

Terms

Service

This is the hosting of an **Instance** of a nuBuilder version 4 **Database**.

Data

This is the information contained in a nuBuilder **Database**.

User

This is **You**, the person buying this **Service** and also anyone logging into your **Instance** of the **Service**.

Service Provider

The **Service Provider** is PCP 2000 Pty Ltd, trading as nuSoftware.

Conditions

Agreement

By clicking on the **Terms and Conditions** tick box, **You** are agreeing to comply with these **Terms and Conditions**.

Changes

These **Terms and Conditions** are subject to **Change**.

Duration

This **Agreement** commences on the date **You** signed up for the **Service** and continues for the **Duration** of the **Service**.

Service

Termination

The **Service Provider** reserves the right to suspend or terminate the **Service** with immediate effect and without notice, if;

- I. The **Service Provider** believes that the use of the **Service** may be in breach of any **Law**
- II. The **Service Provider** believes that **You** or a **User** has committed a breach of this **Agreement**
- III. The **Service Provider** believes that the use of the **Service** may compromise or have an adverse effect on the **Service Providers** systems

Maintenance

The **Service Provider** will perform maintenance from time to time and reserves the right to suspend access to the **Service** during the time required for **Maintenance**.

Data

The **Service Provider** is not responsible for keeping or maintaining data belonging to a suspended or terminated **Service**.

Backups

It is the **Users** responsibility to maintain local copies of the **User's Database(s)**.

Sub-Domain(s)

The **Service Provider** provides **Sub-Domain** names. These **Sub-Domain** names will remain the property of the **Service Provider**.

Fees

The **Service Provider** reserves the right to change the **Fees**.

The **Service Provider** reserves the right to terminate the **Service** if payment is not received.

Laws and Restrictions

You agree that **You** and any **User** associated with the **Service** and **Database** will not use the **Service** for the following;

- I. adult material of any kind including links to other web sites containing adult material
- II. any purpose that violates any **Laws**
- III. spamming or spoofing
- IV. abuse of the **Server Providers** resources
- V. computer hacking or cracking
- VI. infringing the intellectual property rights of any individual or organisation

Authorities

If the **Service Provider** believes that the use of the **Service** may be in breach of any **Law**, then the **Service Provider** may notify the relevant authorities.

Liabilities

The **Service Provider** is not liable to **You** or any other person for any cost, loss or liability (including loss of profit or other consequential damage) arising from the **Service Provider's** supply or failure or delay in supplying the **Service**.

You agree that **You** will have no claim against the **Service Provider** in respect of any action reasonably taken by the **Service Provider**, and **You** indemnify the **Service Provider** against any claim by a **User** arising out of the same.