

PUTTI Terms of Use

These Website Terms of Use were updated on August 18, 2014. By accessing and using Putti following such update, you indicate that you have read and agree to the updated terms and conditions of these Website Terms of Use.

Welcome to PUTTI, an Internet platform for the creation of mobile applications, available at www.puttiapps.com ("Website" or "Site"), and is operated and administered by App La Carte d.b.a. "PUTTI" ("PUTTI", "our", "us" or "we").

PLEASE READ THESE TERMS OF USE (the "TERMS") CAREFULLY BEFORE USING THE WEBSITE.

By accessing and using the Site or by clicking a box that states that you accept or agree to these Terms you signify your agreement to and intent to be bound by these Terms. These Terms apply to all users of the Website. If you do not agree to these Terms, you may not use the Site or any information contained herein.

The Services

The Site provides you with information, various tools, features and functionality, and enables you to create, maintain and administer a range of applications such as mobile applications, as well as other solutions, products, services, Content and forums to interact with other users via specific programs and blogs, which all can be used and/or displayed via the internet, mobile phones, tablets and/or any other current or future platform or media (the "Services"). "Content" means data, information, graphics, links, web pages, signs, images, software and code, files, texts, photos, audio or video, sounds, visual works, musical works, works of authorship, and components.

Additionally, your use of certain Services and Content may also be subject to disclaimers, legal notices, terms, click-through agreements or other legal agreements (collectively, "Additional Terms"). These Additional Terms may be posted on the Site or sections of the Site where applicable. As a result, certain Services may not be accessible by you until you agree to the applicable Additional Terms. These Terms and, where applicable, the Additional Terms, form a legally binding agreement between you and us regarding your access and use of the Site, Services and any Content. In the event of any conflict or inconsistency between these Terms and any such Additional Terms, the Additional Terms shall control. The Services are provided for your convenience only, without any obligation by PUTTI to provide any technical support or any other type of assistance.

Access and Use of the Site and Services

We hereby grant you permission to use the Site, provided that you: (i) comply in full with these Terms; (ii) will not copy, distribute or modify any part of the Site without our prior written authorization; (iii) will not send unsolicited or unauthorized advertisements, spam, chain letters, etc.; and (iv) will not disrupt servers or networks connected to the Site.

You agree not to: (i) access or use the Site, Services and/or Content in any manner that could damage, disable, overburden, or impair any of our accounts, computer systems or networks; and (ii) attempt to

gain unauthorized access to any parts of the Site, Services and/or Content, computer systems or networks. You agree not to interfere or attempt to interfere with the proper working of the Site or any of our accounts, computer systems or networks.

Access to and use of password-protected or secure areas of the Site is restricted to authorized users only.

You agree not to use or launch any automated system, including without limitation, "robots", "spiders", "crawlers" and "offline readers" that access the Site in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. We grant the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of creating publicly available searchable indices of the materials, but not to cache or archive such materials.

You agree not to collect or harvest any personally identifiable information, including account names or e-mail addresses, from the Site, nor to use the communication systems provided by the Site for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Site with respect to their User Submissions (as defined below) or otherwise.

Certain of our Services permit commercial use as specifically identified in connection with such Services. All commercial use of the Site and/or Services must be in accordance with the terms herein and the specific terms pertaining to those Services. Illegal and/or unauthorized use of the Site, Services and/or any Content, or any portion thereof, including, but not limited to, unauthorized framing of or linking to the Site is prohibited. Any such use shall be deemed to be a violation of these Terms.

Your Account on the Site

In order to access some features of the Site, you will have to create an account. By creating your account, you agree to provide true, accurate, current and complete information about yourself as prompted by our registration processes, and to maintain and update your information, as needed. You agree not to share your account, password or other account information. You may not use another user's account without obtaining prior written permission. You shall not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person's username, password or other account information, or another person's name, likeness, voice, image or photograph.

You are solely responsible for maintaining the confidentiality of your account, password or other account information and for any activity that occurs on your account, and you must keep your account password secure. You must notify us immediately of any breach of security or unauthorized use of your account or any other breach of security that you become aware of involving or relating to your account. You will be liable for any use of your account or password, including without limitation, our losses due to any unauthorized use of your account. We will not be liable for any losses incurred by you or anyone on your behalf and caused due to any unauthorized use of your account.

You agree to notify us immediately of any unauthorized use of your account, password or other account information.

Proprietary Rights of PUTTI

PUTTI retains all right, title and interest in and to the Site, Services and Content, and any derivatives thereof, including any Intellectual Property Rights contained and/or made available therein or in connection thereto (collectively, "PUTTI IP"). As used herein, "Intellectual Property Rights" means inventions and patents of any type, design rights, utility models or other similar invention rights, copyrights, trademarks, service marks, trade names, trade dress, logos, trade secrets or confidentiality rights, and any other intangible property rights including applications for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.

All use of the PUTTI IP shall inure to the benefit of PUTTI, and you shall not: (i) contest, or assist others to contest, our rights or interests in and to the PUTTI IP or the validity of our rights in and to the PUTTI IP and all applications, registrations or other legally recognized interests therein, or (ii) seek to register, record, obtain or attempt to pursue any Intellectual Property Rights or other proprietary rights or protections in or to said PUTTI IP. All rights in the PUTTI IP which are not expressly granted herein are reserved by PUTTI. You hereby agree to assign and do assign to PUTTI any modifications or derivative works of any Services and/or Content made by you in contravention of the foregoing limitation.

You agree not to remove, obscure or alter any notices of Intellectual Property Rights or disclaimers appearing in or on the Site Services and/or Content.

All rights to use any of PUTTI copyrights, trademarks, service marks, trade names, trade dress, logos, slogans, copyrighted designs or other brand features (collectively "Brand Features") are wholly owned by the respective company of PUTTI. Any use of the Brand Features, and any goodwill therefrom, shall inure to PUTTI benefit, and shall be subject to PUTTI . If you are seeking permission to use any of our Brand Features please contact our us at: support@puttiapps.com

To the extent that we solicit User Submissions (defined below) through features or activities on or through the Site (including games, sweepstakes, contests, promotions and blogs that require the use of our PUTTI IP (in whole or in part), we hereby grant you a non-exclusive license as required solely for the purpose of creating your User Submissions; and subject to the terms below with respect to User Submissions.

User Submissions

Some sections of the Site (such as message boards, blogs, forums, sweepstakes or comments) may provide you and other visitors of the Site with the opportunity to submit, post, display, transmit and/or exchange information, ideas, opinions, photographs, images, video, musical compositions (including lyrics), sound recordings, characterizations, creative works or other information, messages, transmissions or materials, including your name and likeness, to PUTTI or others (collectively, "Submission").

User Submission License.

By posting, submitting or uploading User Submission to any part of the Site, you represent and warrant that it complies with these Terms, and you acknowledge and agree that you are granting PUTTI a perpetual, irrevocable, unlimited, worldwide, royalty-free, transferable (in whole or part), sub-licensable right and license to (the "Submission License"): (a) use, reproduce, copy, display, create derivative works

from, license, modify, adapt, publish, translate, distribute, perform, exhibit, host, cache, store, archive, index, categorize, comment on, tag, transmit, broadcast, edit, modify, synchronize with visual material, incorporate in other works in any form, media, or technology now known or later developed, for the full term of any rights that may exist in such User Submission and transcode the User Submission to appropriate media formats, standards or mediums (in each of the foregoing cases, in whole or in part); and (b) offer to sell, sell, lease, assign and otherwise transfer to third parties the right to use, exhibit and otherwise use, exploit or distribute the User Submission (in whole or in part and as altered by PUTTI in its sole discretion) throughout the world in perpetuity, in any and all media, whether now existing or hereafter developed, without compensation to you for any and all purposes including entertainment, news, advertising, promotional, marketing, publicity, trade or commercial purposes, all without further notice to you, with or without attribution to you, and without the requirement of any permission from or payment to you or to any other person or entity.

Your Rights in your User Submissions.

You represent and warrant that: (a) you have the right and authority to grant the User Submission License to us; (b) our exercise of the rights granted pursuant to the User Submission License will not infringe or otherwise violate any third party rights; and (c) all so-called "moral rights" in the User Submission have been waived to the full extent allowed by law. Further, you represent and warrant to PUTTI that your User Submission is original work made or created by you or that you have all right, title, and/or authority to grant the User Submission License to PUTTI. In addition, you represent and warrant that your User Submission does not infringe or violate any rights of any third party or entity, including, without limitation, any Intellectual Property Rights, defamation, privacy, publicity or any other similar right. If your User Submission includes images, photos or video of individuals other than you, then before you post such User Submission on the Site, you must have the express consent of everyone who appears in the User Submission in order to submit the User Submission for use, exhibition and other exploitation in any manner and in any and all media, whether now existing or hereafter discovered, throughout the world, in perpetuity. If you submit an image of someone who is under 18 years of age who is not your child, you must have the permission of that child's parent or legal guardian.

Subject to the User Submission License you grant to PUTTI hereunder, you shall continue to retain all rights in and to your User Submission. Nothing in these Terms shall limit you from selling or licensing your User Submission to any other person or entity.

Your Liability for your User Submissions.

You are solely responsible for your User Submission and any consequences of posting or publishing it on the Site whether as part of a message board, forum, blog, application you create or otherwise. These sections of the Site are public and not private, and you acknowledge and agree that you have no expectation of privacy with respect to any User Submission posted or published in any such section of the Site. Please carefully consider the User Submission you choose to post on any section of the Site. You should not include any personal information of yours or other third party such as full name, telephone

number, photo or street address, as part of your User Submission. We cannot guarantee the security of any information you disclose through the Site; you make such disclosures at your own risk.

Further, you are solely responsible for any interaction with other users or visitors of the Site and/or Services. We reserve the right but shall have no obligation to monitor disputes between you and any other user or visitor of the Site.

Legality of User Submissions.

You agree that your User Submission (or any content made available therein) will not: (i) be unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes; (ii) create a risk to a person's safety or health, to public safety or health, compromise national security, or interfere with an investigation by any law enforcement; (iii) promote illegal drugs, violate export control laws, or relate to gambling or arms trafficking; (iv) be unlawful, defamatory, abusive, libelous, threatening, harmful, vulgar, obscene, profane, pornographic, harassing, hateful, inaccurate, racially or ethnically offensive, or otherwise objectionable material or encourage conduct that would be considered a criminal offense, give rise to civil liability, violate any applicable local, state, national or international law or regulation; (v) infringe or violate any right of a third party including: (a) any Intellectual Property Right, right for privacy or other proprietary or contractual rights; or (b) any confidentiality obligation; (vi) contain any virus or other harmful component, or otherwise tamper with, impair or damage the Site or any connected network, or otherwise interfere with any person or entity's use or enjoyment of the Site; or (vii) include any "flaming", "spamming", "flooding" and/or "trolling" mechanism, as those terms are commonly understood and used on the Internet.

Monitoring or Removal of User Submissions.

You grant the User Submission License to PUTTI whether or not your User Submission (or any part thereof) is actually posted on the Site or used by PUTTI. You acknowledge and agree that PUTTI may, at its sole discretion, elect to post or not post your User Submission on any Site, or to remove your User Submission from any Site after it has been posted or published, at any time, for any reason and without notice, and not to use, exhibit or otherwise exploit your User Submission in any manner whatsoever. You further acknowledge and agree that you post, submit or upload your User Submission voluntarily, and not in confidence, and that no confidential relationship is intended or created between PUTTI and/or any other person or entity, on the one hand, and you, on the other hand, by your submission of the User Submission.

Additionally, as we do not permit copyright-infringing activities and infringement of any Intellectual Property Rights on our Site, we will remove all content and User Submissions if we are properly notified that such content or User Submissions infringe on any person or entity's Intellectual Property Rights. In addition, we will cooperate fully with any law enforcement officials and/or agencies in the investigation of any person or persons who violates these Terms.

Indemnification respecting your User Submissions.

You understand that when using the Site, you may be exposed to User Submissions, from a variety of sources, that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against us with respect thereto, and

agree to indemnify and hold us harmless to the fullest extent permitted by law regarding all matters related to your User Submissions.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, BY POSTING, SUBMITTING, OR UPLOADING USER SUBMISSION TO ANY MESSAGE BOARD, BLOG, FORUM, SWEEPSTAKES, APPLICATION YOU CREATE OR ANY OTHER AREA ON THE SITE, YOU HEREBY EXPRESSLY PERMIT PUTTI TO IDENTIFY YOU AS THE CONTRIBUTOR OF SUCH USER SUBMISSION IN ANY PUBLICATION IN ANY FORM, MEDIA OR TECHNOLOGY NOW KNOWN OR LATER DEVELOPED IN CONNECTION WITH YOUR USER SUBMISSION.

Confidentiality

Any confidential or proprietary information of either party, whether of a technical, business or other nature, including but not limited to trade secrets, know-how, technology, and information relating to customers, business plans, promotional and marketing activities, finances, and other business affairs, including but not limited to the terms of this Agreement and PUTTI (collectively confidential information) disclosed to the recipient party by the disclosing party will be treated by the recipient party as confidential and proprietary. Unless specifically authorized by the disclosing party, the recipient party will: (a) not disclose such Confidential Information to any third party; and (b) otherwise protect such Confidential Information from unauthorized use and disclosure to the same extent that it protects its own Confidential Information of a similar nature. This section 7 will not apply to any information that; (i) was already known to the recipient party, other than under an obligation of confidentiality, at the time of disclosure by disclosing party; (ii) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the recipient party; (iii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the recipient party in breach of this Agreement; (iv) was disclosed to the recipient party, other than under an obligation of confidentiality, by a third party who had no obligation to the other party not to disclose such information to others; or (v) was developed independently by the recipient party without any use of Confidential Information.

Links to Third Party Websites

The Site, Services and/or Content may contain links to independent third party websites and to information provided on such independent third party websites. These independent third party websites are provided solely as a convenience to you and other visitors of the Site, and are not under our control whatsoever. PUTTI is not responsible for and does not endorse the content of such independent third party websites, including any content, information or services contained on such independent third party websites, nor is it responsible for any changes or updates to such independent third party websites. You will need to make your own independent judgment regarding your interaction with and use of these independent third party websites, which will be at your risk. You agree that PUTTI shall not be directly or indirectly responsible or liable for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any content, information or services available on or through any such independent third party websites.

Changes and Notices

We reserve the right, at our sole discretion, to amend these Terms, at any time, without notice to you. Please check these Terms periodically for changes. If we modify these Terms, we will post the modification on the Site. We will also update the "Last Updated Date" at the bottom of this page. The revised Terms will be effective when posted. You may access the updated Terms by clicking on the "Legal" link which is included at the bottom of each web page of the Site. By continuing to use the Site after we have posted changes to the Terms, you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site or Services.

Further, we reserve the right, at our sole discretion, to modify, change or discontinue any part or all of the Site and/or the Services and/or their scope or availability, at any time, without notice to you. Such changes by their very nature may cause inconvenience or even malfunctions. YOU AGREE AND ACKNOWLEDGE THAT WE DO NOT ASSUME ANY RESPONSIBILITY WITH RESPECT TO, OR IN CONNECTION WITH, THE INTRODUCTION OF SUCH CHANGES OR FROM ANY MALFUNCTIONS OR FAILURES THAT MAY RESULT THEREFROM.

Site and Services' Availability

The availability and functionality of the Site and Services depend on various factors, including software, hardware and communication networks that are provided by third parties. These factors are not fault-free. PUTTI DOES NOT WARRANT THAT THE SITE AND SERVICES WILL OPERATE WITHOUT DISRUPTION, ERRORS OR INTERRUPTIONS, OR THAT THEY WILL BE ACCESSIBLE OR AVAILABLE AT ALL TIMES OR IMMUNE FROM ERRORS OR UNAUTHORIZED ACCESS.

Change or Termination of Operation

At any time, we reserve the right, without notice, to do any of the following: (1) modify, suspend or terminate the operation of or access to the Site, Services and/or Content or any portion thereof, for any reason; (2) modify or change the Site, Services and/or Content or any portion thereof, and any applicable policies or terms related thereto; and (3) interrupt the operation of the Site, Services and/or Content or any portion thereof, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

Disclaimer of Warranty

THE SITE, SERVICES AND CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PUTTI DOES NOT GUARANTEE THAT THE SITE, SERVICES OR ANY CONTENT WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SITE, SERVICES AND/OR CONTENT WILL PROVIDE SPECIFIC RESULTS. ALL INFORMATION PROVIDED ON THE SITE, SERVICES AND CONTENT IS SUBJECT TO CHANGE WITHOUT NOTICE. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, PUTTI DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS, AVAILABILITY, SECURITY OR COMPATABILITY. PUTTI DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH

OR RELATED TO YOUR USE OF THE SITE, SERVICES AND/OR CONTENT. YOU ASSUME THE TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE, SERVICES, CONTENT AND ANY SITE LINKED THERETO. YOUR SOLE REMEDY AGAINST PUTTI FOR DISSATISFACTION WITH THE SITE, SERVICES AND/OR CONTENT IS TO STOP USING THE SITE, SERVICES OR ANY SUCH CONTENT.

The above disclaimer applies to any and all damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

Limitation of Liability

EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT WILL PUTTI BE LIABLE TO YOU FOR ANY AND ALL DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, REVENUE, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, EVEN IF PUTTI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF OR RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SITE, SERVICES OR CONTENT; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES ARISING OUT OF YOUR USE OR INABILITY TO USE THE SITE, SERVICES OR CONTENT; (III) ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OR AVAILABILITY OF THE SITE AND SERVICES; (IV) ANY FAULT OR ERROR MADE BY ANY MEMBER OF PUTTI OR ANYONE ACTING ON THEIR BEHALF, OR FROM YOUR RELIANCE ON CONTENT AVAILABLE ON OR THROUGH THE SITE OR SERVICES; (V) ANY COMMUNICATION, INTERACTIONS, DEALINGS OR ENGAGEMENTS MADE OR ATTEMPTED THROUGH THE SITE OR SERVICES; OR (VI) ANY OTHER MATTER RELATING TO THE SITE, SERVICES OR CONTENT. IN ANY EVENT, YOUR SOLE REMEDY SHALL BE TO CEASE ANY USE OF THE SITE AND/OR SERVICES. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE TERMS APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY, SUCH AS FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Indemnification

You agree to defend, indemnify and hold harmless PUTTI, and its respective officers, directors, employees and agents, licensors, licensees, distributors, agents, representatives and other authorized users, and each of PUTTI's Affiliates entities' respective resellers, distributors, service providers and suppliers (collectively, the "Indemnified Parties") from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorneys' fees) incurred by the Indemnified Parties in connection with or arising from: (i) your use of the Site, the Services and/or the Content; (ii) your violation of these Terms and/or any Additional Terms; (iv) your violation of any third party right, including without limitation any copyright, property, publicity or privacy right; or (v) any claim that one of your User Submissions caused damage to a third party. You shall use your best efforts to cooperate with us in the defense of any claim. We reserve the right, at our own expense, to employ separate counsel and assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

Fees and taxes

The fees charged for use of PUTTI Services are set out on the Website ("Fees") and are subject to change. We will endeavour to notify you (by email or by displaying a message when you next use the PUTTI Services) at least 30 days before increasing the Fees. Fees are charged in advance on a monthly or annual basis and are non-refundable, including if you only use part of a month or year's subscription for the PUTTI Services. Unless required by law, we will not provide refunds in connection with the PUTTI Services. A valid credit card number is required for paying all Fees.

If you are carrying out a free trial of the PUTTI Services (as offered on the Website or the Apps), the free trial will begin on the day that your account is opened and end 30 days later. If you wish to continue to use the PUTTI Services at the end of the free trial period, you will need to provide valid credit card details (unless you choose to use any free PUTTI Services which we may offer from time to time).

All Fees are exclusive of all taxes (other than New Zealand GST), and you indemnify and hold PUTTI harmless against any claims by any tax authority for any underpayment of any sales, use, goods and services, value added or other tax or levy, and any penalties and/or interest.

Prices, Payment, and GST

Except where stated otherwise, all prices are in New Zealand dollars and are quoted exclusive of GST.

Payment must be made in accordance with the payment option that you select when commencing your Rocketspark service. If you select a monthly payment option for your subscription you must make payment monthly and your payment must be made on or before the same day of the month as your first payment. An annual subscription will be renewed on the anniversary date of your first payment. We reserve the right to change the day of the month when your payment falls due at a future time by email notice to you.

Any price changes will be notified by email and posted on our website not less than two months before the change takes effect.

Failure to pay (including reversal of credit card or other payments) may result in your website being disabled until payment is made, and we may decline to supply any further products or services until payment is made. At our discretion if you do not pay we may cancel your subscription and we may not carry out work maintaining your registration of your domain name. Where any amount that you owe to us remains unpaid, we may notify you when action is required to maintain your domain name but we will not be liable to you if we do not notify you. If we are going to cancel your subscription and/or the registration of your domain name as a result of your not paying our charges, we will not give you any notice before we initiate action to cancel your account and/or domain name.

Your invoice will be emailed to you at the email address you supply when you register for Rocketspark. You are responsible for ensuring that your contact details are up to date in your Company/ Personal Information in your Account Settings.

Any custom design work undertaken for you at your request will be quoted and invoiced separately from your monthly subscription.

You are responsible for paying GST and all other taxes. Customers outside of New Zealand may not be liable to pay NZ GST. However, you may be liable to pay taxes in the country where you are located. This is entirely your responsibility.

You will not be considered to have made any payment until that payment has cleared through the banking system into our bank account. If any payment is reversed by your bank or credit card company, we will charge you an administration fee.

If you have not paid in full by the due date, we may charge you interest compounding monthly on the unpaid overdue balance at the rate of 5% per annum above the current overdraft rate charged by our bankers, and we may charge costs (including collection costs and legal costs on a solicitor-client basis) and suspend delivery of further goods or performance of further services until the account is paid in full.

Termination of Your Account

We may limit, suspend or terminate your account and/or your ability to access the Site and your use of the Site or any areas of the Site, Service or any Content provided on or through the Site, in our sole discretion, immediately, and/or limit, suspend or terminate any future access, with or without cause for your failure to fully comply with these Terms and/or the applicable Additional Terms. You agree that we shall not be liable to you or any third party for any limitation, suspension or termination of your access to or use of the Site, Services or any Content.

You agree that in the event we discontinue, terminate or suspend your account, you shall not attempt to re-register with or access the Site or Services through use of a different user name or otherwise.

You also agree that any violation by you of these Terms will constitute an unlawful and unfair business practice, and will cause irreparable harm to PUTTI, for which monetary damages would be inadequate, and you consent to PUTTI obtaining any injunctive or equitable relief that we deem necessary or appropriate in such circumstances. These remedies are in addition to any other remedies we may have at law or in equity.

If any member of PUTTI does take any legal action against you as a result of your violation of these Terms, such member will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to such member of PUTTI. You agree that we will not be liable to you or to any third party for termination of your access to the Site or the Services as a result of any violation of these Terms.

Cancellation of accounts

You are entitled to cancel your account with PUTTI at any time. You may cancel your account by following the prompts when you are logged into your account through the Apps or the Website. If you cancel your account before the end of your current paid up month or year, your cancellation will take effect immediately and you will not be entitled to any refund of Fees paid in advance (unless we agree otherwise).

If your account is cancelled: (a) your account will be deactivated or deleted; (b) all of your rights granted under these Terms will immediately come to an end; and (c) all of your data and content may be deleted from our systems immediately. Your content cannot be recovered once your account is cancelled. We are not liable for any loss or damage following, or as a result of, cancellation of your account, and it is your responsibility to ensure that any content or data which you require is backed-up or replicated before cancellation.

Governing Law, Jurisdiction

These Terms and your use of the Site will be governed by and construed in accordance This Agreement will be constructed in accordance with the laws of New Zealand, without reference to its choice of law provisions.. The prevailing party in any dispute under this Agreement will be entitled to its costs and reasonable attorneys fees. All notices required or permitted to be given under this Agreement will be deemed given (i) three business days after being deposited in the mail, first class, postage prepaid, (ii) upon transmission, if sent by facsimile, (iii) upon delivery, if served personally or sent by any generally recognized overnight carrier, or (iv) upon transmission, if sent by e-mail and later confirmed by one of the preceding means. If any provision of this Agreement shall be judged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable

Miscellaneous

These Terms, together with the Privacy Policy and any Additional Terms (collectively, the "Complete Terms") shall constitute the entire agreement between you and us in connection with or in relation to the Site, the Services and any Content. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. You may not assign or transfer your rights and obligations under the Terms. Any attempted or actual assignment thereof by you will be null and void. The section headings in the Terms are included for convenience only and shall take no part in the interpretation or construing of the Terms. In these terms of use, the word "including" is used illustratively, as if followed by the words "but not limited to".

Surviving Terms

The following sections shall survive the termination or expiration of these Terms: Proprietary Rights of PUTTI, User Submissions, Requests to Remove Content, Privacy, Disclaimer of Warranty, Limitation of Liability, Indemnification, and Governing Law & Jurisdiction.