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For the purposes of trialling the product suitability for a company, you will be required to provide a limited amount of information to Digital Revolution Limited. Digital Revolution is under no obligation

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- If a free trial, after a limit of 50 documents processed, the product may not continue to function without the client upgrading to a paid version.
- If then upgraded to a paid license level, there will be no minimum term based on time.
- or any other date as agreed in writing by Digital Revolution Limited

7.2. Should you become insolvent, this agreement is automatically terminated and our obligation to maintain your data is limited to the period for which License has been paid. No refunds will be payable. Access to such data by authorised outside parties shall be determined by our legal advice and the governing law at the time.

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## **9. PAYMENT TERMS**

**9.1.** End of Trial period (<50 docs) you then choose the plan most suitable for the number of documents you process per month

**9.2.** At month end, any extra documents processed will be billed at a fee per document as shown under your plan (see Plan Pricing) , auto-billed on credit card.

**9.3.** If client is over/well under # of documents per month for plan chosen, client will to be offered option to change up or down to most suitable and economical plan

**9.4.** All billing to be auto recurring invoices unless client logs in and terminates subscription minimum 5 working days prior to month end, or we have the option to manually terminate for them

**9.5.** Any payment failure (i.e. CC rejected) to be limited to 15 days remaining activation, with 3 x reminder notices being generated during that period.

1st: on initial rejection of payment method

2nd:at 10 days

3rd:at 12 days, warning of data generation and processing being turned off in 2 days before data generation is turned off. (automatically) document data processed to that date will be saved

**9.6.** Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.

**9.7.** Any expenses, disbursements and legal costs incurred by Digital Revolution Limited in the enforcement of any rights contained in this Agreement shall be paid by the Client, including any reasonable solicitor's fees or debt collection agency fees.

**9.8** Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is settled in full.

## **10. LIMIT OF LIABILITY**

**10.1.** In no event will Digital Revolution Limited be liable to licensee or any party for – without limitation – any loss of use; interruption of business; or any direct; indirect; special; incidental; exemplary or punitive or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract; tort (including negligence); strict product liability or otherwise; whether arising out of the use or inability to use the licensed software (including but not limited to loss of data or data being rendered inaccurate or losses sustained by licensee or third parties or a failure of the beta licensed software to operate with any other programs), even if inventive designers has been advised of the possibility of such damages.

### **10.2.** Indemnity

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

## **11. SERVICE**



11.1. While it is intended that service connection should be available 24/7, it is possible we may not be available to assist immediately. If so we will respond as soon as we can either via email or phone as per your request.

11.2. Technical issues – Should technical issues arise, please initially refer to the Technical Videos on the website. Most issues should be covered.

**12. GOVERNING LAW AND CHOICE OF FORUM**

12.1. This Agreement shall be governed by and interpreted in accordance with the laws of New Zealand. Any claim or dispute arising in connection with this Agreement shall be resolved in the competent courts of Auckland, New Zealand.

**13. THIS ENTIRE AGREEMENT**

13.1. This Agreement is a legal agreement and constitutes the complete and exclusive agreement between Licensee and Digital Revolution Limited with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral or written communications, proposals, representations, understandings, or agreements not specifically incorporated herein. This Agreement may not be amended except in a writing duly signed by Licensee and an authorized representative of Digital Revolution Limited.

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..... We accept the terms of this agreement.

For Licensee Company:.....

Name:..... Signature:.....

For Digital Revolution Limited

Name:.....Signature:.....

Date:.....