

Terms of service

These terms and conditions ("Terms of Service") govern your use of the FindMI software application ("Service") and any other services of Central Data Networks Pty. Ltd. (the company behind FindMI).

Please review our [Privacy Policy](#) for information about how we process your personal data.

Company information

Central Data Networks Pty. Ltd.

Australia

ABN 33 065 604 622

hello@findmi.com.au

Communications

You acknowledge and agree that Central Data Networks Pty. Ltd. may at times send you communications regarding your account or the Service via email. If you have requested it, we may also send you communications about upgrades to the Service or other products and services that may be of interest to you. You can contact us at any time to let us know that you no longer want to receive these emails from us.

Accounts and passwords

You must be a registered user to access the Service. You must provide accurate, up-to-date and complete information when you register. You are solely responsible for keeping your password secure. You will be solely responsible and liable for any activity that occurs under your user name.

You must use all reasonable endeavours to prevent any unauthorized access to, or use of, the Service and you must notify Central Data Networks Pty. Ltd. immediately in the event of any unauthorized access or use.

Acceptable use/conduct

You are solely responsible for your conduct and your data related to the Service. You warrant that you have all rights, licenses, authorizations and consents required to use the Service, including without limitation in respect of your data. You agree to indemnify, defend, and hold harmless Central Data Networks Pty. Ltd., its directors, officers, agents and suppliers from any and all loss, cost, liability, and expense arising from or related to your data or use by you or your employees, contractors or agents of the Service or violation of these Terms of Service.

The Service, including any software that forms part of the Service, is made available to you, your company, and/or your staff only for your personal use or internal business purposes, and such use must comply with all applicable laws, rules and regulations, including without limitation privacy laws, and must not infringe or violate third party rights.

The particular Service you purchase may limit the number of users who may use the Service to your subscribed business. You must not allow any additional users to use the Service. Central Data Networks Pty. Ltd. has the right to audit your use of the Service, at its own cost and upon giving you reasonable notice, to determine whether your use is in accordance with these Terms of Service and any other terms that apply to the Service. If an audit reveals that you have exceeded the scope of use permitted, Central Data Networks Pty. Ltd. may require you to immediately pay an additional service fee for such use.

Any unauthorized use of the Service is a violation of these Terms of Service and may breach Commonwealth, State or Territory laws. Such violations may subject you or your staff to civil and criminal penalties.

Central Data Networks Pty. Ltd. will endeavour to make the Service available 24 hours a day, seven days a week. However, you acknowledge and agree that the Service may occasionally be unavailable during periods of planned or unscheduled maintenance and, at times, unexpected outages. Central Data Networks Pty. Ltd. may perform unscheduled maintenance at any time, but will only do so if deemed necessary.

Fees

A Tax invoice for payment will be issued upon joining FindMI. The term of payment are 7 days.

Where a valid credit card are available for payments. A credit card is not required to start a free trial, and you will only need to supply this if you wish to continue with a paid subscription account.

Credit card security is implemented using https (256-bit encryption) on all transactions. Credit card details are not stored within the FindMI application. Your credit card details are stored at a trusted and secure payment gateway used by FindMI for payment processing.

When upgrading or downgrading your plan, you will be pro-rata credited for the remainder of your current plan. You will then be charged **at the rate of the new plan until your billing date**. You will have the changed plan limits applied immediately. If this adjustment causes your account to be credited, this will be applied to your subscription and used for future payments. We do not provide refunds for these amounts.

All fees stated are exclusive of taxes, levies or duties imposed by the tax authorities. If your company is liable to pay GST, you will be responsible for paying GST on top of the subscription fees.

Downgrading or canceling your account may cause the loss of access, content or features of the Service. Central Data Networks Pty. Ltd. does not accept any liability for such loss.

All monthly subscription fees must be paid monthly in advance.

All fees related to the Service, including but not limited to the monthly subscription plan fees, are subject to change upon 30 days' notice from us. Such notice may be provided at any time by updates to the FindMI website (www.FindMI.com.au), notices within the Service itself, or by email correspondence.

If you have any questions about charges made to your account, please contact us immediately. If there are charges made in error, we will credit your account or credit card account for the appropriate amount.

Cancellation and termination

You are solely responsible for the cancellation of your account. Please Email or phone requests to cancel your account if required.

All of your content and data will be deleted 90 days after cancellation or termination of your account. This information will not be able to be recovered. We recommend you use the export functionality of the Service prior to cancellation to retain any information you may require.

Failure to pay your subscription fees will result in your account being suspended. Accounts are suspended for a maximum of 90 days before the account may be terminated by us. We are not responsible for any loss you suffer as a result of such suspension or termination. A suspended account can be reactivated by supplying valid payment credentials and resuming your subscription.

If you cancel your account before the end of your currently paid month, the Service will end immediately and you will not be charged again. You will not be entitled to a refund.

Central Data Networks Pty. Ltd. in its sole discretion has the right to suspend or terminate your account and refuse any and all current or future use of the Service, for any reason, at any such time. Such termination can result in the deactivation or deletion of your account. Central Data Networks Pty. Ltd. reserves the right to refuse service to anyone for any reason at any time.

You may have statutory rights

Certain legislation, including the Competition and Consumer Act 2010 (Cth) may impose consumer guarantees or implied rights which cannot be excluded, restricted or modified except to a limited extent ("Statutory Rights"). These Terms of Service must be read subject to your Statutory Rights. If Statutory Rights apply, to the extent to which Central Data Networks Pty. Ltd. is able to do so, its liability under those provisions will be limited, at its option, in the case of services to (a) the supplying of the services again or (b) the payment of the cost of having the services supplied again and, in the case of goods to (a) the replacement of the goods or the supply of equivalent goods; (b) the repair of the goods; (c) the payment of the cost of replacing the goods or of acquiring equivalent goods; or (d) the payment of the cost of having the goods repaired.

No warranties or representations

Without limiting your Statutory Rights:

You understand and agree that the Service is provided "as is" and, to the extent permitted by law, Central Data Networks Pty. Ltd. and its suppliers expressly disclaim all warranties or representations of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose, non-infringement or bailment of your data on Central Data Networks Pty. Ltd.'s servers. Central Data Networks Pty. Ltd. and its suppliers make no warranty or representation that your use of the Service will be uninterrupted or error-free or regarding the results that may be obtained from the use of the Service, the security of the Service, or that the Service will meet your requirements.

Central Data Networks Pty. Ltd. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

Limitation of Liability without limiting your Statutory Rights:

Use of the Service is at your sole risk. You will be solely responsible for any damage to you resulting from the use of the Service. The entire risk arising out of use, security or performance of the Service remains with you.

In no event shall Central Data Networks Pty. Ltd. be liable for any indirect, special, incidental, consequential or punitive damages, loss of use, loss of profits, revenue, interest or business or loss or corruption of data, whether in an action in contract, tort (including but not limited to negligence),

equity or otherwise in connection with the Service or any other service provided by Central Data Networks Pty. Ltd.

Intellectual property and data

Central Data Networks Pty. Ltd. claims no intellectual property rights over the data or other material you provide to the Service. You acknowledge that Central Data Networks Pty. Ltd. owns all right, title and interest in and to the Service, including without limitation all intellectual property rights, and such rights are protected by Australian and international intellectual property laws. Except to the extent that applicable laws prevent us from restraining you from doing so, you agree that you will not copy, reproduce, alter, modify, or create derivative works from the Service.

General

You may not assign your rights in respect of the Service to any other person.

Central Data Networks Pty. Ltd. will not be liable for any delay or failure to perform any of its obligations in respect of the Service if such delay or failure is due to an event which is beyond its control.

If a provision of these Terms of Service is invalid or unenforceable, it is to be read down or severed to the extent of the invalidity or unenforceability and that fact does not affect the validity or enforceability of the remaining provisions.

Central Data Networks Pty. Ltd. may modify the Service, or any other services, at any time, for any reason, and without notice. We also may modify these Terms of Service at any time but, if we do so, we will notify you of the modified Terms of Service and give you a reasonable period of time to notify us that you do not agree to the modified Terms of Service and cease using the service.

This Agreement is governed by the laws of the state of Victoria, Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

Questions

If you have any questions about these Terms of Service, please contact us at hello@findmi.com.au