

MBPCloud Terms of Use

These terms, read together with the Fee Schedule and any Services Schedule, in writing in respect to You, sets out Our offer & obligations to provide You, with access to the Services from the Start Date. Your acceptance of these terms by email or otherwise, or any request You make for provision of the Services, will give rise to a binding contract between You and Us on these terms.

We may, at Our sole discretion, modify or revise these Terms prospectively, at any time with or without notice to You, and You agree to be bound by such modifications or revisions if You choose to continue to receive the Services. We may notify You through email or via Our Hub. The terms of use are likely to change over time & it is Your obligation to ensure that You read & understand these Terms.

Unless explicitly stated otherwise, any new features We introduce or You request in the current Services shall be subject to these Terms. Continued use of the Services after any such changes shall constitute Your consent to such changes.

1. Services

- 1.1. So that We may provide the Services to You, You appoint Us Your agent to attend on Your behalf to such matters as are necessary for the purposes of providing to You the Services exclusively, for the period commencing on the Start Date and finishing on the termination of this Agreement, subject to the terms and conditions set out herein.
- 1.2. These Terms define Your and Our obligations for each of the Services. If ever common usage or practice, any other contract You have made conflict with these Terms, these Terms prevail in so far as defining Your and Our obligations to each other under this Agreement. You warrant that You have satisfied Yourself that these Terms are suitable for the purposes of meeting Your obligations to third parties whether under contract or otherwise at law.
- 1.3. Where We provide further or additional Services to You, the additional Services and the associated Fees will be deemed added to this Agreement once We have issued Our first invoice for the new Services to You.

2. Usage

According to this Agreement, We will grant You the rights to access & use Our Services depending upon the user roles defined by Your subscription. You agree that this right is non-transferable, non-exclusive, and is limited by and subjected to this Agreement. You acknowledge & agree that, subject to any applicable laws or written agreement between the Subscriber & the Invited Users, the Subscriber:

- (a) will determine the Users & what level of user role access to be provided to the relevant organisation and the Services accessible to each User;
- (b) is responsible for all Users' use of the Service;
- (c) controls each User's access rights or level of access to the relevant Service & organisation at all times and can revoke or modify an User's access, or access level, at any time and for any reason, in which case that person or entity will cease to be a User or shall have a different level of access as that has been modified, as the case may be;

3. Invoicing

- 3.1. You agree to pay Our Fees plus any indirect taxes applicable to the supply of the Services, including Goods and Services Tax, Value Added Tax, or Consumption Tax where applicable.
- 3.2. We will invoice You for Our Services, which will comprise the applicable Fees for the Services You subscribe for monthly in advance, and will be dated on the first of every month, unless otherwise agreed by Us in writing. Where the Services commence part way during a month You will be immediately invoiced for a proportion of the monthly Fees.
- 3.3. The directors, officers and proprietors in the case of a partnership or sole trader, agree to immediately notify Us if there

is any change in their financial situation that may impact Us or Our decision to vary the Payment Term;

4. Payment

- 4.1. You will continue to be liable to receive Our invoices until the termination of this Agreement in accordance with the terms of this Agreement.
- 4.2. You agree to pay all amounts as specified in any of Our invoices to You by the payment due date as specified on Our invoice, which is generally the first of each month unless otherwise specified.
- 4.3. You must pay the Fees in advance, upon presentation of Our Tax Invoice and within the Payment Term.
- 4.4. If the Payment Method is direct debit We will debit Your nominated bank account within 24 hours of the last Business Day of the Payment Term.
- 4.5. Where the last day(s) of the Payment Term falls on a weekend or a public holiday in the State or Territory in which the Services are being provided, then the term will be shortened so that the last day of the Payment Term falls on the most recent prior Business Day.
- 4.6. You agree that:
 - (a) for any amounts forwarded by You to Us by bank transfer, that We will not be liable for any local bank charges, any currency exchange rates by the banks or any time period that the bank takes to effect the deposit.
 - (b) where We receive refunds due to You, for Us to bank the refund in Our bank account, deduct Our fees, and taxes, such as GST, from the amount sent to You.
- 4.7. If Your payment of Our tax invoice is dishonoured, then You must immediately reimburse Us for any bank charges incurred and pay to Us an administration fee of \$50 plus GST.
- 4.8. If You fail to pay any amount due on Our tax invoice by the date of expiry of the Payment Term then You will be charged an additional 1% plus GST for every 14 days or part thereof of the balance owing on any of Our tax invoices including GST and this charge will be Direct Debited or such other method as We agree in writing, to Your account, at the frequency We determine.
- 4.9. You agree that moneys outstanding to Us under this agreement are to be secured by a registered charge entered into the Personal Property Security Register in accordance with the terms of the Personal Property Security Act 2009 and that a Charge registered in accordance with this clause is binding upon You even if it is not executed by You.

5. Special Pricing or Discount Offers

We may offer from time to time discounted, preferential or rebated Fees based on the number of Subscribers or users that You have added to Our Services or that have been added with Your authority or as a result of Your use of the Services, where You accept responsibility for payments of any or all Fees in relation to all of those Subscribers or users. We reserve the right to render invoices with non-discounted Fees due; or terminate or suspend Your use of the Services in respect of any or all of Your Subscribers or users if any invoices for those Fees are not paid in full by the payment due date without prejudice to any other rights that We may have under these Terms or at law.

6. Our Obligations

- 6.1. We shall be responsible for providing the Services to You in a timely and reliable manner as prescribed by these Terms.
- 6.2. We shall not be responsible for any failure to supply the Services in a timely and reliable manner that is caused wholly or in part by:
 - (a) Your failure to maintain current or compatible technologies;
 - (b) failure of telecommunications and/or network services supplied by third parties;
 - (c) slow network speeds both upload and download; or
 - (d) any other failure of service delivery by a third party.

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- 6.3. Unless document retention is expressly part of the Service except where You have not paid Our invoices in full, We shall not be responsible for retaining documents or other records in order to comply with Your obligations at law or otherwise to retain documents.

7. Your Obligations

- 7.1. You may be required to register with Us before We supply any Services to You.

- 7.2. You agree & acknowledge that Our Service and Our Hub will be used for Your own lawful purposes, in accordance with these Terms & as per any notice sent by Us or condition posted on Our Hub from time to time.

- 7.3. You may use the Service & Our Hub on behalf of others or in order to render services to others, however when You do so, it is Your responsibility to ensure that You are authorised to do so & that all persons or entities for whom or to whom services are provided comply with and accept all these terms that apply to You.

- 7.4. You agree:

- (a) That You will strictly abide by the requirements of these Terms for each of the Services We provide including the timely provision of information, documents and funds;
- (b) To provide such information, consents or disclosures and to complete such forms or applications in the Approved Format and as may be necessary for Us to perform the Services at the frequency required by Us from time to time;
- (c) That We will not be liable for any fines, penalties or interest imposed on You by reason of Your failure to pay any liability by the due date or otherwise comply with these Terms or Your other obligations under this Agreement;
- (d) That You will be responsible for supplying accurate information according to the deadlines imposed by Law;
- (e) That You will advise Us in a timely manner of any changes in information or circumstances that You become aware of, that may affect the provision of the Services by Us;
- (f) To indemnify Us and keep Us indemnified against any direct or indirect loss, damage, cost or claim arising in any way in relation to any act or omission by You, Your employees, agents or customers or suppliers in relation to the provision of the Services; or any breach by You of this Agreement.

- 7.5. Security & Access

- (a) If You suspect or if You are aware of any unauthorised use of Your passwords or any other security breach, You must immediately notify Us of such incidents and reset Your password online & You must take all other reasonable actions that We deem necessary to preserve or enhance the security of Our systems & networks and Your access to the Services.
- (b) You are responsible for any misuse of Your account, even if the inappropriate activity was committed by a client, friend, family member, guest or employee. Therefore, You must take steps to ensure that others do not gain unauthorized access to Your account. In addition, You may not use Your account to breach security of another account or attempt to gain unauthorized access to another network or server.
 - (i) Your password provides access to Your account. It is Your responsibility to keep Your password secure & confidential.
 - (ii) Sharing Your password and account access with unauthorized users is prohibited. You should take care to prevent others from using Your account since You will be held responsible for such use.

- (iii) Attempting to obtain another user's account password is strictly prohibited, and may result in termination of service.

- (iv) You must adopt adequate security measures to prevent or minimize unauthorized use of Your account.

- (v) Users who violate systems or network security may incur criminal or civil liability. We will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

- (c) As a condition of these Terms, You must when accessing & using the Services or Our Hub:

- (i) not attempt to circumvent user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for You, logging into or making use of an account You are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.

- (ii) refrain from using or misusing the Services in any way which may result in damaging the functionality of the Services or Our Hub, or other systems that are being used to deliver the Services or impair the ability of any other authorised user to use the Services or Our Hub;

- (iii) refrain from transmitting or inputting into Our Hub, any: content that may be offensive or malicious, files that may impair any other person's computing devices or software, or material or Data that is a violation of any law (including trade secrets or copyright protected Data or other material of which You are not the authorised user); and

- (iv) not to copy, republish, transmit, download, modify, frame, loan, lease, rent, sell, distribute, assign, license, reverse engineer, sublicense or create derivative works based on Our Hub or its Services or their selection and arrangement, except for normal operations or as expressly authorized herein. In addition, You agree not to use any data mining, robots, or similar data gathering and extraction methods in connection with Our Hub.

- (v) not attempt to interfere with service to any user, host or network ("denial of service attacks"). This includes, but is not limited to; "flooding" of networks, deliberate attempts to Overload a service, and attempts to "crash" a host.

- (d) When You activate the multi-currency functionality within Our Services, You confirm that You have read and accept the Google Finance terms and conditions for the use of the Google Currency Data feed service.

7.6. Reporting Violations

You agree to report any violation of these Terms to the Web Administration at admin@mbpcloud.com and provide if available, the following information:

- (a) The IP address used to commit the alleged violation
- (b) The date and time of the alleged violation, including the time zone or offset from GMT
- (c) Evidence of the alleged violation
- (d) E-mail with full header information providing all of the above, as do system log files. Other situations will require different methods of providing the above information. We may take any one or more of the following actions in response to complaints:
 - (i) Issue written or verbal warnings
 - (ii) Suspend the Member's account
 - (iii) Terminate the Member's account

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- (iv) Bill the Member for administrative costs and/or reactivation charges
- (v) Bring legal action to enjoin violations and/or to collect damages, if any, caused by violations

7.7. Indemnity

You indemnify and keep Us indemnified against any direct or indirect claims, costs, damage and loss arising in any way in relation to any act or omission by You or by breach of any of these Terms or any obligation You may have to Us, including (but not limited to) any or all costs relating to the recovery of any fees that are due but not paid by You before the payment due date.

8. Warranties & Acknowledgements

8.1. Acknowledgement

You acknowledge & guarantee that:

- (a) You have not falsely identified Yourself nor provided any false information to gain access to the Service and that Your billing information is correct and that the information that You provide to Us in connection with the Services will be current, true, accurate, supportable and complete.
- (b) the right to access and use of Services that You have acquired are solely for business purposes and that, to the maximum extent permitted by law, any relevant legislation or statutory consumer guarantees that protects non-business consumers in any jurisdiction, does not apply to the supply of the Services, Our Hub or these Terms.
- (c) You have the authority to use the Services & Our Hub and to access the information and Data that has been inputted into Our Hub by You or by any person You have authorised to use the Service. You are also authorised to access the processed information & Data that You have access to through Your use of Our Hub & the Services (whether that information and Data is Your own or that of anyone else).
- (d) We are responsible only to You & have no responsibility to any person other than You and nothing in these Terms grants, or purports to grant, a benefit or right to any person other than You. If You are using the Services or accessing Our Hub on behalf of or for the benefit of any person other than Yourself (whether a body corporate or otherwise) You agree that:
 - (i) It is Your responsibility to ensure that You have the right to do so;
 - (ii) It is Your responsibility for authorising any person who is provided with access to information or Data, and You agree that We have no obligation to provide any person access to such information or Data without Your prior authorisation and if any such situation arises, may refer any such requests for information to You to address; and
 - (iii) You will indemnify Us against any claims or loss relating to:
 - Refusal to provide any person access to Your information or Data in accordance with these Terms,
 - Provision of information or Data to any person with Your authorisation.
- (e) We do not warrant that the use of the Service will be error free or uninterrupted. You will be notified of any limitations to the Service. Among other things, the operation & availability of the systems used for accessing the Service, including computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Services. We are not liable for any such occurrences that interfere or prevent You from accessing or using the Services.

- (f) We are not Your advisor and use of the Services does not constitute the receipt of consulting services. You should contact professional practitioners for such services.
- (g) It remains Your sole responsibility to determine whether the Services meet Your needs & whether it is suited for the purposes for which You intend to use them.
- (h) It is Your sole responsibility to comply with all applicable regulations & laws. You remain responsible to determine whether the storage of & access to Your Data using Our Services & Our Hub will comply with laws applicable to You, including any laws that require You to retain records.

8.2. No Warranties

You acknowledge & agree that We make no warranty about Our Services. Without limiting the foregoing, We do not warrant that Our Services & Our Hub will meet Your expectations & requirements or that it will suit any particular purpose that You'd desired. To avoid doubt, We provide Our Services & Our Hub "as is" without warranty of any kind, either express or implied, including without limitation any implied warranties of condition, uninterrupted use, merchantability, title, fitness for a particular purpose, or non-infringement.

8.3. Reseller

- (a) We may provide Our services through resellers.
- (b) A Reseller is not in partnership with Us & any representation shall not be construed to the effect that the Reseller and Us are partners or are in partnership including but not limited to under the Partnership Act or equivalent legislation.
- (c) Reseller has no authority to, and will not, make any warranties or representation to customers on Our behalf, nor offer any warranty or modification of a warranty on Our behalf, without Our express written authorization in either case. Reseller will be fully liable & responsible for any such false or misrepresentation or warranty made by them and agree to defend and indemnify Us against any third party claims arising out of breach of this clause.
- (d) We will be liable only by the Terms of Use that is available on its website www.mbpcloud.com

8.4. This Clause 8 will survive termination of this Agreement.

9. Termination

9.1. We may immediately terminate this Agreement or suspend the provision of Services, including access to the Services or all or any Data, If You:

- (a) fail to pay any money due or any of liabilities to Us within the Payment Term
- (b) breach any of the terms of this Agreement including, without limitation, by not paying any fees due to Us & failing to remedy the breach within 14 days after Our notification to You about the breach, if the breach is capable of being remedied;
- (c) breach any of the terms of this Agreement & the breach is beyond remedy or any payment of Our fees that are more than 30 days overdue); or
- (d) You go into liquidation or have appointed a receiver or manager for any of Your assets or if You become insolvent, or You have made any arrangement with Your creditors, or You have become subject to any similar insolvency event in any jurisdiction,

9.2. We may at Our sole discretion implement any or all of the following actions subject to Clause 9.1:

- (a) Terminate this Agreement and Your use of the Services & Our Hub;
- (b) Suspend Your use of the Services & Our Hub for any definite or indefinite period of time at Our discretion;
- (c) Terminate or suspend access to all or any of Your Data.

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- (d) Implement any of the actions as mentioned in sub-clauses (a), (b) and (c) of this Clause 9.2 in relation to any or all other persons or entities whom You have authorised to access Your information or Data.
- 9.3. Termination of this Agreement shall not affect any accrued rights or remedies the parties have under this Agreement.
- 9.4. Trial Policy
The trial usage of Our Services provided to You, under the defined trial usage conditions, absolves You from any obligation to continue to use Our Services. However if You decide to continue using the Services thereafter, You will be invoiced from the day that Your trial period ends. If You decide to discontinue use of the Services, You are required to notify Us & We will provide a time frame to save Your data before You are deleted from Our Hub.
- 9.5. Prepaid Fees
You will not be refunded any Fee amounts that are remaining or unused for the respective prepaid period.
- 9.6. No-fault Termination
(a) These Terms will continue to be in effect for the period covered by the Fee that has been paid or payable by You. At the end of each billing period, these Terms will automatically renew & will continue for another period of a similar duration as that of the previous period, provided You continue to pay the applicable Fees when due, unless either party gives notice to the other party to terminate these Terms, at least 30 days before the end of the relevant payment period.
(b) If You terminate these Terms, You shall be liable to pay all relevant Fees on a pro-rata basis for each day of the then current period up to and including the day of termination of these Terms.
- 9.7. Upon termination of these Terms You will be liable for amounts including any accrued charges and fees which become due for payment before or after termination and immediately cease using Our Services & Hub.
- 9.8. Upon Your request made before or within seven (7) days after the effective date of termination, We will make available to You, a complete and secure (i.e. encrypted and appropriately authenticated) download file of Your Data in XML format, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in their native format, unless You have not paid Our invoices in full. Where We supply such information, for the next thirty (30) days from the date of termination, We will be available to answer questions about data schema, transformations, and other elements required to fully understand and utilize Your data file. After such thirty (30) day period, We and Our hosted service provider shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete in such a manner, as prevents recovery through normal/laboratory means, all Your Data in Our systems or otherwise in Our possession or under Our control.
- 10. Liability**
- 10.1. To the extent permitted by law, You agree that We will not be liable to You, or any person claiming through You, for any direct or indirect loss (including consequential loss or loss of profits), damages or costs or claims however sustained or incurred by You, Your employees, contractors or agents or any third party, arising in any way in relation to this Agreement, from reliance or any use of the Service or Our Hub or from Our performance or provision of the Services. To the extent that such a liability, may not be excluded by law, You agree that Our liability to You is limited to the extent permitted by that law.
- 10.2. If You suffer damage or loss as a result of Our failure or negligence to deliver or comply with these Terms, any claim that You may have against Us, will be limited in respect of any one

incident, or series of connected incidents, to the Access Fees that You have paid to Us in the previous twelve months.

- 10.3. If You are dissatisfied with the Service, Your sole & exclusive remedy is to discontinue using the Service & terminate this Agreement in accordance with Clause 9.

11. IT Support

- 11.1. Whilst it is Our endeavour to provide Our Services 24/7, there could be occasions where there may be a downtime with the Services or Hub for maintenance or carrying out other development activity.
- 11.2. If on any account, Our Services or Our Hub are to be interrupted for longer duration beyond that can be normally expected, We will undertake all reasonable measures to publish the details in advance of such activity on Our Hub.
- 11.3. You agree to make all reasonable efforts to investigate & diagnose any problems You encounter before contacting Us. If You still require Our help, please check the support provided online by Us on the Hub.

12. Confidentiality, Privacy & Intellectual Property

12.1. Confidentiality

- (a) We will not use or disclose any confidential information which You have provided to Us other than with Your consent or for the purposes of performing Our obligations under this agreement and except to the extent required by law, in accordance with any undertakings or Agreements We may have.
- (b) You must not use or disclose any Confidential Information including Our methods and trade secrets of which You become aware as a result of Our performance of Our obligations under this Agreement.
- (c) You acknowledge and agree that We own all material and intellectual property rights created by Us in performing or providing the Services
- (d) The obligations concerning Confidential Information and intellectual property shall continue after the expiration or termination of this Agreement.
- (e) The provisions of Clause 12.1 shall not apply to any information which:
- (i) is or becomes public knowledge other than by a breach of this clause;
 - (ii) is received from a third party who had lawfully acquired it & is not under any obligation to restrict its disclosure;
 - (iii) the receiving party is already in possession without any disclosure restriction prior to the date of receipt from the disclosing party; or
 - (iv) is independently developed without access to the Confidential Information.

12.2. Privacy

You should read Our privacy policy that sets out the parties' obligations in respect of personal information policy at www.mbpcloud.com/PrivacyPolicy.aspx and You will be taken to have accepted that policy when You accept this Agreement.

12.3. Intellectual Property

- (a) Title to, and all Intellectual Property Rights in, the Data inputted by You remain Your property. Your access to the Data is contingent on full payment of all Our fees when due. You grant Us a licence to copy, use, transmit, store & back-up all Your information and Data to facilitate Your access and use of the Services and for any other purpose related to provision of Our Services to You.
- (b) You use Our Hub at Your own risk. We are not responsible for files and/or data residing on Your account. You agree to take full responsibility for files & data transferred and to maintain copies of all files & Data inputted into the Service. At all times We adhere to best practice policies & procedures to prevent data loss, including a daily system data back-up regime, but do not make any warranties that there will be no Data loss. This

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Agreement expressly exclude liability for any Data loss irrespective of the nature of loss or the cause for same.

- (c) When You use a third-party application in conjunction with Our Services, You acknowledge & agree for Us to transfer Your data to the third-party applications to facilitate their integration. You agree that We are not liable for any data or files that might be disclosed, modified or deleted when accessed by the third party application provider.

13. General Provisions

- 13.1. This Agreement, includes any attached or linked or referred schedule, and constitutes the entire Agreement between the parties and supersedes and replaces any prior understanding. In entering into this Agreement both parties acknowledge that they have not relied on any representations, warranties, terms, conditions or obligations real or written, express or implied other than those contained in this Agreement.
- 13.2. This Agreement may only be varied by agreement of the parties in writing including writing by electronic communication.
- 13.3. No waiver by either of the party of any breach or default by the other Party shall constitute a waiver of any succeeding breach or other default or breach by such other Party. No waiver shall have any effect unless it is irrevocable, specific and in writing.
- 13.4. You indemnify Us for any delays or failures, caused outside Our reasonable control, in performing Our obligations under this Agreement. This clause does not apply to any obligation to pay money.
- 13.5. You acknowledge and agree that We may treat all electronic communications, (e.g., email) received by Us from You or Your email address as sent or authorised by You; including to the extent that any such communication may affect the parties' respective obligations under this Agreement.
- 13.6. Both parties agree that all communications including any document created and/or required by law to be given in writing may be provided in electronic form.
- 13.7. All powers, rights or provisions under this Agreement are valid, whether exercised or not and the exercise of any power, right or provision does not, exclude the exercise of any other power, right or provision. If a provision of the Agreement is found to be invalid or unenforceable, it shall be deemed deleted without affecting the balance of this Agreement.
- 13.8. Where there is a conflict in specific terms and conditions between any attached or linked or referred schedule, and the balance of the Agreement, these Terms shall take precedence followed by any other referred Schedule and shall apply to resolve any such conflict.
- 13.9. Except as otherwise provided in this Agreement, You may not assign, sub-contract, transfer or deal in any way with, any of Your rights or obligations under this Agreement to any other person without Our prior written consent.
- 13.10. This Agreement is not intended to benefit or be enforceable by any third party. The rights of those who are party to this Agreement to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.
- 13.11. If a dispute arises in relation to this Agreement, the parties agree to give one another notice in writing of their respective positions and undertake to negotiate in good faith to resolve the dispute.
- 13.12. A right, power or remedy in Our favour may only be waived in writing by Us. Failure or delay by Us in exercising a right, power or remedy does not prevent its subsequent exercise or constitute waiver of that right, power or remedy.
- 13.13. This Agreement is to be covered by the laws in force in the Province, State or country of incorporation or registration of Us and the parties must submit to the exclusive jurisdiction of the courts in that place. Severability

- 13.14. If during the term of the Agreement You require Us to supply other and/or additional Services, the parties agree that this Agreement may be varied so that You agree to pay Us the additional fees for those Services as per Our current Fee Schedule, and the Terms for those services, both of which may be amended by Us in Our absolute discretion from time to time, or by the completion of an additional Services Schedule, which shall be agreed in writing by the parties, in which case You and We will be bound by the terms and conditions of this Agreement in relation to the additional Services Schedule for the supply of the other and/or additional Services.

14. Definitions

Agreement means these Terms of Use, the Services Schedule, the Fee Schedule and Service Procedures and any document incorporated by reference herein.

Approved Format means the format, frequency and method of transmission of forms or information as determined by Us from time to time.

Business Day means a day on which trading banks are open for business in the Province, State, Territory or country, where the Services are provided or performed.

Confidential Information means all confidential, non-public or proprietary information regardless of how the information is stored or delivered, exchanged between the parties before, on or after the date of this Agreement relating to the business, technology or other affairs of the Provider of the Confidential Information.

Data means any data inputted by You or with Your authority into Our Services.

Fees means as per Our Fee Schedule.

Fee Schedule means those Fees listed on Our Hub.

Hub means the internet site at the domain www.MBPCloud.com or any other site operated by Us.

Intellectual Property Right means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.

Invited User means any person or entity authorised by the Subscriber, to use Our Services from time to time.

MBPCloud means 1300bpo LP and all their current & future global subsidiaries.

Payment Method means the method by which You will pay for the Services. It will be by electronic funds transfer, unless You have authorised a direct debit.

Payment Term means the term for payment by You from the date of Our invoices, which will be immediate unless otherwise agreed by Us in writing. Where the last day(s) of the Payment Term falls on a weekend or a public holiday in the Province, State, Territory or country, in which the Services are being provided then the term will be shortened so that the last day of the Payment Term falls on the most recent prior Business Day.

Reseller means a entity or individual who wishes to purchase Services from MBPCloud for the purposes of resale to customers.

Service(s) means the online applications and management services made available, as may be changed or updated by Us, from time to time by Us.

Services Schedule means the document(s) of that name which has been provided to You by Us with or for incorporation into this Agreement.

Start Date commences on the day You add Your first entity or individual to Your MBPCloud account or You commence using Our Services, whichever occurs first.

Subscriber means any person or entity that registers to use and pay for Our Services.

We/Us/Our means MBPCloud.

You/Your means the Subscriber and any Invited Users.