

## **Beauty Craft Surfaces Limited Application Use Terms**

This is an agreement between Beauty Craft Surfaces Limited and you. Please read this thoroughly. These terms apply to the ENGAGE application (“application”) you are using and or downloading from [www.beautycraft.co.nz](http://www.beautycraft.co.nz).

The terms also apply to any Beauty Craft Surfaces Limited application, including:

- \* updates;
- \* supplements ;
- \* Internet-based services; and
- \* support services

If other terms accompany separate Beauty Craft Surfaces Limited items, those terms also apply.

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE APPLICATION.

If you comply with these terms, you have the rights below.

### **User Rights**

You may use the application on your devices.

### **Scope of Use**

The application is made available for use, not sold. This agreement only gives you some limited non-exclusive rights to use the application. Beauty Craft Surfaces Limited reserves all other rights including the right to terminate its use at any time for any reason. Unless applicable law gives you more rights despite this limitation, you may use the application only as expressly permitted in this agreement and in conjunction with the Beauty Craft Terms and Conditions of Sale for any product(s) ordered from Beauty Craft Surfaces Limited using this application. In doing so, you must comply with any technical limitations in the application that only allow you to use it in certain ways. You may not

- \* work around any technical limitations in the application;
- \* reverse engineer, decompile or disassemble the application, except and only to the extent that applicable law expressly permits, despite this limitation;
- \* make more copies of the application, despite this limitation;
- \* publish the application for others to copy;
- \* rent, lease or lend the application;
- \* transfer the application or this agreement to any third party;
- \* use the application for commercial services outside of the sourcing of a price from Beauty Craft Surfaces Limited; or
- \* use the application outside of New Zealand.

### **Sensitive Information**

Files saved by Beauty Craft Surfaces Limited may include personally identifiable or other sensitive information (such as usernames and passwords). By using this application, you acknowledge that you are aware of this and take sole responsibility for any personally identifiable or other sensitive information provided to Beauty Craft Surfaces Limited or any other party through your use of the application.

## **Documentation**

Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

## **Export Restrictions**

The application use is subject to the laws of New Zealand. You must comply with all laws and regulations that apply to the application. This application is only for use within New Zealand.

## **Further Conditions**

The application is intended for use only within New Zealand and solely for supply of materials and or products to Beauty Craft Surfaces Limited customers. Application access may be withheld or discontinued for any reason as solely determined by Beauty Craft Surfaces Limited.

Beauty Craft Surfaces Limited reserve the right in its sole discretion to not accept orders for any reason for example (but without limitation), breach of our terms and conditions, use the system inappropriately or if material system errors and omissions occur. Beauty Craft Surfaces Limited reserves the right in its sole opinion to terminate access for any reason at any time without recourse.

Submission of an order via the application to Beauty Craft Surfaces Limited does not mean acceptance until Beauty Craft Surfaces Limited has replied with a separate written order confirmation by email.

If material information inaccuracies for example (but without limitation), errors or omissions are submitted by you, then you accept that Beauty Craft Surfaces Limited is not responsible for any inaccuracies for example (but without limitation), errors or omissions or any cost to remedy. You will accept and pay for any goods where you or your and assigns have submitted an order, even if incorrect.

Beauty Craft Surfaces Limited cannot be held responsible for non-availability of materials, unforeseen circumstances and any force majeure event that may unfavourably impact upon delivery date or our ability to accept any order made using the application.

## **Support Services**

Because this application is "as is," we may not provide support services for it.

## **Entire Agreement**

This agreement, and the Beauty Craft Surfaces Limited Terms and Conditions of sale (which can be supplied separately upon request or downloaded from the Beauty Craft Surfaces Limited web site), the terms for supplements, updates, and support services that you use, are the entire agreement for the application and support services.

## **Applicable Law**

New Zealand Law.

## **Disclaimer of Warranty**

Use of the application is made available to you "as-is." You bear the risk of using it. Beauty Craft Surfaces Limited gives no express warranties, guarantees or conditions. To the extent permitted under law, Beauty Craft Surfaces Limited excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

## **Limitation on and Exclusion of Remedies and Damages**

You cannot recover from Beauty Craft Surface Limited any direct damages. You cannot recover any other damages, including (but without limitation) consequential, lost profits, special, indirect or incidental damages.

This limitation also applies to

- \* anything related to the application, services, content (including code) on third party Internet sites, or third party programs; and
- \* claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Beauty Craft Surfaces Limited knew or should have known about the possibility of the damages.

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