

Nimbus Client Access Terms and Conditions

The Nimbus Client Access Agreement incorporates these Terms and Conditions. Nimbus Client Access is supplied by Nimbus Technology Pty Ltd (Nimbus) on behalf of a Nimbus Account holder on the following terms:

Terms of Use

Your obligations on accepting the Terms of Use are to:

- Only use the software and website for reasonable and lawful business purposes;
- Ensure that all user names and passwords required to access the software remain confidential and to change the password immediately in the event of unauthorized use;
- Not modify, copy, adapt, reproduce, dissect, decompile or reverse engineer the software or website;
- Not use Nimbus folders to store any material which is prohibited by the Broadcasting Services Act 1992 (Cth);
- Indemnify Nimbus against all claims, costs, damages and losses arising from any breach of these obligations.

Nimbus's obligations on your acceptance of the Terms of Use are to:

- Grant you the rights to access and use the Nimbus software and services;
- Use its best endeavors to make the software available to authorized users 24 hours a day, 7 days a week;
- Make available training using GoToMeeting and GoToWebinar by prior appointment and engagement;
- Make available support and assistance by email during normal business hours in Queensland;
- Use all reasonable endeavors to preserve, encrypt, and keep data secure.

Ownership and protection of Data

Title to and all Intellectual Property rights in the software, the website, help files, standard checklists, documentation, videos, training and marketing material remain the property of Nimbus. Title to and all Intellectual Property rights in any data uploaded to Nimbus folders remain your property.

Maintenance and Upgrades

You acknowledge that Nimbus has a right to update the software from time to time without notice, for the purposes of defect correction or introduction of enhancements.

No Warranties

Nimbus Client Access is provided on behalf of a Nimbus Account holder. Nimbus does not warrant that the software will meet your requirements and Nimbus does not warrant that the software is free of any defects. Nimbus does not warrant the accuracy, completeness or adequacy of any information

or material contained on this website. Nothing contained on this website is intended to be used as professional advice, nor as a substitute for your own independent professional's advice.

No Liability

Nimbus has no liability and responsibility to you or any other person, for any loss, including loss or exposure of data, or any damage resulting from the use or reliance on the software or due to malicious attack. You agree that Nimbus has no liability or responsibility for the deletion, failure to store, theft, misappropriation or loss of, by any means, of any data.

Nimbus and each party providing material displayed on this website disclaim liability to all persons or organizations in relation to any action(s) taken on the basis of currency or accuracy of the information or material, or any loss or damage suffered in connection with that information or material. You agree that Nimbus has no liability or responsibility for any actions you may take in relation to the information provided.

Termination

The following constitute events for which Nimbus may terminate this agreement and immediately terminate availability of Nimbus Client Access;

- the breach or threatened breach of any of your material obligation under this agreement;
- your notice in writing that you no longer wish to use Nimbus Client Access;
- any condition upon which the service agreement with the Nimbus Account holder is terminated;
- in any event upon 30 days prior notice.

Upon termination of this agreement, Nimbus will provide all reasonable assistance necessary to enable the transfer of data, documentation and records to you or a third party nominated by you at your cost and expense.

Governing Law

This agreement is governed by the law in the State of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria.

Term

This agreement will begin on the date you accept these Terms and Conditions and will continue thereafter on an ongoing basis until this agreement is terminated by either party pursuant to the termination conditions.

Warranty of Authority

Each person acknowledging this agreement as attorney of a party, authorized representative, agent or trustee of a party, warrants to the other parties that, at the date of acknowledgement, the person has full authority to execute this agreement on behalf of that party.

Assignment

No party to this agreement shall assign, whether in whole or in part, the benefit of this agreement or any rights or obligations hereunder, without the prior written consent of the other party.

Entire Agreement

This agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the software. No addition to or modification of any provision of this agreement shall be binding upon the parties unless made by written instrument signed by a duly authorized representative of the party.

Implied Terms

Where legislation implies in this agreement any condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying application of or exercise or liability under such condition or warranty, the condition or warranty will be deemed to be included in this agreement. However, the liability of Nimbus for any breach of such condition or warranty will be directed to the Nimbus Account holder, and limited to the amount separately agreed with the Nimbus Account holder.

Privacy

Nimbus will not use or disclose any personal information or your data for a purpose other than discharging its obligations under this agreement. Nimbus further agrees to comply at all times with the National Privacy Principles contained in Sch 3 to the Privacy Act 1988 (Cth) (or an applicable privacy code approved by the Federal Privacy Commissioner pursuant to that Act) in the same way and to the same extent as you would have been required to comply had you been directly responsible for performing the act or practice concerned. Nimbus will take all necessary steps to protect personal information in its possession against misuse or loss and it will return all such information to you (or if requested by you, destroy or de-identify such information) upon termination or expiry of this agreement. This clause will survive the termination or expiry of this agreement. For the purpose of this clause, "personal information" means information or an opinion about an individual as defined in s 6 of the Privacy Act 1988 (Cth) which is collected, used, disclosed, stored or handled by Nimbus for the purposes of this agreement.

Confidentiality

A party will not, without the prior written approval of the other party, disclose information that belongs to the other party that is by its nature confidential, including but not limited to, the operational features, functions, presentation and documentation of the Nimbus software. A party will not be in breach of this clause in circumstances where it is legally compelled to disclose the other party's confidential information. Each party will take all reasonable steps to ensure that its employees and agents, and any subcontractors engaged for the purposes of this agreement do not make public or disclose the other party's confidential information. Notwithstanding any other provision of this clause, a party may disclose the terms of this agreement (other than confidential information of a technical nature) to its related companies, solicitors, auditors, insurers and accountants. This clause will survive the termination of this agreement.