”). However, the terms of use for your Site must designate us a third party beneficiary and must contain intellectual property, limitations of liability, limitations of remedy, disclaimers of warranty and indemnification provisions each for the benefit of Comit which are at least as favourable to us as contained in this Agreement. You are also responsible for drafting the privacy policy for your Site. Your Site’s privacy policy must contain terms that are at least as protective of a user’s privacy as those contained in this Agreement.

You agree to indemnify and hold harmless Comit and its licensors, suppliers, officers, directors, employees, agents, affiliates, subsidiaries, successors and assigns from and against any and all liability, loss, claim, damages, expense or cost (including but not limited to attorneys’ fees), arising from or related to the use of, access to, interaction with or reliance upon, your Site, including but not limited to the purchase, sale or other distribution of Commercial Products.

### **31. MISCELLANEOUS**

- (a) Should any provision of this Agreement be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of this Agreement, and the application of that provision shall be enforced to the extent permitted by law.
- (b) If we fail to enforce any of this Agreement, it will not be considered a waiver.
- (c) This Agreement constitute all the terms and conditions agreed upon between you and Comit and supersede any prior agreements in relation to the subject matter of this Agreement, whether written or oral. This includes but may not be limited to any prior versions of the Terms of Service. Any additional or different terms or conditions in relation to the subject matter of the Agreements in any written or oral communication from you to Comit are void. You represent that you have not accepted the Agreement in reliance on any oral or written representations made by Comit that are not contained in the Agreement.
- (d) If we waive strict performance of your obligations in a particular case, or cases, such waiver will not extend to any other instance involving non-performance of that or any other obligation by you, and will not operate as a general wavier of your obligations.
- (e) Any amendment to or waiver of this Agreement must be made in writing and signed by us.
- (f) You will not transfer any of your rights or obligations under this Agreement to anyone else without our prior written consent.
- (g) All of our rights and obligations under this Agreement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
- (h) This Agreement does not confer any third party beneficiary rights.
- (i) You understand that our Services are independent from you and that no part of this Agreement suggests that we are entering into a joint venture or similar.
- (j) We retains the rights to subcontract any portion of our Services without the consent of you.
- (k) A printed version of this Agreement and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- (l) The headings in this Agreement are to assist the reader. They are to be disregarded in interpreting the Agreement.
- (m) You agree that any communal information is confidential and will not be shared with any third parties without our consent.

Thank you for reading our Terms of Service. We hope you enjoy the Services from Comit.

Comit Pty Ltd, PO Box 4120, Kirwan, QLD 4817, Australia