

ICOS Live Terms of Use

Last updated 15 September 2015

Welcome to ICOS Live. By accessing or using our services, you accept and agree to these Terms of Use.

Subject to the Important Note below, these terms of use apply to: (i) visitors accessing our ICOS Live demonstration, (ii) customers that are trialing ICOS Live (using our 30 day trial offer, via self sign-up or otherwise), (iii) our clients' employees and others accessing and using the ICOS Live services for or on behalf of an ICOS Live client, and (iv) employees and others accessing and using the ICOS Live services for or on behalf of our clients' customers and (v) any other person accessing and using the ICOS Live services. Any and all services available to you when you login to ICOS Live are referred to in these Terms of Use as the ICOS Live Services.

Important Note: ICOS Live clients are required to enter into an agreement with ICOS Live (ICOS Live Agreement). Where an ICOS Live client wishes to provide access and use of the ICOS Live Services to one or more of its customers, such access and use is governed by the ICOS Live Agreement. All ICOS Live Agreements take precedence over these Terms of Use to the extent of any conflict or inconsistency.

These Terms of Use may be modified by us from time to time. The Terms of Use applicable each time that you login apply to your access and use of the ICOS Live Services at that time. It is your responsibility to view these Terms of Use regularly.

Accessing and using ICOS Live Services

We will provide the applicable ICOS Live Services to you, subject to these Terms of Use.

If you are trialing ICOS Live (using our 30 day trial offer, via self sign-up or otherwise) any data that you enter will not be returned to you on expiration of the trial.

In these Terms of Use the ICOS Live Software is the software used by ICOS Live to provide the ICOS Live Services. You must not, nor may you permit any other person to do any of the following, or attempt to do so:

- share your login details;
- copy the ICOS Live Software;
- alter, modify, reverse assemble, reverse compile or enhance the ICOS Live Software; or
- use the ICOS Live Software for any purpose other than your own business purposes; or
- resell, rent, lease, transfer, sublicense or otherwise transfer rights to the ICOS Live Software; or
- remove any proprietary notices or labels on or in the ICOS Live Software; or
- do any act which would or might invalidate or be inconsistent with ICOS Live's Intellectual Property rights.

The availability of the ICOS Live Services is dependent on factors outside of ICOS Live's control and ICOS Live does not warrant that the ICOS Live Services will be continuously available or available without interruption.

Intellectual Property

ICOS Live (or its licensor) owns all Intellectual Property in the ICOS Live Software. Nothing in these Terms of Use transfers to you, ownership of any Intellectual Property in the ICOS Live Software.

No warranties

Except as expressly provided in these Terms of Use, all warranties, terms and conditions (including, without limitation, warranties and conditions as to fitness for purpose and merchantability), whether express or implied by statute, common law or otherwise, are excluded to the extent permitted by law.

Liability for our Services

ICOS Live's liability in connection with any claims related to these Terms of Use is limited to the amount paid for the relevant ICOS Live Services or \$100 whichever is less. To the extent permitted by law, ICOS Live will not be liable for any loss, damage or injury whether arising in contract, tort, equity or otherwise which does not

flow directly from a breach of these Terms of Use including, in each case consequential loss of business or profits or other loss.

General

If we delay in exercising any right or remedy available to us that delay will not constitute a waiver of that or any other right or remedy available to us.

If any provision of these Terms of Use or the application of these Terms of Use is or becomes invalid or unenforceable to any extent, the remainder of these Terms of Use and their application will not be affected and will remain enforceable to the greatest extent permitted by law.

ICOS Live is an independent contractor to you and is in all respects independent of you. Nothing in these Terms of Use constitutes either party a partner, agent, employee or joint venturer of the other.

ICOS Live may suspend performance of its obligations under these Terms of Use for so long as it is unable to perform for reasons outside of its control.

You must not assign any rights you have to use the ICOS Live Services.

These Terms of Use are governed by New Zealand law and ICOS Live and you submit to the non-exclusive jurisdiction of the New Zealand courts.