

nValuate service provider terms and conditions

As a customer of nValuate these terms and conditions plus our [privacy policy](#) form the basis of nValuate's contract with you.

These terms and conditions were last updated 21 July 2019.

1. Parties to this agreement

- The nValuate service provider is Tranzpayments Consulting Limited (referred to as "nValuate").
- The customer is the organisation using nValuate services.

2. Service provider terms and condition

- By clicking on "I accept the service provider terms and conditions" you agree to the nValuate service provider terms and conditions ("terms and condition"). We may amend these terms and conditions from time to time which will vary this contract with you. You are responsible for ensuring you are familiar with the latest terms and conditions. Your continued use of the services represents your agreement to be bound by the terms and conditions as amended.
- You also acknowledge that you are authorised to enter into this agreement on behalf of your company, association or sole trading organisation.
- In this contract we use the terms "nValuate", "we", "our" and "us" to refer to Tranzpayments Consulting Limited and "you", "your" and "service provider" to refer to the customer.
- "the services" referred to in this contract are covered in clause 5 below.

3. nValuate's commitment of service to you

- We aim to provide you with consistently reliable and good quality service. We do not guarantee that the service we provide will be perfect. When access to your services are disrupted we will do our best to reinstate the service to you as soon as we can.
- We will take all reasonable steps to maintain the security and confidentiality of any documents you upload as part of our services.
- Once you have finished using our services, we will remove all documents you have uploaded.
- For any support issues you can contact us on info@tranzpayments.com.

4. Your responsibilities

- You agree that you will:
 - Pay for the services which will be inclusive of GST.
 - Pay each bill by the due date on the invoice. If you do not we may elect to charge you interest at the Kiwibank floating interest rate at the time of your overdue payment. We may also recover from you all legal and related collection costs incurred by us from the collection of any amount you owe us.
 - Ensure any information you give us is correct and complete.
 - Comply with any legal requirements concerning use of our services.

- You are responsible for the contents of any document or data you upload or enter into our website.
- You will not upload any objectionable or illegal materials to our website.
- You are responsible for ensuring any information you enter or maintain on our website complies with all relevant legislation.

5. Our services

- Document management services including:
 - A web address (URL) for your exclusive use while using our services
 - The ability to upload documents
 - The ability to setup folders for maintaining documents
 - The ability to assign users who can access documents
 - The ability to see who has uploaded or accessed documents
- Tender evaluation services including:
 - Scoring tool to enable collaborative scoring of evaluations
 - Rules based checks on entered scores
 - Workflow through phase in the evaluation process
 - Full audit of activity throughout
 - Workbooks and reports for moderation
 - Detailed reports
 - Evaluator tracking for progress

6. Our pricing

- We will confirm our pricing for the services via email prior to commencing use of our services.

7. Termination of service

- If you do not meet any of your responsibilities under this contract, we may terminate the services to you at any time.
- You may terminate service with us on one month's notice by emailing us at info@tranzpayments.com
- We may terminate service with you for any reason on 90 days notice to you.
- We reserve the right to refuse service to any person or entity who applies to use our service.

8. Liabilities

- If you receive goods or services from us for the purposes of a business, then you agree that the Consumer Guarantees Act 1993 will not apply to this contract.
- Our service is provided on an "as is, as available" basis. We specifically disclaim any other warranty, express or implied, including any warranty of merchantability or fitness for a particular purpose.
- In no event shall we be liable for any consequential, indirect, special or incidental damages, even if we have been advised by you of the possibility of such potential loss or damage. If our service is disrupted or malfunctions for any reason, we shall not be

responsible for losses of income due to disruption of service, beyond the fees paid by you for services during the period of disruption or malfunction.

- You agree to indemnify us for any liabilities whatsoever that we may incur as a result of your use of our services.

9. Other terms

- We will provide you with a minimum of 90 days notice of any pricing change.
- We may assign or transfer our rights and responsibilities under this contract to someone else. We will give you written notice in advance if we intend to do this.
- We may also subcontract the performance of any of our responsibilities under this contract to anyone else.
- You may not assign or transfer any of your rights or responsibilities under this contract to anyone else without our prior written consent
- This contract is bound by the exclusive jurisdiction of the courts of New Zealand.

10. Notice

- Written notices may be sent to our registered office at:
 - 2C/164 The Terrace, Wellington Central, Wellington, 6011 , New Zealand
- You can also email us at info@tranzpayments.com.