

# Terms & Conditions

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PLEASE READ THE FOLLOWING POLICIES, TERMS AND CONDITIONS CAREFULLY. WHEN YOU USE, VISIT, OR BROWSE THIS WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE POLICIES, TERMS, AND CONDITIONS SET FORTH HEREIN

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## Terms of Service

These Terms and Conditions ("Terms of Service") cover your use of ACCuWorks (the "Service"). Clicking Login button to access the Service constitutes acceptance of these terms and conditions. Our Privacy Policy is incorporated by reference into these Terms of Service.

## Definitions

"Us" or "Our" or "We" or "Company": Refers to Gleamy Group Limited

"You" or "Your" or "Client": Refers to your organisation

"ACCuWorks": Refers to the software and service provided and developed by Gleamy Group Limited

"Staff": Refers to employees of Gleamy Group Limited

## Agreement

The parties agree that these terms and conditions represent the entire agreement between the parties relating to the provision of the Service.

## Assignment

- The rights in this agreement are granted exclusively to you
- You may not assign your rights in respect of the Service to any other person or organisation

## Provision of the Service

- The Service is a web-based application accessible via the internet. The Software and database is hosted in a managed server that maintains a 99.99% uptime network and 7 day backups
- The Service is provided by, set up, managed and maintained by us and our appointed hosting partners
- To access the Service you must have an internet connection and provided Username and Password. If you have problems with your own local internet connection this will affect your access to the Service. In the event of your local internet connection not

being available, we recommend that you make provision for alternative access to the Service

- From time to time, we make changes, add functionality and introduce new features to the Service. These changes are made expressly at our discretion and where appropriate we will document these changes if they are material in nature. Your continual access to the Service will be deemed acceptance of the updated or amended Terms of Service

### **Technical Support**

- Your monthly fee also includes access to online support. Support requests must be logged via email or via our dedicated contact number
- All our staff are subject to personal checks prior to commencing employment.
- All our staff are required to sign a Confidentiality Agreement which includes a provision for them to have access to your data
- The only members of our team that will have access to your data are those that need to be directly involved in technical support, maintenance or system administration
- Your data is hosted on a dedicated server managed by our hosting partner with 24/7 manned security, CCTV, key card access to the facility and restrictive access to the internals of the building based on authorisation levels
- With the exception of our hosting partner we guarantee not to divulge your data to any third-party unless we are required to do so by law. If it is necessary to share your information with a third-party as a result of a direct request from you we will require written consent from you (the owner of the data)
- Any printed material derived from your data will be securely destroyed

### **Trials**

- A payment is not required to start a free trial
- At the end of the Trial period if you wish to continue using the Service you will need to pay account setup fee and monthly service fee.

### **Fees**

- To use the Service after the trial period you must select a Paid Subscription
- This agreement grants you the Right to Use the Service (in accordance with the terms of this agreement) while you continue to pay the appropriate monthly fee for the Subscription you have selected
- An account setup fee is non-refundable one-off payment. Such payment must be made prior to the setup of your account
- All monthly fees must be paid monthly in advance before the first day of the month for which it applies. If the Service commences intra month, the fees for that month will be added to the fees payable for the following calendar month
- An auto payment is recommended to set up to pay for the Service
- All fees are quoted excluding Goods and Services Tax (GST). We will advise you of the GST payable on our invoices
- Cancelling your account may cause the loss of access, content or features of the Service. We do not accept liability for any such loss

- All fees related to the Service, including but not limited to the monthly subscription fees, are subject to change upon 30 days' notice from us. Such notice may be provided at any time by updates to the ACCuWorks website ([www.accuworks.co.nz](http://www.accuworks.co.nz)), notices within the Service itself, or by email correspondence
- If you have any questions about charges made to your account, please contact us immediately. If there are charges made in error, we will credit your account for the appropriate amount
- We reserve the right to charge an administration fee for any failed or late payments in respect of any payments

### **Insolvency**

- In the event of insolvency we reserve the right to cancel your account

### **Force Majeure**

- We will not be liable for any delay or failure to perform any of our obligations in respect of the Service if such delay or failure is due to an event which is beyond our control

### **Termination**

- Either party shall have the right to terminate this agreement if the other party is in material breach of these terms and does not rectify the breach within 30 days of written notification
- Termination shall not affect any other rights of the injured party

### **Changes to the Service and Agreement**

You acknowledge that we may modify:

- the Service at any time, for any reason, and without notice
  - these Terms of Service at any time
- In the event that we change the Terms of Service we will notify you of the changes and give you a reasonable period of time to notify us that you do not agree to the modified Terms of Service and cease using the Service

### **Communications**

- You agree that we may at times send you communications regarding your account or the Service via email
- If you have requested it, we may also send you communications about upgrades to the Service or other products and services that may be of interest to you
- You can contact us at any time to let us know that you no longer want to receive these emails from us

### **Accounts and Passwords**

- You must be a registered user to access the Service
- You must provide accurate, up-to-date and complete information when you register
- You are solely responsible for keeping your password secure
- You will be solely responsible and liable for any activity that occurs under your user name

- You must use all reasonable endeavours to prevent any unauthorised access to, or use of, the Service and you must notify us immediately in the event of any unauthorised access or use

### **Acceptable Use**

- This part of the agreement describes the acceptable use of the Service. It ensures that you do not use the Service for illegal or prohibited purposes.
- You are solely responsible for your conduct and your data related to the Service
- You warrant that you have all rights, licences, authorisations and consents required to use the Service, including without limitation in respect of your data
- You agree to indemnify us from any and all loss, cost, liability, and expense arising from or related to your data or use by you or your employees, contractors or agents of the Service or violation of these Terms of Service
- The Service, including any software that forms part of the Service, is made available to you for your personal use or internal business purposes, and such use must comply with all applicable laws, rules and regulations, including without limitation privacy laws, and must not infringe or violate third party rights
- The Plan you purchase will limit the number of users that may use the Service. You must not allow any additional users to use the Service
- We reserve the right to audit your use of the Service, at our own cost and upon giving you reasonable notice, to determine whether your use is in accordance with these Terms of Service and any other terms that apply to the Service. If an audit reveals that you have exceeded the scope of use permitted, you may be required to immediately pay an additional service fee for such use
- Any unauthorised use of the Service is a violation of these Terms of Service and may breach New Zealand law. Such violations may subject you or your staff to civil and criminal penalties
- We will endeavour to make the Service available 24 hours a day, seven days a week. However, you acknowledge and agree that the Service may occasionally be unavailable during periods of planned or unscheduled maintenance. We may perform unscheduled maintenance at any time, but will do this outside of normal business hours where possible

### **Cancellation and Termination**

- You are solely responsible for the cancellation of your account
- To terminate the Service, you must provide us a written notice 30 days in advance. Email or phone requests to cancel your account are not considered a cancellation
- All of your content and data will become unavailable to you 60 days after cancellation or termination of your account. We recommend you back up your data before your termination
- Failure to pay your subscription fees will result in your account being suspended. Accounts are suspended for a maximum of 20 days before the account may be terminated by us. We are not responsible for any loss you suffer as a result of such suspension or termination. A suspended account can be reactivated by supplying valid payment credentials and resuming your subscription. A terminated account can be retrieved by supplying administrative fees for such data retrieval.

- At our sole discretion we have the right to suspend or terminate your account and refuse any and all current or future use of the Service, for any reason, at any such time. Such termination can result in the deactivation or deletion of your account
- We reserve the right to refuse service to anyone for any reason at any time

### **Limitation of Liability**

Our liability under or in connection with this Agreement will be limited as follows:

We will not be liable for any:

- damages your business may suffer, including loss of profits, business, revenue or anticipated savings
- warranties of any kind, expressed or implied for services we provide
- merchantability or fitness for a particular purpose. This includes loss or corruption of any data, database or software resulting from delays, no deliveries, wrong delivery, and any and all service interruptions caused by the company and its staff,
- reputational damage or damage to goodwill,
- loss of any commercial opportunity, or
- indirect, special or consequential loss or damage,
- outcomes of your data or contents being audited by your professional or regulatory organisation

We will not be liable for any losses arising out of a Force Majeure Event

### **Warranties**

- We, and our suppliers, make no warranty or representation that your use of the Service will be uninterrupted or error-free or regarding the results that may be obtained from the use of the Service, the security of the Service, or that the Service will meet your requirements.
- We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- You understand and agree that the Service is provided "as is" and, to the extent permitted by law, we disclaim all warranties or representations of any kind, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose.
- Your use of the Service is at your sole risk. You will be solely responsible for any damage to you resulting from the use of the Service. The entire risk arising out of use, security or performance of the Service remains with you. If there is any loss or damage to your data, your sole and exclusive remedy will be for us to use reasonable commercial endeavours to restore the lost or damaged data from the latest back-up of such data maintained by us or our suppliers.

## **Copyright**

- All content included on this site, such as text, graphics, logos, button icons, images, and audio clips, digital downloads, data compilations, and software is the property of Company and is protected by New Zealand and international copyright laws. The compilation of all content on this site is the exclusive property of Company and is protected by New Zealand and international copyright laws. All software used on this site is the property of Company or its software suppliers and is protected by New Zealand and international copyright laws.

## **Intellectual Property and Data**

- We claim no intellectual property rights over the data or other material you provide to the Service
- You acknowledge that we own all rights, title and interest in and to the Service, including without limitation all intellectual property rights, and such rights are protected by New Zealand Law
- Except to the extent that applicable laws prevent us from restraining you from doing so, you agree that you will not copy, reproduce, alter, modify, or create derivative works from the Service
- You consent to us transferring your data to third party IT providers, including our website host and back-up service provider, outside of the New Zealand

## **Questions**

If you have any questions about these Terms of Service, please contact us below:

## **Company Information**

Gleamy Group Limited  
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