

## CCH iFirm Web Manager Software

### TERMS & CONDITIONS

This Agreement sets out the terms and conditions governing the Customer's use of the Solution and the provision of the Services by the Supplier.

**Before you can access CCH iFirm online products, you must accept the terms and conditions on which these products are licensed. Carefully read the licence terms and conditions before accepting them. By accepting them, you are bound by the terms and conditions.**

#### 1. Application & Background

These terms and conditions cover the supply of CCH iFirm Web Manager software and/or the provision of other web services, to Firm/Billing Name ('You') by CCH New Zealand Limited ('We', 'CCH') as per the specifications listed on the front of this Acceptance Form or any attached Schedules.

#### 2. Our Responsibilities to you

- 2.1 We will use our best endeavours to provide you with prompt, courteous service.
- 2.2 We will fully inform you of the processes required for the design of your website and what we expect from you during a new site, redesign or additional design work project.
- 2.3 We will supply to you the services and information you request, or we will fully explain why we cannot meet the request.
- 2.4 We will keep you informed about the progress of your website during your website project.
- 2.5 We undertake to hold all information held in secure areas (such as Client Portals) of your website as confidential and will not disseminate, reproduce or otherwise deal with this information in anyway whatsoever. We have strict protocols covering access to secure areas and will only access secure areas in the event of maintenance on your site being required or alternatively, if you make a request for us to do so.
- 2.6 We will provide free-phone support during normal business hours as part of the monthly Enhancement, Support & Hosting fee.

#### 3. Your Responsibilities to us

- 3.1 You must fully complete our web design brief or provide us with clear instructions and complete and return sign off forms promptly during a new site, redesign or additional design work project.
- 3.2 You warrant that any material supplied to us for inclusion in your website does not infringe upon the intellectual property rights of any third party, and you further agree to ensure that the information you provide meets legal requirements, all applicable laws and any relevant Advertising Codes of Practice. You also agree to indemnify us against any claim that may result from the inclusion of such materials in your website.

- 3.3 You must supply artwork and content within agreed timeframes during a new site, redesign or additional design work project.
- 3.4 You are responsible for securing your username/password.
- 3.5 You must refrain from violating system or network security or illegal usage of your website – transmission, storage, or distribution of any information, data or material in violation of any applicable law or regulation is prohibited.
- 3.6 You must not “spam” (the sending of mass unsolicited email), from or through a CCH server or using an email address that is maintained on a CCH server.

#### **4. “Unlimited” Hosting Plans**

An “unlimited” Hosting Plan is unlimited for maintenance of the site and downloads of website HTML content. File and data transfers to or from the server are not unlimited and sites which require a high level of file or data traffic will need a specific hosting Acceptance Form. CCH shall be the sole arbiter of what is considered to be a high level of file or data traffic.

#### **5. Payment Terms**

Unless otherwise specified on the front cover of this Acceptance Form the following payment terms apply:

- 5.1 Payment of any applicable Design Fees is due in full 30 days from invoice date.
- 5.2 Should you fail to pay any outstanding invoice(s) for services provided by us, we will be entitled to disable your website and/or CCH iFirm site, and/or suspend any on-going web services, until such time as the outstanding invoice(s) are paid for in full. You are liable for all costs (including reasonable legal and agency fees) associated with debt collection where you have defaulted in payment. If any amount remains unpaid for 60 days we will pass the unpaid amount to a debt collection agency.
- 5.3 By placing an order for a renewing subscription service, CCH will supply each subscription paid for an initial term of 12 months. After that subscriptions will automatically renew for successive terms of 12 months unless cancellation in writing is received by CCH 30 days before expiration of the current subscription term. A renewal invoice will be sent prior to the expiry for your annual subscription. Payment is required by due date for uninterrupted access to the service.

#### **6. Cancellation**

Any request for cancellation must be made in writing and received by us 30 days before expiration of the current subscription term, per 5.3 above.

#### **7. Resolving Disputes**

If you have reason to believe at any time during the production of your website we are not meeting our responsibilities to you, you must contact us immediately in writing (email is acceptable – [collaborativesolutions@cch.com.au](mailto:collaborativesolutions@cch.com.au)) so the issues can be resolved mutually at that time.

**8. Copyright Notice**

All CCH Web Manager, CCH iFirm Web Manager and CCH iFirm Client Portal code remains the intellectual property of CCH New Zealand Limited. Copying or disseminating the code for any purpose whatsoever is strictly forbidden and will be a breach of copyright. You will retain any copyright you own in any of the artwork or content materials you provide to us for the creation of your website.

**9. Exclusion of Liability**

You must check that the CCH iFirm Web Manager software meets your requirements before signing up for the software. The entire risk as to the quality and performance of the website is with you. In no event will we be liable to you or any third party for any damages arising out of the operation of or inability to operate the website, even if we have been advised of the possibility of such damages. CCH iFirm Web Manager is designed to work with both Windows and Mac computers running the latest version (or the previous version) of the following web browsers: Internet Explorer, Mozilla Firefox, Google Chrome and Safari.

**10. Law of Contract**

This Acceptance Form is governed in all respects by the law of New Zealand, and any legal action arising under the Agreement shall be litigated only in the appropriate Court having jurisdiction within that Country