

## Terms and Conditions.

This Agreement applies when we, **processCentral** (“processCentral”) - the brand trading under Point One (Holdings) Limited, agree to provide services and/or access to process hosting facilities via the **processCentral** web interface.

### 1. DEFINITIONS

- a. References in this Agreement to "we" or "us" are to processCentral. In completing the Request for Service, you have told us your legal name and your contact details. You confirm these are correct.
- b. References to "the Customer" refers to you, the customer who has completed our Request for Service.
- c. “Service” is defined in the Agreement as per the service offerings defined in the Request For Service document.
- d. “Hosted Online Solution” or “Knowledge Portal” refers to the managed online web-based service offering co-ordinated within **processCentral**.
- e. “Fee” or “Cost” is defined as the fee payable for the provision of services as defined in the Request For Service document.
- f. “Commencement date” is the date we agree to commence the provision of services as defined in the Request For Service.

### 2. SERVICES PROVIDED

- a. We agree to provide the services as defined in the signed Request For Service and in accordance with this Agreement.
- b. You agree to honour the terms and conditions in this Agreement upon signing of the Request For Service.
- c. You acknowledge that you are responsible for all computer equipment, communications links and Internet access you require to access the hosted online solutions, and for all charges in relation to these.
- d. We will provide discretionary support for the material in and the hosted online environment, subject to the terms and conditions of our third party providers.
- e. Provision of services beyond those outlined in the Request For Service will be upon mutual agreement and in writing.

- f. The number of viewers for the online solution is not restricted unless stipulated as such in the Request for Service. Restricted Viewer access will be monitored from time-to-time and where unauthorised access is detected, remedy will be initiated per sections 11 and 7 of these terms and conditions.

### 3. CALCULATION OF FEES AND OTHER CHARGES

- a. 'On demand' consultation fees are calculated based on the time spent by us in providing the services multiplied by the relevant hourly rate, after the minimum charge has been applied. Unless other stipulated in the signed Request For Service:
  - i) a one hour minimum charge will apply for services in relation to a Knowledge Portal;
  - ii) a four hour minimum charge will apply for consultation-only services.
- b. Disbursements as a result of the work undertaken in the provision of service for you, will be charged separately to the fee. These will be agreed with you in advance of work undertaken wherever possible and practicable.
- c. The hourly rate is applied to all work completed by us on behalf of you, the Customer, inclusive of and not limited to: making phone calls, providing email support, other communications, planning, researching, co-ordinating workshops/calendar invites, and preparing support documentation.
- d. Fees to apply will be set out as per the Request For Service.

### 4. INVOICE ARRANGEMENTS

- a. Invoicing for consulting services will occur at the end of each month with an itemised description of work performed during that month.
- b. Invoices will be payable within 7 working days of the date of the invoice date.

### 5. NON PAYMENT

- a. If you do not pay an invoice sent by us or do not comply with a payment by the 20th of the month following the invoice date or are declared bankrupt or insolvent and unable to pay any outstanding invoice; we may immediately cease services agreed to as per the Request For Service.

### 6. COMMENCEMENT

- a. This Agreement commences on the date as per the Request For Service or as mutually agreed or amended in writing.
- b. This Agreement will continue in force until terminated in accordance with the termination requirements set out herein or until the work period defined in the Request For Service is completed.

### 7. TERMINATION

- a. We may terminate this agreement and stop acting for the company if:
  - i) You do not comply with this Agreement;
  - ii) We form the opinion on reasonable grounds, that mutual confidence and trust do not exist between both parties; or
  - iii) We believe on reasonable grounds that, by continuing to act for you, it may breach the professional conduct and/or safety rules required under law.
- b. This Agreement may be terminated by either you or us:
  - i) By giving 30 days notice in writing;
  - ii) If obligations defined in this Agreement are breached by either party without remedy within 14 days of the breach being notified;
  - iii) Either party is declared bankrupt or placed into liquidation or or has a receiver or statutory manager appointed over any of its assets, or becomes insolvent or ceases to carry on its business or otherwise makes any composition or arrangement with its creditors.
- c. On termination of this Agreement:
  - i) We will provide you access to your hosted data in the standard form we provide for 30 days in order that you make provision to remove this;
  - ii) We can offer to set up and extract your data in the standard form we provide at your cost for our time to perform.

## 8. CONFIDENTIALITY AND OWNERSHIP

Please see our [Privacy Policy](#).

- a. Data, information, process and procedural support information you provide to us is your confidential information. Any such information provided to us in the course of the provision of service will be confidential in nature and not knowingly disclosed unless by express permission from you, unless it is already in the public arena, or we are required to do so by law.
- b. Data, information, process and procedural support information you provide to us is deemed owned by you for the course of the provision of service and beyond.
- c. Process and support information provided to you by us and paid for in the provision of service to you is deemed as owned by you for the course of the provision of service and beyond.
- d. Access to the hosted online solution is by way of the processCentral website, where you are responsible for the security of the password and distribution thereof. You are responsible for payment of any charges arising from the misuse of your login and password. You are

responsible to notify us immediately of any suspect unauthorised use or disclosure of your login and password.

## 9. LIMITATION OF LIABILITY

- a. We are not liable to you, whether in tort, contract or otherwise, for any loss of profits, indirect, special, incidental, consequential or punitive damages (including without limitation, loss of use, loss of data, loss of anticipated savings, loss of goodwill) however caused, arising out of or in connection with your use of our services or this Agreement.
- b. We are not in default or liable to you by reason of any failure or delay in performing our obligations under this Agreement caused by any act or event beyond our reasonable control. In the event of such an event, we will use all reasonable endeavours to resume our obligations under this Agreement as soon as reasonably possible.
- c. All claims under this Agreement must be made within 12 months of the cause of action arising.

## 10. CHARGES AND PAYMENTS

- a. You agree to pay the Knowledge Portal base cost fee and any additional fees or costs payable under these terms and conditions.
- b. We may change our Knowledge Portal base cost fee, additional fees and standard hourly rates from time to time by giving you no less than 30 days' prior written notice.
- c. You agree to pay us the Knowledge Portal cost fee by the agreed method in advance on the agreed monthly or annual basis per the Request For Service. All other fees or costs will be payable in advance or, where provided on a time and costs basis, invoiced monthly in arrears and payable by the 20<sup>th</sup> of the month following the date of invoice.
- d. Extraordinary fees incurred by us due to your data hosting requirements beyond the intended service standard could incur amendment to the base cost. We would inform you of this in writing with a minimum of 30 days advance notice.
- e. If we provide other services such as consultation or process coaching for you, we will tell you how much those services will cost upon request from you (or, where those services are provided on a time and costs basis, we will provide you with a cost estimate).
- f. All fees and other costs payable under this Agreement are exclusive of GST unless otherwise stated, and you will be liable for any GST payable on such fees and costs. We will provide a valid GST invoice for all fees and other costs payable under this Agreement.
- g. If you do not pay any amount payable under this Agreement by the due date for payment, we may charge you interest on the unpaid amount from the due date for payment until the date you pay it. The interest rate will be 5% above our bank's then-standard business overdraft rate.

## 11. DISPUTES

- a. If a dispute arises out of this Agreement, a party may not commence court or arbitration proceedings unless it has complied with the remainder of this clause.
- b. A party claiming a dispute has arisen must give written notice to the other party specifying the nature of the dispute. On receipt of that notice, the parties will use all reasonable endeavours to resolve the dispute by discussion, consultation, negotiation or other informal means.
- c. If the dispute is not resolved within 15 business days of notice being given, either party may commence proceedings against the other party

## 12. GENERAL

- a. Notice may be given to you by email, post or by way of any contact details you have provided us. Any communication by email or fax is deemed to be received when transmitted to the correct email or fax address of the recipient. Communication in writing is deemed to be received 5 days after posting, or when left at the specified address.
- b. New Zealand law governs this Agreement. New Zealand courts have the exclusive jurisdiction over this Agreement. If you wish to bring a claim against us, you must do so in a New Zealand court.
- c. This Agreement constitutes the entire agreement between us in relation to the services offered at [processCentral.co](https://processcentral.co).