

Clickthesolution Software Solutions

Terms and Conditions

When you use any of the Clickthesolution Software Solutions (CSS) services or products, the following terms (as changed, updated or replaced from time to time) will apply.

Terms

The **"client"** or **"you"** means the organisation or persons using the Clickthesolution Software Solutions.

"Us" means the Clickthesolution owners and our successors and assignees.

"Our" and **"us"** have corresponding meanings.

"Software" means (a) all of the contents of the files, disk(s), CD-ROM(s) or other media with which this Agreement is provided, including but not limited to (i) Clickthesolution or third party computer information or software; (ii) related explanatory written materials or files ("Documentation"); and (b) upgrades, modified versions, updates, additions, and copies of the Software, if any, used by or licensed to you by Clickthesolution (collectively, "Updates").

"Use" or **"Using"** means to access, install, download, copy or otherwise benefit from using the functionality of the Software in accordance with the Documentation.

"Permitted Number" means one (1) unless otherwise indicated under a valid license (e.g. volume license) granted by Clickthesolution.

"Computer" means an electronic device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.

"Clickthesolution" means the unincorporated joint venture, Clickthesolution, owned by Silvio Ferrero of Brisbane, Australia and Iain McCormick of Auckland, New Zealand.

Changing these terms

We may change any of these terms and conditions that may apply to these products and services without notice.

Ownership of intellectual property

Clickthesolution and its suppliers own all intellectual property in the Software. Clickthesolution permits you to Use the Software only in accordance with the terms of this Agreement. Use of some third party materials included in the Software may be subject to other terms and conditions typically found in a separate license agreement or "Read Me" file located near such materials.

Operation

You may operate the CSS Software subject to any conditions or restrictions applicable to the relevant service as set out in these terms and conditions.

We can assume that you have authorised each internet transaction if the correct password or passwords have been used. We can assume that if you use the service you have agreed to these terms and conditions and have the ability and authority to pay for the service.

We may require that you verify your identity by any reasonable means.

Application of these terms

It is entirely up to the IOD whether or not and under what conditions you can become a client of ours and which services you can use and how you can use those services. By agreeing to use the services you agree to be bound by these terms, as may be amended from time to time, and any specific terms and conditions that may apply to our services.

Fees and costs

We charge fees for our services and these are to be paid either Credit Card or similar means before the use of the Software or by the 20th of the month following the issuing of an invoice from Clickthesoulton.

If we incur any additional costs in relation to the provision of your service then you must pay us the amount of those costs.

Privacy

We will comply with all New Zealand and Australian privacy laws that apply to us.

You agree that we and any member of the CSS may collect personal information from you and from any credit agency, any employer or any other person who can provide us with information that is of relevance to us.

A record of the services you use, the result of any of the services, and any data input into the system by you and any other personal information about you will be held by us.

We may make enquires about any personal information that you provide to us in order to check the accuracy of the information, including contacting the source of the information.

Your personal information is being collected, held and used for the purposes of:

- opening, operating or maintaining the CSS service provided by us; and/or
- assisting us in developing and running our CSS business; and/or
- providing you with information about our business and about our services.

We will comply with your request if you ask us not to provide you with this information.

Accuracy of information

We will do everything reasonable to ensure that your personal information is kept up to date and protected while we have it. You are responsible for telling us of any changes in your personal information, for example changes of any names, or email or postal addresses. You may ask us to show you the personal information we hold about you or to make corrections to it.

Our rights and responsibilities

We will try to ensure that our internet services operate properly.

We will use reasonable endeavours to ensure that each evaluation or transaction intended to be made through electronic means is processed as quickly as is practical.

You give us permission to use the data collected through the use of our services for any reason whatsoever, including within New Zealand and outside of New Zealand.

Your responsibilities

You are responsible for the security and protection of all User Names and Passwords provided to you.

You are responsible to see that only your authorised users access our system.

If your computer system:

- causes any damage whatsoever to our computer system; or
- causes us any loss, including from any virus, worm or any other electronic menace or malicious computer programme, you will be responsible and indemnify us for any loss we suffer as a result.

Stopping access

We may suspend or cancel your access or the access of any other authorised user or any person to the service at any time. We do not need to give you reasons or notice to suspend the service. You may suspend or cancel your access to our service at any time by giving us written notice.

Consumer Guarantees Act

The New Zealand Consumer Guarantees Act 1993 (**CGA**) overrides the provisions of these Terms and Conditions and, except as set out in the following paragraph you are entitled to the benefit of guarantees as to services set out in that Act.

The CGA does not apply to businesses if you acquire, or hold yourself out as acquiring, services from IOD for the purposes of a business then the CGA will not apply to those services.

No Waiver

In relation to the terms and conditions no delay or failure to act by us will be construed as a waiver of or in any way prejudice, any of our rights. No waiver

will be effective unless it is in writing. A waiver of a breach will not waive any other breach.

Severability

If any of terms or conditions is held to be invalid, illegal or unenforceable, that term or condition will be severed and the remaining terms and conditions will be enforceable.

Governing Law

These terms and conditions and the contract between you and us arising out of your use of the services are governed by New Zealand law and New Zealand courts have jurisdiction.

Further information

Further information can be obtained from

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