

Terms and Conditions

The following terms and conditions of use (the "Terms and Conditions") govern your use of the V8, Autocloud, CMS and Communigator CRM Web technology software applications which shall include, without limitation, the home page, splash page, and all other pages under the same top level domain name, and all content thereon (the "Site") as provided by V8, Autocloud, CMS or Communigator CRM, ("Zeanz Ltd" or "we"). We may change the Terms and Conditions from time to time and at any time without notice to you, by posting such changes on the Zeanz Ltd web site. BY USING THE SOFTWARE, YOU ACCEPT AND AGREE TO THESE TERMS AND CONDITIONS AS APPLIED TO YOUR USE OF THE SOFTWARE. By using the software following any modifications to the Terms and Conditions, you agree to be bound by any such modifications to the Terms and Conditions.

Proprietary Rights.

As between you and Zeanz Ltd (including our affiliates), we are the owner and/or authorized user of any trademark, and/or service mark appearing within the software, and are the copyright owner or licensee of the content and/or information contained within the software, unless otherwise indicated. Except as otherwise provided herein, use of the Software does not grant to you a licence to any content, features or materials you may access in the Software. Except by prior arrangement, all software must remain on Zeanz servers.

In the event you, the client, terminate the services of Zeanz Ltd any images purchased or provided by the client shall remain the property of the client. In regards to any design work completed by Zeanz Ltd the Photoshop files relating to that work are the property of the client at all times. Any Photoshop files and images provided by you, the client, will be packaged and returned. A fee may be charged for this.

Zeanz file library images and icons remain the property of Zeanz Ltd and can be reproduced by Zeanz Ltd. The V8, Autocloud, CMS & Communigator CRM software and or source remain the property of Zeanz Ltd at all times. The licence grants you permission to use the software on the condition that you adhere to the terms of this licence. If the terms of this licence are broken at any time or in any way, this licence is automatically revoked. No rights or licences are granted other than those set forth in this licence. This licence is not valid unless full payment has been made.

Internet Access.

You acknowledge and agree that in connection with your use of the site and services you must:

- (a) provide for your own access to the World Wide Web and pay any service fees associated with such access, and
- (b) provide all equipment necessary for you to make such access and connection to the World Wide Web, including a computer, software, a modem and a means of connecting to or accessing the Internet.

Zeanz Ltd shall not be responsible for any malfunctions, errors, crashes or other adverse events that may occur from your use of the Site.

You also acknowledge that it is your responsibility to:

- (a) ensure all your operating systems are regularly upgraded to maintain pace with technology

upgrades and enhancements.

(b) ensure your browser(s) is upgraded regularly to ensure your systems optimum performance.

Zeanz Ltd cannot be held accountable for website or system errors due to out of date/unsupported software.

Zeanz Ltd does not support problems with your computer, programmes or software (unless provided by us) phone lines, internet connection or emails.

User Information.

In the course of your use of the Site, you may be asked to provide certain information to us (such information referred to hereinafter as "User Information"). For our policy on information collection and user policies with respect to such User Information see the Privacy Policy information at the end of this document. You acknowledge and agree that you are solely responsible for the accuracy and content of the User Information.

Zeanz Ltd will never sell or provide your personal information or email address to a third Party.

Unsolicited Materials.

Unless specifically requested in writing, Zeanz Ltd does not solicit nor does it wish to receive any confidential, secret or proprietary information or other material from you through the Site, any of its services, by email, or in any other way. Any communication, information or material submitted or sent to Zeanz Ltd will be deemed not to be confidential or secret. By submitting or sending information or other material to Zeanz Ltd you represent and warrant that the information is original to you and that no other party has any rights to the material.

User Conduct.

You warrant and agree that, while using the site, you shall not upload, post or transmit to or distribute or otherwise publish through the site any materials that:

- (a) are protected by copyright, or other proprietary or intellectual property right, or derivative works with respect thereto, except as provided herein or without first obtaining permission from us or the copyright owner;
- (b) are unlawful, threatening, harassing, profane, tortuous, defamatory, vulgar, obscene, libellous, deceptive, fraudulent, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), invasive of another's privacy, or hateful;
- (c) restrict or inhibit any other user from using and enjoying the site;
- (d) constitute or encourage conduct that would constitute a criminal offence or give rise to civil liability;
- (e) contain a virus or other harmful component, advertising of any kind, or false or misleading indications of origin or statements of fact.

You also warrant and agree that you shall not:

- (a) impersonate, or misrepresent your affiliation with any other person or entity;
- (b) upload, post, publish, transmit, reproduce, distribute or in any way exploit any information or

other material obtained through the site for commercial purposes (other than as expressly permitted by the provider of such information or other material);

- (c) engage in spamming or flooding;
- (d) attempt to gain unauthorized access to other computer systems through the site.

Except as otherwise expressly permitted herein, you may not upload, post, publish, reproduce, transmit or distribute in any way any component of the site itself or derivative works with respect thereto, as the site is copyrighted as a collective work under applicable copyright laws.

We have no obligation to monitor any content on or through the site and we assume no obligation. You acknowledge and agree, however, that we do retain the right to monitor the site and to disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request, to operate the site properly, to protect ourselves or our users or for other purposes as set forth in our Privacy Policy. We reserve the right to refuse to post or to remove any information or materials, in whole or in part, that, in our sole discretion, are unacceptable, undesirable, inappropriate or in violation of these Terms and Conditions.

You agree to defend, indemnify and hold Zeanz Ltd and or, its directors, officers, employees, agents and affiliates harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from your use of the Site or the placement or transmission of any message, information, software or other materials through the Site by you.

No Endorsement.

Zeanz Ltd does not represent or warrant the truthfulness, accuracy or reliability of any material posted by others on or through the site, nor does Zeanz Ltd endorse any opinions expressed by users or others. Users acknowledge that any reliance on material posted by others will be at their own risk.

Disclaimer of Warranties.

The site, including, without limitation, all content, functions and materials is provided "As is," "As available" without warranty of any kind, either express or implied, including, without limitation, any warranty for information, data, data processing services, or uninterrupted access, any warranties concerning the availability, accuracy, usefulness, or content of information, and any warranties of title, non-infringement, merchantability or fitness for a particular purpose. Zeanz Ltd does not warrant that the site or the functions, features or content contained therein will be timely, secure, uninterrupted or error free, or that defects will be corrected. Zeanz Ltd makes no warranty that the site will meet user's requirements. No advice, results or information, whether oral or written, obtained by you from Zeanz Ltd or through the site shall create any warranty not expressly made herein. If you are dissatisfied with the site, your sole remedy is to discontinue using the site.

Limitation of Liability.

In no event shall Zeanz Ltd or any of its directors, officers, employees, agents, affiliates, or content or service providers be liable for any indirect, special, incidental, consequential, exemplary or punitive damages arising from or directly or indirectly related to the use of, or the inability to use, the site or the content, materials and functions related thereto, including without limitation, loss of

revenue, or anticipated profits or lost business or lost sales, even if Zeanz Ltd or such individual has been advised of the possibility of such damages. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages so some of the above limitations may not apply to certain users. In no event shall Zeanz Ltd be liable for or in connection with any content posted, transmitted, exchanged or received by or on behalf of any user or other person on or through the site. In no event shall the total liability of Zeanz Ltd to you for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from the terms and conditions or your use of the site exceed, in the aggregate, \$10.00.

Links from and to the Site.

You acknowledge and agree that we have no responsibility for the accuracy or availability of information provided by Web sites to which you may link from the Site ("Linked Sites"). Links to Linked Sites do not constitute an endorsement by or association with Zeanz Ltd of such sites or the content, products, advertising or other materials presented on such sites. Zeanz Ltd does not author, edit, or monitor these Linked Sites. You acknowledge and agree that Zeanz Ltd is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on such Linked Sites.

Applicable Laws.

We control and operate this site from our offices in Tauranga, New Zealand. We do not represent that materials on the site are appropriate or available for use in other locations. Persons who choose to access this Site from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

Modifications to the Site and the Services.

We reserve the right, for any reason, in our sole discretion, to terminate, change, suspend or discontinue any aspect of the Site, including, but not limited to, content, features. We may also impose limits on certain features of the Site or restrict your access to part or the entire Site without notice or penalty.

Payment Terms

Unless otherwise agreed in writing by both parties we require 50% deposit on job acceptance with the remaining 50% to be invoiced on design sign off or if agreed in writing by both parties, monthly interim payments.

Hosting is a monthly payment for providing space on our servers to run your website in an environment that is optimized for the software. Back up of data is covered under this payment. Hosting is payable one month in advance on the website/application being available to send live. Zeanz Ltd is not responsible for a decision by the client to delay this date for any reason.

Should monthly payments not be met Zeanz Ltd reserves the right to turn off the website until the account is bought up to date.

Unpaid invoices will be passed to a collection agency with any expenses relating to said collection being added to the amount overdue.

Suspension or Termination of the Site or Services.

Zeanz Ltd reserves the right to suspend or terminate services for the V8, Autocloud, CMS, Communicator CRM, web site or other software applications provided by Zeanz Ltd should payments for these services, licences or applications not be made by the date given as due on any invoice or statement provided to the client by Zeanz Ltd.

You acknowledge and agree that a month's notice shall be provided by you, the client, in writing, to Zeanz Ltd for termination of the V8, Autocloud, CMS, Communicator CRM, web site hosting or other software applications provided by Zeanz Ltd. At this time a final statement will be provided and once any outstanding invoices have been settled the account will be closed.

Privacy Policy

Zeanz are committed to protecting your privacy. Providing personal information is optional but some of our services and products may not be available should you choose not to provide this information. We will not share or sell information collected with any 3rd party.

We may from time to time promote our services or updates to you via email marketing using the email address you have provided us with – you can unsubscribe from these emails.

We may use your details, with your permission, to assist with password or login issues with any service or website we provide for you.

Our privacy policy relates to our site and products only.

Cookies – information stored by your browser on your computer's hard drive – do not contain personally identifiable information. It provides details of your IP address, browser and domain.

You can change your browser settings to refuse cookies.

Zeanz Ltd reserves the right to change our privacy policy terms within this document as and when business needs or industry changes dictate it is appropriate to do so.