



**GEFORCE
NOW™**

POWERED BY



GeForceNOW Powered by Pentanet Terms of Use

1. About

- 1.1. These Terms of Use ("Terms") are a legal agreement between Pentanet Limited (ABN 29 617 506 279) of 2/8 Corbusier Place, Balcatta, Western Australia, ("Pentanet", "we" or "us") and you, the user of the Service ("you", "your" or "user").
- 1.2. Before using the GeForce NOW Powered by Pentanet Service ("Service"), you must read and accept NVIDIA Corporation ("NVIDIA")'s [Terms of Use](#) and [Privacy Policy](#) (together, the "NVIDIA Terms").
- 1.3. By accessing or using the Service, you agree to be bound by these Terms and the NVIDIA Terms. If you do not agree to these Terms or NVIDIA Terms, you must not access or use the Service.

2. Access and usage

- 2.1. The Service is made available through the [CloudGG Portal](#) (to which separate Terms of Service apply). You must create and hold a valid CloudGG Portal user account to be able to access the Service.
- 2.2. You become a user of the Service by accessing, using or downloading it. The Service can be accessed using a GeForce NOW application, client or web-interface. To facilitate access, you may need to download and install an application or software which is compatible with your device. The GeForce NOW application and software will be updated from time to time, and you will need to accept and download those updates to continue to access the Service.
- 2.3. Access to the Service is available to persons over 18 years of age. Children between the ages of 13 and 18 years require the permission of a parent or legal guardian in order to access the Service. Children under the age of 13 cannot access the Service. By proceeding to use the Service, you confirm that you are 18 years of age or older or are under the age of 18 and have your parent/legal guardian's consent to your use. If you are under the age of 18 when you first access the Service, we may require you to actively re-confirm your acceptance of these Terms once you have turned 18.
- 2.4. Content which is, or may become, available by using the Service is subject to change. Games may be added or removed at any time due to publisher approval, without prior notice to you.
- 2.5. Access to the Service is available to persons over 18 years of age. Children under 18 years of age require the permission of a parent or legal guardian in order to access the Service. By proceeding to use the Service, you confirm that you are 18 years of age or older or are under the age of 18 and have your parent/legal guardian's consent to your use. If you are under the age of 18 when you first access the Service, we may require you to actively re-confirm your acceptance of these Terms once you have turned 18.
- 2.6. An internet connection and physical hardware is required to use the Service. An internet connection of at least 15Mbps (for 720p and 60fps) and 25Mbps (for 1080p and 60fps) is recommended. You are solely responsible, at your own expense, for ensuring you have access to an adequate internet connection to use the Service, and for providing all other equipment necessary to facilitate your use.
- 2.7. Pentanet reserves the right to delay use or limit the maximum amount of time for one session due to the load on the Service, with or without notice to you.
- 2.8. You will have access to games and content rated for different ages. It is your responsibility to set the filters for age-appropriate content and comply with applicable laws, rules and regulations related to age ratings.

- 2.9. By accessing the Service, you warrant that you have authority to enter into and to perform your obligations under these Terms of Use, that you will comply with all applicable laws in connection with your use of the Service, and that you have the ability to perform, and will perform, your obligations under these Terms.

3. Subscriptions

- 3.1. Subscriptions are available for purchase on a month-to-month, three-month and annual basis, the availability of which may change from time to time, as decided by Pentanet in its sole discretion.
- 3.2. Access to the Service will be granted on the day you purchase a subscription and will continue:
- (a) in the case of a month-to-month plan, for one calendar month from activation;
 - (b) in the case of a three-month plan, for three calendar months from activation;
 - (c) in the case of an annual plan, for one calendar year from activation.
- 3.3. Subscription periods must be paid in advance to gain access to the Service and all subscriptions are non-refundable.
- 3.4. After your initial subscription period has expired, subscriptions will automatically renew for the same length of time as your initial subscription period, until cancelled by you or us. Accordingly, you agree for payments to be deducted using the saved payment details on your user profile.

4. Prices and payments

- 4.1. Unless otherwise stated, all prices are in Australian Dollars and are inclusive of GST.
- 4.2. Payments for optional paid games and content will be processed in addition and separately to subscription payments.
- 4.3. Online payments will be processed through Stripe Payments Europe, Limited ("Stripe"). By making a payment, you agree to the stated charges, including GST and any applicable surcharges, for successful credit or debit card payments.
- 4.4. Any credit or debit card related data (including your card details) will be processed and stored by the Stripe API or Stripe portal, which is fully compliant with Payment Card Industry standards. You should carefully review the terms that apply to the services of Stripe, including its privacy policy. If you do not agree to these terms, you must not purchase a subscription to the Service.
- 4.5. Some payment types will incur additional fees or surcharges, as outlined below:
- (a) each transaction using a domestic American Express or Diners Club card will incur a card fee of \$0.10 and a card surcharge of 1.75% of the transaction amount.
 - (b) each international card transaction will be processed in AUD and will incur:
 - (i) a card fee of \$0.30;
 - (ii) card surcharge of 1.75% of the transaction amount; and
 - (iii) a foreign conversion fee of 2.00% of the transaction amount.
- 4.6. Subscription prices may change from time to time. Signing up to a subscription price secures that pricing until the subscription is cancelled or terminated under these Terms. The same price may not be available to you should you choose to sign up for a new subscription.
- 4.7. You are solely responsible for ensuring accurate and correct payment information is provided to Pentanet. Pentanet may, at any time, require you to reconfirm payment or identity information which was provided by you through the CloudGG Portal or the Service.
- 4.8. To the fullest extent permitted by law, and without limiting Section 9 below, in no circumstances will Pentanet, its officers, representatives, agents, affiliates and contractors be liable to you for any losses, damages, liabilities, claims and expenses (including legal costs and defence or settlement costs) whatsoever arising out of or referable to the processing of payments made by you to use the Service.

5. Cancellation, termination and refunds

- 5.1. To cancel your Service, you can delete your payment method or follow the prompts in the CloudGG Portal under the 'Subscription' tab, then 'My Subscription'.

- 5.2. If you do not pay for a subscription period, or an automatic renewal payment fails for any reason, your access to the Service will be revoked on the first day after the active subscription period has expired. Note that the terms of clause 4.6 apply to cancelled subscriptions due to failed payment.
- 5.3. Any amount paid in advance for a subscription period is not refunded upon Service cancellation. The Service will remain active for the entire period which has been paid up.
- 5.4. As a general rule, we do not offer refunds on subscriptions, or any other item, under any circumstance. Exceptions to this are very rare.
- 5.5. We may terminate or suspend your access to the Service:
 - (a) in the event that you use the Service in any manner which is illegal or prohibited;
 - (b) in the event that you breach any of these Terms, or any other terms and conditions which may form part of the Service or associated services;
 - (c) in the event Pentanet suspects you have breached any of these Terms, or any other terms and conditions which may form part of the Service or associated services; or
 - (d) in any other event at our sole discretion, exercised reasonably.

6. Permitted use

- 6.1. You must use the Service and any associated content or links in a lawful manner and must adhere to any rules, regulations and laws that apply to your use.
- 6.2. The Service is intended for personal use only and may not be used for any commercial purposes. Any copying, reproduction, distribution or communication to the public of any part of the Service for commercial purposes is prohibited.
- 6.3. You are responsible for ensuring that accurate and correct personal information is provided to Pentanet. Using false information or information which belongs to a third party is a serious breach of these Terms.
- 6.4. Sharing an account or transferring an account from one person to another is not permitted.
- 6.5. You must not use the Service in a manner which interferes with the operation of the Service, or tampers with the execution of the Service.
- 6.6. You must not use or access the Service for purposes which are unlawful, illegal or prohibited, including but not limited to the following:
 - (a) activities that are criminal or otherwise illegal in nature, including but not limited to fraud, harassment, spamming and infringement of intellectual property rights;
 - (b) commercial advertising and soliciting activities;
 - (c) activities that are automated uses of the Service, other than those included as part of the Service's functionality;
 - (d) activities that involve impersonation of another user of the Service or any other person or entity; or
 - (e) activities that involve using the Service in a manner that is contrary to these Terms of Use or inconsistent with any applicable laws and regulations.
- 6.7. Any user conduct which is reasonably suspected to be illegal or in breach of these Terms may result in the immediate suspension, termination or modification of the associated user account.

7. Conduct standards

- 7.1. Pentanet supports an enjoyable and safe gaming environment for all our users. We encourage respect, cooperation, and healthy competitive play for the gaming community. When using online communication, it is important to behave in a way that does not cause harm or offense to others.
- 7.2. Transmitting content or communicating in a way which we reasonably believe to be offensive to other users, including content or language that may be considered unlawful, harmful, threatening, abusive, vulgar, obscene, sexually explicit, or racially or ethically objectionable, or is otherwise objectionable is unacceptable. Any user found to be violating these communication expectations may have Service restrictions applied. Serious or repeated violations may result in immediate Service termination.

- 7.3. User account names or profile images are also subject to the standards detailed above. Account names or images chosen by users which are deemed unacceptable by Pentanet may result in the name or image being changed, requested to be changed, and/or Account restrictions being applied.³

8. Disclaimer

- 8.1. The Service and all information contained therein, including all content, software, functions and materials, is provided in good faith on an “as is” basis. To the maximum extent permitted under applicable law, Pentanet, and its officers, representatives, affiliates, agents and contractors, expressly disclaim all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, acceptability of quality, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. In no circumstances shall Pentanet be responsible for any loss or damage, including personal injury or death, resulting from use of the Service, from any content submitted as part of the Service or from your conduct, whether online or offline.
- 8.2. We do not make any representation or warranty that the information contained in the Service is reliable, accurate, error free or complete or that your access to that information will be uninterrupted, timely or secure. We do not accept responsibility for loss suffered as a result of reliance by you upon the accuracy or currency of information contained in this Service. You agree that Pentanet is not responsible for any problems, failures or technical malfunctions of any telephone lines or networks, computer online systems, servers or providers, computer equipment, software, or any other object or material, related to your use of the Service, including but not limited to any damage resulting from the access or use of the Service.
- 8.3. Without limitation to the foregoing, Pentanet provides no warranty or undertaking, and makes no representation of any kind that the Service or any associated services or links:
- (a) will meet your requirements;
 - (b) achieve any intended results;
 - (c) be compatible or work with any other software, applications, systems, or services;
 - (d) operate without interruption;
 - (e) meet any performance or reliability standards;
 - (f) be error free or that any errors or defects can or will be corrected; or
 - (g) that the Service, its servers, the content, or e-mails sent from or on behalf of Pentanet are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.
- 8.4. You should make your own enquiries and seek advice before acting or relying on any information or material which is made available to you pursuant to the Service.

9. Limitation of liability

- 9.1. To the maximum extent permitted by law, in no event shall Pentanet, its officers, representatives, affiliates, agents, suppliers or subcontractors be responsible or liable to you for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware, or otherwise in connection with any provision of these Terms), even if Pentanet or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.
- 9.2. To the extent permitted by law, in no event will Pentanet, its officers, representatives, affiliates, agents, suppliers or contractors' total cumulative liability arising or relating to these Terms or arising from or in connection with the Service exceed \$20 AUD. To the extent that it is entitled to do so, Pentanet limits its liability in respect of any breach of any applicable legislation which cannot lawfully be excluded (including the Competition and Consumer Act 2010 (Cth)) to:
- (a) in the case of goods, and at the sole option of Pentanet, either (i) the replacement of the goods or the supply of equivalent goods; (ii) the repair of the goods; (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or (iv) the payment of the cost of having the goods repaired; and
 - (b) in the case of services, and at the sole option of Pentanet, either (i) the re-supply of the services; or (ii) the payment of the cost of having the services re-supplied.

10. Indemnity

You agree to indemnify and hold Pentanet, its officers, representatives, affiliates, agents, suppliers or contractors (“Indemnified Parties”), from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability incurred or suffered by any of the Indemnified Parties in relation to any claim, suit, demand, action or proceeding by any person against any of the Indemnified Parties arising from your use of the Service, any content submitted by you, or any breach by you of these Terms, including but not limited to the representations and warranties made by you as set out in these Terms.

11. Privacy policy

11.1. By using the Service, you agree to our [Privacy Policy](#), which forms part of these Terms.

11.2. We will collect, use, store and disclose the personal information contained in the Service in a manner consistent with our obligations under the Privacy Act 1988 (Cth).

11.3. Our Privacy Policy explains:

- (a) What types of information we may collect from you;
- (b) How we collect personal information;
- (c) How we use personal information;
- (d) How we may share personal information;
- (e) How we hold personal information;
- (f) How you may access and update personal information; and
- (g) How to make a privacy complaint.

12. Intellectual property

12.1. All Intellectual Property rights (“IP Rights”) comprised in or derived from the Service, or in connection with the Service, are owned by us or the relevant third party owners. If any license is granted to you in connection with the Service, or its associated services, you acknowledge and agree that this does not grant you any ownership of or usage permissions for IP Rights in respect of our or any third party intellectual property.

12.2. Nothing herein gives you a right to use any of our, or any relevant third party owned (including NVIDIA-owned), trade names, trade marks, service marks, logos, domain names, or other distinctive brand features. Except to the extent permitted by law, you may not modify, distribute, prepare derivative works of, reverse engineer, reverse assemble, disassemble, decompile, or otherwise attempt to decipher any code in connection with the Service and/or any other aspect of Pentanet or associated third party technology, except as permitted by us or the relevant third party owner (if applicable).

13. Changes to these Terms of Use

We reserve the right to make changes or add to these Terms from time to time by posting updated Terms on our website or by making them accessible in the CloudGG Portal. We will use reasonable endeavours to notify you by email or other communication in such an event. By accessing the Service after these Terms have been updated, you signify your agreement to the new Terms. If you do not agree with the revised Terms, you must not use the Service.

14. Application of these Terms

These Terms apply to you starting on the date you first indicate your acceptance of these terms (including by accessing or using the Service) and continue until we terminate these Terms, or until your Account is deactivated, or you stop using the Service (whichever is later).

15. Governing law

These Terms of Use are governed by and construed in accordance with the laws in force in the State of Western Australia and each party submits to the exclusive jurisdiction of the courts of that State. Both parties agree to comply with all applicable local, state, and federal laws, rules, and statutes, including, but not limited to, applicable regulations governing use, transmission and/or communication of content, in connection with their performance, participation, access and/or use of the Service and associated services or links.

16. General

- (a) You agree that these Terms constitute the entire agreement between you and Pentanet regarding your access and use of the Service.
- (b) You acknowledge the right of Pentanet to take action against you to prevent a breach of these Terms and further acknowledge that damages may not be an appropriate remedy in those circumstances. You also acknowledge that the failure of Pentanet to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision.
- (c) You expressly agree and acknowledge that you are not authorised or permitted to bind Pentanet in any way whatsoever in relation to any contract or agreement with any third party.
- (d) Every provision of these Terms is independent of the other. Any provision which is prohibited or unenforceable in any jurisdiction will be ineffective to the extent only of such prohibition or unenforceability, and the other provisions will continue in full force and effect.
- (e) You agree that you will do all things necessary to give full effect to these Terms and any transactions contemplated by them.

17. Contact us

If you have any questions about these Terms of Use, you can contact us:

By email: gfn@pentanet.gg