

ESSE VAULT LIMITED TERMS and CONDITIONS Updated 25th May 2023

INTRODUCTION

General Terms. Thank you for choosing EsseVault. Before starting, please read these General Terms of Service (“General Terms”) carefully. The General Terms cover the scope of your use of and access to EsseVault and any Software (as described below) provided by EsseVault Ltd a New Zealand Incorporated Company (collectively, the “Service” or “Services”).

Subscription. All our paid Services are provided on a Subscription basis. This means that the provision of the Services will auto-renew at the end of the current Subscription period, unless you cancel it before the auto-renewal. For a summary of key aspects related to your Subscription of our Services, please read the Subscription Terms.

Terms. These General Terms and the Subscription Terms, along with any applicable Service Specific Terms.

EsseVault. For the purpose of these Terms, “we”, “us”, or “our” means EsseVault and/or EsseVault Limited and parents, subsidiaries, and affiliates and their officers, directors, employees, agents, distributors, and licensees.

Privacy. For information about how we collect and process your personal information, please read our **Privacy Policy**.

YOUR AGREEMENT WITH EsseVault

Binding Legal Agreement. Please note that these Terms constitute a binding legal agreement between you or those you legally represent (“you”) and EsseVault. You agree and accept to be bound by these Terms by either: (i) creating a user account (ii) downloading EsseVault Software or accessing/using its Services, Websites and Applications or (iii) otherwise electronically agreeing to be bound by these Terms. If you are using the Services on behalf of an organisation, you are agreeing to these Terms for that organisation and acknowledging that you have the authority to act on behalf of that organisation and commit to these Terms on behalf of that organisation. **OUR SERVICES ARE OFFERED TO YOU CONDITIONAL ON YOUR ACCEPTANCE OF THESE TERMS. PLEASE READ CAREFULLY ALL OF THEM. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OR ANY PROVISIONS HEREOF, PLEASE DO NOT ACCESS AND USE OUR SERVICES AND/OR WEBSITES AND APPLICATION.**

Services: Our Services are usually provided as paid Services. We may also offer a version of certain Services which is provided free of charge. The Terms apply to both types of Services.

Accessing the Services, Websites and Applications: If you are accessing EsseVault services on behalf of a valid legal entity, you affirm that are eighteen (18) or more years of age or have the authority to act on behalf of the valid legal entity, and you are fully able and have all rights and power to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with them.

Updates to the Terms. We develop our Services, Websites and Applications introducing new features or modifying current ones constantly. In addition, we may need to update the Terms by amending

them from time to time (i) to comply with the law; (ii) to comply with orders/recommendations of regulatory authorities; (iii) to add additional functionality, services, features, technologies and/or benefits, or to remove the old ones; (iv) to correct errors and bugs; (v) to clarify the Terms; (vi) to prevent abuse or harm; (vii) for any other valid reason (e.g., for security reasons). You understand and agree that it is your obligation to review the Terms from time to time in order to stay informed on current rules and obligations. Unless it is stated by us otherwise, each update of the Terms comes into force as of the moment when amended Terms are published. Your continued use of the Services will be deemed acceptance thereof. You can also end your relationship with us at any time after the effective date of the updated Terms by closing your Account and/or not accessing our Services, Websites and Applications THE TERMS MAY CHANGE, SO IT IS IMPORTANT TO REVIEW THE TERMS PERIODICALLY.

SUBSCRIPTION AND AUTO-RENEWALS

Subscription. All our paid Services are provided on a Subscription basis. You choose the period of Services and the payment method yourself when you purchase the Services. Please review Subscription Terms for more information.

Auto-Renewal. After the end of your Service period, your Subscription will automatically renew for the successive defined Service periods at the renewal dates, unless you decide to cancel the Subscription renewal before the day of the charge. If you do not cancel the Subscription in such due course, your chosen payment method will be charged the then-current renewal price for the upcoming defined Service period.

YOUR USER ACCOUNT

Creating an Account. To access and use any of our Services, you must set up an Account by providing certain information, all information you provide must be complete, accurate, true to the fact and kept up to date. EsseVault Accounts are non-transferable.

Confidentiality of and Access to the Account. You agree to accept responsibility and are solely responsible for any and all usage and activities that occur under your Account or password, including, but not limited to, use of the Account by any other person, whether or not authorized by you. You are responsible for maintaining the confidentiality of your Account and its password, and for restricting access to your Account by any other party. To protect your Account, keep your password confidential. Do not reuse your Account password with other services. You agree to immediately notify us of any unauthorised use of your Account or password.

PRICES AND PAYMENTS

Total Price. Prices of our Services initially displayed to you may be provided exclusive of taxes. "Taxes" means any duties, customs fees, levies or taxes (other than income tax) You are responsible for any Taxes and must pay for EsseVault without any reduction for Taxes. If we are obligated to collect or pay Taxes, the Taxes will be charged to you. You must comply with any and all applicable tax laws, including the reporting and payment of any Taxes arising in connection with your use of EsseVault.

Payments. You agree to pay us for any paid Services you purchase from us, as well as all other charges incurred under your Account, including applicable taxes and fees associated with your purchase of the Services. We may suspend or cancel the Services if we do not receive a full payment from you on time. Suspension or cancellation of the Services for non-payment could result in a loss of access to and use of your Account and its content.

Recurring Payments. When you purchase the Services on a Subscription basis (e.g., monthly, annually, or otherwise), you agree that (i) Services will auto-renew until you cancel it, (ii) you are authorising recurring payments, and (iii) payments will be made to EsseVault by the method and at the recurring intervals you have agreed to.

Payment Methods. To purchase Services directly through us on our Websites and Applications, you must provide us with a current and valid method of payment, such as a credit or debit card or any other payment method available on our Websites and Application.

Billing. By providing EsseVault with a payment method, you (i) represent that you are authorised to use the payment method you provided and that any payment information you provide is true and accurate; (ii) authorise EsseVault to charge the payment method you provided; and (iii) authorise EsseVault to charge you for any paid Services you chose when making a purchase. You can view your billing history and manually generate the receipts and invoices for our Services at any time in your Account (log in to your Account, click the “Billing” button, and under Section “Billing history” generate the receipt/invoice by clicking “Get invoice”). If you have any questions related to payments, please contact us.

Payment Providers. Purchases may be handled via multiple payment companies and payment processing partners to find out more on how payment companies process your personal information, please refer to our **Privacy Policy**.

Payment Processing. EsseVault also reserves the right to (i) obtain and continue using updated credit card account information electronically, when applicable, from the card brands, (ii) retry failed payments to complete transactions, including but not limited to, retrying failed cards with extended expiration dates and, (iii) change or amend authorised payment companies to assist with payment processing.

Fraud Protection. EsseVault reserves the right to verify credit/debit card payments prior to completing your purchase.

Change of Prices. We may at our reasonable discretion change the price of our paid Services, including Subscription renewal prices, from time to time to reflect the changes of the total costs associated with our Services. Any changes to the pricing will not affect your current Subscription period and will become effective only upon the Subscription renewal. If you disagree with any proposed change of renewal price, your sole remedy is to cancel your Subscription before the next charge is made, and (ii) your continued use of the Services without canceling the Subscription constitutes your agreement to pay the new renewal price for the Services.

Changes of Payment Details. If any of your payment details change (like card number or its expiry date), please let us know as soon as possible so we can continue to provide the Services when it comes time for the Subscription renewal. If you update payment details in your Account, the updated information will be regarded as your preferred method for any future payments. Sometimes we may receive updated credit or debit card information from your card issuer or the card network, which EsseVault will use to update your payment details automatically.

Free Trials. In some cases, we or others on our behalf may offer a free trial for our paid Services prior to charging your payment method (“Free Trial”). The duration of the Free Trial, its use and other details will be specified during a sign-up and/or in the promotional materials. We determine your Free Trial eligibility at our sole discretion, and we may limit or withdraw the Free Trial option at any time without notice. If you provide your payment details when signing up for the Subscription

with a Free trial, we will automatically charge you for the Subscription of our paid Services, and it will auto-renew until canceled. If you do not want to continue with a paid Subscription after the Free Trial, you must cancel it before the end of the Free Trial. We reserve the right to limit you to one free trial or promotion of a paid Service and to prohibit the combining of free trials or other promotional offers.

Failure to Renew. If the Service is not renewed on the due date your account will remain active for five days during which time you will receive notifications that you have not renewed your account, this may be due for example to payment failure, after five days your account will be suspended for three months, during this three month period you can log in and reactivate your account by making payment, during this three month period you will receive warning notifications. At the end of the three month period your data may be deleted and no longer recoverable.

In the event of your Death or Incapacitation. If your account is unlocked by your Trigger Person or People your account will remain accessible to your Invitees for twelve months from the date of last payment.

CANCELLATION

Subscription Cancellation. You have a right to cancel your Subscription (i.e., turn off auto-renewals for the upcoming Service period) at any time (please note that canceled Subscriptions will not be refunded for the unused part of the ongoing Service period). Your possibilities to cancel the Subscription may differ depending on whether you purchased Services from (or are billed through) EsseVault or a third party (e.g., app store, service provider, retailer).

Purchases made from third party marketplaces, retailers, and resellers eg Google Play, iOS App Store etc. are handled according to the terms of service of the providers from which the Services were purchased. Cancellation of such Subscriptions may also be subject to the terms of those providers.

LICENSE TERMS

Software. To access and use our Services, you may be required to download and install our Software on a device. Below see the terms and conditions applicable to the use of such Software. Pursuant to these Terms, "Software" means any mobile and desktop software applications and any other software (including any releases, updates, enhancements, or revisions) and any documentation that accompanies or is made available in connection with such software provided by us to you for your use of the Services.

License Grant. Subject to the terms and conditions of these Terms and provided that you comply with the Terms we grant you a limited, revocable, non-exclusive, personal, non-transferable, non-sublicensable, non-assignable, fixed-term license (the "License") to download, install and use a copy of the Software on a compatible device that you own or control. No other right or license, express or implied, of any kind is granted to you hereunder with respect to the Services and/or Software.

We Retain all Rights. The Software, used pursuant to these Terms is licensed, not sold, and you receive no title to or ownership of any copy, or of the Software itself, or the Services, Websites and Applications. You receive no rights to the Software other than those specifically granted. We retain all right, title and interest in and to the Services, Websites and Applications and any portion thereof. All rights are reserved unless otherwise explicitly expressed. EsseVault is a protected trademark, owned by Esse Vault Limited and you are forbidden from registration, adoption, or any other use of

trademarks, trade names, symbols, or signs that are either identical or confusingly similar to any trademarks owned by Esse Vault Limited.

The version of the Services and Software available at your renewal date may be different from the version available when you first purchased your License from us.

Feedback. You hereby grant Esse Vault Limited a perpetual, irrevocable, worldwide license to use Feedback (as defined below) you communicate to us without reimbursement or compensation, without any obligation to report on such use, and without any other restriction. You waive (or agree not to enforce) any and all rights that may now or in future exist (including moral and equivalent rights) in Feedback. (“Feedback” refers to any recommendation, idea, proposal, suggestion, feedback, review, or other input related to our Services, Websites and Applications).

PROHIBITED AND RESTRICTED USE

Your access to and use of the Services, Websites and Applications is subject to the Terms and all applicable laws and regulations. We reserve the right, at any time, in our sole discretion, with or without notice, to suspend and/or terminate the Accounts and/or Services to any users who violate any applicable laws or these Terms, whether repeated violation or a single instance.

You agree that you shall not yourself and/or enable others to:

- use, assist, encourage, or enable others to use the Services, Websites and Applications for any unlawful, illicit, illegal, criminal, or fraudulent activities.
- assault, interfere, gain unauthorized access, deny service in any way or form to any other network, computer, or node through our Services, Websites and Applications;
- violate, infringe, or misappropriate EsseVault, our licensors and/or any other third parties' copyright, other intellectual property rights, privacy, or other legal rights;
- communicate, transmit, store, make available, share anything that is illegal, abusive, harassing, or otherwise objectionable;
- transmit any viruses or other computer codes, files, programs, instructions, or technological means that disrupt, damage, or interfere with the use of computers or related systems;
- attempt to circumvent any technological measure and/or arrangement implemented by EsseVault and/or its licensors, or by the owner of the resource or the source of the material that the technological measure protects;
- interfere with or disrupt the integrity or performance of the Services, Websites and Applications;
- take any action that imposes or may impose an unreasonable or disproportionately large load on our infrastructure;
- sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party the Services, Subscription, and/or Account in any way;
- build a product using similar ideas, features, functions, or graphics of the Services, Websites or Applications or copy any of the ideas, features, functions, or graphics;
- claim that you are the representative or agent of any of the Services, including any of its functionality;

- violate general ethical or moral norms, good customs, and fair conduct norms;
- use the Services, Websites and Applications for anything other than lawful purposes;
- consistently demonstrate disrespectful, threatening, offensive, and/or malicious behavior when communicating with EsseVault customer support and/or other employees;
- access and use the Services if you have been or are prohibited to access the Services, or if your Account has been suspended or terminated due to any reason;
- share non-public features or content of the Software and/or Services with any third party;
- to the extent permitted under applicable law, otherwise violate or attempt to evade, or circumvent these Terms.

You also shall not take any action to jeopardise, limit or interfere in any manner with our ownership and rights with respect to the Services, Websites and Applications. Except and to the extent that this is expressly permitted by applicable law and these Terms, you receive no right to and shall not yourself or enable others to: (i) reproduce, modify, create derivative works from, distribute, make available over network, publicly display, or publicly perform any of the functions of the Services, Software, or Websites; (ii) reverse engineer, decompile, disassemble, decrypt the Software, Services, Websites, or make any attempt to derive the code, trade secrets or other confidential information from the Services, Websites and Applications; (iii) translate, adapt, arrange, or make any other alteration to the Services, Websites and Applications, and reproduce the results thereof; (iv) transfer, distribute, lease, sublicense, or rent the Services, Websites and Applications, and/or your rights granted under the License to any third party; (v) use the Services, Websites and Applications in any manner that is not expressly permitted pursuant to the Terms; (vi) remove or modify markings or any notice of proprietary rights of the Services, Websites and Applications.

We use automated tools to identify web scraping and minimise abuse of our Services. These tools are looking for irregular patterns when new sessions are initiated and if such patterns are noticed, it might automatically suspend your Account or otherwise limit your access to the Services until further investigation is complete.

It is your responsibility to comprehend the relevant laws related to any jurisdiction or venue that concerns you, your actions and your use of the Services. You access and use the Services in your country on your own initiative, and you solely are responsible for complying with your local laws and regulations and the laws and regulations of any country with which or through which you communicate, transmit, or receive data, if and to the extent such laws are applicable.

We encourage you to let us know about the violation of these Terms by any of EsseVault users or other third parties by contacting us, In case of such violations, we may take appropriate action at our sole discretion.

DISCLAIMER OF WARRANTIES

Reasonable efforts are taken to improve the accuracy and integrity of the Services, but complex software is never wholly free from defects, errors, and bugs. We give no warranty or representation that the Services will be wholly free from defects, errors, and bugs, such as downtime, loss of data, corrupt data, service delay, mistakes, out-of-date information, or other impediments.

Notwithstanding any other provision of the Terms, we reserve the right to modify, suspend, or terminate access to the Services, or any functionality comprising a part of the Services at any time. In no event, to the extent permitted under applicable law, will we be liable for making these changes.

In exceptional and very limited cases, our Services may be unavailable from time to time due to human, digital, mechanical, telecommunication, software, and other failures. We cannot predict or control when such downtime may occur and cannot control the duration of such downtime.

THE SERVICES, WEBSITES AND APPLICATIONS ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WE MAKE NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING THE COMPLETENESS, ACCURACY, ADEQUACY, SUITABILITY, FUNCTIONALITY, AVAILABILITY, OR OPERATION OF THE SERVICES. YOU ACKNOWLEDGE THAT WE DO NOT HAVE CONTROL OVER YOUR USE OF THE SERVICES, AND WE DO NOT WARRANT THE PERFORMANCE OR RESULTS THAT MAY BE OBTAINED THROUGH YOUR USE OF THE SERVICES. YOU ASSUME ALL RISKS AND RESPONSIBILITY FOR YOUR USE OF THE SERVICES AND FOR ANY LOSS OF OR ERRORS IN ANY DATA OR INFORMATION. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, WE NEITHER WARRANT NOR REPRESENT THAT YOUR USE OF THE SERVICES WILL NOT INFRINGE THE RIGHTS OF ANY THIRD PARTIES, NOR THAT THE SERVICES WILL BE AVAILABLE FOR YOUR ACCESS OR USE, NOR THAT OPERATION OF THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED. PLEASE NOTE THAT SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IN ADDITION, YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM ONE JURISDICTION TO ANOTHER JURISDICTION.

LIMITATION OF LIABILITIES

There are inherent risks in relying upon, using, transmitting, or retrieving any data and/or content on the internet, and we urge you to make sure you understand these risks before using the Services. EsseVault disclaims all responsibility for the behavior of its users and/or visitors when they access or use the Services, Websites and Applications.

YOUR USE OF THE SERVICES, WEBSITES AND APPLICATIONS IS AT YOUR OWN RISK. NEITHER, ESSEVAULT NOR ANY OF ITS EMPLOYEES, OFFICERS OR DIRECTORS OR ITS AFFILIATES, NOR ANY OF THEIR EMPLOYEES, OFFICERS OR DIRECTORS, SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR INFORMATION OF ANY KIND, LOSS OF BUSINESS, LOST PROFITS, INTERRUPTION OF BUSINESS, COST OF COVER OR ANY OTHER DAMAGES) ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS OR THE USE OR INABILITY TO USE THE SERVICES, WEBSITES AND APPLICATIONS WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE ABOVE, THE TOTAL AGGREGATE LIABILITY OF ESSEVAULT ARISING OUT OF OR RELATING TO THESE TERMS SHALL NOT EXCEED WHAT YOU PAID TO ESSEVAULT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY AND SHALL NOT INCLUDE ATTORNEY FEES OR COURT COSTS IRRESPECTIVE OF ANY LAWS OR STATUTES THAT MAY PRESCRIBE OTHERWISE. YOU ACKNOWLEDGE THAT THE AMOUNT OF FEES PAYABLE BY YOU TO ESSEVAULT HEREUNDER REFLECT THE ALLOCATION OF RISK SET FORTH IN THE TERMS AND THAT ESSEVAULT WOULD NOT HAVE ENTERED INTO THE AGREEMENT WITH YOU WITHOUT THE LIMITATIONS ON ITS LIABILITY CONTAINED IN THIS SECTION.

Some jurisdictions restrict or do not allow the limitation of liability in contracts (e.g., limitation of liability for death or personal injury caused by other party's negligence, fraud, or fraudulent

misrepresentation, willful misconduct, or gross negligence). As a result, respective provisions of this Section may not apply to you. In cases where such restrictions on the limitation of liability apply, the liability of EsseVault shall be limited to the fullest extent permitted by any applicable law.

Please also note, that EsseVault has implemented security measures aimed at securing the Services, Websites and Applications; nevertheless, the internet is not a secure network and system reliability could be impaired independently of EsseVault's efforts. In addition, EsseVault cannot be held liable for unpredictable events such as cyber attacks and security breaches regarding the transmission of data or for performance guarantees regarding the volume and speed of data transmissions. Users are responsible for taking all appropriate measures to protect their own data, software, equipment, and systems, particularly from contamination by any viruses circulating on the internet.

INDEMNIFICATION

You agree, at your own expense, to indemnify, defend, and hold harmless EsseVault, and affiliates and their officers, directors, employees, agents, distributors, and licensees from and against any judgments, losses, deficiencies, damages, liabilities, costs, claims, demands, suits, and expenses (including, without limitation, reasonable attorneys' fees, expert witness fees, and expenses) incurred in, arising out of or in any way related to (i) your breach of these Terms; (ii) your (or any other user's of your Account) use of the Services; (iii) your violation of any applicable laws, rules, and regulations; or (iv) your negligence or willful misconduct. EsseVault shall not be responsible for any delay or disruption to your use of the Services, including any damages stemming therefrom, caused by circumstances falling under this Section.

SUSPENSION AND TERMINATION

Suspension and Termination by EsseVault. We may suspend (for clarification, investigation, or when requesting you to explain your actions) or terminate your Account and/or Services, if (i) we cannot charge you for the auto-renewed Subscription, (ii) you breach any section of the General Terms (iii) you breach any applicable laws, (iv) it is required to do so by law or competent authority (e.g., where the provision of the Services becomes unlawful in your country of residence).

If the situation warrants, we will give you a reasonable opportunity to fix the issue before suspending or terminating your Account and/or Services. However, if your Account has been suspended, you must contact us for further information. We may (but have no obligation) suspend your Account for a reasonable period of time before we terminate it permanently.

Usually, we will send you a prior notice before suspending or terminating your Account and/or Services. However, under limited circumstances we will be unable to send a notice to you prior to terminating your access to our Services if: (i) you are in material breach of the General Terms or any applicable laws in such a way as to immediately and seriously endanger us and/or any other third party or cause disruption to our Services; (ii) we are unable to send you notice because you have not provided or properly updated your contact details; (iii) we are unable to notify you due to the requirements of law and/or orders of the authorities.

Any suspension or termination of your Account and/or Services by EsseVault applies to you personally; you may not access our Services through any other Account that you own or create or through Accounts owned or created by others.

Termination by You. You may cancel the Services at any time as set forth in the General Terms ("Cancellation") on how to terminate (delete) your Account, please read our Privacy Policy

Effects on Suspension or Termination. Upon suspension or termination under these Terms, you will lose access to the Services and you shall cease all use of the Software. Upon expiration of your Subscription or any termination under these Terms, the License granted under these General Terms and any other licenses, if any, will immediately terminate without further notice from us. Therefore, you shall cease all use of the Software and Services, as well as delete, destroy, or return all copies of the Software in your possession or control.

Survival of Termination. Any Sections of these Terms that, either explicitly or by their nature, must remain in effect even after termination or expiration of these Terms will survive termination or expiration of the Terms.

APPLICATION PLATFORM TERMS

If our Software is downloaded from any third party store, platform or marketplace (e.g., Google Play, Amazon Appstore, Microsoft Store, Apple App Store) you acknowledge that you have read, understood, and agree to the customer terms of use of such stores, platforms, and marketplace. EsseVault is the licensor of the Software and the provider of the Services and any third party (e.g., operator of the store, platform, marketplace) is not a party to these Terms.

CONTRACTING ENTITY

The EsseVault entity with which you are contracting under these Terms is Essevault Limited a New Zealand incorporated company.

GOVERNING LAW AND DISPUTE RESOLUTION

Most of your concerns can be resolved quickly and to everyone's satisfaction by contacting our support team. If we're unable to resolve your complaint to your satisfaction (or if we haven't been able to resolve a dispute we have with you after attempting to do so informally), you and we agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. You and we agree that any dispute must be brought in the parties' individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

Governing Law. You agree that this agreement is governed by New Zealand law.

MISCELLANEOUS

Availability of Services. Actual coverage, speeds, locations, and quality of Services may vary. EsseVault attempts to improve and provide Services at all times. However, our Services may be unavailable without prior notice when (i) we test, update, expand, add, or remove our Services, features, functionalities, including those required to reflect changes in relevant laws and regulatory requirements (ii) we experience temporary interruptions due to technical difficulties, maintenance or human errors; (iii) events beyond our control including events in nature and other force majeure events, EsseVault does not accept any liability in such events.

Modification and Termination of Services. We reserve the right to modify or update the operation of the Services at our sole discretion, at any time, for any reason, and without notice or liability. We may also under exceptional circumstances suspend the Services entirely. EsseVault has no liability to you, nor any obligation to provide a refund to you, in connection with internet or other service outages or failures that are caused by the actions of the authorities, other third parties, or events beyond our control.

Severability. If any provision of these Terms is found to be unenforceable or invalid that provision shall be limited or eliminated to the minimum extent necessary so that other provisions of the Terms shall otherwise remain in full force and effect and enforceable.

Assignment. You may not assign these Terms or any rights or interest under these Terms or delegate any obligations to be performed under these Terms, without EsseVaults prior written consent. EsseVault can assign, transfer, delegate any of its rights and obligations under these Terms to selected third parties without your consent, including but not limited to, in cases of corporate reorganization, merger, acquisitions, sale, or transfer of all or part of the company assets.

Data Charges. You are responsible for any charges that may apply to your use of our Services, Websites and Applications including text messaging and data charges if you access or use the Services, Websites and Applications on your mobile or other device. If you're unsure what those charges may be, you should ask your mobile operator, internet, or other service provider before using the Services, Websites and Applications.

Third-Party Components. You acknowledge that our Services, Websites and Applications may incorporate, embed, be combined with, or may otherwise interact with third party computer programs, applications, services, links, and components.

Linking to our Websites. You may link to our Websites, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists.

Communication with EsseVault. You may provide notices, requests, information, and other communications to EsseVault via our customer support. You agree to receive communications from us electronically, e.g., by email, through our applications, and customer support platforms, and consent that such notifications have the same legal power as communication in writing. We may communicate to you in order to advise you about provision, changes, or additions to the Services or for other purposes that are reasonable or required by applicable law. When communicating with our customer support representatives, you agree to be respectful and kind. In addition, you undertake to provide accurate details for communication with us and, if your contact details have changed, update them in your Account immediately. EsseVault is not liable if you do not receive certain notices regarding the Services if you fail to update your contact details.

Internet Connection. Certain Services may require an active and stable connection to the internet in order to function. It is therefore your responsibility to ensure that you have at all times an active and stable internet connection.

Force Majeure. EsseVault shall not be in breach of the Terms nor liable for delay in performing, or failing to perform, any obligations under the Terms if such delay or failure result from unforeseen circumstances, events, or causes beyond EsseVault's reasonable control (including, without limitation, failures of third party software (whether open or not), failures of your telecommunication or internet service providers, force majeure, earthquakes, fires, floods, embargoes, labor disputes and strikes, riots, war, novelty of product manufacture or other unanticipated product development problems, and acts of civil and military authorities). In such cases, EsseVault shall be entitled to a reasonable extension of the time for performing any such obligations under the Terms.

No Reliance. The parties acknowledge that no reliance is placed on any representation made but not expressly contained in these Terms.

CONTACT US

If you have any questions about these Terms, you can contact our support team at:

support@essevault.com