

NMI WebTimer Service

Terms and Conditions of Use

The Service

1. The service provided is access to an internet based application for making time-interval measurements traceable to the national standard for time and a report containing such time-interval measurement (the “**Service**”) by the Commonwealth of Australia as represented by the Australian Government Department of Industry, Innovation and Science acting through the National Measurement Institute (ABN 74 599 608 295) (“**NMI**”).
2. Payment of the specified subscription fee (“**Subscription Fee**”) entitles a single legal entity (“**You**”) to subscribe to the Service for one calendar year (the “**Subscription**”), commencing upon receipt of payment of the Subscription Fee by NMI.

Use of the Service

3. Use of, or access to, the Service by You constitutes your acceptance of these terms and conditions (this “**Agreement**”).
4. NMI may, in its sole discretion, modify or replace any terms of this Agreement. It is your responsibility to review the terms of this Agreement and your continued use of, or access to, the Service following any changes to this Agreement constitutes your acceptance of those changes. NMI may also, in the future, offer new services and/or features through the Service and any such features and/or services shall be subject to the terms of this Agreement.
5. The Subscription is non-transferable.
6. The Subscription may be used simultaneously by multiple users within a single legal entity.
7. You must not disclose your Service login details to any third party.
8. The Service is made available for the calibration of your own devices only and You must not use the Service to provide a calibration service to any third party.

Service availability

9. NMI does not guarantee a minimum availability of the Service.
10. The Service will be unavailable during regular, scheduled maintenance periods as notified on its associated website.
11. The Service may be unavailable due to unscheduled urgent maintenance.

NMI is not responsible for Service non-availability due to events not within its control, such as interruption of the internet connection used by the Service.

Intellectual Property

12. The terms of this Agreement do not transfer to You any intellectual property rights in the Service, and all right, title and interest in and to such property will remain solely with NMI. Ownership of all trade marks and logos, and graphics used in connection with the Service, remains with NMI and your use of the Service grants you no right or licence to reproduce or otherwise use any such trade marks and logos, and graphics.

Termination of the Subscription and Agreement

13. NMI may terminate your Subscription and this Agreement at any time, with or without cause, with or without notice, effective immediately. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, intellectual property ownership provisions, warranty disclaimers, indemnity and limitations of liability.
14. You may terminate the Subscription with written notice to NMI, effective from the time the notice is received by NMI.
15. Any refund in respect of the Subscription Fee shall be determined by NMI in its sole discretion, and may be calculated pro rata to any unused portion of your Subscription.

Disclaimer of Warranties

16. To the maximum extent permitted by law, NMI:
 - a. disclaims all warranties of any kind, express or implied, including, without limitation:
 - i. warranties of merchantability, satisfactory quality, fitness for a particular purpose;
 - ii. warranties as to non-infringement in respect of intellectual property;and
 - b. makes no warranty that the Service will be error free or that access thereto will be continuous or uninterrupted.
17. You agree that you use the Service at your own discretion and risk.

Limitation of Liability and Indemnity

18. In no event will NMI be liable under any contract, negligence, statutory or other legal or equitable action for:
 - a. any special, incidental or consequential damages, or loss of profits, loss of revenue, loss of business, howsoever caused and whether direct or indirect;
 - b. the cost of procurement or substitute services; or
 - c. for interruption of use or loss or corruption of data,

in connection with the provision of the Service.

19. NMI shall have no liability for any failure or delay due to matters beyond its control.
20. By using the Service, You will be assuming all risks associated with the use of the Service, including risks to your computer, software or data by any virus which might be transmitted, downloaded or activated via this or an external website and/or its contents.
21. You agree to indemnify and hold harmless NMI, its officers, employees and agents from and against any and all liabilities, losses, damages, costs, claims and expenses, including lawyers' fees, arising out of your use of the Service.

Miscellaneous

22. You may not assign your rights under this Agreement.
23. The terms of this Agreement constitute the entire agreement between NMI and You concerning its subject matter.
24. If any one or more of the provisions of this Agreement are held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.
25. No delay or indulgence by a party in enforcing this Agreement will prejudice or restrict the rights of that party, nor will a waiver of those rights regarding a breach operate as a waiver of a subsequent breach.
26. This Agreement is governed by the laws of the Australian Capital Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.