

CLENSAFE LIMITED

TERMS AND CONDITIONS

Services

The Services that Cleensafe Limited ("Cleensafe") will provide to you, the Customer, are as outlined on our website and as agreed between us ("the Services").

Cleensafe provide support to customers by phone, email and via its app Safety Work Kits ("the App") to assist customers in resolving health and safety issues and to assist them in using the tools we provide.

Terms and Conditions

These Terms and Conditions record the conditions under which Cleensafe will provide the Services to the Customer ("the Agreement")

Payment

Cleensafe will issue an invoice to the Customer before providing any goods and services. Cleensafe invoices are payable by the due date stated on the invoice.

If more than two device ID's are used per membership, Cleensafe reserves the right to issue additional charges for continued access to the App.

Payment may be made by electronic banking unless otherwise agreed.

If an invoice is not paid, Cleensafe reserve the right to:

- (a) Terminate access to the App for any Customer subscriptions with overdue payments of 20 days or more.
- (b) Terminate membership to any subscriptions for any Customers with overdue payments of 90 days or more.

Cancellation

Either party may terminate this engagement at any time. If this engagement is terminated the Customer must pay to Cleensafe all fees due up to the date of termination and all expenses incurred up to that date.

Service Delivery

Cleensafe may deliver its Services to the Customer by any means of communication it deems necessary, including but not limited to, in person, telephone, email, via the App Software, or hardware.

Intellectual Property

All rights, title and interest in and to Cleensafe's intellectual property are and shall remain the property of Cleensafe and the Customer shall have no rights or interests therein.

Cleensafe's intellectual property includes, but is not limited to, all processes, techniques, methodologies, precedents or materials used and/or provided by Cleensafe in the course of providing the Services including but not limited to anything used in the App.

Indemnity

The Customer shall indemnify Cleensafe and any of its agents, employees, contractors, directors and officers from and against any and all claims, liabilities, losses, proceedings, costs and expenses resulting from, arising out of or in connection with any act or failure to act on the Customer's part, including any of the Customer's agents, employees, contractors, directors and officers in connection with or arising out of this Agreement or the breach of any term of this Agreement.

Limitation of Liability

Cleensafe and any of its agents, employees, contractors, directors and officers shall not be held liable to the Customer in respect of any loss, consequence or damage incurred by the Customer (or any person related to the Customer) for the Customer choosing to use all or part of the Services offered by Cleensafe as an aid in addressing their health and safety obligations. Cleensafe's services are offered as a guide only in addressing health and safety obligations.

Confidentiality

Cleensafe will hold in confidence all information concerning the Customer and the Customer's affairs which Cleensafe acquires during the course of providing the Services. Cleensafe will not disclose any of this information to any other party without the Customer's consent, except to the extent necessary to enable Cleensafe to carry out any instructions from the Customer and/or to the extent required by law.

Notwithstanding the above, where a Customer is a Franchisee, Cleensafe retains the right to disclose information to the Franchisor to the extent necessary to enable Cleensafe to carry out any instructions and/or when requested to by the Franchisor.

General

These terms apply to any current engagement and any future engagement, whether or not we send you another copy of them. Our relationship with you is governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction.