

# Amazing Business Limited – Terms of Service

## 1. TERMS

1.1 Unless we, Amazing Business Limited, expressly agree otherwise, these terms apply to all goods and services ("Services") that we supply to you, our customer.

1.2 These terms, together with any specific terms and conditions that apply to a particular service and any applicable policies and procedures as published on [www.amazingbusiness.co.nz](http://www.amazingbusiness.co.nz), form the contract between you and us in relation to the Services.

## 2. ACCEPTANCE

2.1 Orders for Services will be accepted once we have provided you with written confirmation of acceptance of your order and, where a deposit or payment in advance is required, we have received such payment from you.

## 3. PRICE

3.1 The prices for Services will be stated in writing or agreed to orally at the time you order them. If no price is stated in writing or agreed to orally, the Services shall be deemed to be provided at the current amount as such Services are provided by us at the time of the contract.

3.2 Unless we otherwise agree, all prices for Services are in New Zealand dollars and are exclusive of all taxes, duties and any applicable shipping charges. You agree to be responsible for payment of all import duties, tariffs or other levies.

## 4. PAYMENT

4.1 Unless otherwise agreed, payment for Services shall be made in full at the time of order or for subscription Services, paid monthly in advance.

4.2 If you do not pay for the Services on time then without prejudice to any other rights or remedies we have, we may do any or all of the following:

4.2.1 suspend provision of the Services until the outstanding amount is paid;

4.2.2 refer your account to a debt collection agency for enforcement; and

4.2.3 charge interest on all amounts owed at the rate of 2% per month calculated on a daily basis from the due date for payment until the date payment is made.

## 5. WARRANTIES

5.1 We will provide the Services in a proper and professional manner and with reasonable care and skill.

5.2 The actual results achievable by the Services in your business depends on variables we cannot control (you, for instance). While we have taken reasonable care to ensure that the concepts, ideas and plans comprising the Services are accurate and have been proven to work, we do not guarantee that the Services will always provide results equivalent to those achieved in other businesses. Therefore, except as provided in clause 5.1, all conditions and warranties, express or implied, are excluded to the maximum allowed by law.

5.3 Any third party goods or services provided as part of the Services are provided "AS IS" and without any warranty or guarantee other than those (if any) from the third party supplier. You agree that we will have no liability to you (however arising) in respect of your purchase or use of such goods or services. We may receive a commission or other benefit from such third party suppliers in relation to any such goods or services purchased by you.

## 6. MONEY BACK GUARANTEE

6.1 Some of our Services come with a money back Guarantee. If you are not satisfied with the Services, you may follow the instructions for claiming a refund. We will refund the purchase price (less any applicable postage and packaging charges) where you request a refund in accordance with the applicable guarantee policy. Refunds will not be given outside of the guarantee period.

## 7. CONSUMER GUARANTEES ACT

7.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where you acquire Services from us for the purposes of a business in terms of section 2 and 43 of that Act.

## 8. INTELLECTUAL PROPERTY

8.1 All third party intellectual property licensed or otherwise provided to you as part of the Services (if any) is subject to the terms, conditions and restrictions (if any) required by that third party owner and provided to you. You agree to comply with all such terms, conditions and restrictions.

8.2 All intellectual property that we own, together with all modifications or developments made by us in connection with the Services (collectively, "Our Intellectual Property") will be and remain our property. Except as provided in clause 8.1, you will obtain no rights or interests in Our Intellectual Property. In particular, you may not copy, redistribute or otherwise use Our Intellectual Property without our prior written consent.

8.3 We grant to you a single, royalty-free, non-exclusive, and non-transferable licence to Our Intellectual Property, subject to any limitations or restrictions on that right required by third parties, to enable you to access, possess and use Our Intellectual Property solely for the purposes of using the Services. Unless we provide otherwise, this licence will terminate when we cease to provide the Services to you.

8.4 Any new intellectual property created by us in connection with the Services will be owned by us.

8.5 Subject to the restrictions on the use of confidential information under clause 11.4, we will be entitled to use the ideas, concepts, tools, methodologies and know how gained by us as a result of performing the Services for other applications.

## 9. LIABILITY

9.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon us which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on us, our liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute. In all other cases, you agree that our sole liability to you in relation to Services you are not satisfied with is to refund your money in accordance with any applicable guarantee/return policy.

9.2 Except as otherwise provided by clause 9 we shall not be liable for any loss or damage of any kind whatsoever, arising from the supply of Services by us to you or the results you achieve from your use of the Services, including consequential or indirect loss nor any loss of profits, revenue, business opportunity, goodwill and/or anticipated savings whether suffered or incurred by you or another person and whether in contract or tort (including negligence) or otherwise.

## 10. TERMINATION

10.1 Unless a fixed term for the Services has been agreed, either of you or us may terminate Services at any time by giving one month's prior written notice to the other.

10.2 We may terminate the Services immediately if you have breached these terms and/or any payment you owe to us is more than 10 days overdue.

10.3 On termination, we may be regarded as discharged from any further obligation to provide the Services.

10.4 Termination or cancellation of Services shall not relieve either party from any right, liability, or claim that has accrued before the date of termination or cancellation. The provisions of Clauses 8 and 9 will continue to apply in respect of any such terminated or cancelled Services.

## 11. COLLECTION AND USE OF INFORMATION

11.1 You authorise us to collect, retain and use any information about you, for the purposes of providing the Services, assessing your credit worthiness, enforcing any rights under this contract, or marketing any Services provided by us to any other party.

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- 11.2 You authorise us to disclose any information obtained to any person for the purposes set out in clause 11.1.
- 11.3 Where you are a natural person the authorities under clauses 11.1 and 11.2 are authorities or consents for the purposes of the Privacy Act 1993.
- 11.4 Notwithstanding clauses 11.1 and 11.2, we will not disclose any confidential information about your business to any other person unless we are required to do so by law.
- 12. MISCELLANEOUS**
- 12.1 Unless you otherwise request in writing, you consent to receiving e-mail, fax and other communications from us providing you with information about us, the Services and other goods and services that we think may be of interest to you.
- 12.2 We may contract with third parties to promote and advertise our Services ("Affiliates"). Such Affiliates may receive a commission or other benefit in relation to any Services you purchase from us. You consent to such payments and benefits.
- 12.3 If at any time any provision of these terms is or becomes illegal or unenforceable neither the legal validity nor enforceability of the remaining provisions shall in any way be affected or impaired.
- 12.4 No delay or omission by either party to exercise any right or power under these terms or a Statement of Work will impair such right or power or be construed to be a waiver of it. A waiver (which must be in writing) by any party of any covenant to be performed by the other party or any breach of such covenant will not be construed to be a waiver of any succeeding breach of that covenant or of any other covenant in these terms.
- 12.5 We will not be liable for delay or failure to perform our obligations if the cause of the delay or failure is beyond our control.
- 12.6 These terms and the provision of Services shall be governed by New Zealand law and you and we each agree to submit to the non-exclusive jurisdiction of the courts of New Zealand.