



## **Website User Agreement**

Dated: 10<sup>th</sup> July 2016

### **PARTIES**

**Assured Financial Peace Limited at Auckland (“AFP”)**

**Individual or organisation visiting the website and signing up (“The User”)**

### **BACKGROUND**

- A. AFP has the sole right to licence globally to users of the website or services of HelloTechGuys.com (“the Website”).
- B. The Website is able to be used as a promotional tool to enable users to obtain verified contact details for potential customers and guide them to sign up in their business for generating a referral for Hello TechGuys™.
- C. The User wishes to use the Website to place orders with Hello TechGuys™ for their own personal or business technology requirements and for recommending others.
- D. The User may wish to use the Website to promote its business/ run an online direct marketing referral business for the sale of Hello TechGuys™ products and services by using their own sub URL and personal page on the website.
- E. AFP agrees to allow the User to run promotions using the Website on the terms and conditions below.
- F. Eligibility: You must be at least 18 years old to use the Site or the Services.
- G. Site Access: In order to use the HelloTechGuys™.com or Services, you must first register to set up an account with us by completing the account registration form available on the Site. You only need to register once. Registration is subject to approval by us in all cases, and we reserve the right, in our sole and absolute discretion, to decline any application for registration, without giving a reason.  
You must ensure that any registration details you provide are accurate. Please check carefully the details you have provided in the online form before finalizing your application to register. You can check for errors on screen before submitting the online form. You are responsible for ensuring that the details you provide us with are correct and complete, and for informing us of any changes to the information you have provided. You can access and update the information you have provided us with, including your account settings, in the relevant area of the Site.  
If your application to register to use the Site and Services is accepted, you will be assigned the username (email) and password you submitted with your application (together referred to as your "Credentials"). You must keep your Credentials confidential and must not reveal them to anyone.  
You are responsible for all activities performed under your Credentials. You must notify us immediately if you know of, or suspect, that anyone has obtained access to your Credentials, or if you otherwise become aware of any unauthorized use of your Credentials or other security breach.



Unless we have previously been notified by you that the confidentiality of your Credentials has been compromised, we are entitled to treat any use of the Site under your Credentials as being by you.

We may disable access via your Credentials at any time if, in our opinion, this is reasonably necessary to preserve the security and proper operation of the Site or Services, if you have failed to comply with any of the provisions of these Terms or if any details you provide for the purposes of registering prove to be false.

It is your responsibility to ensure your computer system meets all the necessary technical specifications to enable you to access and use the Site and Services and is compatible with the Site. It is also your responsibility to ensure that anyone who accesses the Site or Services using your Credentials or via your Internet connection is aware of these Terms, and that they comply with them.

Access to the Site and Services is permitted on a temporary basis and we reserve the right to withdraw, modify or suspend the Site or Services without notice. We will not be liable to you or any third party for any unavailability, modification, suspension or withdrawal of the Site or Services, or any features, parts or content of the Site or Services at any time for any period.

## **AGREEMENT**

1. AFP/ HelloTechGuys™ authorises the User to run promotions using the Website as per the terms and conditions accepted at the time of sign up on the website. These terms can be changed without notice.
2. **AFP/ HelloTechGuys™ Obligations**
  - (a) AFP will provide the User with all necessary access codes and passwords to enable the User to access the Website and its existing and other upcoming new features and run its promotion on the signing of this agreement and payment of the set-up fee, if any.
  - (b) AFP shall use its best endeavours to ensure that the Website is operational at all times however, AFP takes no responsibility for, and will not be liable for, the Website being temporarily unavailable due to technical issues beyond its control. Due to the nature of the Internet and electronic communications, AFP and its third party suppliers do not make any warranty that the Website or any associated services will be error free, without interruption or delay, or free from defects in design. AFP will not be liable to the User should the Website or the services or products or promotions supplied through the Website become unavailable, interrupted or delayed for any reason.
3. **User Obligations**
  - (a) The User shall not do any act or thing that may damage the **HelloTechGuys™** brand or bring the brand or AFP into disrepute.
  - (b) The unique URL supplied to the User must only be used by the User for its promotions and the User shall not share, licence, or allow any other person to use the unique URL for the running of promotions. The parties agree that this is an essential term of the agreement and any breach shall enable AFP to terminate the Agreement.



- (c) The User will keep and store all codes and passwords for access to the Website in a secure location and will not divulge such codes or passwords to any other party.
- (d) Payment for use of the Website shall be based on the User accepting the price offer at the time of signing up to HelloTechGuys.com. The User will pay the sums set out in the payment plan to AFP on the dates set out in the payments plan. If full payment is not made on the due date, then without prejudice to any other remedies available to AFP:
  - (i) AFP may cancel or suspend the use of the Website by the User;
  - (ii) Interest on monies overdue shall be charged on a daily basis and be calculated by adding 3% per annum to the overdraft rate payable by AFP to its bankers at the time of and during such default, and interest shall continue to accrue both before and after judgment; and
  - (iii) The User shall be responsible for all costs incurred by AFP in recovering such monies including legal fees (on a solicitor and own client basis), debt collection costs and administrative charges.
- (e) The User shall not disclose any information regarding the operation of the Website or the business model to any third party other than its solicitors and financial adviser or as required by law. The parties agree that this is an essential term of the agreement.
- (f) The User acknowledges that it has no right, title or interest in any copyright, trademarks, software, graphics, get up or other intellectual property used on the Website or in the HelloTechGuys™.com business and will not challenge AFP's rights in such intellectual property.
- (g) The User shall meet all costs of printing any cards, banners or other promotional material used by it in respect of its advertising, use of the Website or any other sales and marketing activity undertaken by them. The User shall not create or use any promotional material that does not conform to the HelloTechGuys™.com specifications as set out by AFP from time to time. AFP shall be entitled to change such specifications by notice to the User and the User shall modify any existing promotional material it uses prior to running any new promotions or draws.

#### **Acceptable Use of the Site and Services**

The user is responsible for the use of this Site and Services, and for any use of the Site or Services made using your account. Our goal is to create a positive and safe experience for all of our users. To promote this goal, we prohibit certain kinds of conduct that may be harmful to other users or to HelloTechGuys™.com

When you use the Site or Services, you agree that you will not:

- (h) violate any law or regulation;



- (i) violate or infringe other people's intellectual property, privacy, publicity, or other legal rights;
- (j) use our Site or Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs or personal contact information of others without their permission;
- (k) transmit anything that is illegal, abusive, defamatory, harassing, harmful to reputation, pornographic, indecent, profane, obscene, hateful, racist, or otherwise objectionable;
- (l) send unsolicited or unauthorized advertising or commercial communications, such as spam;
- (m) stalk, harass, or harm another individual;
- (n) impersonate or misrepresent your affiliation with someone else;
- (o) use any means to "scrape," "crawl," or "spider" any web pages contained in the Site (although HelloTechGuys™.com may allow operators of public search engines to use spiders to index materials from the Site for the sole purpose of creating publicly available searchable indexes of the materials, but not caches or archives of such materials, and HelloTechGuys™.com reserves the right to revoke these capabilities either generally or in specific cases);
- (p) use automated methods to use the Site or Services in a manner that sends more requests to the HelloTechGuys™.com servers in a given period of time than a human can reasonably produce in the same period by using a conventional web browser;
- (q) interfere with or damage our Site or Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- (r) if you are using the Site or Services as an individual consumer user, register for more than one HelloTechGuys™.com account or register for a HelloTechGuys™.com account on behalf of an individual other than yourself, or, if you are using the Site or Services as an organization, register more than one HelloTechGuys™.com account for one user or register for a HelloTechGuys™.com account on behalf of someone outside of your organization;
- (s) recruit or otherwise solicit any user to join third party services or websites that are competitive to HelloTechGuys™.com, without HelloTechGuys™.com's prior written approval;
- (t) use, display, mirror or frame the Site or any individual element within the Site or Services, HelloTechGuys™.com's name, any HelloTechGuys™.com trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without HelloTechGuys™.com's express written consent;
- (u) access, tamper with, or use non-public areas of the Site or Services, HelloTechGuys™.com's computer systems, or the technical delivery systems of HelloTechGuys™.com's providers;
- (v) attempt to probe, scan, or test the vulnerability of any HelloTechGuys™.com system or network or breach any security or authentication measures;



- (w) avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by HelloTechGuys™.com or any of HelloTechGuys™.com's providers or any other third party (including another user) to protect the Site or Services;
- (x) attempt to decipher, decompile, disassemble or reverse-engineer any of the software used to provide the Site or Services, except to the limited extent as may be allowed by the applicable law; or advocate, encourage, or assist any third party in doing any of the foregoing.
- (y) HelloTechGuys™.com will have the right to investigate and prosecute breaches of any of the above to the fullest extent of the law. HelloTechGuys™.com involve and cooperate with law enforcement authorities in prosecuting users who breach these Terms. You acknowledge that HelloTechGuys™.com has no obligation to monitor your access to or use of the Site or Services or to review or edit any User Content, but has the right to do so for the purpose of operating the Site or Services, to ensure your compliance with these Terms, or to comply with the applicable law or the order or requirement of a court, administrative agency or other governmental body. HelloTechGuys™.com reserves the right, at any time and without prior notice, to remove or disable access to any content that HelloTechGuys™.com, at its sole discretion, considers being objectionable for any reason, in violation of these Terms or otherwise harmful to the Site or Services.

#### **4. Website usage**

- (a) Neither AFP nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose.
- (b) The Users use of the Website or any information or materials on the Website is entirely at the Users own risk, for which AFP shall not be liable. It shall be the Users responsibility to ensure that any products, services or information available through the Website meet its specific requirements. In no event will AFP be liable under the law of tort or contract or otherwise for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits or income arising out of, or in connection with, the use of the Website.
- (c) Unauthorized attempts to upload information or change information on the Website, including unauthorized alterations to the wording of any online forms available on the site, are strictly prohibited. Unauthorized interference with the operations and functions of the Website, by electronic or other means, is strictly prohibited. Any attempt to use any information, feature, or other aspect of the site to engage in criminal conduct is prohibited. Any unlawful actions may be subject to criminal prosecution under the Crimes Act 1961, and other criminal laws, and may also result in civil liability.



- (d) Although AFP endeavours to prevent the introduction of viruses or other malicious code (together, 'malicious code') to the Website, it does not guarantee or warrant that the Website, or any data available from it, does not contain malicious code. AFP will not be liable for any damages or harm attributable to malicious code. The User is responsible for ensuring that the process that it employs for accessing this website does not expose its computer system to the risk of interference or damage from malicious code.
- (e) The Website is provided "as is" without warranty of any kind, either expressed or implied.
- (f) AFP reserves the right to add to, modify, or remove the Website or any part thereof or any information, feature, specification, or make changes, corrections, and/or improvements.
- (g) In addition, AFP disclaims to the fullest extent permitted by law any and all liability for damages, costs or expenses incurred directly or indirectly as a result of errors, omissions, discrepancies, in information or materials or Website downtimes.
- (h) The User indemnifies AFP in respect of any loss, damages, costs (including legal costs on a solicitor /client basis) or expenses incurred by AFP in any way in respect of the Users use of the Website.

## **5. General terms**

- (a) **Governing Law:** This agreement, the Users use of the Website, and any dispute arising out of this agreement or the use of the Website shall be governed by and construed in accordance with the laws of New Zealand without giving effect to any choice of law or conflict, provision or rule (whether of New Zealand or any other jurisdiction) that would cause the laws of any jurisdiction other than New Zealand to be applied. The courts of New Zealand shall have non-exclusive jurisdiction to hear and determine any dispute arising in relation to these terms and conditions of use.
- (b) **No partnership/agency:** Nothing in these terms and conditions shall be construed to create a joint venture, partnership or agency relationship between AFP and the User and neither party shall have the right or authority to incur any liability debt or cost or enter into any contracts or other arrangements in the name of or on behalf of the other.
- (c) **No other terms:** Except as expressly stated in these terms and conditions, all warranties, conditions and other terms, whether express or implied, by statute,



common law or otherwise are hereby excluded to the fullest extent permitted by law.

- (d) Assignment: This Agreement is personal to the User and the User may not assign or delegate or otherwise deal with all or any of its rights or obligations under these terms and conditions. AFP shall have the right to assign or otherwise delegate all or any of its rights or obligations under these terms and conditions to any person.
- (e) Force majeure: AFP shall not be liable for any breach of its obligations under these terms and conditions where it is hindered or prevented from carrying out its obligations by any cause outside our reasonable control, including by lightning, fire, flood, extremely severe weather, strike, lock-out, labour dispute, act of God, war, riot, civil commotion, malicious damage, failure of any telecommunications or computer system, compliance with any law, accident (or by any damage caused by any of such events).
- (f) Entire agreement: these terms and conditions (and our Privacy Policy) contains all the terms agreed between the parties regarding its subject matter and supersedes and excludes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to these terms and conditions except as expressly stated in this these terms and conditions.
- (g) No waiver: No waiver by AFP of any default of the User under these terms and conditions shall operate or be construed as a waiver by AFP of any future defaults, whether or a like or different character. No granting of time or other forbearance or indulgence by AFP to the User shall in any way release, discharge or otherwise affect the User's liability under these terms and conditions.
- (h) Notices: Unless otherwise stated within these terms and conditions, notices to be given to either party shall be in writing and shall be delivered by hand, electronic mail (other than, if the User is sending a notice to AFP for the purpose of legal process) sent by fax or by pre-paid post, to the User at the address the User supplied to AFP or to AFP at our registered office.
- (i) Severability: If any provision of these terms and conditions is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed and where capable the validity and enforceability of the remaining provisions of this agreement shall not be affected.
- (j) All any terms and conditions can be changed anytime at the sole discretion by AFP without any notice to User.
- (k) Use of HelloTechGuys™ Website will be deemed as acceptance and execution of this contract by the User.



**EXECUTED**

Dated: 10<sup>th</sup> July 2016