

Terms and Conditions of Trade

Version 24.1

1. Definitions

In these conditions unless the context otherwise requires:

- Company means: OpSys Solutions Ltd, Potter Building Services Ltd & Potter Systems Ltd
- Client means the person or company buying / requesting goods and/or services from the Company.
- Products and/or services mean the products and/or services being purchased by the Client from the Company.
- Contract means the contract between the Company and the client for the purchase of the goods and/ or Services and subject to these Terms and Conditions.
- Contract price means the price as agreed between the client and the Company.
- PPSA means the Personal Property Securities Act 1999.

2. Quotation

The Client may request a Quotation from the Company setting out the price and quantity of the Goods to be supplied. If the Quotation is acceptable to the Client, the Client may place an order within an acceptable timeframe. Please note the Quotation validity date.

3. Acceptance

If any instruction is received by the Company from the Client for the supply of products and/or services, the Client automatically acknowledges acceptance of the terms and conditions contained herein. Upon acceptance of these terms and conditions by the Client, the terms and conditions are definitive and binding.

4. Terms and Conditions

These terms and conditions and any subsequent terms and conditions issued by the Company shall apply to all orders for goods and/or the services made by the Client after the date and time at which these conditions are first delivered or sent by email or facsimile to, or otherwise brought to the notice of, any employee, staff member or representative of the Client. It shall be the Client's responsibility to ensure that these conditions are promptly brought to the attention of the appropriate staff of the Client, and accordingly any order made by the Client after the date and time described above in this clause shall be deemed to be an acceptance of these conditions.

5. User Authentication

- 5.1. OpSys Solutions Ltd offers Single Sign-On (SSO) functionality to streamline your login experience. SSO allows you to authenticate using credentials from selected third-party identity providers such as Google, Microsoft, and Facebook.
- 5.2. By using SSO, you agree to comply with the terms of service of the respective identity providers.
- 5.3. You are responsible for maintaining the security of your third-party account credentials and ensuring that these credentials are not shared or misused.

6. Price

- 6.1. The Price shall be as indicated on quotes and invoices provided by the Company to the Client in respect of products and/ or services supplied; or
- 6.2. The Price shall be the price of the Company's current price at the date of delivery of any goods.
- 6.3. The Company reserves the right to implement a surcharge for alterations (variation orders) to specifications of products after the order has been placed.
- 6.4. The price shall be increased by the amount of any GST and other taxes and duties, which may be applicable, except to the extent that such tax is expressly included in any quotation given by the Company.

7. Payment and Consequences of Default

- 7.1. The method of payment will be made by cash or by direct credit (preferred method), or by any other method as agreed to between the Client and the Company.
- 7.2. (New Zealand Clients ONLY) Time for payment for the Goods and/or services shall be of the essence and unless otherwise stated on the invoice, quotation tender documents, work authorisation forms, work commencement forms or any other order forms, shall be made not later than the 20th day of the month following purchase of the Goods or delivery of services. (Other Clients) All other clients will pay at time of invoicing.
- 7.3. Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Company's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 7.4. Where any overdue amount is referred to an external agency for collection, in addition to penalties per 6.3 above, the Company will also be entitled to recover all costs incurred in or associated with the recovery of any monies owed.
- 7.5. Without prejudice to any other remedies the Company may have, if at any time the Client is in breach of any obligation (including those relating to payment), the Company may suspend or terminate the supply of Goods and/ or services to the Client and any of its other obligations under these terms and conditions. The Company will not be liable to the Client for any loss or damage the Client suffers because the Company exercised its rights under this clause.
- 7.6. In the event that:
- (a) any money payable to the Company becomes overdue, or in the Company's opinion the Client will be unable to meet its payments as they fall due; or
 - (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client; then without prejudice to the Company's other remedies at law

the Company shall be entitled to cancel all or any part of any order of the Client that remains unperformed in addition to, and without prejudice to any other remedies; and all amounts owing to the Company shall, whether or not due for payment, immediately become payable.

8. PPSA

- 8.1. Upon approving the Company's quotation the Client assents to these terms and conditions as well as acknowledges these terms and conditions as a security agreement for the purposes of the PPSA:
- (a) a security interest is taken in all Goods previously supplied by the Company to the Client (if any) and all Goods that will be supplied in the future by the Company to the Client.
- 8.2. The Client undertakes to:
- (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Company may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
 - (b) indemnify, and upon demand reimburse, the Company for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby;
 - (c) not register a financing change statement or a change demand without the prior written consent of the Company; and
 - (d) Immediately advise the Company of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 8.3. The Company and the Client agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
- 8.4. The Client waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.

Unless otherwise agreed to in writing by the Company, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA

9. Dispute Resolution

The Company will endeavour to resolve any dispute between the Client and itself without the need for Court proceedings. Any such attempt is without legal prejudice.

10. Ownership & Reservation of Title

Ownership and title of the goods remains with the Company until the purchased price and all other monies owing by the Client, under the contract or any other contract to the Company, have been paid in full.

11. Set Off

The Client will not set off or recoup any invoiced amounts or portion thereof against sums that are due or may become due from The Company, its affiliates, or other divisions.

12. Warranty

The Company warrants that it will repair or make good any defects in the goods, within a 12-month warranty period on goods, if written notice of the claim is received by the Company within seven (7) days from the date of faulty goods. No claim shall be accepted under such warranty if any attempt to repair the defective goods is made by any person not authorised by the Company, or if the defective goods have been modified or incorrectly stored, maintained or used. If the Company elects to repair or replace any defective goods, such work shall be undertaken at such place as the Company may reasonably specify and the Client shall be responsible at its cost and risk for shipment of the defective goods to the place specified. Any Products repaired or replaced under Warranty are warranted only for the unexpired portion of the original warranty period. Products that are normally considered Consumable Products are not covered under this warranty

THE WARRANTIES HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER STATUTORY OR IMPLIED WARRANTIES. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF A FAILURE OF ANY PRODUCT TO WHICH THIS WARRANTY APPLIES.

13. Excusable Delay or Nonperformance

The Company will not be liable to The Client for any failure to meet its obligations due to any cause beyond its reasonable control including, but not limited to: government embargoes or any other government acts that interfere with performance; blockades; seizure or freeze of assets; delays or refusals to grant an export license or the suspension or revocation thereof; fires, floods, severe weather conditions; any other acts of God, quarantines or regional medical crisis; labor strikes or lockouts; riots, strife, insurrection, civil disobedience, armed conflict, terrorism or war, declared or not or impending threat of any of the foregoing, if reasonably expected to cause injury to people or property; and shortages or inability to obtain materials or components. The due date of any performance affected by such an event will be extended by the period of time that it is actually delayed. If the inability to perform continues for longer than 6 months, either party may terminate the affected Order by providing written notice to the other party

The Company accepts no liability in respect to delay claims where that claim arises either wholly or in part out of the conduct of the Client or Principal being instrumental in bringing about the delay to which any claim arises. The due date of any works affected by any such delay will be extended by the period of time that the Company is actually delayed

14. Limitation of Liability

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY LOSS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF REVENUES OF ANY KIND WHATSOEVER SUFFERED BY THE Client AS A RESULT OF ANY BREACH OF ANY OF THE COMPANY'S OBLIGATIONS UNDER THE CONTRACT, INCLUDING ANY CANCELLATION OF THE CONTRACT OR ANY NEGLIGENCE ON THE PART OF THE COMPANY, ITS SERVANTS, AGENTS OR CONTRACTORS, NOR SHALL THE COMPANY BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY CAUSED TO THE Client'S SERVANTS, AGENTS, CONTRACTORS, ClientS, VISITORS, TENANTS, TRESPASSERS OR OTHER PERSONS. THE Client SHALL INDEMNIFY THE COMPANY AGAINST ANY CLAIM BY ANY SUCH PERSON. ANY LIABILITY FOR DAMAGES UNDER THIS ORDER SHALL BE LIMITED TO THE ORDER PRICE FOR THE PARTICULAR PRODUCT THAT GIVES RISE TO THE CLAIM

14.1. ACCURACY OF DATA AND SYSTEM INTEGRATION

14.1.1. **Accuracy of Data:**

OpSys Solutions Ltd. makes no representations or warranties regarding the accuracy, reliability, or completeness of any data created, stored, or processed by the 7NOX system. While we strive to ensure the highest level of accuracy, we cannot guarantee that the data will be error-free or that any identified errors will be corrected.

14.1.2. **Integration with Traditional Systems:**

The 7NOX system is designed to be used via a web browser or the 7NOX app. Any integration with traditional manual or "push button" systems is not natively supported by 7NOX. Therefore, OpSys Solutions Ltd. cannot guarantee the accuracy of data, including timestamps and user information, collected through these traditional after-hours scheduling systems.

14.1.3. **Liability for Data Accuracy:**

OpSys Solutions Ltd. shall not be liable for any inaccuracies, errors, or corruption in data that may arise from the use of or integration with the 7NOX system. The client acknowledges that all data inputs and sources, whether automated, manual, or external, are subject to potential discrepancies, and any resulting data issues shall not be the responsibility of OpSys Solutions Ltd. This includes, but is not limited to, any inaccuracies arising from third-party hardware, software, or processes utilized in conjunction with the 7NOX system.

14.2. THIRD PARTY AND SSO

14.2.1. You are responsible for maintaining the security of your third-party account credentials used for SSO. Ensure you comply with the terms of service of your identity provider and report any suspicious activity related to your account immediately.

14.2.2. OpSys Solutions Ltd is not liable for any breaches or issues arising from the use of third-party identity providers for SSO.

14.2.3. Your use of SSO is at your own risk, and OpSys Solutions Ltd disclaims any responsibility for actions taken by these providers.

15. Intellectual Property Rights

The Client acknowledges that all intellectual Property ownership rights relating to services or to Products provided under this Contract, or to their manufacture, belong to The Company. The contractual relationship between The Company and the Client only confers on the Client a right to use the Products and confers no rights to either modify or reproduce any Product supplied.

16. Frustration

If this Contract or any part of it shall become impossible to perform or otherwise frustrated The Company shall be entitled to a fair and reasonable proportion of the price in respect of any work done up to the date the contract becomes frustrated and for this purpose any moneys previously paid by the Client shall be retained by The Company as against the sum due to The Company under this provision

17. Assignment

Neither Party shall assign any rights nor delegate any obligations under this Contract or any portion thereof without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

18. Assignment

Neither Party shall assign any rights nor delegate any obligations under this Contract or any portion thereof without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

19. Waiver

The failure of either party to enforce at any time any of the provisions of this Contract shall not be construed to constitute a continuing waiver of any provisions hereunder, nor will any such failure prejudice the right of such party to take any action in the future to enforce any provisions hereunder.

20. Remedies

All remedies available to the Company in this Contract are in addition to, and in no way limit, any other rights and remedies that may be available to the Company at law or in equity.

21. Survival

All provisions of this Contract which by their nature should apply beyond its term including, but not limited to, Pricing, Warranty, Indemnification, Confidentiality and Intellectual Property, Setoff, Applicable Law and Survival will remain in force following termination or expiration.

22. Applicable Law

This Contract shall be governed by the Laws of New Zealand.



7NOX Service and Websites

1. Definitions

By registering to use the Service you acknowledge that You have read and understood these Terms and have the authority to act on behalf of any person for whom You are using the Service. You are deemed to have agreed to these Terms on behalf of any entity for whom you use the Service.

- **“Agreement”** means these Terms of Use.
- **“Fee”** means the monthly or yearly fee (excluding any taxes and duties) payable by You in accordance with the Fee Schedule.
- **“Confidential Information”** includes all information exchanged between the parties to this Agreement, whether in writing, electronically or orally, including the Service but does not include information which is, or becomes, publicly available other than through unauthorised disclosure by the other party.
- **“Data”** means any data inputted by You or with Your authority into the Website.
- **“Fee Schedule”** means the information relating to subscriptions and billing set out on the 7NOX subscriptions and billing pages on the Website, or any other page(s) on the Website notified by 7NOX, which may be updated or amended by 7NOX from time to time.
- **“Intellectual Property Right”** means any patent, trademark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.
- **“Service”** means the web-based afterhours air conditioning booking system/licence made available (as may be changed or updated from time to time by 7NOX) via the Website.
- **“Website”** means the Internet site at the domain 7NOX.com or any other site operated by 7NOX.
- **“7NOX”** means 7NOX which is a product of OpSys Solutions Limited.
- **“Invited User”** means any person or entity, other than the Subscriber, that uses the Service with the authorisation of the Subscriber from time to time.
- **“Subscriber”** means the person who registers to use the Service, and, where the context permits, includes any entity on whose behalf that person registers to use the Service.
- **“You”** means the Subscriber, and where the context permits, an Invited User. “Your” has a corresponding meaning.
- **“SSO”** means Single Sign-On, a service that allows a user to use one set of login credentials to access multiple applications.
- **“Partner”** means any customer who benefits from discounted pricing, dedicated services, and/or exclusive support.
- **“Identity Provider”** means a third-party service (e.g., Google, Microsoft, Facebook) that provides user authentication services for SSO.

2. Use of Software

7NOX grants You the right, after payment of licence fee, to download a licence to use the Service. This right is non-exclusive, non-transferable, and limited by and subject to this Agreement. You acknowledge and agree that, subject to any applicable written agreement between the Subscriber and the Invited Users, or any other applicable laws:

- 2.1. the Subscriber determines who is an Invited User and what level of user role access to the relevant organization and Service that Invited User has;
- 2.2. the Subscriber is responsible for all Invited Users' use of the Service;
- 2.3. the Subscriber controls each Invited User's level of access to the relevant organization and Service at all times and can revoke or change an Invited User's access, or level of access, at any time and for any reason, in which case that person or entity will cease to be an Invited User or shall have that different level of access, as the case may be;
- 2.4. if there is any dispute between a Subscriber and an Invited User regarding access to any organization or Service, the Subscriber shall decide what access or level of access to the relevant Data or Service that Invited User shall have, if any.

3. Your Obligations

3.1. Payment obligations:

An invoice for the Fee will be issued in accordance with the details set out in the Fee Schedule and has to be paid by direct debit. 7NOX will continue invoicing You in accordance with the Fee Schedule until this Agreement is terminated in accordance with clause 7.

All 7NOX invoices will be sent to You, or to a Billing Contact whose details are provided by You, by email. Payment of all amounts specified in an invoice must be paid in accordance with the Fee Schedule. You are responsible for payment of all taxes and duties in addition to the Fee.

3.2. General obligations:

You must only use the Service for Your own lawful internal business purposes, in accordance with these Terms and any notice sent by 7NOX or condition posted on the Website. You may use the Service on behalf of others or in order to provide services to others but if You do so you must ensure that You are authorized to do so and that all persons for whom or to whom services are provided comply with and accept all terms of this Agreement that apply to You.

3.3. Access conditions:

3.3.1. You must ensure that all usernames and passwords required to access the Service are kept secure and confidential. You must immediately notify 7NOX of any unauthorized use of Your passwords or any other breach of security and 7NOX will reset Your password and You must take all other actions that 7NOX reasonably deems necessary to maintain or enhance the security of 7NOX's computing systems and networks and Your access to the Services.

3.3.2. As a condition of these Terms, when accessing and using the Services, You must:

- not attempt to undermine the security or integrity of 7NOX's computing systems or networks or, where the Services are hosted by a third party, that third party's computing systems and networks;
- not use, or misuse, the Services in any way which may impair the functionality of the Services, or other systems used to deliver the Services or impair the ability of any other user to use the Services;
- not attempt to gain unauthorized access to any materials other than those to which You have been given express permission to access or to the computer system on which the Services are hosted;
- not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Services.

3.4. Indemnity:

You indemnify 7NOX against: all claims, costs, damage and loss arising from Your breach of any of these Terms or any obligation You may have to 7NOX, including (but not limited to) any costs relating to the recovery of any Fees that are due but have not been paid by You.

4. Confidentiality and Privacy

4.1. Confidentiality

Unless the relevant party has the prior written consent of the other or unless required to do so by law:

4.1.1. Each party will preserve the confidentiality of all Confidential Information of the other obtained in connection with these Terms. Neither party will, without the prior written consent of the other, disclose or make any Confidential Information available to any person, or use the same for its own benefit, other than as contemplated by these Terms.

4.1.2. Each party's obligations under this clause will survive termination of these Terms.

4.1.3. The provisions of clauses 4.1.1 and 4.1.2 shall not apply to any information which:

- is or becomes public knowledge other than by a breach of this clause;
- is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or
- is independently developed without access to the Confidential Information.

4.2. Data Privacy and Security

- 4.2.1 When you log in using SSO, OpSys Solutions Ltd may collect and store personal information from your identity provider, including your name, email address, and profile picture. This information is used solely to authenticate your identity and enhance your user experience.
- 4.2.2 OpSys Solutions Ltd is committed to protecting your data and complies with all relevant data protection regulations.
- 4.2.3 The company is not responsible for any breaches or issues that occur due to the identity provider's security measures or policies.

5. Intellectual Property

5.1. General

Title to, and all Intellectual Property Rights in the Services and any documentation relating to the Services remain the property of 7NOX (or its licensors).

5.2. Ownership of Data

Title to, and all Intellectual Property Rights in, the Data remain Your property. However, Your access to the Data is contingent on full payment of the 7NOX Fee when due.

5.3. Backup of Data

You must maintain copies of all Data inputted into the Service. 7NOX adheres to its best practice policies and procedures to prevent data loss, including a daily system data back-up regime, but does not make any guarantees that there will be no loss of Data. 7NOX expressly excludes liability for any loss of Data no matter how it is caused.

5.4. Intellectual Property Rights

If You enable third-party applications for use in conjunction with the Services, You acknowledge that 7NOX may allow the providers of those third-party applications to access Your Data as required for the interoperation of such third-party applications with the Services. 7NOX shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by third-party application providers.

OpSys Solutions Ltd integrates with third-party identity providers for SSO functionality. By using SSO, you acknowledge and agree to the terms and conditions of these providers.

The company is not responsible for any actions or policies of these third-party services.

6. Warranties and Acknowledgements

6.1. Authority

You warrant that where You have registered to use the Service on behalf of another person, You have the authority to agree to these Terms on behalf of that person and agree that by registering to use the Service You bind the person on whose behalf You act to the performance of any and all obligations that You become subject to by virtue of these Terms, without limiting Your own personal obligations under these Terms.

6.2. Acknowledgement

You acknowledge that:

- 6.2.1. You are authorized to use the Services.
- 6.2.2. 7NOX has no responsibility to any person other than You and nothing in this Agreement confers, or purports to confer, a benefit on any person other than You. If You use the Services on behalf of or for the benefit of anyone other than yourself (whether a body corporate or otherwise) you agree that:
- You are responsible for ensuring that You have the right to do so;
 - You are responsible for authorizing any person who is given access to information or Data, and you agree that 7NOX has no obligation to provide any person access to such information or Data without Your authorization and may refer any requests for information to You to address; and
 - You will indemnify 7NOX against any claims or loss relating to:
 - 7NOX's refusal to provide any person access to Your information or Data in accordance with these Terms,
 - 7NOX's making available information or Data to any person with Your authorization.
- 6.2.3. The provision of, access to, and use of, the Services is on an "as is" basis and at Your own risk.
- 6.2.4. 7NOX does not warrant that the use of the Service will be uninterrupted or error free. 7NOX is not in any way responsible for any such interference or prevention of Your access or use of the Services.

6.2.5. It is Your sole responsibility to determine that the Services meet the needs of Your business and are suitable for the purposes for which they are used.

6.2.6. You remain solely responsible to check that storage of and access to your Data via the licence will comply with laws applicable to you.

6.3. No warranties

7NOX gives no warranty about the Services. Without limiting the foregoing, 7NOX does not warrant that the Services will meet Your requirements or that it will be suitable for any particular purpose. To avoid doubt, all implied conditions or warranties are excluded in so far as is permitted by law, including (without limitation) warranties of merchantability, fitness for purpose, title and non-infringement.

6.4. Consumer guarantees

You warrant and represent that You are acquiring the right to access and use the Services for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees, or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Services, the Website or these Terms.

6.5. Limitation of Liability

6.5.1. To the maximum extent permitted by law, 7NOX excludes all liability and responsibility to You (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss of information, Data, profits and savings) or damage resulting, directly or indirectly, from any use of, or reliance on, or the Service.

6.5.2. If You suffer loss or damage as a result of 7NOX's negligence or failure to comply with these Terms, any claim by You against 7NOX arising from 7NOX's negligence or failure will be limited in respect of any one incident, or series of connected incidents, to the Fees paid by You in the previous 12 months.

6.5.3. If You are not satisfied with the Service, Your sole and exclusive remedy is to terminate these Terms in accordance with Clause 8.

7. Termination

7.1. Trial policy

When You first sign up for one of the DEMO options You can evaluate the Services under the defined trial usage conditions, with no obligation to continue to use the Services. After 30 days the trial will end and automatically switch off. If You choose to continue using the Services thereafter, You will have to choose the license option that applies to You and You will be billed when You first add Your billing details into the Services, as set out in more detail in the Fee Schedule.

7.2. Prepaid Subscriptions

7NOX will not provide any refund for any remaining prepaid period for a prepaid Fee subscription.

7.3. No-fault termination

These Terms will continue for the period covered by the Fee paid or payable under clause 3.1. At the end of each billing period these Terms will automatically continue for another period of the same duration as that period, provided You continue to pay the prescribed Fee in accordance with the Fee Schedule, unless either party terminates these Terms by giving at least one month's advance written notice. If You elect to terminate these Terms by providing one month's advance written notice, You shall be liable to pay all relevant Fees up to and including the day of termination of these Terms.

7.4. Breach:

If You:

7.4.1. breach any of these Terms and do not remedy the breach within 14 days after receiving notice of the breach if the breach is capable of being remedied;

7.4.2. breach any of these Terms and the breach is not capable of being remedied (which includes (without limitation) any breach of clause 3.1 or any payment of Fees that are not paid in full in accordance with the requirements set out in the Fee Schedule); or

7.4.3. You or Your business become insolvent, or Your business goes into liquidation or has a receiver or manager appointed of any of its assets or if You become insolvent, or make any arrangement with Your creditors, or become subject to any similar insolvency event in any jurisdiction, 7NOX may take any or all of the following actions, at its sole discretion:

7.4.4. Terminate this Agreement and Your use of the Services;

7.4.5. Suspend for any definite or indefinite period of time, Your use of the Services and the Website;

7.4.6. For the avoidance of doubt, if payment of any invoice for Fees due in relation to any of Your Billing Contacts, Billing Plans or of Your Organization is not made in accordance with the requirements set out in the Fee Schedule, 7NOX may: suspend or terminate Your use of the Service, the authority for all or any of Your Organizations to use the Service, or Your rights of access to all or any Data.

7.5. Accrued Rights:

Termination of these Terms is without prejudice to any rights and obligations of the parties accrued up to and including the date of termination. On termination of this Agreement You will:

- 7.5.1. remain liable for any accrued charges and amounts which become due for payment before or after termination; and
- 7.5.2. immediately cease to use the Services.

7.6. Expiry or termination:

Clauses 3.1, 3.4, 4, 5, 6, 7, 8 and 10 survive the expiry or termination of these Terms.

8. Account Management

- 8.1. You can manage your linked accounts through our app's settings. If you choose to unlink your SSO account, you may need to create a separate username and password to continue using our services.
- 8.2. If you have any issues with account management, please contact info@opsyssolutions.com for assistance

9. Partnership Program

9.1. Partnership Overview

OpSys Solutions Ltd offers a tiered Partnership Program for partners to benefit from discounted pricing, dedicated services, and exclusive support. Partners who join the program gain access to volume discounts based on the number of sites they license and may qualify for additional benefits depending on their partnership level.

9.2. Partnership Levels

There are three levels of partnership within the 7NOX Partnership Program:

1. Silver:
 - Partners who license between 11 and 20 sites receive a 10% discount off the retail price for all licenses.
2. Gold:
 - Partners who license between 21 and 50 sites receive a 20% discount off the retail price for all sites.
 - Free dedicated 7NOX instance for the duration of the active subscription.
3. Platinum:
 - Partners who license 51 or more sites receive a 30% discount off the retail price for all sites.
 - Free dedicated 7NOX instance for the duration of the active subscription.
 - Priority consideration for custom feature requests (limited to five per annum, at the discretion of the 7NOX team).

9.3. Custom Feature Requests (Platinum Partners Only)

Platinum partners may submit up to five custom feature requests per annum. All requests will be subject to review and evaluation by the 7NOX development team.

- Submission of a feature request does not guarantee that the feature will be developed or implemented.
- The 7NOX team will assess each request based on its potential benefit, feasibility, and alignment with the 7NOX platform's overall roadmap.
- The decision to proceed with any request is entirely at the discretion of the 7NOX team.
- If a request is not actioned, no compensation or adjustments to the partnership benefits will be made.

9.4. Dedicated 7NOX Instance

Gold and Platinum partners are entitled to a free dedicated instance of the 7NOX Portal. This instance is provided at no additional cost as long as the partner's subscription remains active. If the subscription is canceled or becomes inactive for any reason, access to the dedicated instance will be revoked.

Silver partners can opt to purchase a dedicated instance of the 7NOX Portal for an additional fee, which will be outlined separately in their agreement.

9.5. Partner Responsibilities

Partners are responsible for ensuring the accurate and lawful use of 7NOX products and services at each licensed site. All terms and conditions applicable to 7NOX licenses must be adhered to, including but not limited to confidentiality, data protection, and use of intellectual property.

9.6. OpSys Solutions' Role

OpSys Solutions Ltd will provide technical support, access to a dedicated 7NOX instance for qualifying partners, and ongoing service enhancements. Platinum partners will receive priority consideration for custom feature development requests, subject to the limitations outlined above.

9.7. Termination of Partnership

The Partnership Program can be terminated by either party with 30 days' written notice. If the Partner fails to meet the minimum number of licensed sites to maintain their level, OpSys Solutions reserves the right to adjust the partner's discount level accordingly.

9.8. Confidentiality and Data Sharing

Partners agree to maintain the confidentiality of any proprietary information shared as part of the partnership. Any exchange of data between the parties must comply with applicable laws and the terms outlined in Section 4 of these Terms and Conditions.

9.9. Dispute Resolution

In the event of a dispute regarding the Partnership Program, both parties agree to resolve the issue in accordance with the Dispute Resolution process outlined in Section 8 of these Terms and Conditions.

10. Technical Support Calls

10.1. Technical Support/Protocols:

- 10.1.1. 7NOX offers technical support for 7NOX customers from 9:00 a.m. to 5:00 p.m., Monday through Friday, and 24/7 support for emergencies. An "emergency" is defined as any situation that exists after the Client follows the protocol (see Sec 8.1.2.) by making a reasonable effort to investigate and diagnose the issue AND is a situation that requires immediate response.
- 10.1.2. You must make all reasonable efforts to investigate and diagnose technical support calls from Tenants/Users before contacting 7NOX support services. To ensure You can make a reasonable attempt, familiarize yourself with the resources on the 7NOX website Training Page. If you need help with training topics or tasks, please reach out at support@7nox.com and we will schedule a call with You.
- 10.1.3. The Service Call Centre and customer service emails are for Your technical or training issues only.
- 10.1.4. You must not refer Tenants/Users to any 7NOX technical support services unless no solution can be found. This applies to any calls on weekends and/or after 7NOX business hours. 7NOX is under contract with You, not your Tenants or Users.
- 10.1.5. You must follow tech support protocol. The Company reserves the right to charge You for any technical support given if it deems that support protocols were not followed or abused.
- 10.1.6. Service Call Protocol:
 - 1. Tenant/User contacts You with technical support request.
 - 2. You take the Tenant/User's information and record the issue.
 - 3. You make a reasonable attempt to resolve the issue.
 - 4. If you still can't resolve the issue....
 - a. Ring the Call Centre or email the Company at support@7nox.com.
 - b. We will try and resolve the issue and/or reach out for more information from You and/or the Tenant/User.

11. General

11.1. Entire agreement:

These Terms, together with the 7NOX Privacy Policy and the terms of any other notices or instructions given to You under these Terms of Use, supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between You and 7NOX relating to the Services and the other matters dealt with in these Terms.

11.2. Waiver:

If either party waives any breach of these Terms, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

11.3. Delays:

Neither party will be liable for any delay or failure in performance of its obligations under these Terms if the delay or failure is due to any cause outside its reasonable control. This clause does not apply to any obligation to pay money.

11.4. No Assignment:

You may not assign or transfer any rights to any other person without 7NOX's prior written consent.

11.5. Governing law and jurisdiction:

This Agreement shall be governed by the Laws of New Zealand.

11.6. Severability:

If any part or provision of these Terms is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remainder of this Agreement will be binding on the parties.

11.7. Notices:

Any notice given under these Terms by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to 7NOX must be sent to info@opsyssolutions.com or to any other email address notified by email to You by 7NOX. Notices to You will be sent to the email address which You provided when setting up Your access to the Service.

12. Right of Third Parties

A person who is not a party to these Terms has no right to benefit under or to enforce any term of these Terms.

12.1 Consumers:

7NOX is not intended for consumer use (i.e., use for personal, family or household purposes).