

BUSINESS SERVICES TERMS



Business Services Terms (note: in addition to other applicable terms). PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ORDERING ANY BUSINESS SERVICES FROM US

1. INFORMATION ABOUT US

- 1.1 The website at www.savvynetwork.co.nz ("Our Website") is a site operated by Savvy Network Limited ("We" or "Us" or "Our"). We are a limited liability company registered in New Zealand under company number 6040736.

2. TERMS OF SUPPLY OF BUSINESS SERVICES

- 2.1 These Business Services Terms, together with our [General Terms and Conditions](#) ("General Terms") and any other documents forming part of our Terms and Conditions (as described in our General Terms) will apply to any contract between us and you for the sale or supply of any Business Services (as described on our website) to you ("Contract"). These Business Services Terms only apply to our supply of Business Services to you, as a Business. They do not apply to the supply of other Services to Members. We recommend that you print a copy of all relevant documents for future reference. Where there is any conflict between these Business Services Terms and any other documents forming part of the Terms and Conditions, these Business Services Terms will prevail, but only to the extent of any inconsistency.
- 2.2 By ordering any Business Services from us, you agree to be bound by our Terms and Conditions (including these Business Services Terms) as amended from time to time.
- 2.3 Please read all of our Terms and Conditions carefully and make sure that you understand them before you order any Business Services, as they will apply to your order. If you refuse to accept any of our terms, you will not be able to order any Business Services from us.

3. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US:

- 3.1 Our Business Services ordering pages will guide you through the steps you need to take to place an order with us for any Business Services through your account ("Order Process"). You will need to provide all required information. Our Order Process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each step of the Order Process.
- 3.2 After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 3.3.
- 3.3 We will confirm our acceptance to you by sending you an e-mail that confirms that the order has been accepted and the Business Services will be provided or made available as per that confirmation. The Contract between us for the Business Services will only be formed when we send you this confirmation.
- 3.4 We may (at our complete discretion) choose to reject any order you place. If we choose not to accept an order for any Business Services (for any reason), we will inform you of this by e-mail and we will not process your order. If you have already paid for the Business Services, we will refund you the full amount for any Business Services not yet provided, as soon as possible.
- 3.5 All orders are subject to the availability of the particular Business

Services. We may revise our range of Business Services or the specification of any Business Services at any time and without notice to you.

- 3.6 We are entitled at any time to correct all errors and omissions (whether clerical, computational or otherwise) in any advertising, quotation, confirmation, invoice or acknowledgement. Due to our administrative processes, errors (if any) may be discovered up to 30 days after the Services have been provided or made available to you.
- 3.7 Any attempt by you to vary or cancel any order you have placed with us will have no effect unless accepted in writing by us. Where we accept cancellation by you (in our sole discretion) we may levy an administration charge of up to 15% of the otherwise applicable purchase price.

4. OUR RIGHT TO VARY THESE TERMS

- 4.1 Every time you order Business Services from us, the Terms and Conditions in force at the time of your order will apply to the Contract between you and us, but we may, in the following circumstances, revise these Terms and Conditions as they apply to any existing order you have placed with us already:
 - (a) To reflect any changes in relevant laws and regulatory requirements; and
 - (b) As reasonably necessary following any other circumstances beyond our reasonable control.
- 4.2 If we have to revise our Terms and Conditions as they apply to an existing order from you, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. You may cancel the Contract either in respect of all the affected Business Services you have ordered or just the Business Services you have yet to receive or use. If you opt to cancel, and you have already paid for any relevant Business Services you have not yet received or used, we will arrange a full refund of the price you have paid for those un-used Business Services.

5. PROVISION OF BUSINESS SERVICES

- 5.1 Once we have confirmed acceptance of your order, we will contact you with an estimated date or timeframe for providing the Business Services or making them available to you.
- 5.2 You may cancel a Contract affected by an Event Outside Our Control (as defined in the General Terms and Conditions) which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, you will have to pay the full price for any relevant Business Services you have already received at the date of cancellation and we will refund the price you have paid for any Business Services not yet received, or will not charge you for any that have not yet been received.
- 5.3 An order will be deemed to be completed when we have made available to you, or finished providing, all of the Business Services in the order.
- 5.4 We currently provide Business Services in New Zealand only. You are solely responsible for ensuring that your order and your use of the Business Services complies with all applicable laws and regulations in New Zealand. We will not be liable or responsible if you break any such law.
- 5.5 We will endeavour to make available, or begin providing, the Business

Services in your order within [1] business day unless a different time frame is specified in relation to a particular order. If we are unable to meet the applicable time frames we will endeavour to contact you and advise you of the expected new date for making the Business Services available or providing them. Any quotations of such time frames by us are made in good faith but are estimates and we shall not be bound by such quotation and we will not be liable for any loss, expense, or other damage caused by any delay in providing the Business Services or making them available.

- 5.6 We reserve the right to provide or make available your Business Services all at once, or by instalments, as relevant to your order. Failure to provide any instalment shall not entitle you to repudiate the contract as to any instalments already delivered.
- 5.7 Occasionally our provision of the Business Services to you may be affected by an Event Outside Our Control (as defined in the General Terms). Please see the General Terms for our responsibilities (and your rights) when this happens.

6. PRICE OF BUSINESS SERVICES

- 6.1 Prices for our Business Services ("Prices") will be available on the Website. These Prices will only be accessible to Business users who have created an account with us (and not to Members). We can change the Prices (and the way in which the Prices are to be paid) from time to time at our sole discretion. Business Services may be priced separately for individual services, or may be priced in "bundles" or "packages" of services (or both), and this will be detailed on the Website.
- 6.2 The Price of the Business Services you order will be as quoted on our Website at the time you submit your order, unless we discover that despite our reasonable efforts, some of the Business Services on our Website may be incorrectly priced. If we discover an error in the Price of the Business Services you have ordered we will contact you to inform you of this error and we will give you the option of continuing to purchase the Business Services at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. If you have already made a payment to us for Business Services, and the relevant order is cancelled, we will refund the amounts already paid by you.
- 6.3 Unless specified otherwise, the Price is in New Zealand dollars, and excludes GST (where applicable).

7. HOW TO PAY

- 7.1 You can only make payments to us using one of the payment options/methods we give you at the time of placing your order.
- 7.2 Payment for the Business Services must be made by credit card at the time of order.
- 7.3 You warrant that all personnel accessing this Website and ordering or paying for Services through your Business account have the appropriate authority, power and legal capacity to use your account, make orders, Contracts and payments to us, and validly accept any applicable payment terms and any terms and conditions applicable to the Business Services which are requested through our Website under your account.
- 7.4 In respect of all credit or debit cards used under your account, you

represent and warrant that such cards are issued in your Businesses' name and you will pay all charges incurred through the charged services. Where we offer that you may make payments to us by means of a third party payment gateway (such as Paypal), you must also adhere to any additional terms the relevant payment service provider advises at the time of payment.

- 7.5 Payments made by means of the online service payment process is through a "secure" website, but you acknowledge and agree that Internet transmissions are never entirely secure or private and that while we take precautions to minimise the related risks, we cannot guarantee that any message or information you provide through the Website (including credit card information) will not be read or intercepted by others who breach the relevant security measures. We are not liable for the interception, 'hacking' or other unauthorised access of information by unauthorised third parties.
- 7.6 It is your responsibility to ensure that the transaction, credit or debit card information, and all other details you provide in relation to your payments made through the online service payment process under your account are correct.

8. CREDIT, PAYMENT AND SECURITY TERMS

- 8.1 Payment Obligations and Consequences of Default: You agree that unless we have specifically agreed otherwise with you in writing, you must pay for all Business Services, in full and without any setoff or deduction, at the time your order is placed. If however we have agreed (at our discretion) to provide you with any ability to pay for Business Services using credit or other deferred payment options, you agree that you must make payment in full by the due date for such payments. If you fail to pay any amount owing to us by the due date for that amount:
 - (a) Default Interest: We may charge you default interest at a rate equivalent to our bank's base lending rate at the time plus 5% per annum, with such interest payable on the amount overdue during the period from the due date until payment is made in full of both the principal and all interest thereon;
 - (b) Costs: You will be liable for all expenses and legal costs (as between solicitor and client) incurred by us as a result of any breach by you of our Terms and Conditions or in recovery or attempted recovery of any monies owed by you to us; and
 - (c) Suspension and/or Cancellation of other orders and your Account: we may, at our sole discretion if you have failed to make the required amount of any payment to us by the required time, take various steps, including (without limitation):
 - (i) demanding immediate payment of all amounts owing to us on that or any other orders from you (whether or not those amounts were otherwise payable yet);
 - (ii) refuse to accept or process any further orders from you;
 - (iii) withhold the provision of any Business Services to you (whether or not the subject of the order in question or otherwise); and/or
 - (iv) temporarily suspend or permanently cancel your account with us; and
 we will not be liable to you in any way for the consequences of any such steps taken in response to your default on payment obligations.

9. CONSUMER GUARANTEES ACT 1993

- 9.1 You agree that our Business Services are supplied to you for business purposes and that the provisions of the Consumer Guarantees Act 1993 do not apply.

10. DESCRIPTION OF BUSINESS SERVICES

- 10.1 Modifications and improvements are constantly being made to our Business Services and the way in which they are offered, the Prices (and payment requirements) and data.
- 10.2 Although we have endeavoured to ensure that the Business Service and pricing information provided on our Website is accurate, complete, and current, we do not provide any representations or warranties as to its accuracy, completeness or currency of information, and we shall not be responsible or liable for any inaccurate, incomplete, or out-of-date information on this Website.

11. COMPLIANCE WITH LAWS

- 11.1 You are solely responsible for obtaining any necessary permits under (and for compliance with) all legislation, regulations, by-laws and rules that apply to the use of any Business Services.

Thank you for visiting our Website and making an order for Business Services.