

Quick Q&A Limited (**Quick Q&A, we, our or us**) supplies Services on the following terms and conditions (**Terms**) to the person who acquires those Services from us (**Customer or you**).

1. Definitions

1.1 In these Terms:

Hosting Fee means the monthly fee payable for the Services, set out in the Fee Schedule (as may be amended by us from time to time).

Fee Schedule means the fee schedule on the Quick Q&A website, as may be updated by us from time to time. <https://quickqa.co.nz/fee-schedule/>

Report means the report produced based on the pre-appointment questionnaire and provided to the Customer.

Services means the online pre-appointment questionnaire system accessed via the internet and the production of the Report.

Development means the provision of the Services package, including hyperlinks and access details.

Development Fee means the setup fee for the Services, set out in the Fee Schedule (as may be amended by us from time to time).

2. Acceptance of these Terms

2.1 You are deemed to have accepted these Terms when you request Services from us. These Terms will form the contract between you and us.

2.2 If you are signing these Terms on behalf of the Customer, you acknowledge that you have full power and authority to accept these Terms.

3. Services

3.1 We agree to perform the Services for you.

3.2 You acknowledge that:

- a. We give no warranty about the Services;
- b. Access to and use of the Services is on an “as is” basis and at your own risk; and
- c. It is your responsibility to determine whether the Services meet your business needs and are suitable for the purposes for which they are used.

4. Price and Payment

4.1 We will invoice you for the Development Fee following completion of the Development of the Services.

4.2 We will invoice you for the Hosting Fee in advance on or around the first day of each month.

4.3 Any Hosting Fee for a period of less than a full calendar month will be invoiced on a pro-rata basis based on the period of the relevant month during which the Services are provided.





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4.4 You must pay any invoice in full, without deduction or setoff, on or before the due date specified on our invoice. However, we may withdraw this provision of credit and withhold your use of the Services until payment has been made if we consider at any time that your creditworthiness is unsatisfactory.

5. Privacy and Retention of Information and Data

5.1 Unless we have your prior written consent, or unless we are required by law to do anything to the contrary, we will use reasonable endeavors to ensure that all information received by us when performing the Services is kept secure and is not disclosed or made available to any third-party.

5.2 We will not hold any information or data obtained by us when performing the Services for any period longer than 6 months following the delivery of our Report to you.

5.3 You are responsible for maintaining back-ups of all data provided to us when performing the Services.

5.4 We acknowledge that we do not own any information or data provided to us when performing the Services. You grant us a license to use, copy, transmit and store your information and data for the purposes of enabling you to access and use the Services and for any other purpose related to the performance of the Services.

6. Intellectual Property

6.1 For the purposes of this clause 6, **Intellectual Property** means all intellectual property, including (but not limited to) copyright, reports, software, trade marks, or any other intellectual property prepared or created by us in relation to the Services.

6.2 You agree that all Intellectual Property shall be and remain owned by us at all times, including following termination of these Terms.

6.3 This clause 6 will survive the termination of these Terms.

7. Liability

7.1 If we are liable to you or any other person for any reason, including in contract, tort (including negligence), breach of any legislative requirement or for any other reason, our total liability is limited, as far as legally possible, to the total Hosting Fees paid by you under these Terms over the immediately preceding 12 month period.

7.2 We will not be liable to you or any other person for any indirect, consequential or special loss or damage, loss of revenue, loss of business or profits, loss of goodwill or for any business interruption.

7.3 You acknowledge that the provisions of the Consumer Guarantees Act 1993 will not apply to these Terms or the provision of other services by us not covered by these Terms, because you are acquiring the Services from us for business purposes.

7.4 This clause 7 will survive the termination of these Terms.

8. Termination

8.1 Either party may terminate these Terms by giving one month's advance written notice.

8.2 You may terminate these Terms immediately by giving written notice to us if you do not accept any changes to these Terms notified by us in accordance with clause 11.

8.3 These Terms may be terminated immediately by either party giving written notice to the other as a result of:



admin@quickqa.co.nz





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- a. the other party's default under these Terms; or
 - b. the other party becoming insolvent, or being subject to the appointment of a receiver, manager, liquidator, or statutory manager, or committing an act of bankruptcy, or making a scheme of arrangement with its creditors.
- 8.4 If these Terms are terminated in accordance with this clause 8, you will be liable to pay all relevant Hosting Fees up to and including the date that such termination takes effect.
- 8.5 Without limiting our rights under this clause 8, we may suspend or terminate your use of the Services if you are in default under these Terms.
- 9. No Waiver**
- 9.1 We will not be deemed to have waived any right under these Terms unless the waiver is in writing and signed by us. A failure to exercise or delay in exercising any right by us under these Terms will not operate as a waiver of that right. Any such waiver will not constitute a waiver of any subsequent or continuing right or of any other provision in these Terms.
- 10. Assignment**
- 10.1 We may assign our rights and obligations under these Terms at any time.
- 10.2 You may not assign or transfer any rights under these Terms to any other person without our prior written consent.
- 11. Changes to these Terms**
- 11.1 We may make changes to these Terms at any time.
- 11.2 We will notify you of any changes to these Terms by including the updated Terms on our website. We may also notify you by email of any changes to these Terms.
- 12. Notices**
- 12.1 If we are required to give notice to you under these Terms, we may do so by sending that notice to the email address you provided when setting up your access to the Services. You will be deemed to have received our notice at the time of transmission.
- 12.2 If you are required to give notice to us under these Terms, you may do so by sending that notice to admin@quickqa.co.nz. We will be deemed to have received your notice at the time of transmission.
- 13. Governing Law and Jurisdiction**
- 13.1 New Zealand law will apply and New Zealand courts will have jurisdiction in relation to these Terms, and any claims arising out of any transaction between you and us.

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admin@quickqa.co.nz

