

Naviate Nebula Beta Trial – Terms and conditions

The Naviate Nebula Beta Trial Terms and Conditions applies in addition to Symetri General Terms and Conditions available on the Symetri webpage - [Symetri General Terms & Conditions](#)

Beta Trial Terms and Conditions

These Beta Trial Terms and Conditions ("Terms") govern your participation in the beta trial of Naviate Nebula ("Beta Trial"). By accessing or using the Beta Trial, you agree to be bound by these Terms. If you do not agree to these Terms, do not access or use the Beta Trial.

1. Beta Trial Overview

The Beta Trial provides access to the user ("Customer") to a cloud-based data transfer application developed by Symetri ("Company") for evaluation purposes. Participants in the Beta Trial will have the opportunity to evaluate the features and functionality of the application before its official release.

2. Data Transfer Limit

During the Beta Trial, participants are granted a limited amount of data transfer capacity ("Data Limit"). This limit ensures fair usage and system stability during the testing phase. The Data Limit will be 25 Gb for the beta trial duration or as otherwise specified in your acceptance notification email. Extensions to this limit may be agreed by negotiation if required for your test use case.

3. User Responsibilities

Since there is no technical limitation on the amount of data that can be transferred, it is possible to exceed the allowed and specified limit. The Customer must therefore ensure that the Data Limit is not exceeded.

4. Use of Data Transfer Capacity

Participants are permitted to transfer data within the specified Data Limit during the Beta Trial period. Exceeding the Data Limit may result in additional fees as outlined in Section 5.

5. Excess Data Transfer Fees

In the event that a participant exceeds the Data Limit during the Beta Trial period, the Company reserves the right to charge excess data transfer fees ("Excess Fees"). The fee will be calculated at

a rate per GB that exceeds the limit. Details of how this fee will be billed and collected will be communicated to you through your registered email address.

6. Restrictions on use

The Customer shall not use the Software for any purposes beyond the scope of the access granted in this Agreement. The Customer shall not at any time, directly or indirectly

1. License, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Software in any way.
2. Modify or make derivative works based upon the Software.
3. "Frame" or "mirror" any Software on any other server or wireless or Internet-based device.

This Agreement does not grant the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Software.

Any use of the Software not expressly permitted by this Agreement is a breach of this Agreement and may violate copyright, trademark, and other laws.

7. Confidentiality

Participants agree to maintain the confidentiality of any information or materials provided to them during the Beta Trial, including but not limited to the application itself, documentation, and any communications with Company representatives.

8. Feedback

Participants are encouraged to provide feedback, suggestions, or any issues encountered during the Beta Trial to assist in the improvement of the application. All feedback provided by participants may be used by the Company for its internal purposes without any obligation to the participant.

9. Termination of Beta Trial

The Company reserves the right to terminate the Beta Trial at any time without prior notice. Upon termination, participants will no longer have access to the application and must cease all use of the Beta Trial materials.

10. Disclaimer of Warranties

The beta trial software is provided on an 'as is' and 'as available' basis. The Company expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

11. Limitation of Liability

In no event shall the Company be liable for any direct, indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the beta trial software; (ii) any conduct or content of any third party on the services; (iii) any content obtained from the services; and (iv) unauthorized access, use, or alteration of your transmissions or content, even if advised of the possibility of such damages.

12. Modification of Terms

The Company reserves the right to modify these Terms at any time without prior notice. Participants are encouraged to review the Terms periodically for any changes. Continued use of the Beta Trial after any modifications indicates acceptance of the updated Terms.

13. Contact Information

If you have any questions or concerns regarding these Terms or the Beta Trial, please contact us at nebula@naviate.com or info@naviate.com

14. Acknowledgement

By accessing or using the Beta Trial, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Beta Trial.