Terms of Service

Version: 9th of July 2016

1. Use of Services and Acceptance of Terms

1.1. By using the services provided through this website ("**Services**") you agree to these Terms of Service ("**Terms**"). Your use of the Services are governed by these Terms.

1.2. If you are entering into these Terms, or using the Services, on behalf of another legal entity, you represent and warrant that you have the authority to enter into these Terms on behalf such entity and your actions bind the entity to these Terms.

1.3. You may not use the Services if you are not of an age of majority or are prohibited from using the Services by law.

2. Definitions

2.1. **Content** means, without limitation, data files, software code, written text, APIs, music, sound, photos, images, videos, or other materials, which are provided by ObjectHub through, or which you have access to through, the Website or through the use of the Services, and excludes any Customer Content.

2.2. **Customer Content** means any web application that you create using the Services ("**Applications**"), any source code you write for use with the Services, any data associated with Applications, and any content provided by you for use with the Services.

2.3. **ObjectHub** is a business operated by PureLeap Pty Ltd.

2.4. **Services** means the services that ObjectHub provides to its customers and includes:

(a) The services made available through the web site 'objecthub.io' ("**Website**");
(b) Hosting of customer applications on the Company's cloud based servers;
(c) The ObjectHub cloud computing platform;
(d) The ObjectHub API and libraries;
(e) Any other service offered by ObjectHub in connection with, or related to, any of the above.

3. License

3.1. Subject to these Terms, ObjectHub grants you a revocable, non-exclusive, non-transferable, non-assignable license to use the Services in the manner permitted by these Terms.

3.2. You may not copy, modify, create a derivative work of, reverse engineer, decompile, or otherwise attempt to extract the source code of any ObjectHub Services or Content, or any part thereof, unless ObjectHub has specifically told you in writing (e.g. through an open source software license) that you may do so.

3.3. ObjectHub may choose to release components of its Services and Contents under an open source license and in such case the open source license constitutes a separate written agreement. Where the open source software licenses expressly supersede these Terms, the open source licenses govern your agreement with ObjectHub for the use of the component of the Services or Content that are released under the open source license.

4. Proprietary Rights and Responsibilities

4.1. ObjectHub retains all rights, title and interest, including all related intellectual property rights, in and to the Services and Content.

4.2. You retain all rights, title and interest in all Applications and Customer Content that you create by, or through, your use of the Services. However, by setting your objects and/or data to be viewed publicly, you agree to allow others to view your Applications and Customer Content. By setting your objects to be viewed publicly, you agree to allow others to view and fork your objects.

4.3. ObjectHub has no responsibility to you or to any third party for the Applications or Customer Content. You represent and warrant that any Customer Content shall not:

(a) breach any copyright and intellectual property laws;
(b) breach any privacy laws;
(c) be defamatory;
(d) be pornographic;
(e) contain any viruses or other malicious programming codes;

4.4. You must not upload, post, host or transmit unsolicited email, SMS, or "spam" messages.

4.5. You must not transmit any worms, or viruses or any code of a destructive nature.

4.6. ObjectHub has the right, but not the obligation, in its sole discretion to refuse or remove any Customer Content that is in breach of any of the clauses 4.3 to 4.5 or these Terms.

4.7. You represent and warrant that you will keep your own back-up of any Applications and Customer Content. You are solely responsible for the security and back-up of any Applications and Customer Content.

4.8. ObjectHub is not responsible for the loss of Content or Customer Content that is not caused by ObjectHub, or for the recovery of any such lost content. In the event of a loss of Content or Customer Content caused by ObjectHub, ObjectHub shall make all commercially reasonable efforts to recover the Lost Content within a reasonable time.

4.9. The look and feel of the Services are copyright © 2016 PureLeap Pty. Ltd. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS, Javascript, or visual design elements or concepts without express written permission from PureLeap Pty. Ltd.

5. Exclusion of Warranties

5.1. The Services and Contents are provided by ObjectHub **AS IS** and **AS AVAILABLE,** and without any warranty of any kind.

5.2. ObjectHub hereby disclaims and excludes, to the maximum extent permitted by law, all warranties (either express or implied) including, without limitation, implied warranties of fitness for a particular purpose, merchantability, non-infringement of third party rights, and satisfactory quality. ObjectHub does not represent or warrant that any of its Services or Content will: (a) meet your requirements, (b) be uninterrupted, (c) be timely, (d) be error-free.

6. Limitation of Liability

6.1. ObjectHub shall not, to the maximum extent permitted by applicable law, be liable for any loss of profits, business opportunities, business reputation, loss of use, loss of data or business interruption, or any other direct, indirect, special, consequential, incidental or exemplary damages, whether based in contract, tort or any other theory of liability. ObjectHub shall not be liable for the cost of procurement of substitute products or services.

6.2. The limitations on ObjectHub's liability to you in para 6.1 above shall apply whether or not ObjectHub has been advised of or should have been aware of the possibility of any such losses arising.

6.3. You agree to indemnify and hold harmless ObjectHub, and its officers, agents, employees and directors, from and against any claims, costs, damages, losses, judgments, and liabilities arising out of or in any way related to any of the following:

(a) Your use of the Services or Content;
(b) Any breach of the Terms;
(c) Your breach of any applicable laws, rules or regulations in connection with the Services;
(d) Your use, provision or distribution of your Customer Content or Application.

7. Termination

7.1. Either party may terminate these Terms at any time and for any reason. To cancel this agreement, you must cancel your account on the ObjectHub Services.

7.2. Your breach of these Terms will automatically terminate these Terms.

7.3. You acknowledge and agree that ObjectHub may at any time and in its sole discretion discontinue all or any part of the Services or terminate your account. ObjectHub is not required to provide you with prior notice of termination of your account or the Services. You agree that ObjectHub shall not be liable for any losses or claims arising out of such termination.

7.4. Termination of these Terms constitutes an immediate termination of any and all licenses granted to you under these Terms.

7.5. Upon termination, clauses 4.1, 5, 6, and 8 shall survive termination and continue to be effective.

7.6. You are solely responsible for exporting your Customer Content and Applications from the ObjectHub Services prior to termination of your account. In the event that ObjectHub terminates your account, ObjectHub shall provide you with a reasonable opportunity to export your Customer Content and Applications.

8. General Terms

8.1. The Terms, and all matters arising out of these Terms, shall be governed by the laws of the state of Victoria, Australia, without regard to conflict of law principles. The courts located in Victoria, Australia, shall have the exclusive jurisdiction to resolve any legal matters or disputes arising from or in connection with these Terms.

8.2. You agree that the Terms constitute the entire agreement between you and ObjectHub and supersedes any agreements between you and ObjectHub in relation to the Services.

8.3. The Terms may only be modified in writing any such modification must be agreed in writing between the parties or their authorized representatives.

8.4. If any clause of the Terms is held to be invalid, that clause shall be deemed to be amended as necessary and the remainder of the Terms shall continue in full force and effect.

8.5. ObjectHub shall not be held liable for failure or delay in performance of its obligations that arises out of causes beyond its reasonable control, including, but not limited to the following:

(a) Earthquake, tsunami, storm, fire, flooding or any other acts of God;
(b) Acts of terrorism;
(c) Power failures
(d) Actions of any governmental entity or any civil or military authority;
(e) National emergencies;
(f) Strikes or any other labour conditions;
(g) Power failures;
(h) Internet failures or failures by the service provider.

8.6. If your bandwidth usage significantly exceeds the average bandwidth usage (as determined solely by ObjectHub) of other ObjectHub customers, we reserve the right to immediately disable your account or throttle your use of our Services until you can reduce your bandwidth consumption.

8.7. If ObjectHub does not exercise any rights contained in the Terms, or does not take action for any breach of the Terms, that shall not be taken to be a waiver by ObjectHub of its rights and remedies under the Terms.

8.8. You agree that ObjectHub will notify you of any changes to these Terms by email or by posting the changes on the Website.

8.9. Questions about the Terms of Service should be sent to contact@objecthub.io.