

End User Licence Agreement

This end-user licence agreement (“**EULA**“) is a legal agreement between you (“End-user” or “you”) and Tuipoint International Limited (Registered Company Number 1561115), Stanmore Bay, Whangaparaoa, 0932, New Zealand (“Licensor”, “us” or “we”) for:

Tuipoint mobile Application software, the data supplied with the software, and the associated media (“**App**“);

online electronic documentation (“**Documents**“); and

the services you connect to via the App and the content you receive through it (to the extent that we are able to licence that content to you) (“**Services**“)

We license use of the App and Documents to you on the basis of this EULA and subject to any rules or policies applied by any app store provider or operator (“App Store”) from whose site or service the End-user downloaded the App (“App Store Rules”). We do not sell the App or Documents to you. We remain the owners of the App, Documents and certain of the Services at all times.

OPERATING SYSTEM REQUIREMENTS

This App requires IOS or Android or Windows or Mac.

IMPORTANT NOTICE:

BY DOWNLOADING THE APP FROM THIS WEBSITE OR CLICKING ON THE “ACCEPT” BUTTON BELOW YOU AGREE TO THE TERMS OF THE LICENCE WHICH WILL BIND YOU. THE TERMS OF THE LICENCE INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN CONDITION 7.

IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE WILL NOT LICENSE THE APP AND DOCUMENTS TO YOU AND YOU MUST STOP THE DOWNLOADING PROCESS NOW AND/OR CEASE USE AND UNINSTALL THE APP FROM YOUR DEVICE.

You should print a copy of this EULA for future reference.

Agreed Terms

1 Acknowledgements

1.1 The terms of this EULA Apply to the App and the Services, including any updates or supplements to the App, unless they come with separate terms, in which case those terms apply. If any open-source software is included in the App or any Service, the terms of an open-source licence may override some of the terms of this EULA.

1.2 We may change these terms at any time by sending you an email or SMS with details of the change or by notifying you of a change when you next start the App or log onto our website, www.tuipoint.com. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the Services.

1.3 From time to time updates to the App may be issued through the app store. Depending on the update, you may not be able to use the App and/or Services until you have downloaded the latest version of the App and accepted any new terms.

1.4 You will be assumed to have obtained permission from the owners of the computer, mobile telephone or handheld devices that are controlled but not owned by you ("Devices") to download or stream a copy of the App onto the Devices. You and they may be charged by your and their service providers for internet access on the Devices. You accept responsibility in accordance with the terms of this EULA for the use of the App or any Service on or in relation to any Device, whether or not it is owned by you.

1.5 The terms of our privacy policy, as updated from time to time and available at www.tuipoint.com ("Privacy Policy") are incorporated by reference into this EULA to the fullest extent permissible by law. Additionally, by using the App or any Service, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

1.6 By using the App or any of the Services, you consent to us collecting and using technical information about the Devices and related software, hardware and

peripherals for Services that are internet-based or wireless to improve our products and to provide any Services to you.

1.7 The Services may from time to time make use of location data sent from the Devices. You can turn off this functionality at any time by turning off the location services settings for the App on the Device.

1.8 The App or any Service may contain links to other independent third-party websites or profile pages (“Third-party Sites”). Third-party Sites are not under our control (or in the cases of profile pages, directly under our control), and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible and/or offered through them.

1.9 The App allows you to reserve services with businesses which are otherwise unrelated and unconnected to the Licensor (“Third Party Service Providers”). You acknowledge and accept that to the fullest extent permissible at law the Licensor shall have no liability for the actions or inactions of these Third Party Service Providers. The Licensor has no control over how the Third Party Service Providers conduct their respective businesses. Any complaints, grievances or claims relating to the service you have received from any Third Party Service Provider should be made to that Third Party Service Providers and not to the Licensor.

1.10 Any words following the terms including, include, in particular or for example or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

2 Grant and scope of licence

2.1 In consideration of you agreeing to abide by the terms of this EULA, we grant you a non-transferable, non-exclusive licence to use the App on the Devices, subject to these terms, the Privacy Policy and the Appstore Rules, incorporated into this EULA by reference.

We reserve all other rights.

2.2 You may:

2.2.1 download the App onto the Devices to view, use and display the App on the Devices for your personal purposes only; and

2.2.2 use the Documents and Services for your personal purposes only.

3 Licence restrictions

3.1 Except as expressly set out in this EULA or as permitted by any local law, you agree:

3.1.1 not to copy the App or Documents except where such copying is incidental to normal use of the App, or where it is necessary for the purpose of back-up or operational security;

3.1.2 not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the App or Documents;

3.1.3 not to make alterations to, or modifications of, the whole or any part of the App, or permit the App or any part of it to be combined with, or become incorporated in, any other programs;

3.1.4 not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or attempt to do any such thing except to the extent that such actions cannot be prohibited because they are essential for the purpose of achieving interoperability of the App with another software program, and provided that the information obtained by you during such activities:

3.1.4.1 is used only for the purpose of achieving interoperability of the App with another software program;

3.1.4.2 is not unnecessarily disclosed or communicated without our prior written consent to any third party; and

3.1.4.3 is not used to create any software that is substantially similar to the App;

3.1.5 to keep all copies of the App secure and to maintain accurate and up-to-date records of the number and locations of all copies of the App;

3.1.6 to include our copyright notice on all entire and partial copies you make of the App on any medium;

3.1.7 not to provide or otherwise make available the App in whole or in part (including object and source code), in any form to any person without prior written consent from us; and

3.1.8 to comply with all technology control or export laws and regulations that Apply to the technology used or supported by the App or any Service (“Technology”), together “Licence Restrictions”.

4 Acceptable use restrictions

4.1 You must:

4.1.1 not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App, any Service or any operating system;

4.1.2 not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including the submission of any material (to the extent that such use is not licensed by this EULA);

4.1.3 not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;

4.1.4 not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and

4.1.5 not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

together “Acceptable Use Restrictions”.

5 Intellectual property rights

5.1 You acknowledge that all intellectual property rights in the App, (including but not limited to goodwill and copyright) the TUIPOINT trademark, the Documents, Services and the Technology anywhere in the world belong to us or our licensors, that rights

in the App are licensed (not sold) to you, and that you have no rights in, or to, the App,

the Documents or the Technology other than the right to use each of them in accordance with the terms of this EULA.

5.2 You acknowledge that you have no right to have access to the App in source-code form.

6 Limited warranty and support

6.1 We warrant that:

6.1.1 the App will, when properly used and on an operating system for which it was designed, perform substantially in accordance with the functions described in the Documents; and

6.1.2 that the Documents correctly describe the operation of the App in all material respects,

for a period of 90 days from the date on which the App is downloaded or streamed to the Devices (“Warranty Period”).

6.2 If within the Warranty Period you notify us in writing of any defect or fault in the App as a result of which it fails to perform substantially in accordance with the Documents, we will, at our sole option, either repair or replace the App, provided that you make available all the information that may be necessary to help Us to remedy the defect or fault, including sufficient information to enable Us to recreate the defect or fault.

6.3 The warranty does not Apply:

6.3.1 to any of the open source elements comprising the App;

6.3.2 if the defect or fault in the App results from you having altered or modified the App;

6.3.3 if the defect or fault in the App results from your own hardware or system failure;

6.3.4 to user errors;

6.3.5 use of the App on hardware which does not conform to the operating system requirements as stated above;

6.3.6 Events Outside Our Control (as defined below); and

6.3.7 if the defect or fault in the App results from you having used the App in breach of the terms of this EULA.

6.4 This warranty is in addition to your legal rights in relation to software that is faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

6.5 We make no guarantee that the App will be available 100% of the time. Subject to clause 10, we shall use commercially reasonable endeavours to make the App available during the hours of 0800 – 1800, except for:

6.5.1 planned maintenance which involves a shut down of the App (notice of which shall be given 48 hours before such planned maintenance is due to be carried out);

6.5.2 unscheduled maintenance performed outside normal business hours;

6.5.3 emergency maintenance required in the event of a fault;

6.5.4 downtime caused by our internet service providers and/or hosting companies from time to time;

6.5.5 your use of the App which is not in accordance with the terms of this EULA; and

6.5.6 any breach by you of this EULA.

6.6 In the event that the App is not available as set out in clause 6.5 above your only remedy is to require additional support by emailing the following address info@tuipoint.com

7 Limitation of liability

7.1 You acknowledge that the App has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the App as described in the Documents meet your requirements.

7.2 We only supply the App and Documents for domestic and private use. You agree not to use the App and Documents for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

7.3 We are only responsible for loss or damage you suffer that is a foreseeable result of our breach of this EULA or our negligence up to the limit specified in condition 7.4, but we are not responsible for any unforeseeable loss or damage. Loss or damage is

foreseeable if it is an obvious consequence of our breach or if they were contemplated by you and us at the time we granted you the EULA.

7.4 Our maximum aggregate liability under or in connection with this EULA (including your use of any Services) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to downloading another copy of the App. This does not apply to the types of loss set out in condition 7.5.

7.5 Nothing in this EULA shall limit or exclude our liability for:

7.5.1 death or personal injury resulting from our negligence;

7.5.2 fraud or fraudulent misrepresentation; and

8 Termination

8.1 We may suspend this EULA in the event that we reasonably suspect you to be in breach of this EULA.

8.2 We may terminate this EULA immediately by written notice to you:

8.2.1 if you commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so; and

8.2.2 if you breach any of the Licence Restrictions or the Acceptable Use Restrictions.

8.3 Either party may terminate this EULA at any time by providing no less than 30 days' written notice to the other party.

8.4 On termination for any reason:

8.4.1 all rights granted to you under this EULA shall cease;

8.4.2 you must immediately cease all activities authorised by this EULA, including your use of all Services;

8.4.3 you must immediately delete or remove the App from all Devices, and immediately destroy all copies of the App and Documents then in your possession, custody or control and certify to us that you have done so; and

8.4.4 we may remotely access the Devices and remove the App from all of them and cease providing you with access to the Services.

9 Communication between us

9.1 If you wish to contact us in writing, or if any condition in this EULA requires you to give us notice in writing, you can send this to us by email to info@tuipoint.com

We will confirm receipt of this by contacting you in writing, normally by email.

9.2 If we have to contact you or give you notice in writing, we will do so by email or by pre-paid post to the address you provide to us in your request for the App.

10 Events outside our control

10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this EULA that is caused by any act or event beyond our reasonable control, including without limitation failure of public or

private telecommunications networks, failure of our system caused by third party access or failure of your own system or hardware, or user error. ("Event Outside Our Control").

10.2 If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA:

10.2.1 our obligations under this EULA will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and

10.2.2 we will use our reasonable endeavours to find a solution by which our obligations under this EULA may be performed despite the Event Outside Our Control.

11 Other important terms

11.1 We may transfer our rights and obligations under this EULA to another organisation, but this will not affect your rights or our obligations under this EULA.

11.2 You may only transfer your rights or obligations under this EULA to another person if we agree in writing.

11.3 If we fail to insist that you perform any of your obligations under this EULA, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

11.4 Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

11.5 Please note that this EULA, its subject matter and its formation, are governed by New Zealand law. You and we both agree that the courts of New Zealand will have exclusive jurisdiction.

This agreement has been entered into on the date which the App (or relevant update) was downloaded.

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