

FURTHER TERMS

Definitions

1. We use the following definitions in these further terms:

"Agreement" means this Agreement and any other schedules or documents related to it.

"Company", "us", "we" and "our" mean Total POS Rentals Ltd, its assignees, successors and any subcontractors engaged by the Company including its Service Agent.

"Customer", "you", "your" and "your company" mean the person(s) or company noted as Customer in this Agreement.

"Equipment" means all equipment, software and accessories provided by us to you under this Agreement, and includes all equipment supplied in addition to or substitution of the goods detailed overleaf.

"Fees" means all monies payable by you to us under this Agreement.

"Premises" means the Installation Site specified overleaf or such other place as specified in writing by the Company.

"Service Agent" means The Cash Register Doctor Limited, trading as TotalPOS Solutions, its assignees, successors and any subcontractors engaged by it.

"Term" means the period of rental detailed in this Agreement and shall commence from the date of installation or delivery of the Equipment.

Our Obligations

2. During the Term (and any automatic renewals):

a) We will use reasonable skill and care to supply all mandated software and hardware upgrades for any eftpos terminals included in the Equipment. These will be supplied at no additional cost to you.

b) We will provide free remote 24/7 support for technical problems (being faults which have arisen through correct use of the Equipment but does not cover any changes to POS System programming, training in the use of the Equipment or faults which are due to services supplied by third parties such as your ISP).

c) We will replace at no cost any items of Equipment which are no longer usable through fair wear and tear. Such replacements will be on a like-for-like basis.

d) Our fees will not change during the Term except for any compliance or government charges imposed on us by software providers or the government which we reserve the right to pass onto you.

Your Obligations

3. During the Term (and any automatic renewals):

a) You will pay the full rental specified in the Agreement by Direct Debit in Advance without any offset or deduction. If you do not pay the full rental as required, we may discontinue your service.

b) You will care for the Equipment in accordance with our instructions and you will ensure that no damage occurs (including through liquid spillage or immersion, electrical surge, or through mistreatment or incorrect operation by your staff, customers, or contractors). You agree that you will notify us immediately any damage occurs, that you will comply with our reasonable instructions to resolve the problem, and that you will pay the costs (including freight) of repairing or replacing any Equipment due to damage of any sort (other than through fair wear and tear).

c) You agree that full ownership and title in the Equipment remains ours during and after the Term, and we do not confer any right of purchase or ownership of the Equipment to you.

d) You will not to sell, assign, sub-let or remove the Equipment from the Premises without our prior approval in writing.

e) You agree not to allow any party to modify, add to, or open the Equipment or to connect it to any other hardware or system without our prior written approval.

f) You specifically acknowledge you are aware and understand that at the end of that period, this agreement will automatically renew for a further period of 12 months unless 1 month's prior written notice to cancel is given by you.

Information We Hold

4. You authorise us:

a) to collect, retain and use personal information about you ("the Information") (including directors in the case of a limited liability company, trustees in the case of a trust and any guarantors).

b) to request and provide the Information from and to any person for the purpose of assessing credit worthiness, administering the financing or enforcing the our rights under this Agreement, marketing goods or services provided by us or any person associated with us or to credit agencies for the purpose of maintaining effective credit records.

5. You and we agree:

a) that the Information will be held by us for the purposes described above, and

b) that where the Information can be readily retrieved you shall have access to it, the right to request correction and the right to be notified of action taken in response to any such request, subject to payment of any reasonable charge.

Disputes

6. You and we agree:

a) to communicate openly and in plain language to address and resolve any disputes between us.

b) either of us can refer any dispute we can resolve to the Disputes Tribunal or District Court for resolution.