

INTRODUCTION

Ezypay Limited welcomes You to this Website (www.ezytime.kiwi). By viewing the pages of this Website, You acknowledge that You have read and accepted these terms and conditions. If You do not accept these terms and conditions, You must refrain from using this Website and / or the Services.

- 1. Amendment of terms and conditions:** These terms and conditions may be amended in whole or in part by Ezypay from time to time. Amendments will be effective immediately upon posting the amended terms and conditions on this Website. You are responsible for ensuring You are familiar with the latest terms and conditions. Your continued use of the Ezypay Website and Services represents Your agreement to be bound by the terms and conditions as amended.
- 2. Definitions:** In these terms and conditions, the following expressions have the meanings set out below:
 - “Agent” means the supplier of services to your Employer
 - “Ezypay” means Ezypay Limited;
 - “Ezytime” means the Ezytime website;
 - “Employer” means the entity that contractually employs you;
 - “Services” means any one or more of the services offered by Ezypay through this Website from time to time;
 - “We”, “Us” and “Our” means Ezypay;
 - “You” and “Your” are references to you the user of the Website;
 - “Website” means the Ezytime website through which the Services are offered currently being www.Ezytime.kiwi.
- 3. No Agency:** Ezypay provides an online portal for those who wish to manage their leave and payroll related transactions through a web interface. Ezypay does not act as the Employer of any person using the website.
- 4. Warranties of user:** By registering as a user, You agree to the following and warrant that:
 - (a) You have provided complete, accurate and current personal information and that You will, maintain and update Your personal information to ensure it is kept accurate and current;
 - (b) All Requests made by You through Ezytime will be made in good faith. You will not damage, interfere or harm the Website or Services, or any network, system or part thereof nor any network or system relating to or connected with the Website or the Services or any other user;
 - (c) You are responsible for keeping Your login information, including Your email address and password, secret and secure and agree not to permit any other person to use Your user name or disclose Your password to enable any other person to gain access to Your account; and
 - (d) You indemnify Ezypay against any losses, costs, claims, damages, expenses, liabilities, proceedings or demands that Ezypay may suffer as a result of a breach of this warranty with such indemnity extending to solicitors costs on a solicitor client basis.
- 5. Your risk:** Transactions and all other contact between You and Your Employer are conducted entirely at Your own risk. You agree that Ezypay takes no responsibility or liability for any misconduct of any of the users.
- 6. Disclaimer:** You expressly understand and agree that the Website and Services are provided on an “as is” and “as available” basis. Ezypay disclaims and excludes all implied conditions or warranties not expressly stated and specifically:
 - (a) Ezypay does not warrant that the Services provided will be uninterrupted, timely, secure, or error free. However, where You have identified an error with Your information You should advise Ezypay and We agree to use Our reasonable endeavours to attempt to remedy the error for You.
- 7. Liability:** You agree that, to the maximum extent permitted by law, any and all liability and responsibility of Ezypay to You in connection with the Services, this Website, users acts or omissions or Your inability to use the Services or this Website is excluded regardless of whether such liability arises in contract, tort (including negligence), equity, breach of statutory duty or otherwise. Ezypay’s liability and responsibility is excluded in respect of any and all loss or damage, whether direct or indirect, including, without limitation, loss of profits, loss of data, loss of business or anticipated savings, general and special damages, and consequential and incidental loss.
- 8. Indemnity:** You agree to release and indemnify us from and against all actions, claims, costs (including legal costs and expenses) losses, proceedings, damages, liabilities, or demands suffered or incurred by us arising out of or in connection with Your failure to comply with these terms and conditions.
- 9. Breach:** Without limiting any other rights and remedies available to Ezypay, Ezypay may remove Your Account, or refuse to provide Our Services to You if You breach these terms and conditions or where in any circumstances Ezypay considers it appropriate.
- 10. Termination of user account:** Ezypay reserves the right to decline to register You as a user or to terminate Your user status without notice and without entering into further discussions with You.

11. Intellectual Property Rights: Ezy pay owns all proprietary and intellectual property rights in the Website (including text, graphics, logos, icons and sound recordings) and the software and other material underlying and forming part of the Services and the Website. You may not without our prior written permission, in any form or by any means adapt, reproduce, copy, store, distribute, print, display, perform, publish or create derivative works from any part of this Website.

12. Privacy: Ezy pay collects personal information about You through Your use of the Services and the Website, including:

- (a) Your account details; and
- (b) Information relating to Your use of the Website and the content You access.

You agree that Ezy pay may use this personal information to assist Ezy pay in to providing the Services to You, for internal research purposes, to verify Your identity, for promoting and marketing other Ezy pay products and Services to You, and for any other use that You authorize.

13. Use of Your information: Otherwise than in accordance with the above, You agree that we are entitled to release account and other personal information when in our opinion it is necessary to comply with the law; enforce or apply our terms and conditions; or protect the rights, property, or safety of Ezy pay, or our users.

14. System Integrity: Ezy pay will use its reasonable endeavours to ensure the availability of the Website and Services, subject to any downtime required for maintenance. However, Ezy pay:

- (a) accepts no liability for any system unavailability, or for any loss that is incurred as a result of Website or Services being unavailable; and
- (b) reserves the right from time to time to modify or discontinue, temporarily or permanently the Website (or any part thereof) with or without notice to You and will not be liable to You or any third party for any modification, suspension or discontinuance of the Website.

15. Force Majeure: Ezy pay has no liability for any lack of performance, unavailability or failure of the Services or the Website, or for any failure of Ezy pay to comply with these terms and conditions where the same arises from any cause reasonably beyond the control of Ezy pay.

16. Resolution of disputes: As Ezy pay only acts as an Agent in respect of any transaction relating to your leave balances, pay advice and timesheets, You agree not to involve, or attempt to involve, Ezy pay in any dispute or in the resolution of disputes that arise between You and Your Employer as a result of the Services provided.

17. No Waiver: If we do not exercise or enforce any right available to us under these terms and conditions, it does not constitute a waiver of those rights.

18. Partial Invalidity: If any provision of these terms and conditions becomes or is held to be invalid, unenforceable or illegal for any reason, and in any respect, that provision shall be severed from the remaining terms and conditions, which shall continue in full force and effect.

19. Governing Law: These terms and conditions are governed by the laws of New Zealand. You submit to the non-exclusive jurisdiction of the Courts of New Zealand.

20. Entire agreement: These terms and conditions supersede all previous conditions, understandings, commitments, agreements and representations whatsoever whether oral or written, and constitutes the entire agreement, between the parties.