

# Terms and Conditions of Use – XECH

## 1. Acceptance of Terms

By accessing or using the XECH software (“Service”), you agree to be bound by these Terms and Conditions (“Terms”). If you do not agree to these Terms, you must not use the Service.

## 2. Service Provider

This Service is provided by **XECH Pty Ltd** (ABN 36 630 513 647), an Australian company with its registered office at Level 9 530 Little Collins Street, Melbourne VIC 3000 (“we”, “us”, “our”). The Service provided is a cloud-based software platform delivered via a Software as a Service (SaaS) model, also known as **XECH**.

## 3. Description of the Service

XECH is a cloud-hosted software solution provided on a subscription basis. The features and functionality of XECH are described on our website or in your selected subscription plan.

## 4. User Responsibilities

You agree to:

- Use the Service in accordance with applicable laws;
- Maintain the confidentiality and security of your login details;
- Not misuse, resell, or interfere with the integrity or performance of the Service;
- Ensure that any data you input is accurate, lawful, and does not infringe third-party rights.

## 5. Fees and Payment

Fees for use of XECH are set out on our website or as otherwise agreed in writing. All prices are in Australian Dollars (AUD) and include GST unless otherwise specified. We reserve the right to change fees with 30 days’ notice.

## 6. Intellectual Property

All intellectual property rights in the XECH software, brand, and platform remain the exclusive property of XECH Pty Ltd. You are granted a limited, non-exclusive, non-transferable licence to use the Service for your internal business purposes.

## 7. Confidentiality

Each party agrees to maintain the confidentiality of any non-public, proprietary information disclosed in connection with the Service and not to use such information for any purpose other than to perform its obligations under these Terms.

## 8. Data and Privacy

We handle personal information in accordance with our [Privacy Policy] and the **Privacy Act 1988 (Cth)**, including the **Australian Privacy Principles (APPs)**. You retain all rights to the data you input into the system, subject to the Terms of our Privacy Policy.

## **9. Availability and Support**

We aim to maintain 99.5% uptime. We will notify users in advance of any scheduled maintenance. Support is available during standard business hours (AEST/AEDT).

## **10. Limitation of Liability**

To the extent permitted by law:

- We exclude all warranties not expressly stated in these Terms;
- Our liability for breach of any non-excludable condition or guarantee is limited to the re-supply of the Service or payment for its re-supply;
- We are not liable for indirect or consequential loss, including loss of profit, data, or business interruption.

## **11. Australian Consumer Law**

Nothing in these Terms excludes, restricts, or modifies any consumer rights under the **Australian Consumer Law (ACL)**. If you are a consumer, you are entitled to statutory guarantees that cannot be excluded.

## **12. Termination**

You may stop using the Service at any time. We may suspend or terminate your access if you breach these Terms or fail to make payments. Upon termination, your access to XECH will cease and any outstanding fees will become due.

## **13. Modifications**

We may amend these Terms by providing 30 days' notice via email or through the Service. Continued use of XECH following such notice constitutes your acceptance of the changes.

## **14. Governing Law**

These Terms are governed by the laws of **Victoria**, Australia. Any dispute arising from these Terms will be subject to the exclusive jurisdiction of the courts of that state.