

Terms & Conditions for use of the ECONZ TimeCard Website

Please read these Terms carefully, as they explain how the hosted ECONZ TimeCard Website (“Website Service”) works. These Terms form part of your contract between you as a customer, and us as the provider of the Website Service. By using the Website Service you acknowledge that you, and each of your users of the ECONZ TimeCard Solution (“Solution”), have read and understood these Terms and agree to be bound by them.

You are about to access the TimeCard application. Notices will be sent to your device to enable receipt of incoming information. Notices will be in the form of TXT Messages. You will be charged for all TXT Messages in accordance with your subscription. All event updates and user-initiated queries constitute usage in accordance with your subscription plan.

1. Duration

Your right to use the Website Service will continue until terminated in accordance with these Terms.

2. Our Service Obligations

- a. We agree to provide you with the Website Service in accordance with these Terms.
- b. We do not guarantee that the Website Service will never be faulty, but we will use all reasonable efforts to correct reported faults as soon as we reasonably can. To report faults please contact the Help Desk on the contact numbers and/or email address advised to you elsewhere.
- c. We may vary the technical specification of the Website Service from time to time.
- d. We will not be liable for any loss of data or information resulting from delays, non-deliveries, missed deliveries, service interruptions or otherwise howsoever. We specifically exclude any representation or warranty that:
 - i. the information, advice, opinions, representations or material received through the Website Service will be correct, accurate, or otherwise reliable; or
 - ii. the Website Service will be uninterrupted or error-free, that defects will be corrected, or that the Website Service, or the server that makes it available, is free of viruses or other harmful components,and we are not liable for any action you take in reliance upon the Website Service.
- e. Where you do use, or hold yourself out as using, the Website Service for the purposes of a business, then consumer statutory guarantees do not apply to your and your user’s use of the Website Service and, without limiting clause 2 (d) above, we exclude any liability of any kind (including loss of profits or revenue, loss of use, lost business or missed opportunities, wasted expenditure or savings you might have had) arising from:
 - i. your connection to any network;
 - ii. the supply of, or failure, interruption or delay in the supply of, the Website Service or any part of it howsoever caused;
 - iii. the fitness of the Website Service or any part of it for any particular purpose;
 - iv. the incorrect, inaccurate or delayed transmission of any information or data;
 - v. Your or your user’s use of the Website Service.
- f. Save as expressly set out in these Terms, all conditions or warranties which may be implied or incorporated into these Terms by law or otherwise are expressly excluded to the extent permitted by law. In no circumstances whatsoever will we be liable for direct, indirect, special, punitive, economic or consequential loss, to the extent permitted by law, arising out of or in any way connected with the use or performance of the Website Service or otherwise, howsoever arising whether based on or arising out of contract, tort, strict liability or otherwise.

3. Security

- a. To use the Website Service you will select an administrator user name and password that you can change at any time.
- b. You will be responsible for creating each user's individual password required to access the Website Service and the Solution ("User password/s"). You are responsible for the security and proper use of your password and user password/s and must take all necessary steps to ensure that they are kept confidential, used properly and not disclosed to unauthorized persons. You will notify us of any unauthorized use of such password or account or any other breach of security.
- c. You are responsible for ensuring that no unauthorised access is obtained to the Website Service through your account. You will be entirely liable for all activities conducted through your account whether authorised by you, a user or not, until such time as you notify us of such unauthorised use. If we have reason to believe that there is likely to be a breach of security or misuse of the Web-site Service, we may change your administrator password and notify you accordingly. If you forget your administrator password, you should contact our helpdesk.
- d. We will arrange for you to select a new sign-in name and password and to change this detail in our system if you tell us as soon as you become aware that your sign-in name and/or password may be known to another person and/or there has been unauthorized access to your customer file.
- e. We will not be responsible for the imparting of any confidential information exchanged between you and your user and us, during your and your user's use of the Website Service.

4. Your Responsibilities

- a. You have a non-exclusive, non-transferable, limited, revocable right to use the Website Service in relation to the Solution. You will not use the Website Service for any other purpose, including any commercial purpose or in a way that infringes the rights of others ("Approved Use"), without our express prior written consent.
- b. The Website Service must not be used:
 - i. fraudulently or in connection with a criminal offence; or
 - ii. to send, receive, upload, download, use or re-use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, in breach of any person's intellectual property rights or privacy or otherwise unlawful; or
 - iii. to cause annoyance, inconvenience or needless anxiety; or
 - iv. to send commercial advertising or promotional material; or
 - v. to modify, copy, distribute, transmit, display, perform, publish, reproduce, license, create derivative works from, assign, transfer or sell any ECONZ intellectual property, software, obtained from or via the Website Service; or
 - vi. to knowingly or recklessly transmit any electronic material (including viruses) through the Website Service which will cause or is likely to cause detriment or harm, in any degree, to computer systems owned by us; or
 - vii. to co-brand or frame the Website Service or any portion thereof (whereby the Website or portion thereof will appear on the same screen with a portion of another website), and you acknowledge that any breach of these obligations will entitle us to immediately terminate your right to use the Website Service without notice.
- c. You shall only access the Website Service as permitted by us and shall not attempt at any time to circumvent system security or access any source software or compiled code.
- d. If you use the server capacity or any software made available to you in any way which, in our opinion, is, or is likely to be, detrimental to the provision of the Website Service to you, or any other customer and fail to take corrective action within a reasonable period of receiving notice from us, we may treat the contravention as a breach of these Terms.
- e. You are responsible for the provision of and payment for a suitable PC (with Internet Explorer 5.5 or Mozilla 1.7 or above), modem, and Internet connection necessary for

connection to the Website Service. Any equipment connected to or used with the Website Service and our network must be connected and used in accordance with any instructions, safety and security procedures applicable to the use of that equipment and must be technically compatible with the Website Service, the Solution and the network.

- f. You agree to fully indemnify and to hold us harmless from and against any claim brought by a third party resulting from your or your user's use of the Website Service or the network and in respect of all losses (whether direct, indirect, consequential or otherwise), costs, actions, proceedings, claims, damages, expenses (including reasonable legal costs and expenses), or liabilities, whatsoever suffered or incurred directly by us in consequence of your breach or non-observance of these Terms.
- g. You acknowledge that you are responsible for ensuring that no unauthorized access to the Website Service is obtained through your account and that you are liable for all such activities conducted through such account whether authorised or not.
- h. You are responsible for the data and information accessed, transmitted, processed, and/or received via the Website Service and the Solution. You acknowledge that in providing you with the Solution we will, from time to time, delete completed and cancelled work requests from the system. We will only delete work requests that have been identified for a minimum of 3 months as completed and/or cancelled. Once deleted such work requests will no longer be accessible for reporting, extraction or viewing via the Website Service and we shall have no liability to you for such deleted data or information. We recommend that you utilise the report and export function to keep an historical record of work requests, if required.

5. Suspension, Restriction, Termination of Services

- a. From time to time, we may temporarily suspend the whole or any part of the Website Service for routine repairs or maintenance. We will endeavour to give as much notice as is reasonable in the circumstances.
- b. We may elect to suspend or terminate your right to use the Website Service immediately and without prior notice:
 - i. if you breach any of these Terms or
 - ii. if, for any reason whatsoever, we are unable to deliver the Website Service or otherwise we are unable to perform our obligations set out in these Terms.

6. Intellectual Property

- a. We either own the intellectual property rights in the Website Service (excluding your data and information which belongs to you), or where we use any intellectual property belonging to a third party, we have a license to do so. These intellectual property rights include, for example, all copyright, trademark and design rights relating to the Website Service, including the Software used in providing the Website Service. You acknowledge that by using the Website Service none of these intellectual property rights is transferred to you.
- b. With respect to any Software provided with the Website Service you agree:
 - i. we remain the owner or licensee of the Software;
 - ii. your right to use the Software is personal to you and may not be transferred to anyone else;
 - iii. to comply with the terms of any agreements reasonably required by the owners of any intellectual property rights in such Software;
 - iv. not to change or interfere with the Software in any way;
 - v. not to use the Software to create any source code;
 - vi. not to copy, modify the Software, or create any new software partly or wholly based on the Software.
- c. We may offer upgrades or provide new versions of the Software. When offered, you will install the upgrade or new version as soon as you reasonably can and no later than 3 months after it is provided. If you require assistance, please contact our help desk.

- d. You agree to comply with the terms of any agreements reasonably required by the owners of any intellectual property rights in such software relating to the protection of those rights.

7 Changes to these terms and conditions

We may vary these Terms from time to time without notice to you. Such changes will be notified to you by posting on this web site. Changes in this manner will be deemed to have been accepted if you continue to use the Website Service after the date of posting on the website. Please consult these Terms regularly.

8 Force Majeure

We will not be liable in respect of any failure to comply with our obligations under these Terms as a result of any cause beyond our reasonable control including without limitation an Act of God, inclement weather, act or omission of government or other networks or other competent authority or other party for whom we are not responsible.

9 Jurisdiction

By accessing the Website Service, you accept that any disputes about this web site and the Terms are to be governed by and construed in accordance with the laws of New Zealand and you agree to submit to the exclusive jurisdiction of the courts of New Zealand.