

Korex Pty Ltd ACN 629 700 205

User Terms

Effective Date: 16 March 2020

1. **About these Terms**

- 1.1 These User Terms (“Terms”) set out the terms under which you may utilise the Service (as defined in clause 1.2 below) and constitutes a contract between you and Korex Pty Ltd ACN 629 700 205 as trustee for Hazrem Australia Unit Trust and its subsidiaries (“Korex”, “we” or “us”). You acknowledge and agree that you have made your own independent analysis and decision to accept these Terms, based on such information as you deem appropriate under the circumstances and without reliance on us. Use of the Service constitutes acceptance of this contract and your agreement to these Terms.
- 1.2 The Service means a single-day licence to use the method set out in patent number 2017254853 (“Method and apparatus for separating solid contaminant material from soil”) granted to Hazrem Soil Pty Ltd for the date nominated in the certificate issued by us (“Day Licence”). Korex has been granted the exclusive rights to grant a Day Licence in Australia by Hazrem Soil Pty Ltd to you on the terms set out in these Terms.
- 1.3 In addition to these Terms, you are subject to the terms of our [Privacy Policy](#). You acknowledge and agree that the terms of our Privacy Policy are incorporated into, govern and relate to these Terms as if set out in full.

2. **How you may use the Service**

Korex grants you a personal, limited, non-exclusive, revocable, non-transferable licence, without the right to sublicense, to use the Service for the Service Day (as defined in clause 4.1 below) on the terms of these Terms.

3. **Unauthorised use**

Korex reserves the right to investigate, suspend, terminate and take legal action against any illegal and or unauthorised use of the Service.

4. **Payment**

- 4.1 If you use the Service you must pay the Subscription Fee specified at \$250 per day (“Subscription Fee”) in advance and are granted the right to use the Service for a period of one (1) day for the date nominated in the certificate issued by us to you (“Service Day”).

- 4.2 Subscription Fees must be paid in advance of each Service Day.
- 4.3 At the end of each Service Day, your right to use the Service will automatically expire and terminate.
- 4.4 Korex may change the Subscription Fee at any time by giving you at least 21 days' notice. The changed Subscription Fee will not apply to any unused Service Days.
- 4.5 Payment obligations are non-cancellable and, except as expressly stated in these Terms, fees paid are non-refundable.

5. **Taxes**

- 5.1 Fees are stated exclusive of any taxes, levies, duties or similar governmental assessments of any nature, including, for example, GST, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively "Taxes").
- 5.2 You will be responsible for paying all Taxes, except for those taxes based on Korex's net income. Should any payment to Korex be subject to withholding tax by any government, you will reimburse Korex for such withholding tax.

6. **Links to third party sites & services**

- 6.1 Korex may contain links to third party information and products. Such content and links are not owned, operated or maintained by Korex, nor are they affiliated or associated with Korex in any way, unless indicated on the external site.
- 6.2 Korex is not responsible for the content of any third-party material appearing on the platform or any third party sites linked to the platform. Such information, advertisements or links are purely for information purposes only and are not endorsements by Korex as to the quality, accuracy or completeness of the third-party information or websites.
- 6.3 If you decide to access any of the third party services or websites advertised or linked, you do so entirely at your own risk and, as far as lawfully possible, Korex accepts no liability or responsibility for your actions or omissions or linked sites in relation to the content contained therein.

7. **Changing, Cancelling, Suspending or Restricting the Service**

- 7.1 Korex may change the Service from time to time without giving you notice.
- 7.2 Korex may immediately suspend or restrict your use of all or any of the Service in the following circumstances:

- where reasonably necessary for technical or operational reasons;
- if you breach these Terms; or
- if Korex considers that you have committed or may be committing any fraudulent activity against Korex or against any other person or organization through your use of the Service.

7.3 Korex may cancel your use of the Service at any time and will provide you with reasonable notice prior to cancellation. Except if clause 7.2 applies, if Korex cancels your use of the Service prior to a Service Day, you will have access to the Service for the Service Day that you have already paid for.

8. **Ownership**

Korex owns all proprietary rights in the Service, including but not limited to, patents, trademarks, service marks, trade secrets, copyrights, content and other intellectual property rights.

9. **Copyright**

Copyright in all content contained on this Service, including but not limited to text, drawings, slides, materials, photographs and page layout, subsists under, and is protected by, the Australian Copyright Act 1968 (Cth) and international copyright laws and, unless stated otherwise, is owned by Korex or used by Korex under licence.

10. **Disclaimer & warranty**

10.1 The information, software, products, and services included in or available through Korex may include inaccuracies or typographical errors.

10.2 Korex, its contractors and suppliers may make improvements and/or changes in the Service at any time. Advice received via the Service should not be relied upon for personal or legal decisions and you should consult an appropriate professional for specific advice tailored to your situation.

10.3 To the maximum extent permitted by applicable law, Korex, its contractors and suppliers make no representations about the suitability, reliability, availability, timeliness and accuracy of the of the Service or the use of the Service for any purpose. To the maximum extent permitted by applicable law, the Service is provided “as is” without warranty or condition of any kind. To the maximum extent permitted by applicable law, Korex, its contractors and suppliers hereby disclaim all warranties and conditions with regard to the Service, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

10.4 To the maximum extent permitted by applicable law, in no event shall Korex, its contractors and suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, revenue, data or profits, arising out of or in any way connected with the use or performance of the Service, with the delay or inability to use the Service or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the Korex platform, or otherwise arising out of the use of the Service, whether based on contract, tort, negligence, strict liability or otherwise, even if Korex, its contractors and suppliers have been advised of the possibility of damages.

10.5 Because some states / jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the Service, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the Service.

11. **Security & Privacy**

11.1 When using the Service, you must provide accurate, up-to-date and complete information. If you create a Korex Account, you are solely responsible for keeping your password secure. You will be solely responsible and liable for any activity that occurs under your user name, or in an account attached to your biometric data (including face, fingerprint or other touch ID).

11.2 You must use all reasonable endeavours to prevent any unauthorised access to, or use of, the Service and you must notify Korex immediately in the event of any suspected unauthorised access or use.

12. **Variation**

12.1 We may amend these Terms after giving you prior notice via www.korex.com.au in circumstances where we consider that the amendment is reasonably necessary or desirable to:

- provide clarity to the intention of these Terms where the amendment is not material and is no less favourable to you;
- reflect new systems, technology, products or services related to the Service;
- implement changes required by law; or
- otherwise protect our legitimate business interests.

12.2 The most current version of these Terms can be found at www.korex.com.au

12.3 We will give you reasonable notice of a change (having regard to the nature of the change) except where we consider that the relevant change is necessary in order for us to comply with any law, regulation or other obligation we have.

13. **Representations and warranties by you**

13.1 You represent and warrant to us that:

- you have the power and authority to enter into and perform your obligations under these Terms;
- you have taken all necessary action to authorize the acceptance and performance of these Terms by you;
- these Terms constitute your legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms subject to laws generally affecting creditors' rights and to principles of equity; and
- the acceptance and performance by you of these Terms does not and will not violate, breach, or result in a contravention of:
 - (a) any law, regulation or authorization; or
 - (b) (in the case of a corporation) your constitution or other constituent documents.

13.2 The representations and warranties in this clause 13 survive acceptance of these Terms.

14. **Governing law**

These Terms are governed by the laws of Victoria, Australia. You irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria and waive any right to object to an action being brought in those courts, including on the basis of inconvenient forum.

15. **Prohibition and enforceability**

15.1 Any provision of, or the application of any provision of, these Terms, which is prohibited in any jurisdictions is, in that jurisdiction, ineffective only to the extent of the prohibition.

15.2 Any provision of, or the application of, these Terms which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

16. **Force Majeure**

Neither Korex nor you will be liable by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a party, which may include denial-of-service attacks, a failure by a third party hosting provider or utility provider, strikes, shortages, riots, fires, acts of God, war, terrorism and governmental action.

17. **Survival**

Clauses 4 (“Payment”), 5 (“Taxes”), 8 (“Ownership”), 9 (“Copyright”), 10 (“Disclaimer & Warranty”), 11 (“Security & Privacy”), 13 (“Representations and warranties by you”), 14 (“Governing Law”), 15 (“Prohibition and enforceability”), 17 (“Survival”) and 18 (“Interpretation”) will survive any termination or expiration of these Terms.

18. **Interpretation**

18.1 Headings and italicised, highlighted or bold type do not affect the interpretation of these Terms.

18.2 In these Terms, unless a contrary indication appears or is expressed:

- (a) the singular includes the plural and the plural includes the singular;
- (b) a gender includes the other genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined in these Terms have a corresponding meaning;
- (d) a reference to a person or an entity includes any person, firm, company, partnership, joint venture, association, trust, corporation or other body corporate and any government agency (whether or not having a separate legal personality) or two or more of them;
- (e) a reference to a clause, party, annexure, exhibit or schedule is a reference to a clause of, and a party, annexure, exhibit and schedule to, these Terms and a reference to these Terms includes any annexure, exhibit and schedule;
- (f) a reference to a document includes all amendments or supplements to, or replacements or novation’s of, that document;
- (g) a reference to a party to any document includes that party’s successors and permitted assigns;
- (h) a reference to time is to Melbourne time;
- (i) a reference to a statute, regulation, proclamation, ordinance or by law includes all statutes, regulations, proclamations, ordinances or by laws amending, consolidating or replacing it and a reference to a statute includes

all regulations, proclamations, ordinances and by laws issued under that statute;

- (j) a reference to liquidation includes official management, administration compromise, arrangement, merger, amalgamation, reconstruction, winding up, dissolution, deregistration, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy, or a similar procedure or, where applicable, changes in the constitution of any partnership or person, or death;
- (k) a reference to an agreement other than these Terms includes an undertaking, deed, agreement or legally enforceable arrangement or understanding whether or not in writing;
- (l) a reference to an asset includes all property of any nature, including a business, and all rights, revenues and benefits;
- (m) a reference to a document includes any agreement or contract in writing, or any certificate, notice, deed, instrument or other document of any kind; and
- (n) a reference to a body, other than a party to these Terms (including an institute, association or authority), whether statutory or not, which ceases to exist or whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

18.3 No provision of these Terms may be construed adversely to a party solely on the ground that the party was responsible for the preparation of these Terms or the preparation or proposal of that provision.

18.4 Specifying anything in these Terms after the words 'include' or 'for example' or similar expressions does not limit what else is included unless there is express wording to the contrary.