

Get Results Limited Terms and Conditions

These Terms and Conditions apply to the use of this web site, including the purchase of any goods, products or services (together, the Services) supplied to you by Get Results. By using this web site for these or any other purposes, you agree to be bound by these Terms and Conditions. If you do not accept these Terms and Conditions, you must refrain from using the web site.

In these Terms and Conditions, Get Results is Get Results Limited and the Subscriber is any legal person using a Get Results website or purchasing Services from Get Results.

General

1. The Subscriber is required to:
 1. Comply with all applicable laws, regulations, standards and codes, including in particular (but not limited to) the Privacy Act 1993, the Fair Trading Act 1986, the Copyright Act 1994, the Defamation Act 1992 and the Crimes Act 1961.
 2. Use the Services for lawful purposes only. Transmission or storage of any information, data or material in violation of any New Zealand law is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secret or other statute. The Subscriber agrees to indemnify and hold harmless Get Results from any claims resulting from the use of the service which damages the Subscriber or any other parties.
 3. NOTE: Pornography and sex-related merchandising are prohibited on any Get Results server. Get Results will be the sole arbiter as to what constitutes a violation of this provision.
 4. NOTE: Spamming, or the sending of unsolicited email, from a Get Results server or using an email address that is maintained on a Get Results machine is STRICTLY prohibited. Get Results will be the sole arbiter as to what constitutes a violation of this provision.
 5. Ensure that all information provided to us is current and correct.
 6. Ensure that all people who use the Services provided to the Subscriber or via the

Subscriber's account also complies with these Terms and Conditions.

7. Maintain the confidentiality of the Subscriber's user name, login, password, and any other account information and/or identifier provided to the Subscriber in relation to the Services. The Subscriber accepts complete responsibility for all use of his/her/its account and of the Subscriber's identifier(s), and Get Results is entitled to rely entirely upon use of any password or other identifier as evidence of the Subscriber's identity and authority.
2. These Terms and Conditions constitute the entire agreement between Get Results and the Subscriber and it is expressly agreed that there are no other understandings, representations of warranties of any kind (either express or implied) forming part of the contract between Get Results and the Subscriber. In particular:
 1. No condition advised by the Subscriber which is inconsistent with, qualifies, or is contrary to these Terms and Conditions shall have any effect unless that condition is expressly accepted in writing by Get Results.
 2. No variation or waiver of these Terms and Conditions shall have any effect unless accepted in writing by Get Results.
3. Any Subscriber with access to other networks connected to Get Results must comply with the rules appropriate for that other network.
4. By using the Services the Subscriber certifies that he or she is at least 18 years of age.

Payment

5. The Subscriber agrees to pay for the Services provided to the Subscriber or under his/her/its account, regardless of whether it is the Subscriber or someone else who uses them.
6. Payment is due upon receipt of invoice. All payments must be in NZ dollars and withdrawable at a NZ bank. Accounts are in default if payment is not received within 30 days after date of invoice. If a Subscriber's cheque is returned by the bank as unredeemable, the Subscriber will be deemed to be in default, and will be liable for a "returned cheque" charge of \$25.00.
7. Accounts unpaid 30 days after date of invoice may have their service interrupted. Such interruption does not relieve the Subscriber from the obligation to pay the monthly charge.

Only a written request to terminate the service relieves the Subscriber of obligation to pay the monthly account charge from the date of such request.

8. Accounts in default are subject to a late payment charge of \$25 and an interest charge of 1.5% per month on the outstanding balance. The Subscriber agrees to pay Get Results its reasonable expenses, including solicitor and collection agency fees, incurred in enforcing its rights under these Terms and Conditions.
9. No deduction or set-off against any amount due is permitted.
10. Get Results reserves the right to change rates and prices by notifying the Subscriber 15 days in advance of the effective date of the change.
11. All files, information and mail under the account will be preserved for 15 days from the date the payment is due. If the payment is not received after 15 days, all files, information and mail under the account will be deleted. If the Subscriber wishes to use the service again, the Subscriber must re-apply as a new subscriber. For this, an activation fee will be required.

Use of Accounts

12. The Subscriber agrees that Get Results has the right to delete all data, files or other information that is stored in the Subscriber's account if the Subscriber's account with Get Results is terminated, for any reason, by either Get Results or the Subscriber.
13. System accounts cannot be transferred or used by anyone other than the Subscriber.
14. No more than one login session may be used at any time by the Subscriber or any system account. If the Subscriber has multiple accounts, the Subscriber is limited to one login session per system account at any time. User programs may be run only during login sessions. Accounts which have been transferred to other parties, or show other activity in violation of this paragraph, or paragraph (13) herein, are subject to immediate cancellation.
15. Get Results exercises no control whatsoever over the content of the information passing through Get Results.

Termination

16. Where the Subscriber is in default or Get Results has reasonable grounds to believe the Subscriber is in default under and provision of these Terms and Conditions, Get Results

may suspend or terminate the provision of Services to the Subscriber. If Get Results suspends Services pursuant to this clause, the Subscriber shall be notified as to the reason for the suspension.

17. The services provided by Get Results may be cancelled at any time by Get Results without penalty provided one month's written notice is given to the subscriber.
18. The Services provided by Get Results may be cancelled at any time by the Subscriber (unless any other specific additional contract terms have been entered into between the Parties) by giving Get Results at least one month's written notice. For the avoidance of doubt the deemed termination date of services will be the later of one month from the date that written notice has been received by Get Results and the date when services had been previously contracted and paid up to.

Refunds

19. Any refund or overpayment claim must be received by Get Results within one (1) month from the date of termination of services per the above Termination clauses. No refunds will be given for claims outside of this period. Accordingly please ensure that any direct credit instructions are terminated at the time your service is terminated as this is your responsibility.
20. Refunds for over-payments or against credit notes issued subsequent to payment of invoices pre termination of services will be paid or offset against future supply as soon as practicable by Get Results.

Warranties

21.
 1. Get Results makes no warranties of any kind, whether expressed or implied. Get Results will not be responsible for any damage suffered. This includes loss of data resulting from delays, non-deliveries, miss-deliveries, or service interruptions. Use of any information obtained via Get Results is at the Subscriber's own risk. Get Results specifically denies any responsibility for the accuracy or quality of information obtained through its services.
 2. To the maximum extent permitted by law all terms, warranties or representations, whether statutory or otherwise and whether express or implied, oral or written as

to the state, merchantability, quality, fitness for purpose or fitness of the services and its maintenance are hereby excluded.

Exclusion of Liability

22.

1. Any defect in the Services or in its maintenance shall not entitle the Subscriber to immediate cancellation of this contract.
2. Without limiting the other terms of this contract, the Subscriber's sole remedy against Get Results shall be limited to breach of contract and Get Results's sole and total liability for any such claim shall be limited to, at the option of Get Results, either the re-supply of the Services or the amount of the current monthly Subscriber's Levies for the month during which the breach allegedly occurred.
1. Subject only to Get Results's liability for breach of contract (if any) pursuant to clause 18(b) above, Get Results will not be liable to the Subscriber for any claim for breach of contract, breach of statute or breach of duty in tort (including negligence) or for any claim in equity or otherwise at law for any losses or damages whether general, exemplary, punitive, direct, indirect or consequential (including any claim for loss of profits) however caused which may be suffered or incurred by the Subscriber or any third person or which may arise directly or indirectly out of or in respect of this contractor the services (or its maintenance) or by reason of any act or omission on the part of Get Results to comply with its obligations under this contract.
2. Notwithstanding anything herein contained or implied no employee, agent or director of Get Results will be liable to the Subscriber for any breach of duty or care in contract, tort, equity or otherwise in relation to the performance of obligations under this contract or in relation to the subject matter of this contract.
3. The Consumer Guarantees Act 1993 will not apply where the Subscriber acquires (or hold itself out as acquiring) Services for the purposes of a business as defined in that Act.
4. This clause shall survive termination of this contract.

Copyright

23. Get Results's logos, product and service names are the property of Get Results Limited. Copyright is asserted in all the contents of this web site (including text, graphics, logos,

icons, sound recordings and software) and all promotional material produced by or on behalf of Get Results. Except as expressly authorised by these Terms and Conditions, the customer may not in any form or by any means:

1. adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of this web site; or
2. commercialise any information, products or services obtained from any part of this web site without Get Results's written permission.

24. Relationship of the Parties

1. The Subscriber warrants it has not relied on any representation made by or on behalf of Get Results which has not been expressly stated in these Terms and Conditions; or upon any publicity material or brochures produced by or on behalf of Get Results.
2. These Terms and Conditions constitute the complete and exclusive understanding between the parties in relation to the subject matter hereof and supersedes all prior contracts, proposals, communications and representations made by either party (whether oral or written) and these Terms and Conditions may only be modified if such modification is in writing and signed by a duly authorised representative of each party. These Terms and Conditions shall prevail over any inconsistent terms and conditions in any other contract between the parties whether in correspondence or otherwise and any conditions or stipulations to the contrary are hereby excluded and extinguished. Except as otherwise expressly stated in these Terms and Conditions, neither party has any other responsibility or obligation to the other.

25. Non Waiver: Failure by any party to enforce any right or obligation with respect to any matter arising in connection with these Terms and Conditions shall not constitute a waiver as to that matter or any other matter either then or in the future. Any waiver of any right or obligation under these Terms and Conditions shall only be of any force and effect if such waiver is in writing and is expressly stated to be a waiver of a specified right or obligation under this contract.

Force Majeure

26. Get Results shall not be liable to the Subscriber or to any other person for any loss or damage directly or indirectly arising out of or in connection with any failure to perform any

term of these Terms and Conditions where such failure is caused directly or indirectly by an act of God, fire, armed conflict, labour dispute, civil commotion, intervention of a government, inability to obtain labour, materials or facilities and accidents, interruptions of, or delay in transportation, or any other cause outside of Get Results's reasonable control.

Severability

27. Should any provision of these Terms and Conditions be held to be illegal, invalid, or unenforceable by a court law, the legality, validity and enforceability of the remaining provisions of these Terms and Conditions shall remain unaffected thereby unless otherwise stated.

Proper Law

28. These Terms and Conditions shall be governed by New Zealand law. The Subscriber agrees to submit to the exclusive jurisdiction of the New Zealand courts.

Amendments to Terms and Conditions

29. Get Results reserves the right to amend these Terms and Conditions from time to time. Amendments will be effective immediately upon notification on this web site. The Subscriber's continued use of the web site or the Services following such notification will represent an agreement by the Subscriber to be bound by the Terms and Conditions as amended.

Linked Web Sites

30. This web site may contain links to other web sites (linked web sites). Those links are provided for convenience only and may not remain current or be maintained.

31. Get Results is not responsible for the content or privacy practices associated with linked web sites.

32. Links with linked web sites should not be construed as an endorsement, approval or recommendation by Get Results of the owners or operators of those linked web sites, or of any information, graphics, materials, products or services referred to or contained on

those linked web sites, unless and to the extent stipulated to the contrary.

Privacy Policy

33. Get Results undertakes to comply with the terms of its privacy policy which is available on this web site.
34. The Subscriber is aware of his/her/its rights under the Privacy Act 1993 to have access to personal information held by Get Results and to request correction to the information and to be informed of action taken in response to any such request and/ or to request that there be attached to the information a statement which the Subscriber can supply to Get Results relating to the fact that the Subscriber has requested a correction. The Subscriber agrees to pay Get Results the reasonable charges requested by Get Results in relation to time and attendances involved in complying with the Subscriber's request in this regard.

Security of Information

35. No data transmission over the internet can be guaranteed as totally secure. While Get Results strives to protect such information, Get Results does not warrant and cannot ensure the security of any information which the Subscriber transmits to Get Results. Accordingly, any information which the Subscriber transmits to Get Results is transmitted at the Subscriber's own risk. Nevertheless, once Get Results receives the Subscriber's transmission, Get Results will take reasonable steps to preserve the security of such information.