

JDM Technology Group AU Region Website Terms of Use

Overview

We are JDM Systems Technologies Pty Ltd (ABN 77 149 871 689) and our related bodies corporate and subsidiaries (**JDM Technology Group AU Region, Group, we, us, or our**).

Last updated: **June 2026**

About these Terms of Use

These Terms of Use (Terms) govern your access to, and use of, any website operated by or on behalf of the Group including (but not limited to): (i) <https://www.buildlogic.com.au/>; (ii) <https://cavsoft.com/>; (iii) <https://www.costcon.co.nz/>; (iv) <https://cssp.biz/>; (v) <https://www.emac.com.au/>; (vi) <https://www.levesys.com/>; (vii) <https://www.nimbus.co.nz/>; (viii) <https://www.powercad.com.au/>; and (ix) <https://spearhead.com.au/>, as each may be amended or updated from time to time, (each, a Site).

By accessing or using any Site, you agree to be bound by these Terms. If you do not agree, you must not access or use any Site.

These Terms sit alongside our Standard SaaS Terms [here](#) and Group Privacy Policy [here](#) and any other terms and conditions that apply where we provide our products and services to you.

We operate multiple Sites across Australia and New Zealand. These Terms apply to all such Sites unless a specific Site displays its own separate terms of use, in which case those terms prevail to the extent of any inconsistency or conflict.

We may amend these Terms at any time by posting an updated version on the relevant Site. The "Last updated" date above indicates when these Terms were most recently revised. Your continued use of a Site after any amendment constitutes acceptance of the revised Terms.

Your Acceptance

These Terms apply to your access and use of a Site, including using the services and functionality made available through a Site, viewing any information, comment, content, communication, advice, text, or other material provided by us, including articles, opinions and commentary (Materials), communicating with us, including by requesting a product demonstration and reviewing product information.

You agree to be bound by these Terms by:

- (a) using, browsing or accessing any part of a Site;
- (b) communicating with us through a Site;
- (c) where applicable, signing up as a member or client through a Site; or
- (d) booking or requesting a demonstration through a Site.

Use of a Site

Limited licence to use

We grant you a limited, personal, revocable, non-exclusive, non-sublicensable and non-transferable licence to use a Site and to use the intellectual property of JDM

Technology Group AU Region for the sole purpose of accessing a Site, in accordance with the intellectual property rights set out in clause 0.

Prohibited use

Any use, including the reproduction, modification, distribution, transmission, re-publication, display or performance of the content on a Site is strictly prohibited.

You must not use or access any Site to:

- (a) engage in any unlawful activity or for any unlawful purpose;
- (b) engage in any commercial activity including marketing, advertising or commercial promotion of goods or services;
- (c) impersonate or falsely claim to represent a person or organisation;
- (d) use, reproduce, distribute, transmit, modify, otherwise exploit or copy the layout of any Site or any computer software and source code contained in any Site;
- (e) interfere with, disrupt or threaten to interfere with or disrupt any Site (or any security features), including by transmitting any viruses, spyware, malware or any other code of a destructive or disruptive nature;
- (f) engage in data scraping, data mining, crawling, or the use of any automated means to access or collect content from any Site without our prior written consent;
- (g) interfere with, disrupt, or impose an unreasonable load on the infrastructure of any Site;
- (h) restrict, or attempt to restrict, another user from using or enjoying any Site;
- (i) resell, redistribute, store, or retransmit any Materials via any media;
- (j) do any of the things prohibited by clause 0 in relation to content (including feedback, comments or other material) you add or post onto a Site (User Content); or
- (k) encourage or facilitate violations of the Terms.

Unauthorised use of any Site may give rise to suspension or termination of your access to a Site in our sole discretion.

Removal of content

We also reserve the right in our sole reasonable discretion to block, modify or remove any content (including any Materials or User Content) contained on any Site without notice, and to the extent permitted by law, will not be liable in any way for possible consequences of such actions.

Termination of your use of a Site

We may at any time suspend, terminate or restrict your access to a Site or any feature of a Site where we reasonably suspect a breach of these Terms. We will aim to notify you next time you access any Site (or if you are an existing client or member, by using the email address you have provided to us).

You may terminate these Terms at any time by ceasing to use a Site.

Any indemnities given by you and any limitations of our liability in these Terms survive such termination, as well as any other provisions that would reasonably be expected to.

Materials

The Materials are subject to the licence in clause 0.

Whilst we take reasonable steps to check and verify all information presented in the Materials, they are provided to you on an 'as is' and 'as available' basis. We give no warranty, guarantee or representation about the accuracy, reliability or timeliness or otherwise of the Materials.

We are not responsible if the Materials are not accurate, complete or current. The Materials are provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or timelier sources of information, or without seeking professional advice.

Any reliance on the Materials is at your own risk.

User Content

Where a Site permits you to submit, upload, or post User Content, you:

- (a) grant us a non-exclusive, royalty-free, perpetual, irrevocable, worldwide licence to use, reproduce, modify, adapt, publish, translate, distribute, display, and sublicense such User Content in connection with our business operations and the operation of any Site;
- (b) warrant that you own or have all necessary rights to grant the licence in paragraph (a) and that the User Content does not infringe the intellectual property or other rights of any third party; and
- (c) acknowledge that we are not obliged to monitor, review, or publish any User Content and may remove or edit User Content at our discretion.

General

You consent to any act or omission which would otherwise constitute an infringement of your moral rights. If a third party has moral rights in your User Content, you must ensure the third party consents in the same manner.

We will not be responsible for verifying the accuracy or otherwise of the User Content.

We are not responsible or liable for the conduct of any user, customer or member.

Security of content

We will take all reasonable steps to implement, maintain and enforce adequate security procedures and safeguards to protect the security, confidentiality and integrity of the User Content from unauthorised access or use by a third party or misuse, damage or destruction by any person.

However, given the nature of the internet, we do not guarantee and cannot ensure the security of User Content and to the maximum extent permitted by law expressly exclude liability for any such loss, however caused.

We recommend you take proactive means to protect your computer system from potential hazards by installing firewalls, anti-virus software and other security applications.

Prohibited content

You must not create or generate any User Content:

- (a) unless you hold all necessary rights, licences and consents to do so;

- (b) that would cause you or us to breach any applicable law, regulation, rule, code or other legal obligation;
- (c) that we consider inappropriate, defamatory, offensive, abusive, indecent, illegal or disparaging;
- (d) that would bring us into disrepute; or
- (e) that infringes the rights, including privacy and intellectual property rights, of any third party.

Third Party Links & Content

A Site may contain links to third party websites or display content provided, owned and operated by third parties (Third Party Links). Inclusion of Third Party Links on a Site is provided for convenience only and is not an endorsement or acceptance of responsibility for any Third Party Links, or any good or services provided by or related to Third Party Links.

We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any Third Party Links, or for any other materials, goods, or services of third parties.

We are not liable for any harm or damages arising out of or related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any Third Party Links.

If you choose to access the Third Party Links, you do so at your own risk and you should carefully review the terms and conditions and privacy policies associated with those sites before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party goods or services should be directed to the third party.

Intellectual Property Rights

In this clause 0, "Intellectual Property Rights" means all intellectual property rights in any jurisdiction including current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trade marks, trade secrets, know-how, confidential information, patents, invention and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

We or our licensors reserve all Intellectual Property Rights in respect of any Site and the Materials (Group IP). Reproduction of any Site, in whole or in part, including the copying of text, graphics or designs without our prior consent is strictly prohibited.

Nothing in these Terms constitutes a transfer of any Intellectual Property Rights and you acknowledge that that other than the express licence granted to use a Site in clause 0, you obtain no other rights in respect of the Group IP.

Access and communication

We do not guarantee that any Site will be available at all times or free from interruption, delay, or error, or that you will have continuous access to a Site.

We may suspend, restrict, or discontinue access to any Site (or any part of it) at any time without notice for any reason, including for maintenance, security, or operational purposes.

We do not guarantee the security and delivery of communications over the internet, including where such communications rely on third-party service providers. Electronic communication (including electronic mail) is vulnerable and are by their nature not error-free, and we do not guarantee the delivery or security of such communications, including over any Site.

Disclaimers and Limitation of Liability

To the maximum extent permitted by law, each Site and all Content are provided on an "as is" and "as available" basis without any representation or warranty of any kind, and we expressly exclude (without limitation):

- (a) all warranties, whether express or implied, including any warranties or representations concerning the availability of a Site, quality, completeness, accuracy, suitability, acceptability, title or non-infringement, or fitness for purpose;
- (b) any liability (whether in contract, tort including negligence, statute, equity, or otherwise) for any loss, damage, personal injury, illness, death, claim, cost or expense, or related losses, whether direct, special, indirect or consequential, including damages for loss or corruption of data or information, loss of or claims for, revenue, profits, actual or potential business opportunities or anticipated savings or profit, in each case arising out of or in connection with your use or access to (or in ability to use) any Site, the Materials, any User Content, Third Party Links to or from a Site and any products or services advertised via a Site; and
- (c) any warranty or representation that the Content is accurate, complete, reliable, current, or error-free, or that any Site or its servers are free from viruses or other harmful components.

Any information on a Site is general in nature and does not constitute professional, legal, financial, or technical advice. You should seek independent professional advice before acting on any information contained on a Site.

Your reliance on any Content, Materials, Third Party Links or otherwise on any Site is entirely at your own risk.

Nothing in this clause 0, or in these Terms, limits, excludes, restricts or modifies any or remedy right that cannot be limited, excluded, restricted or modified by law, including rights and remedies you may have under the Australian Consumer Law, the Consumer Guarantees Act 1993 (NZ) or the Fair Trading Act 1986 (NZ) (each as applicable). In such cases, our liability is limited, at our option, to re-supplying the relevant services or paying the cost of having the relevant services re-supplied. Notwithstanding any other provision, to the maximum extent permitted by law, in no event will our total aggregate liability to you for all claims and/or liabilities arising out of or in connection with your use of any Site Materials, any User Content, Third Party Links to or from a Site and any products or services advertised via a Site, exceed AUD \$100.

Indemnity

You agree to indemnify JDM Technology Group AU Region and its officers, directors, employees, agents, and contractors against all losses, damages, liabilities, claims and expenses (including reasonable legal costs and expenses) arising out of or in connection with: (i) your use and access of any Site or any Materials; (ii) your breach of these Terms; (iii) your breach of any applicable laws or the rights of any third party; and (iv) any User Content you submit, upload or post on any Site.

Waiver

Any failure of us to exercise our rights or enforce a provision under these Terms does not operate as a waiver of such rights or provision.

Severability

If any provision of the Terms is judged unenforceable or invalid in a jurisdiction, it is severed in that jurisdiction, but the severance of a provision will not affect the enforceability or validity of the remaining provisions.

Jurisdiction and Governing Law

The Terms are governed by and will be construed in accordance with:

- (a) for users accessing a Site from Australia, the laws of Queensland, Western Australia, South Australia or Victoria, Australia (as applicable to that Site); and
- (b) for users accessing a Site from New Zealand — the laws of New Zealand,
- (c) and in each case the parties submit to the non-exclusive jurisdiction of the courts of that jurisdiction.

Contact Us

If you wish to contact us or have a complaint regarding your use or access to any Site, Materials, Third Party Links or User Content (as the case may be), please contact us at +64 3 548 9893 or info@nimbus.co.nz.