

pm box terms of use

Effective date 15th of January 2019

These Terms of use form a contractual agreement between You and Us and govern use of and access to pm box by You and Your Organisation. These Terms are applicable during Your free trial and during Your Subscription.

You are agreeing to these Terms on behalf of that Organisation and representing to Us that You have the authority to bind Your Organisation including its Affiliates to these Terms. Subsequently, and for the purpose of this agreement, "You" "Your" and "Organisation" can be used interchangeably and have the same meaning.

If You do not have such authority, or if You do not agree with these Terms, You must not accept these Terms and may not access or use pm box.

These Terms apply when You, as an eligible individual, sign up for pm box with an email address that has been provided by an organisation by virtue of the individual's role within the organisation.

1 Your responsibilities

1.1 Accounts and subscriptions

To be eligible to sign up for pm box, You must have a valid Account and a current email address provided by Your organisation, using the Organisation Domain Name. We retain the right to determine eligibility in Our sole discretion.

By accessing or using pm box as an administrator, You may authorise or permit other Users from Your organisation to access or use pm box.

Access and use of pm box is restricted to the specified number of individual User subscriptions purchased for the use of pm box.

Each Subscription shall be allocated to a User in Your Active Directory, at which point Your User becomes a licensed User of pm box and associated Service(s). Each individual Subscription shall be used only by one individual.

All pm box Users shall be automatically identified using their unique User ID and verified against the Microsoft AppSource licensing service. We do not store User passwords on Our systems and rely on Authentication service You already use, as provided by Microsoft.

You acknowledge that it is Your sole responsibility to maintain the security of Your User credentials and You should, therefore, not share Your User accounts with any third parties. In any event, You are responsible for all activities that occur under Your Account. We will not be liable for any damage or loss that may result from Your failure to protect Your Account security.

We may update pm box at any time and You may receive update notifications through Your pm box administrator Account email.

1.2 Responsible use of pm box

You agree not to

- (a) use pm box in a way prohibited by law, regulation, governmental order or decree;
- (b) try to gain unauthorized access to or disrupt any Service, device, data, Account or network;
- (c) use pm box to distribute unsolicited communication, malware or other harmful content to others;
- (d) use pm box in a way that could harm the Service or impair anyone else's use of it;
- (a) sublicense or otherwise commercially exploit or make pm box available to any third party, other than Your internal business Users and End-Users

2 Subscriptions and payments

2.1 Purchasing and management

pm box subscriptions are provisioned through Microsoft® AppSource. We do not provide direct sales of the product.

Microsoft® AppSource facilitates all pm box commercial transactions including the handling of:

- (a) Trials and purchasing;
- (b) Your credit card and other payment methods;
- (c) payment processing and refunds;
- (d) applicable taxes;
- (e) Subscription changes and renewals;
- (f) cancellations and Account terminations;

For all commercial dealings as a buyer, You agree to be bound by the Terms and conditions of the Microsoft AppSource as stated on the <https://appsource.microsoft.com> web site.

2.2 Allocation of subscriptions to Your end users

Allocation of pm box Subscription to Your Users is done via Your Microsoft SharePoint Online tenant administration facilities and is the sole responsibility of Your system administrator(s).

We do not have any right or influence over allocating Your pm box Subscriptions to Your Users.

3 Suspension and termination

In addition to suspensions imposed by Microsoft® AppSource®, We may suspend Your access to and use of pm box if (a) You are in violation of the Terms stated in this agreement; or (b) We, in Our judgement, detect any unusual and suspicious activity linked to Your Account.

You agree to immediately cease Your use of pm box if We advise You that such violation has been detected.

Depending on perceived impact of the violation, We may, at Our sole discretion, (a) provide You with a period of seven (7) days to comply if We believe that Your breach of these Terms can be

rectified; or (b) suspend Your Account immediately if the magnitude of violation is such that it must be dealt with immediately.

Should You remain in breach of these Terms for a prolonged period of time, We may terminate Your Account without further notice.

We shall not be liable to You or any other third party for suspension or termination of Your Account or access to and use pm box, if such suspension or termination is in accordance with these Terms.

4 Access to pm box

You may not be able to access or use pm box

- (a) during planned downtime for upgrades and maintenance to pm box or related components;
- (b) during any outage or service degradation beyond Our control, such as but not limited to, Microsoft® Office 365® or Microsoft® Azure® outages, Denial Of Service (DOS) attacks or Internet connectivity;
- (c) In circumstances such as but not limited to, natural disasters, acts of government, acts of terror or civil unrest, or other technical failures beyond Our reasonable control.

5 Data privacy, security and confidentiality

5.1 Access and disclosure

We shall Process all Data in accordance with Applicable Data Privacy Laws and the pm box application privacy policy as stated on <https://decodeit.com.au/about/application-privacy>

You acknowledge and agree that We may also access or disclose information about You, Your Account, Users or End-Users, including Your Data, in order to:

- (a) comply with the law or respond to lawful requests or legal process;
- (b) protect rights or property, including enforcement of these Terms or other policies associated with pm box;
- (c) act on a good faith belief that such disclosure is necessary to protect personal safety or avoid violation of applicable law or regulation.

At Our sole discretion, any suspected fraudulent, abusive, or illegal activity by You may be referred to law enforcement authorities.

5.2 Your responsibility for Application Data

You are solely and entirely responsible for the content and handling of Your Application Data. You will secure and maintain all rights in Application Data necessary for us to provide pm box to You without violating Your Organisation's policies or the rights of any third party, or otherwise obligating Us to You or to any third party.

5.3 Transfers and location of data

Your data, full or partial, may be transferred to, and processed in countries or regions other than your principal place of business, such as Australia, United States or the countries of the European

Union (EU). If the laws of Your principal place of business differ or are stricter to the ones in these countries, you may contact us to consider a possible relocation of your data.

5.4 For users in the EU

If your principal place of business is within the EEA or Switzerland, by using pm box You accept your role as a data controller. As such, you acknowledge that you have the authority on behalf of your organisation to provide an authorisation to the processing and transfer of Personal Data into Australia, United States and other countries that may have different privacy laws.

We do not and will not assume any obligations with respect to Application Data or to Your use of pm box other than as expressly set forth in this Agreement or as required by applicable law.

Subject to Your Organisation's policies, You may delete Your own or Your Application Data from pm box, so long as You are a valid pm box User.

6 DISCLAIMER OF WARRANTIES

PM BOX, INCLUDING ALL RELATED COMPONENTS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. WE EXPRESSLY DISCLAIM ANY AND ALL CONDITIONS, REPRESENTATIONS, WARRANTIES OR OTHER TERMS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

YOU ACKNOWLEDGE THAT WE DO NOT WARRANT THAT PM BOX WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE AND YOU FURTHER ACKNOWLEDGE THAT WE DO NOT WARRANT THAT THE ACCESS TO PM BOX, WHICH IS PROVIDED OVER INTERNET AND VARIOUS TELECOMMUNICATIONS NETWORKS AND SOFTWARE AND HARDWARE PLATFORMS, ALL OF WHICH ARE BEYOND OUR CONTROL, WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE. OR THAT CUSTOMER DATA LOSS WON'T OCCUR.

THE CONTENT IN PM BOX IS NOT INTENDED TO AMOUNT TO EXPERT ADVICE ON WHICH YOU SHOULD RELY. YOU ACKNOWLEDGE THAT YOU HAVE, OR CAN OBTAIN PROFESSIONAL OR SPECIALIST EXPERTISE BEFORE TAKING, OR REFRAINING FROM, ANY ACTION ON THE BASIS OF THE CONTENT PRESENTED IN PM BOX. NO INFORMATION OR ADVICE OBTAINED BY YOU FROM US OR THROUGH PM BOX SHALL CREATE ANY WARRANTIES NOT EXPRESSLY STATED IN THESE TERMS.

7 LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE, OUR AFFILIATES OR EMPLOYEES BE LIABLE TO ANY PERSON FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUE, LOST SALES, LOST GOODWILL, LOSS OF USE OR LOST CONTENT, IMPACT ON BUSINESS, BUSINESS INTERRUPTION, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY) HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, BREACH OF STATUTORY DUTY, NEGLIGENCE OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES OR COULD HAVE FORESEEN SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR AGGREGATE

LIABILITY AND THAT OF OUR AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS, RELATING TO PM BOX, WILL BE LIMITED TO AN AMOUNT EQUAL TO ONE MONTH OF THE SUBSCRIPTION CHARGES FOR PM BOX TO WHICH THE CLAIM RELATES. YOU ACKNOWLEDGE AND AGREE THAT TO PROVIDE YOU WITH THE RIGHTS TO ACCESS AND USE PM BOX WE HAVE LIMITED OUR POTENTIAL LIABILITY AND ALLOCATED RISKS BASED ON THE SUBSCRIPTION CHARGES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF WE WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN.

IN JURISDICTIONS WHICH DO NOT PERMIT THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OUR LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. THE LIMITATIONS AND EXCLUSIONS ALSO APPLY IF THIS REMEDY DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE.

8 Intellectual property rights and indemnification

Unless stated otherwise, all rights, title and interest in pm box belong to and remain exclusively with Us.

We claim no intellectual property rights over the content You upload or provide to pm box.

We shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to use any suggestions, enhancement requests, recommendations or other feedback We receive from You and incorporate it into pm box.

If use of pm box by You has become, or in Our opinion is likely to become, the subject of any Intellectual Property dispute, We may at Our own discretion replace or modify pm box to make it non-infringing.

You will indemnify and hold Us harmless against any claim brought by a third party against Us, and their respective employees, officers, directors and agents arising from or related to use of pm box by You in breach of these Terms or matters which You have expressly agreed to be responsible pursuant to these Terms; provided that We promptly notify You of the threat or notice of such a claim.

9 Entire agreement and revisions

These Terms, together with any Form(s) and Supplemental Terms, constitute the entire agreement, and supersede any and all prior agreements between You and Us.

We may amend these Terms from time to time, in which case the new Terms will supersede prior versions. We will notify You not less than ten (10) days prior to the effective date of any amendments to these Terms and Your continued use of pm box following the effective date of any such amendment may be relied upon by Us as Your acceptance of any such amendment. Our failure to enforce at any time any provision of these Terms does not constitute a waiver of that provision or of any other provision of the Terms.

10 Governing law and dispute resolution

These Terms shall be governed by the laws of the State of Victoria, Australia without regard to conflict of laws principles. You hereby expressly agree to submit to the exclusive personal

jurisdiction of these laws and institutions for the purpose of resolving any dispute relating to these Terms.

11 Definitions

When used in this agreement with the initial letters capitalised, the following Terms have the following meanings:

“pm box application privacy policy”: means Our privacy notice at <https://decodeit.com.au/about/application-privacy> as updated from time to time.

“Us”, “We” and “Our”: means DECODE IT Pty Ltd, ABN 47 151 637 268

“You”, “Your”, “Organisation”: Refers to the registered organisation entering this contract.

“pm box, Our Software”: means the software including any updates, add-ins or mobile applications provided through, or interacting with, pmboxonline.com including any subdomains.

“AppSource”: refers to Microsoft’s online marketplace at <https://appsource.microsoft.com> for software that interoperates with Microsoft® platforms and services.

“Service(s)”: means services rendered by Us as part of service and support of pm box including pmboxonline.com, pmbox.com.au and decodeit.com.au including their subdomains.

“Account”: means any User accounts created by or on behalf of You for access and use of pm box.

“User”, “End-User”: means owners of Accounts who interact with pm box.

“Subscription”: means the period during which You have agreed to subscribe to pm box with respect to any individual User.

“Application data”: means any data necessary for current operation of pm box, stored on our filing systems and databases.

“Archived data”: means any data that is not necessary for operation of software or rendition of services, however it has been retained for the purposes of compliance with the law, research or public interest. Archived data is in pseudonymised format and does not contain or expose any personal information.

“Personal data”: means any information relating to an identified or identifiable natural person (‘data subject’);

“Data subject, Natural person”: means an individual who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Data controller”: means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data. According to Article 5 from the EU GDPR, it implies the entity that is responsible for, and able to demonstrate compliance with, the principles relating to processing of personal data.

“Data Processor”: means a natural person or legal entity, public authority, agency or other body which processes personal data on behalf of the controller.

“Third party”: means a natural person, legal entity or public authority, agency or body other than the data subject, controller, processor and persons who, under the direct authority of the controller or processor, are authorised to process personal data;

“Data processing”: means any operation performed on data by manual or automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

“System-Generated”: means data generated by Our Systems that contain primarily pseudonymised data, such as unique identifiers or codes that cannot on their own identify an individual person. System-generated data may also contain identifiable information about end users, such as a user name.

“Confidential Information”: means all information disclosed between You and Us, which could be reasonably considered confidential given its nature and context of disclosure. It excludes any information which (a) was publicly known and available prior to disclosure; (b) becomes publicly known and available from a third party without a breach of third party’s obligations of confidentiality; (c) is required by law to be disclosed by the receiving party.

“Pseudonymisation”: means processing of personal data in such a manner that the personal data can no longer be attributed to a specific data subject without the use of additional information, provided that such additional information is kept separately and is subject to technical and organisational measures to ensure that the personal data are not attributed to an identified or identifiable natural person

“Filing system, Database”: means any structured set of data which are accessible according to specific criteria, whether centralised, decentralised or dispersed on a functional or geographical basis;

“Consent”: of the data subject means any freely given, specific, informed and unambiguous indication of the data subject’s wishes through a statement or a clear affirmative action, signifies agreement to the processing of personal data;

12 Enquiries and complaints

If you have any questions or complaints, please feel free to contact us in writing at:

DECODE IT Pty Ltd
PO BOX 18420
Melbourne VIC 3001
Australia

contact@decodeit.com.au