

Barber Licence Agreement

PLEASE READ THESE LICENCE TERMS CAREFULLY

BY CLICKING ON THE “ACCEPT” BUTTON YOU AGREE TO THESE TERMS WHICH WILL BIND YOU.

IF YOU DO NOT AGREE TO THESE TERMS, CLICK ON THE “REJECT” BUTTON.

1 Who we are and what this agreement does

1.1. We, Tuipoint International Limited (Registered Company Number 1561115), Stanmore Bay, Whangaparaoa, 0932, New Zealand , license you to use:

1.1.1. Tuipoint mobile application software, the data supplied with the software, (“App”) and any updates or supplements to it;

1.1.2. the related online documentation (“Documentation”); and

1.1.3. the service you connect to via the App and the content we provide to you through it (“Service”), as permitted in these terms.

2 Your privacy

2.1. We only use any personal data we collect through your use of the App and the Services in the ways set out in our Privacy Policy which is available on our website, www.tuipoint.com

2.2. Please be aware that internet transmissions are never completely private or secure and 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.

3 Operating system requirements

This App requires a smartphone or tablet device with a minimum of IOS8+ or any Android or Windows operating system.

4 Support for the App and how to tell us about problems

4.1. If you want to learn more about the App or the Service or have any problems using them please Contact us through our website www.tuipoint.com

4.2. If you think the App or the Services are faulty or misdescribed or wish to contact us for any other reason please email our customer service team at info@tuipoint.com

5 How you may use the App, including how many devices you may use it on

5.1. In return for your agreeing to comply with these terms you may:

5.1.1 download or stream a copy of the App onto your device and view, use and display the App and the Service on such devices for your commercial purposes of providing a hairdressing/barber service;

5.1.2. use any Documentation to support your permitted use of the App and the Service;

5.1.3. provided you comply with the terms of this licence, make up to 2 (two) copies of the App and the Documentation for backup purposes; and

5.1.4. receive and use any free supplementary software code or update of the App incorporating “patches” and corrections of errors as we may provide to you.

6 You must be 18 or over to accept these terms

7 You may not transfer the App to someone else

We are giving you the right to use the App and the Service as set out in clause 5 above. You may not otherwise transfer the App or the Service to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.

8 Changes to these terms

8.1. We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce.8.2. 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 App and/or Service.

8.3. If you do not accept the notified changes you will not be permitted to continue to use the App and the Service.

9 Update to the App and changes to the Service

9.1. From time to time we may automatically update the App and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the App for these reasons.

9.2. If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App and the Services.

10 If someone else owns the phone or device you are using

If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

11 We may collect technical data about your device

11.1. By using the App or any of the Services, you agree to us collecting and using technical information about the devices you use the App on and related software, hardware and peripherals to improve our products and to provide any Services to you.

11.2. We may collect location data.

12 We are not responsible for other websites you link to

12.1. The App or any Service may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

12.2. You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

13 Licence restrictions

13.1. You agree that you will:

13.1.1. not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Services in any form, in whole or in part to any person without prior written consent from us;

13.1.2. copy the App, Documentation or Services, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;

13.1.3. not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, Documentation or Services nor permit the App or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted in these terms;

13.1.4. not disassemble, decompile, reverse engineer or create derivative works based on the whole or any part of the App or the Services nor attempt to do any such things, except to the extent that (by virtue of section 80A of the NZ Copyright Act 1994 or equivalent section of the UK Copyright Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program ("Permitted Objective"), and provided that the information obtained by you during such activities:

13.1.4.1. is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and

13.1.4.2. is not used to create any software that is substantially similar in its expression to the App;

13.1.4.3. is kept secure; and

13.1.4.4. is used only for the Permitted Objective; and

13.1.5. comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

14 USE RESTRICTIONS

14.1. You must:

14.1.1. not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Service or any operating system;

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

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

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

14.1.5. 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.

15 Subscription services

15.1. Certain functions and features of the App and Services are only available to you if you continue to pay us a subscription.

15.2. If you breach the Subscription Terms, for example by failing to pay the relevant subscription fee, then your access to the App, the Documentation, the Service and/or certain functions and features thereof may be restricted or removed.

15.3. We reserve absolute discretion to revise the functions and features of the App and Services. Similarly, we reserve absolute discretion to make functions and features which were previously subscription-only available to users who are not

paying a subscription, whether on a trial basis or otherwise, from time to time and without limitation.

16 Your obligations

16.1. You undertake that:

16.1.1. at all times you will comply with the Licensing Agreement set out on our website www.tuipoint.com, as updated from time to time;

16.1.2. you will not use the App, Documents or Service except in relation to the listing, advertising and joining the queue for a hairdressing or barbershop business;

16.1.3. you will not breach the Subscription Terms;

16.1.4. you shall permit us to carry out an audit to establish you are complying with the Subscription Terms. Such audit may be conducted no more than once per quarter, at our expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to unreasonably interfere with your normal conduct of business; and

16.1.5. if any of the audits referred to in clause 15.1.4 reveal that you have used the App, Documentation or Service at premises other than those specified in the Subscription Terms then without prejudice to our other rights, you shall pay to us an amount equal to such underpayment as calculated in accordance with our current prices within 10 (ten) business days of the date of the relevant audit.

17 Intellectual property rights

17.1. All intellectual property rights in the App, the Documentation and the Services throughout the world belong to us (or our licensors) and the rights in the App and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the App, the Documentation or the Services other than the right to use them in accordance with these terms.

17.2. Any content you upload to the App and/or via the Services will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of our site a limited licence to use, store and copy that content and to distribute and make it available to third parties. You are solely responsible for securing and backing up your content.

18 Our responsibility for loss or damage suffered by you

18.1. 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.

18.2. Although we make reasonable efforts to update the information provided by the App and the Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

18.3. We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App or the Service.

18.4. 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 16.3, 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.

18.5. 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 the total Subscription Fees received from you in the last 12 (twelve) months. This does not apply to the types of loss set out in condition 16.4.

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

18.6.1. death or personal injury resulting from our negligence;

18.6.2. fraud or fraudulent misrepresentation;

19 We are not responsible for events outside our control

If our provision of the Services or support for the App or the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any Services you have paid for but not received.

20 We may end your rights to use the App and the Services if you break these terms

20.1. We may end your rights to use the App and Services at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

20.2. If we end your rights to use the App and Services:

20.2.1. you must stop all activities authorised by these terms, including your use of the App and any Services;

20.2.2. you must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this; and

20.2.3. we may remotely access your devices and remove the App from them and cease providing you with access to the Services.

21 We may transfer this agreement to someone else

21.1. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

21.2. You need our consent to transfer your rights to someone else

21.3. You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

22 No rights for third parties

This agreement does not give rise to any rights under the NZ Contract and Commercial Law Act 2017 or UK Contracts Act 1999 to enforce any term of this agreement.

23 If a court finds part of this contract illegal, the rest will continue in force

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

24 Even if we delay in enforcing this contract, we can still enforce it later

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

25 Which laws apply to this contract and where you may bring legal proceedings

These terms are governed by New Zealand's corporate regulatory system as per the NZ Companies Act 1993 and you can bring legal proceedings in respect of the products in New Zealand civil courts. In the UK the same applies under the Companies Act 2006.

This agreement is entered into at the time the App (or relevant update) is downloaded.

Updated December 2019