

Subscriber Agreement

1. General

Thank you for choosing Nimbox! By subscribing to our services or by using our client software and websites (collectively, the “Services”) you are entering into an agreement (the “Agreement”) with Nimbox Ltd. (“Nimbox”). This Agreement should be read alongside our Privacy Statement and Acceptable Use Policy. If you are representing an organisation and are using our Services, you are entering into this Agreement on behalf of that organisation, and thus confirm that you have the authority to bind that organisation to this Agreement.

Nimbox strives to be transparent about its Services and we want you to understand what is included in the Agreement and therefore what we promise you. The plans, pricing and subscription terms that you have chosen are incorporated into this Agreement. If you need to speak to us about this Agreement, or want to make a suggestion for how we can make it more accessible, please email hello@nimbox.co.uk.

This Agreement becomes effective on the occasion that you first use the Services (i.e. by registering for a trial subscription). If you subsequently subscribe to the Services, this Agreement shall cover the entire term of your subscription.

2. Our Services

Nimbox provides a range of security-focused Services, including but not limited to 1) Nimbox Vault, an encrypted file sharing, collaboration, backup, and online storage service; 2) Nimbox Vault Enterprise, an enhanced version of Nimbox Vault, with additional features; and 3) associated professional services. Nimbox may introduce other Services from time to time. Detailed commercial and technical information about our Services is provided on our website, www.nimbox.co.uk.

To deliver the Services and provide a rich user experience, Nimbox allows subscribers to download and use client software and applications (the “Software”). On occasion, this Software may update automatically. You agree to not reverse engineer, recompile or alter the Software in any way and further agree to not assist others to do so.

3. Your Subscription

Your right to use the Services and Software shall only commence or continue if you have paid the applicable subscription fees (the “Fees”). The Fees are non-refundable, except as detailed later in this Agreement.

Nimbox provides two subscription plans (the “Plan”). These are 1) a standard plan, paid monthly in advance; and, 2) an invoiced plan, with a minimum term of one calendar year, paid monthly in advance over the term of the Plan. If you subscribe to a ‘standard plan,’ all Fees must be paid by Direct Debit. All Fees must be paid in advance of the Plan start date and the date on which you subscribed shall become your monthly billing date. Both the standard and yearly Plan will renew automatically unless you choose to terminate this Agreement.

After you pay the applicable Fees we agree to provide access to the Services and Software to which you subscribed. By entering into this Agreement you acknowledge that you have a limited, non-exclusive and non-transferable right to use the Services and to download and use the Software.

If you are subscribing to a Service that includes an email address or other identifier you shall have no ownership rights to that email address or identifier that is provisioned by Nimbox and you agree that we reserve the right to change your email address or other identifier at any time without giving prior notice to you.

4. Your Things

After subscribing to our services you may provide us with content such as your files, email messages and contact lists (“Your Things”). Nimbox exists to protect Your Things and so nothing in this Agreement grants us any rights to Your Things.

Some of our Services require our system to access certain pieces of data, such as the ‘Web Preview’ feature in Nimbox Vault. These processes are automatic and happen inside your individually encrypted portion of our system and you give us permission to do this.

5. Our Things

All of our Services and Software are protected by copyright, trademark and other English and foreign laws. Nothing in this Agreement grants you any right, title or interest in the Services, Software, website content, logo, brand features or any other trademarks of Nimbox.

6. Support

After subscribing to a Plan and paying the applicable Fees, you have the right to access support for the Services included in your Plan. Further details on how to contact our support team can be found on our website.

7. Termination by You

You may terminate your Plan within seven working days, beginning the day after that on which you subscribed by giving us written notice within those seven working days. Your effective date of termination will be the day after we receive this written notice.

If you do not terminate your Plan within these seven working days, the following conditions shall apply:

If you purchased a standard Plan you may terminate this Agreement at any time by giving us ten days of written notice. For Plans that are paid monthly in advance, the effective date of termination will then be ten days after we receive this written notice or at the end of that pre-paid month, whichever is sooner. If you terminate your Plan before its expiration date, Nimbox will refund you the pro-rata portion of any Fees that relate to the period following the effective date of termination of the Services.

If you purchased an invoiced Plan you are agreeing to a minimum subscription period of one calendar year. You may give us written notice of your intent to terminate the Plan at any time during the subscription period. If you provide us with a termination notice before the final ninety days of your subscription period the effective date of termination will be the day after your annual renewal date. If you provide us with a termination notice within the final ninety days of your Plan, your Plan will automatically renew for another calendar year.

8. Termination by Us

Nimbox reserves the right to terminate this Agreement and revoke access to the Services without providing notice to you if 1) you use the Services in violation of this Agreement or our Acceptable Use Policy; 2) engage in any behaviour that could be deemed unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, or ethically offensive; or, 3) fail to pay the Fees applicable to your Plan.

9. Your Limited Warranty

Nimbox warrants that the Services will perform as described on our website or other written material provided by us. The only obligation Nimbox has under this warranty is to use all reasonable efforts to fix any issues that you encounter with the Services. If the Services included in your Plan fail to perform as described you may terminate this Agreement and receive a refund of any Fees already paid for the remaining subscription period. This right to terminate and receive a refund of Fees paid is your only remedy should the Services fail to perform as described.

As the Services require a connection to a data network in order to function correctly, the Services may not perform as described if there is a failure or other issue with that data network.

The Services are provided 'as is' and Nimbox makes no other warranty, expressed or implied, with respect to the Services, and to the extent permitted by law disclaims all other warranties whether expressed or implied. You agree that Nimbox will have no liability to you or any third party in connection with the Services and that claims against Nimbox are limited to the Fees actually paid under this Agreement. You further agree that Nimbox is not liable to you or any third party for any other damages of any kind.

10. Changes to this Agreement

Nimbox may change this Agreement at any time by publishing a new written agreement at <https://www.nimbox.co.uk/subscriber-agreement/> and the changes will become effective when published. You understand that by using the Services after the date on which changes are published, you are agreeing to these changes.

11. Disputes

By entering into this Agreement we both accept that we will use reasonable efforts to resolve any dispute arising out of or in connection with this Agreement. If we cannot amicably resolve a dispute by ourselves, we both agree to start an impartial arbitration process. This arbitration shall be held in Leeds (West Yorkshire, England), or another place that we all agree to. Within twenty days of the arbitration process starting, each party to this Agreement shall select one person to act as arbitrator, and the two arbitrators shall then select a third arbitrator within 15 days of their appointment. Each party to this Agreement shall bear its own legal costs, expenses and any administration fees. Should the arbitration process fail to resolve the dispute, either party may raise the dispute in the courts of England.

12. Other Agreements, and headings in this Agreement

This Agreement forms the entire agreement between you and Nimbox, and there are no other written agreements between us. You cannot assign this Agreement without our prior express written consent.

Any clause or paragraph headings contained in this Agreement are there to help you and shall have no bearing on the interpretation of this Agreement.

13. Contacting Us

If you need to speak to us about this Agreement you can email hello@nimbox.co.uk or telephone +44 (0)3454 757574. If you need to give us written notice regarding this Agreement, you can email it to hello@nimbox.co.uk or send it by postal mail to Nimbox Ltd., The Waterscape, Leeds, LS5 3EG, United Kingdom for the attention of 'Customer Services'.

14. Governing Law

Although we have customers located across the world, Nimbox is a Company registered in England and as such this Agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England. By entering into this Agreement the parties accept that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement. If any part of this Agreement is deemed to be void or unenforceable by the courts of England, the rest of this Agreement will remain in effect.

If your first language is not English, you are expressly requesting that this Agreement is to be drawn up in the English language.

Agreement Version: 1.2 | Last Updated: 30 March 2016