

Terms of Use of Services. MyClient Global.com Ltd

1 Definitions

"Agreement" means these Terms of Use.

"Access Fee" means the monthly fee (excluding any taxes and duties) payable by You in accordance with the fee schedule set out on the Website (which We may change from time to time on notice to You).

"Confidential Information" includes all information exchanged between the parties to this Agreement, whether in writing, electronically or orally, including the Service but does not include information which is, or becomes, publicly available other than through unauthorized disclosure by the other party.

"Data" means any data inputted by You or with Your authority into the Website.

"Intellectual Property Right" means any patent, trade mark, service mark, copyright, moral right, right in a design, knowhow and any other intellectual or industrial property rights, anywhere in the world whether or not registered.

"Service" means the services made available (as may be changed or updated from time to time by Us) via the Website.

"Website" means the Internet site at the domain www.myclientglobal.com, servermanagerpro.com any other site or subdomain operated by Us.

"MyClient" means MyClient Global.com Limited which is a private company listed in New Zealand and all current and future global subsidiaries of MyClient Global.com Limited without limitation.

"MyClient Portal" means the portal service to which you have access to.

"Us"

Is a reference to "MyClient" defined above, and carries the same meaning. "We" and "Our" have a corresponding meaning and may be used interchangeably.

"Subscriber" means the person who registers to use the Service, and, where the context permits, includes any entity on whose behalf that person registers to use the Service.

"Invited User"

means any person or entity, other than the Subscriber, that uses the Service with the authorization of the Subscriber from time to time.

"You"

means the Subscriber, and where the context permits, an Invited User. "Your" has a corresponding meaning and may be used interchangeably.

"Server" means any computer that You have authorized MyClient to access for the purposes of providing the Service.

"Account" means any Ahsay backup user account, whether ACB , OBM or other license, on any of Your Servers whether or not they are free, trial or paid user accounts.

"Ahsay" means Ahsay Systems Corporation Ltd, a registered company in Hong Kong. The Term Ahsay and associated brands are used in this document for the purposes of clarification only. MyClient is not associated with Ahsay, and does not purport to offer any representation of Ahsay's products or company. "OBM", "ACB", "OBS" and other associated terms are trademarks of Ahsay.

2 Use of Software

MyClient grants You the right to access and use the Service via the Website with the particular user roles available to You according to Your subscription type. This right is non-exclusive, nontransferable, and limited by and subject to this Agreement. You acknowledge and agree that, subject to any applicable written agreement between the Subscriber and the Invited Users, or any other applicable laws:

- a. the Subscriber determines who is an Invited User and what level of user role access to the relevant organization and Service that Invited User has;
- b. the Subscriber is responsible for all Invited Users' use of the Service;
- c. the Subscriber controls each Invited User's level of access to the relevant organization and Service at all times and can revoke or change an Invited User's access, or level of access, at any time and for any reason, in which case that person or entity will cease to be an Invited User or shall have that different level of access, as the case may be;
- d. if there is any dispute between a Subscriber and an Invited User regarding access to any organization or Service, the Subscriber shall decide what access or level of access to the relevant Data or Service that Invited User shall have, if any.

3 Circumvention, Portal License Keys and Security.

- a. You may not (i) utilize any equipment, device, software, or other means to (or designed to) circumvent or remove any form of technical protection used by MyClient in connection with the MyClient Portal, or (ii) Install or Access the MyClient Portal with any product code, authorization code, serial number, or other copy-protection device not supplied by MyClient directly. Without limitation of the generality of the foregoing, You may not utilize any equipment, device, software, or other means to (or designed to) circumvent or remove the MyClient License or any tool or technical protection measure provided or made available by MyClient for managing, monitoring or controlling Installation of or Access to MyClient Portal.

- b. You may not utilize any equipment, device, software, or other means to (or designed to) circumvent or remove any usage restrictions, or to enable functionality disabled by MyClient. You may not bypass or delete any functionality or technical limitations of the MyClient Portal that (or that are designed to) prevent or inhibit the unauthorized copying of, Installation or Access to the MyClient Portal.

- c. Disabling Access. YOU ACKNOWLEDGE AND AGREE THAT INSTALLATION OF AND ACCESS TO MYCLIENT PORTAL MAY BE DISABLED BY THE ACTIVATION, SECURITY, AND TECHNICAL PROTECTION MECHANISMS IF YOU TRY TO TRANSFER ALL OR A PART OF THE LICENSED MATERIALS TO ANOTHER COMPUTER, IF YOU TAMPER WITH THE TECHNICAL PROTECTION MECHANISMS, IF YOU USE THE MYCLIENT PORTAL PAST AN APPLICABLE RELATIONSHIP PROGRAM PERIOD OR FIXED TERM, OR IF YOU UNDERTAKE CERTAIN OTHER ACTIONS THAT AFFECT THE SECURITY MODE OR UNDER OTHER CIRCUMSTANCES AND THAT, IN ANY SUCH EVENT, YOUR ACCESS TO YOUR WORK PRODUCT AND OTHER DATA MAY BE AFFECTED.
MORE INFORMATION IS AVAILABLE FROM MYCLIENT ON REQUEST

4 Your Obligations

4.1 Payment obligations:

Access Fees for Our Services must be paid monthly in advance by credit card, or direct payment to our nominated bank account or any other payment method that we nominate. We provide systems for making recurring credit card payments. You are responsible for the payment of any transactional fees that may be charged to you as a result of these payments. Payments must continue until this Agreement is terminated in accordance with clause 8.

All MyClient invoices will be sent to You, or to a Billing Contact whose details are provided by You, by email. You must pay or arrange payment of all amounts specified in any invoice by the due date for payment and are payable within 10 days of the invoice date. You are responsible for payment of all taxes and duties in addition to the Access Fee.

Contractual Accounts not paid within terms are subject to a 3% per month late payment fee, calculated daily.

4.2 Preferential pricing or discounts:

You may from time to time be offered preferential pricing or discounts for the Access Fees as a result of the number of Accounts or Servers that You have added to the Service or that have been added with Your authority or as a result of Your use of the Service. Eligibility for such preferential pricing or discounts is conditional upon Your acceptance of responsibility for payment of any Access Fees in relation to all of Your Organizations. Without prejudice to any other rights that We may have under these Terms or at law, We reserve the right to render invoices for the full (non-discounted) Access Fees due or suspend or terminate Your use of the Service in respect of any or all of Your Organizations in the event that any invoices for those Access Fees are not paid in full by the due date for payment.

4.3 General obligations:

You must only use the Service and Website for Your own lawful internal business purposes, in accordance with these Terms and any notice sent by MyClient or condition posted on the Website. You may use the Service and Website on behalf of others or in order to provide services to others but if You do so you must ensure that You are authorized to do so and that all persons for whom or to whom services are provided comply with and accept all terms of this Agreement that apply to You.

4.4 Access conditions:

4.4.1 You must ensure that all usernames and passwords required to access the Service are kept secure and confidential. You must immediately notify Us of any unauthorized use of Your passwords or any other breach of security and We will reset Your password and You must take all other actions that We reasonably deem necessary to maintain or enhance the security of Our computing systems and networks and Your access to the Services.

4.4.2 As a condition of these Terms, when accessing and using the Services, You must:

- a) not attempt to undermine the security or integrity of Our computing systems or networks or, where the Services are hosted by a third party, that third party's computing systems and networks;
- b) not use, or misuse, the Services in any way which may impair the functionality of the Services or Website, or other systems used to deliver the Services or impair the ability of any other user to use the Services or Website;
- c) not attempt to gain unauthorized access to any materials other than those to which You have been given express permission to access or to the computer system on which the Services are hosted;
- d) not transmit, or input into the Website, any: files that may damage any other person's computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which You do not have the right to use); and
- e) not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Services or to operate the Website except as is strictly necessary to use either of them for normal operation.

5 License Limitations; Prohibitions

- a. No License Granted; Unauthorized Activities. You acknowledge and agree that, notwithstanding anything to the contrary in this Agreement, no license is granted (whether expressly, by implication or otherwise) under this Agreement (and this Agreement expressly excludes any right) (a) to MyClient Portal, (b) to any MyClient Materials that You did not acquire lawfully or that You acquired in violation of or in a manner inconsistent with this Agreement, (c) for Installation of or Access to the MyClient Portal beyond the applicable license term (whether a fixed term or Relationship Program

period or term) or outside the scope of the applicable License Type or Permitted Number, (d) for Installation of the MyClient Portal on any Computer other than a Computer owned or leased, and controlled, by You, unless otherwise authorized in writing by MyClient, (e) to distribute, rent, loan, lease, sell, sublicense, transfer or otherwise provide all or any portion of the MyClient Portal to any person or entity except as expressly set forth in this Agreement or as expressly authorized in writing by MyClient, (f) to provide or make available any features or functionality of the MyClient Portal to any person or entity (other than to and for Yourself for the purpose specified in the applicable License Type), whether or not over a network and whether or not on a hosted basis, (g) except as otherwise expressly provided with respect to a specific License Type, to Install or Access or allow the Installation of or Access to the

MyClient Portal over the Internet or other non-local network, including, without limitation, use in connection with a wide area network (WAN), virtual private network (VPN), virtualization, Web hosting, time-sharing, service bureau, software as a service, cloud or other service or technology, (h) to remove, alter or obscure any proprietary notices, labels or marks in the MyClient Portal, (i) to decompile, disassemble or otherwise reverse engineer the MyClient Portal, or (j) to translate, adapt, arrange, or create derivative works based on, or otherwise modify the MyClient Portal for any purpose.

5.1 Usage Limitations:

Use of the Service is subject to limitations on the number of Accounts and Servers in accordance with your subscription to Our Services. Any such limitations will be specified within the Service.

5.2 Communication Conditions:

As a condition of these Terms, if You use any communication tools available through the Website (such as any forum, chat room, emailing system or message center), You agree only to use such communication tools for lawful and legitimate purposes. You must not use any such communication tool for posting or disseminating any material unrelated to the use of the Services, including (but not limited to): offers of goods or services for sale, unsolicited commercial e-mail, files that may damage any other person's computing devices or software, content that may be offensive to any other users of the Services or the Website, or material in violation of any law (including material that is protected by copyright or trade secrets which You do not have the right to use).

When You make any communication on the Website, You represent that You are permitted to make such communication. MyClient is under no obligation to ensure that the communications on the Website are legitimate or that they are related only to the use of the Services. As with any other web-based forum, You must exercise caution when using the communication tools available on the Website. However, MyClient does reserve the right to remove any communication at any time in its sole discretion.

5.3 Indemnity:

You indemnify MyClient against: all claims, costs, damage and loss arising from Your breach of any of these Terms or any obligation You may have to MyClient, including (but not limited to) any costs relating to the recovery of any Access Fees that are due but have not been paid by You.

6 Confidentiality And Privacy:

6.1 Confidentiality:

Unless the relevant party has the prior written consent of the other or unless required to do so by law:

- 6.1.1 Each party will preserve the confidentiality of all Confidential Information of the other obtained in connection with these Terms. Neither party will, without the prior written consent of the other, disclose or make any Confidential Information available to any person, or use the same for its own benefit, other than as contemplated by these Terms.
- 6.1.2 Each party's obligations under this clause will survive termination of these Terms.
- 6.1.3 The provisions of clauses 4.1.1 and 4.1.2 shall not apply to any information which:
 - a) is or becomes public knowledge other than by a breach of this clause;
 - b) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - c) is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or
 - d) is independently developed without access to the Confidential Information.

6.2 Privacy:

Our Privacy Policy related to the Website Terms of Use can be located here:

https://www.myclientglobal.com/terms_and_conditions/

7 Intellectual Property:

7.1 General:

Title to, and all Intellectual Property Rights in the Services, the Website and any documentation relating to the Services remain the property of MyClient (or its licensors).

7.2 Ownership of Data:

Title to, and all Intellectual Property Rights in, the Data remain Your property. However, Your access to the Data is contingent on full payment of the MyClient Access Fee when due. You grant Us a license to use, copy, transmit, store, and back-up Your information and Data for the purposes of enabling You to access and use the Services and for any other purpose related to provision of services to You.

7.3 Backup of Data:

You must maintain copies of all Data inputted into the Service. MyClient adheres to its best practice policies and procedures to prevent data loss, including a daily system data back-up regime, but does not make any guarantees that there will be no loss of Data. MyClient expressly excludes liability for any loss of Data no matter how caused.

7.4 Third-party applications and your Data.

If You enable third-party applications for use in conjunction with the Services, You acknowledge that We may allow the providers of those third-party applications to access Your Data as required for the interoperation of such third-party applications with the Services. We shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by third-party application providers.

8 Warranties and Acknowledgements:

8.1 Authority:

You warrant that where You have registered to use the Service on behalf of another person, You have the authority to agree to these Terms on behalf of that person and agree that by registering to use the Service You bind the person on whose behalf You act to the performance of any and all obligations that You become subject to by virtue of these Terms, without limiting Your own personal obligations under these Terms.

8.2 Acknowledgement:

8.2.1 You acknowledge that:

- a) You are authorized to use the Services and the Website and to access the information and Data that You input into the Website, including any information or Data input into the Website by any person you have authorized to use the Service. You are also authorized to access the processed information and Data that is made available to You through Your use of the Website and the Services (whether that information and Data is Your own or that of anyone else).
- b) MyClient has no responsibility to any person other than You and nothing in this Agreement confers, or purports to confer, a benefit on any person other than You. If You use the Services or access the Website on behalf of or for the benefit of anyone other than yourself (whether a body corporate or otherwise) you agree that:
 - i. You are responsible for ensuring that You have the right to do so;
 - ii. You are responsible for authorizing any person who is given access to information or Data, and you agree that MyClient has no obligation to provide any person access to such information or Data without Your authorization and may refer any requests for information to You to address; and
 - c) You will indemnify MyClient against any claims or loss relating to:
 - i. Our refusal to provide any person access to Your information or Data in accordance with these Terms,
 - ii. MyClient making available information or Data to any person with Your authorization.

- d) The provision of, access to, and use of, the Services is on an "as is" basis and at Your own risk.
- e) MyClient does not warrant that the use of the Service will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Service, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Services. MyClient is not in any way responsible for any such interference or prevention of Your access or use of the Services.
- f) It is Your sole responsibility to determine that the Services meet the needs of Your business and are suitable for the purposes for which they are used.
- g) You remain solely responsible for complying with all applicable accounting, tax and other laws. It is Your responsibility to check that storage of and access to your Data via the Software and the Website will comply with laws applicable to you (including any laws requiring you to retain records).

8.3 No warranties:

MyClient gives no warranty about the Services. Without limiting the foregoing, MyClient does not warrant that the Services will meet Your requirements or that it will be suitable for any particular purpose. To avoid doubt, all implied conditions or warranties are excluded in so far as is permitted by law, including (without limitation) warranties of merchantability, fitness for purpose, title and non-infringement.

8.4 Consumer guarantees:

You warrant and represent that You are acquiring the right to access and use the Services for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Services, the Website or these Terms.

9 Limitation Of Liability

To the maximum extent permitted by law, MyClient excludes all liability and responsibility to You (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss of information, Data, profits and savings) or damage resulting, directly or indirectly, from any use of, or reliance on, the Service or Website.

If You suffer loss or damage as a result of Our negligence or failure to comply with these Terms, any claim by You against Us arising from Our negligence or failure will be limited in respect of any one incident, or series of connected incidents, to the Access Fees paid by You in the previous 6 months.

If You are not satisfied with the Service, Your sole and exclusive remedy is to terminate these Terms in accordance with Clause 8.

10 Termination

10.1 Trial policy

From time to time, We may offer the use of our Services on a trial basis. When You first sign up for access to the Services You may be permitted to evaluate the Services under the defined trial usage conditions, with no obligation to continue to use the Services. If You choose to continue using the Services thereafter, You will be billed from the day You first added Your billing details into the Services. If You choose not to continue using the Services, You may cancel the Service by notifying us via email.

10.2 Prepaid Subscriptions

MyClient will not provide any refund for any remaining prepaid period for a prepaid Access Fee subscription.

10.3 No-fault termination:

These Terms will continue for the period covered by the Access Fee paid or payable under clause 3.1. At the end of each billing period these Terms will automatically continue for another period of the same duration as that period, provided You continue to pay the prescribed Access Fee when due, unless either party terminates these Terms by giving notice to the other party at least 30 days before the end of the relevant payment period. If You terminate these Terms You shall be liable to pay all relevant Access Fees on a pro-rata basis for each day of the then current period up to and including the day of termination of these Terms.

10.4 Breach:

10.4.1 If You:

- a) breach any of these Terms (including, without limitation, by non-payment of any Access Fees) and do not remedy the breach within 14 days after receiving notice of the breach if the breach is capable of being remedied;
- b) breach any of these Terms and the breach is not capable of being remedied (which includes (without limitation) any breach of clause 3.4 or any payment of Access Fees that are more than 10 days overdue); or
- c) You or Your business become insolvent or Your business goes into liquidation or has a receiver or manager appointed of any of its assets or if You become insolvent, or make any arrangement with Your creditors, or become subject to any similar insolvency event in any jurisdiction,

MyClient may take any or all of the following actions, at its sole discretion:

- d) Terminate this Agreement and Your use of the Services and the Website;
- e) Suspend for any definite or indefinite period of time, Your use of the Services and the Website;
- f) Suspend or terminate access to all or any Data.

- g) Take either of the actions in sub-clauses (d), (e) and (f) of this clause 8(4) in respect of any or all other persons whom You have authorized to have access to Your information or Data.

10.4.2 For the avoidance of doubt, if payment of any invoice for Access Fees due in relation to any Services is not made in full by the relevant due date, We may: suspend or terminate Your use of the Service, the authority for all or any of Your Invited Users to use the Service, or Your rights of access to all or any Data.

10.5 Accrued Rights:

10.5.1 Termination of these Terms is without prejudice to any rights and obligations of the parties accrued up to and including the date of termination. On termination of this Agreement You will:

- a) remain liable for any accrued charges and amounts which become due for payment before or after termination; and
- b) immediately cease to use the Services and the Website.

10.6 Expiry or termination:

Clauses 1, 3.1, 3.7, 4, 5, 6, 7, 8 and 10 survive the expiry or termination of these Terms.

11 Help Desk

11.1 Technical Problems:

In the case of technical problems You must make all reasonable efforts to investigate and diagnose problems before contacting MyClient. If You still need technical help, please check the support provided online by Us on the Website or failing that email us at support@myclientglobal.com.

Standard Plan technical support is available via email Monday to Friday 9am – 5pm NZST.

11.2 Service availability:

Whilst We intend that the Services should be available 24 hours a day, seven days a week, it is possible that on occasions the Services or Website may be unavailable to permit maintenance or other development activity to take place.

If for any reason MyClient has to interrupt the Services for longer periods than We would normally expect, We will use reasonable endeavors to publish in advance details of such activity on the Website.

12 General

12.1 Entire agreement:

These Terms, together with Our Privacy Policy and the terms of any other notices or instructions given to You under these Terms of Use, supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between You and MyClient relating to the Services and the other matters dealt with in these Terms.

12.2 Waiver:



If either party waives any breach of these Terms, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

12.3 Delays:

Neither party will be liable for any delay or failure in performance of its obligations under these Terms if the delay or failure is due to any cause outside its reasonable control. This clause does not apply to any obligation to pay money.

12.4 No Assignment:

You may not assign or transfer any rights to any other person without Our prior written consent.

12.5 Governing law and jurisdiction:

If You accept these terms then New Zealand law governs this Agreement and You submit to the exclusive jurisdiction of the courts of New Zealand for all disputes arising out of or in connection with this Agreement.

12.6 Severability:

If any part or provision of these Terms is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remainder of this Agreement will be binding on the parties.

12.7 Notices:

Any notice given under these Terms by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to Us must be sent to support@myclientglobal.com or to any other email address notified by email to You by Us. Notices to You will be sent to the email address which You provided when setting up Your access to the Service.

12.8 Rights of Third Parties:

A person who is not a party to these Terms has no right to benefit under or to enforce any term of these Terms.

12.9 Formatting and Numbering:

Formatting, colors and numbering used in this document are for the purpose of increasing readability and in no way form part of the agreement. Formatting is not intended to suggest importance of one section over another, other than what may be correctly interpreted by the text.

