

# Terms and Conditions

Welcome to MTwo.

Thanks for using our services ("Services"). The Services are provided by MTwo ("COMPANY NAME"), located at 2/289 Colombo Street, Sydenham, Christchurch, 8023

By using our Services, you are agreeing to these terms. Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the <http://www.mtwo.co.nz> (the "Service") operated by MTwo ("us", "we", or "our").

Our Services are very diverse, so sometimes additional terms or product requirements may apply. Additional terms will be available with the relevant Services, and those additional terms become part of your agreement with us if you use those Services.

## Terminology

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer notice, and any or all Agreements: "Client", "You" and "Your" refer to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We" and "Us" refer to our Company. "Party", "Parties" or "Us" refers to both the Customer and ourselves, or either the Customer or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether through formal meetings of a fixed duration, or by any other means, with the express purpose of meeting the Client's needs in terms of providing the Company's declared services, in accordance with and subject to applicable NZ laws. Any use of the above terminology or other words in the singular, plural, capital letters and/or plural, and/or these terms, is considered interchangeable and therefore a reference to them.

## Using our Services

You must follow any policies made available to you within the Services. Don't misuse our Services. For example, don't interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use our Services only as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. You may not use content from our Services unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our Services. Don't remove, obscure, or alter any legal notices displayed in or along with our Services.

In connection with your use of the Services, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications.

## Privacy Statement

We are committed to protecting your privacy. MTwo's privacy policies explain how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that MTwo can use such data in accordance with our privacy policies.

Only authorized employees within the company who, in the course of their duties, can access and use information collected from individual customers.

We are constantly reviewing our systems and data to ensure the best possible service to our customers. Government authorities have created specific offences for unauthorized actions against computer systems and data. We will investigate such actions with a view to bringing legal action and/or civil action for damages against those responsible.

### **Purchases**

If you wish to purchase any service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase.

### **Subscriptions**

The Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring monthly bases.

### **Software in our Services**

When a Service requires or includes downloadable software, this software may update automatically on your device once a new version or feature is available. Some Services may let you adjust your automatic update settings.

MTwo gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by MTwo as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by MTwo, in the manner permitted by these terms. You may not copy, modify, distribute, sell, or lease any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission.

### **Disclaimer**

### **Exclusions and Limitations**

The information contained on this website is provided on an "as is" basis. To the fullest extent permitted by law, this company:

- excludes all representations and warranties with respect to this website and its content or that are or may be provided by affiliates or any other third party, including with respect to any inaccuracy or omission in this website and/or the Company's documentation; and
- excludes any liability for damages arising out of or in connection with your use of this website. MTwo, and MTwo's suppliers and distributors, will not be responsible for lost profits, revenues, or data, financial losses or indirect, special, consequential, exemplary, punitive damages or damage caused to your computer, computer software, systems and programs and data relating thereto or any other direct or indirect, consequential or incidental damages.

## **Liability for our Services**

To the extent permitted by law, the total liability of MTwo, and its suppliers and distributors, for any claims under these terms, including for any implied warranties, is limited to the amount you paid us to use the Services.

In all cases, MTwo, and its suppliers and distributors, will not be liable for any loss or damage that is not reasonably foreseeable.

However, this company does not exclude liability for death or personal injury caused by its negligence. The above exclusions and limitations apply only to the extent permitted by law. We recognize that in some countries, you might have legal rights as a consumer. None of your legal rights as a consumer are affected waived by contract.

## **Business uses of our Services**

If you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify MTwo and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

## **Cancellation Policy**

A minimum of 1 calendar month's notice of cancellation is required. Such notice may be given, by email, text message and/or fax, and will be accepted subject to written confirmation. We reserve the right to charge a cancellation fee to cover any administrative costs.

## **Modifying and Terminating our Services**

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether.

The Customer and MTwo have the right to terminate any Service Agreement for any reason whatsoever, including the termination of services already in progress. MTwo may also stop providing Services to you or add or create new limits to our Services at any time.

## **Refunds Policy**

No refund will be offered when a service is deemed to have commenced and is, for all intents and purposes, in progress.

## **Log Files**

We use IP addresses to analyse trends, administer the site, track user's movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. Additionally, for systems administration, detecting usage patterns and troubleshooting purposes, our web servers automatically log standard access information including browser type, access times/open mail, URL requested, and referral URL. This information is not shared with third parties and is used only within this Company

on a need-to-know basis. Any individually identifiable information related to this data will never be used in any way different to that stated above without your explicit permission.

### **Cookies**

Like most interactive websites, this Company's website uses cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate partners may also use cookies.

### **Links others website**

Our Service may contain links to third-party web sites or services that are not owned or controlled by MTwo.

MTwo has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. The opinions expressed or material appearing on these websites are not necessarily shared or endorsed by us and should not be considered as the publisher of such opinions or material. Please note that we are not responsible for the privacy practices or content of these sites. We encourage our users to be aware when they leave our site and to read the privacy statements of these sites.

You should evaluate the security and reliability of any other site linked to or accessed through this site before disclosing any personal information to them. This company will not accept any liability for any loss or damage, in any manner whatsoever, regardless of the cause, resulting from your disclosure of personal information to third parties.

You further acknowledge and agree that MTwo. shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

### **Links to this website**

You may not create a link to a page on this website without our prior written consent. If you link to any page on this website, you do so at your own risk and the exclusions and limitations set out above apply to your use of this website.

### **Copyright Notice**

Copyright and other relevant intellectual property rights exist on all text relating to the Company's services and the full content of this website. This Company's logo is a registered trademark of this Company in the United Kingdom and other countries. The brand names and specific services of this Company featured on this web site are trade marked

### **Force Majeure**

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not

limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

### **Waiver**

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

### **About these Terms**

We reserve the right to modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly.

If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.

These terms control the relationship between MTwo and you. They do not create any third-party beneficiary rights.

If you do not comply with these terms, and we don't act right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

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- excludes any liability for damages arising out of or in connection with your use of this website. MTwo, and MTwo's suppliers and distributors, will not be responsible for lost profits, revenues, or data, financial losses or indirect, special, consequential, exemplary, punitive damages or damage caused to your computer, computer software, systems and programs and data relating thereto or any other direct or indirect, consequential or incidental damages.

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However, this company does not exclude liability for death or personal injury caused by its negligence. The above exclusions and limitations apply only to the extent permitted by law. We recognize that in some countries, you might have legal rights as a consumer. None of your legal rights as a consumer are affected waived by contract.

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You should evaluate the security and reliability of any other site linked to or accessed through this site before disclosing any personal information to them. This company will not accept any liability for any loss or damage, in any manner whatsoever, regardless of the cause, resulting from your disclosure of personal information to third parties.

You further acknowledge and agree that MTwo. shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

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### **Waiver**

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

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