

Cashmanager ONLINE Terms of Use

IMPORTANT: By clicking the “I Agree” button, you confirm to us that you agree to the following terms.

This is a legal agreement between you and CRS Software Limited of Masterton, New Zealand (referred to as “**CRS Software**”, “**we**”, “**us**” and “**our**” in these terms). If you are agreeing to these terms on behalf of a company or other legal entity, you represent that you have the authority to bind that company or entity to this Agreement, in which case references to “**you**” and “**your**” are references to that company or entity. If you do not agree to these terms, or do not have the authority mentioned above, you are not permitted to use the Services (as defined below).

This agreement applies to all software and services that CRS Software supplies or makes available to you in relation to the Cashmanager RURAL ONLINE and Cashmanager CRT ONLINE service.

1. Definitions

We’ve used definitions in these terms to make them easier to read. Some of the key definitions are set out below and apply unless the context requires otherwise:

- “**Account Data**” means any information, data or files that any Authorised User inputs or uploads to the Online Services or CRS Application or that is imported from a third party as part of the Online Services (for example, importing transaction information from a bank).
- “**Account Owner**” means the person or entity that has agreed to these terms and pays for the subscription to the Services.
- “**Applications**” means the CRS Application and Third Party Applications.
- “**Authorised Users**” means the user or users that are authorised, and have been invited, to access and use the Online Services under the Account Owners’ subscription to the Services.
- “**CRS Application**” means the Cashmanager ONLINE software and related documentation that we supply or make available to you to install and use in connection with the Services, including all Releases.
- “**CRS Software Technology**” means the Online Services, CRS Application and Website (including their user interface, design, and “look and feel”), any ideas, software, know-how, processes, techniques, software, hardware or materials underlying any of the foregoing, and any other tangible or intangible things that we supply or make available to you in relation to the Services or CRS Application.
- “**Online Services**” means the Cashmanager ONLINE services (including documentation) accessible to Authorised Users via the CRS Application and the Internet.
- “**Release**” means any new version, release, update, bug fix, or modification to the CRS Application that we supply or make available to you.
- “**Services**” mean any and all of the Online Services and Support Services.
- “**Support Services**” means the services detailed in the Support Terms.
- “**Support Terms**” means the Cashmanager ONLINE Support Terms, which can be viewed on the Website.
- “**Third Party Applications**” means any software that we supply or make available to you (whether or not as part of the CRS Application) that is licensed to you by a third party and is subject to its own terms and conditions.
- “**Website**” means the website where you first registered to use the Online Services, or any other replacement to that website that we notify you of.

2. These terms apply to Account Owners and Authorised Users

Some of these terms apply to either Account Owners or Authorised Users only, and the rest of these terms apply to both. If you are not an Account Owner or Authorised User then you are not permitted to use the Services or Applications. To avoid doubt, you could be both an Account Owner and Authorised User for the purposes of these terms.

3. Support Terms

By agreeing to these terms you also agree to the Support Terms which form part of this agreement between you and us. If there is any conflict between the Support Terms and these terms, these terms take priority.

4. Your right to use the Services if you are an Account Owner

This section 4 applies if you are an Account Owner.

So long as your subscription is current and you comply with these terms, we grant you the right for Authorised Users to access and use the Services for your own lawful internal business purposes in the manner we make those Services available from time to time.

This right is not exclusive to you and cannot be transferred by you to anyone else. This right is limited by these terms (including our rights to end the Services or this agreement) and any notices and limitations so advised.

Except for the right set out above, you are not granted any other rights in relation to the Services.

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Your subscription to the Services automatically renews for consecutive one month periods until it is ended by you or us pursuant to these terms.

5. Your right to use the Services if you are an Authorised User

This section 5 applies if you are an Authorised User.

So long as the Account Owner's subscription is current, their agreement with us has not ended, and you comply with these terms, we grant you the right to access and use the Services for the lawful internal business purposes of the Account Owner only, in the manner we make those Services available from time to time.

This right is not exclusive to you and cannot be transferred by you to anyone else. This right is limited by these terms (including our rights to end the Services or this agreement) and any notices and limitations so advised.

Except for the right set out above, you are not granted any other rights in relation to the Services.

6. Your right to use the CRS Application

Your use of the Online Services is dependent on the proper use of the CRS Application and Third Party Applications. Please note that the CRS Application requires an active connection to the Internet to operate properly. If you lose that connection, or it is otherwise unsatisfactory, you will be prevented from properly using the CRS Application.

So long as you comply with these terms we grant you the right to install and use the object code version of the CRS Application in conjunction with the Online Services, for the lawful internal business purposes of the Account Owner only during the term of their subscription to the Services, and in accordance with these terms. You are not granted any other rights in relation to the CRS Application. This right is not exclusive to you and cannot be transferred by you to anyone else. This right is limited by these terms (including our rights to end the Services or this agreement) and any notices and limitations so advised.

You must:

- not hire out, license, lease, lend, distribute, resell, sell on, sublicense, make subject to a security interest, or otherwise transfer, provide or make available to any person all or any portion of the CRS Application (including any previous Releases);
- not modify, copy, create works based on, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of all or any portion of the CRS Application except to the extent expressly permitted by applicable law; and
- comply with all of our directions in relation to the CRS Application.

This section 6 does not apply to any Third Party Applications (see section 7 below).

7. Third Party Applications have their own terms

We do not licence the Third Party Applications to you as they are subject to their own terms and conditions. These terms and conditions either accompany the Third Party Applications (for example, any end user license agreement you are presented with as part of the installation process) or we will notify you of them. You agree to comply with all such terms and conditions.

The CRS Application contains TurboPower Abbrevia, which is a Third Party Application. TurboPower Abbrevia is subject to the Mozilla Public License Version 1.1 ("MPL"). The source code of TurboPower Abbrevia is available at <http://sourceforge.net> under the terms of the MPL. The MPL may be read at <http://www.mozilla.org/MPL/>. CRS Software has not modified the TurboPower software. The terms of this agreement (including the warranty, support, and liability obligations) are offered by CRS Software alone.

8. Account Data

We do not own Account Data. So, you grant to us and our suppliers and contractors the right to use, modify and copy Account Data solely for the purpose of providing the Services and otherwise in relation to these terms.

While we endeavour to keep Account Data secure we do not promise that it is completely secure or recoverable or will never be lost or damaged.

If you are the Account Owner and this agreement ends, or you cease to subscribe to the Service, we will provide you with a copy of the Account Data in a format that works with the then current version of the Online Services. We cannot guarantee, and do not promise, that any copy of Account Data will work with any other versions of the Online Services.

We will keep Account Data for at least 3 months after the end of this Agreement or any of the Services. At the end of that 3 month period we may delete the Account Data.

9. Your responsibilities

It is your responsibility to:

- if you are the Account Owner, pay all of the relevant subscription and other charges related to the Services at the times and in the way specified;

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- make sure you access and use the Services and Applications in a reasonable and proper manner and never in a way that breaks any laws or regulations or infringes our or anyone else's rights;
- comply with all our directions and restrictions regarding the use of the Services;
- make sure your use of the Services and Applications, and anything you do or control, never impairs CRS Software Technology or the use of the Services or Applications by our other customers;
- never attempt to undermine the security or integrity of CRS Software Technology, circumvent any restrictions we place on your use of the Services or Applications, or obtain access to any part of CRS Software Technology that we have not expressly given you permission to access;
- make sure all user ID, codes and passwords are kept confidential and secure and are properly used (and immediately tell us whenever you have reason to believe that this hasn't happened or there has been any breach of security);
- make sure that Account Data that you input or upload is free of anything illegal or offensive, any viruses and anything else that could have a detrimental affect on us or CRS Software Technology; and
- install each Release as soon as is reasonably possible;

10. Disclaimers

As part of the Online Services certain pre-coded transactions may be made available to you. These transactions may not have been correctly coded and we are not liable in any way if that has happened. It is your responsibility, and not ours, to make sure that transactions are correctly coded.

The Services and Applications are provided to you by us on an "as is" and "as available" basis, and your use of them is at your own risk. We do not promise that they will be secure, reliable, free of defects, errors or viruses or always available (including at a certain speed), or that all problems can or will be corrected. This is in part because of the reliance of the Online Services on software, systems and networks that are not owned or controlled by us.

Sometimes the Services will be unavailable or your use will be limited because of maintenance or other work that is being undertaken.

All express and implied warranties, representations and conditions in relation to the Services and Applications are excluded to the fullest extent permitted by law, including any warranties as to non-infringement, satisfactory quality or fitness for a particular purpose.

You represent to us that your access and use of the Services and Applications is for the purposes of a business and so you agree that the guarantees and remedies provided in the Consumer Guarantees Act 1993 do not apply to the Services, CRS Application or this agreement.

If you use the Services in Australia, then despite any other provision of this agreement, where any Australian Act implies any term into this agreement, and that Act avoids or prohibits provisions in a contract excluding or modifying such term, that term shall be deemed to be included in this agreement, but our liability for breach of that term shall be limited in one or more of the ways (at our option) permitted by section 68A(1) of the Trade Practices Act 1974 (Cth).

We are not your accountant and the Services and Applications are not a substitute for getting professional accounting advice.

11. Changes to the Services and fees

We may, at our sole discretion, delete, replace, add to or otherwise amend the whole, or any part of, the Services or Applications at any time without notice to you.

We may also, from time to time, change the fees we charge for the Services and/or Applications. If you are the Account Owner and don't agree to the new fees you may within one month of the change in fees end your subscription by telling us in writing at least 5 days beforehand.

12. These terms may change

From time to time we may make changes to these terms. When this happens we will try to give you at least 5 days' notice in writing before any changes take effect (and we can do this by posting a notice on the Website) and/or you will be given the option of confirming your agreement to a new version of the terms on the Website or as part of installing the CRS Application. If you have not already accepted the changes, any use by you of the Services or CRS Application after the new version of these terms has been posted on the Website confirms that you accept the changes. If you do not accept the changes then you are no longer permitted to use the Services or CRS Application. Any other changes to these terms must be in writing and signed by one of our authorised representatives.

13. Our intellectual property

We alone (and/or our providers where applicable) own and shall retain all rights, title and interest, including intellectual property rights, in CRS Software Technology and, as they are created, any changes or improvements to Technology made by or for us, you or anyone else. Your limited right to use CRS Software Technology is set out in sections 4, 5, 6 and/or 7 (as applicable).

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Our trademarks, logos and business, product and domain names are also owned by us alone and you are not granted any rights or interests in any of them.

14. Our Confidential information

You must keep confidential and secure all information that you receive from us that we tell you is confidential (for example, by a confidentiality notice in a document), that is by its nature confidential or is otherwise of a commercially sensitive nature. You may only disclose this information if you are required by law to do so.

15. Restricting, suspending and ending the Services

Either you or us may end the Services and/or this agreement at any time for any reason by telling the other in writing at least 5 business days beforehand.

We may end this agreement and/or your use of any of the Services at any time without notice to you if breach any of these terms or any Authorised User or Account Owner (as applicable) breaches the terms of their agreement with us. We may also immediately end, suspend, restrict, or monitor your access and use of the Services, Applications or Account Data at any time without notice to you if required by law or if we consider it necessary or desirable to do so to protect our proper interests or the interests of anyone else.

Taking any of the steps above does not limit any other rights or remedies that may be available to us.

Whenever and however the Services or this agreement ends, if you are an Account Owner you still have to pay the fees for the month that you are in at the time the Services end.

Any outstanding fees and amounts are due and payable by you on the date the Services end.

Ending this Agreement or any of the Services ends any rights you have been granted under sections 4, 5, 6 and 7 but does not affect sections 1, 13, 14, 15, 16 and 17 (which will continue to operate) or any rights or remedies that have accrued beforehand.

16. Indemnity

You fully indemnify us against (and must pay us at our request for) any losses, expenses, damages, liabilities and costs that we suffer or incur as a result of or related to any use of the Services, or anything you do or do not do (including any breach by you of these terms), including any expenses we incur in exercising whatever rights we may have against you.

17. Liability

We, and our suppliers, contractors, directors, employees and agents ("**Our Personnel**"), will not be liable to you or any third party for any loss or damage to information or data (including Account Data), breach of security or privacy, loss of profit, revenue, opportunity or saving, failure in the supply of the Services or Applications, or any incidental, indirect, special or consequential loss or damage.

If we or Our Personnel are liable to you for any reason, and for any reason we have not been able to exclude that liability under these terms, then the maximum aggregate liability of us and Our Personnel (together) to you for all things that we or Our Personnel have done or not done (including any breach of these terms) will under no circumstances exceed the value of the subscription fees paid by the Account Owner to us in the 12 months prior to the time that any liability first arises.

The maximum aggregate liability above, and any exclusions or disclaimers of liability in these terms, shall apply however liability arises, whether in contract, in tort (including negligence), for breach of statutory duty or otherwise.

18. General

In these terms, words in the singular include the plural and vice versa; any examples in these terms, and references to "including" and similar words, are illustrative only and do not imply any limitations; and clause and other headings are for ease of reading only and do not affect the interpretation of these terms.

You may subcontract, transfer or assign any of your rights or obligations under these terms with our prior written consent. We may subcontract, transfer or assign all or any part of our rights or obligations under these terms.

These terms constitute the entire agreement and understanding between you and us in respect to its subject matter and replaces all previous agreements, understandings and representations relating to that subject matter and any additional or different terms that you may provide to us (including on any purchase orders).

Anything we need to notify or tell you of in writing under these terms may be sent to you by email to the last address you gave us writing. We can assume that any communication from us (including those sent by post or fax) has been received by you two days after it was sent unless we have been notified to the contrary (for example, if we receive notice of failure or delay in the delivery of an email).

Any waiver of any of these terms must be in writing and signed by one of our authorised representatives. Any delay or failure by us to exercise any right does not prevent us from exercising that right, or any other right, on that or any other occasion.

If any provision of these terms is held to be illegal, invalid or unenforceable it shall be deemed to be deleted from these terms without affecting the legality, validity or enforceability of the remaining provisions.

These terms are governed by the laws of New Zealand and you submit to the non-exclusive jurisdiction of the New Zealand courts.