

SOFTWARE TERMS OF USE

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General

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 - 1.1. Harbour's software as a service as described in your order form or subscription (**SaaS**); and/or
 - 1.2. Harbour's mobile or desktop applications made available from time to time (**Applications**). (together, **Software**)
2. The Applications are licensed, not sold to you by Harbour for use in accordance with these Terms.
3. Subject to these Terms and your separate agreement with Harbour or a Harbour authorised reseller, and during the period you have an active and paid-up subscription with Harbour or a Harbour authorised reseller, you:
 - 3.1. may access and use the SaaS; and
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6. Harbour may modify or update the Software at any time provided that Harbour makes available to you all improvements and additional features and functionality to the Software that Harbour makes to its standard service offering . These Terms will govern those updates unless notified otherwise by Harbour.
7. Harbour will not make any updates to the Software that will remove any material features or materially reduce the functionality of the Software.
8. Applications provided by Harbour are subject to geo-blocking relevant to the Country of use and Harbour reserves the right to not unblock countries at our sole discretion.

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9. You must ensure that you and each person you are permit to use the Software (**Authorised Users**) use the Software for lawful purposes and in accordance with these Terms.
10. Where you are issued with log-in credentials to access and use the Software, you must use reasonable endeavours to protect such credentials against misuse and notify Harbour of the need to suspend or change such credentials promptly after becoming aware of that need.
11. You must ensure that you and your Authorised Users do not post, submit or upload anything to the Software that is an unauthorised commercial communication; breaches any law; is threatening, defamatory, abusive, fraudulent or profane; or infringes or violates another person's privacy or intellectual property rights.

Content

12. Title and intellectual property rights in and to any content you upload and store in the Software (**Customer Materials**) belong to you. You acknowledge that such content may be governed by copyright or other intellectual property laws.
13. You agree to use the Software and only upload Customer Materials into the Software in compliance with all applicable laws, including local laws of the country or region in which you reside or in which you use the Software.
14. You must use all commercial endeavours, including by using the most appropriate and up to date virus detection software and intrusion detection systems in relation to Customer Materials, to detect and prevent any computer code or routine that is harmful, destructive, disabling or that assists in or enables theft, alteration, denial of service, unauthorised disclosure or destruction or corruption of data, including viruses, worms, spyware, ransomware, adware, keyloggers, trojans and any new types of programmed threats, from being installed, released or introduced into the Software.
15. You must obtain all required consents and make all required disclosures and notifications to ensure that:
 - 15.1. you can lawfully access and use the Software;
 - 15.2. you have the right to provide and make available to Harbour all personal information that you upload to the Software and make available to Harbour in connection with the Software; and
16. Harbour may lawfully process the Customer Materials (including in relation to personal information they may contain) that you make available in connection with the Software
17. Harbour provides details regarding what information is sent to Harbour and how the information may be used in the Harbour privacy policy.

Software limitations

18. The Software is not designed as a storage facility and you must ensure all your content is backed up and or stored outside the Software.
19. Harbour makes no warranty that the Software complies with any or all record keeping requirements in relation to the Customer Materials.
20. Harbour does not represent that the Software will be uninterrupted or error-free. You acknowledge and agree that the Software requires a connection with a network otherwise it will have limited or no functionality.
21. Harbour does not accept responsibility or liability for the useability of the Software with any of your devices or applications.
22. Certain functions or features of the Software may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Harbour or its suppliers, or because of other causes beyond Harbour's reasonable control.

Transfer.

23. You may not rent, lease, lend, sell, redistribute, or sublicense the Software.

Disclaimer of Warranties

24. If you are a customer who is a consumer as defined in the Australian Consumer Law, you have legal rights which may prohibit or limit the following clauses from applying to you, and to the extent they are prohibited they will not apply to you. The Software comes with statutory guarantees and other rights that cannot be excluded under consumer protection laws. Remedies are available for a breach of such guarantees or rights, including repairs or replacements and in some circumstances refunds.

25. Provided that it's fair and reasonable to do so, Harbour's liability resulting from a breach of warranty (express or implied) will be limited to the re-supply of the Software or the cost of having the Software supplied again.
26. Subject to these Terms and any separate agreement with Harbour or a Harbour authorised reseller, to the maximum extent permitted by applicable law, the Software is provided "as is" and "as available", with all faults and without warranty of any kind.

Limitation of liability.

27. To the extent not prohibited by applicable law, in no event shall Harbour be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, corruption or loss of data, failure to transmit or receive any data, business interruption or any other commercial damages or losses, arising out of or related to your use or inability to use the Software however caused, regardless of the theory of liability (contract, tort or otherwise).
28. To the extent not prohibited by applicable law, to the extent Harbour's liability cannot be excluded, but can be limited, in no event shall Harbour's total liability to you for all damages in relation to the Software (including in relation to negligence) exceed the amount of one hundred dollars (AUD\$100.00).

Governing Law.

29. This document is governed by and construed in accordance with the laws of the Victoria, Australia.