

MySnapper Licence Agreement ('Agreement'):

IMPORTANT: PLEASE READ THIS AGREEMENT BEFORE YOU INSTALL THE MYSNAPPER SOFTWARE.

WARNING: PERMISSION TO USE THE MYSNAPPER SOFTWARE IS CONDITIONAL UPON YOUR AGREEMENT TO THE TERMS SET OUT BELOW. YOU MAY NOT INSTALL OR USE THE MYSNAPPER SOFTWARE UNTIL YOU HAVE READ AND ACCEPTED ALL THE TERMS OF THIS AGREEMENT. ACCEPTANCE OF THIS AGREEMENT SHALL BIND YOU AND YOUR EMPLOYEES (IF ANY) TO THE FOLLOWING TERMS.

Licence. This is a single copy software licence granted by us, Snapper Services Limited ("**Snapper**"), a duly incorporated company in Wellington, New Zealand.

LICENCE

1. Pursuant to this Agreement, you acquire a personal, non-exclusive, non-transferable licence to use the MySnapper software and any accompanying documentation (the "**Product**") strictly in accordance with Snapper's instructions in relation to the use of the Product and as set out in this Agreement ("**Licence**").
2. You may use the Product on your computer only for the following purposes:
 1. to load Stored Value onto your Snapper
 2. to load a Travel Pass on to a Card
 3. to check the balance of your Card
 4. to check the status of a Travel Pass on your Card
 5. to check the status of any concessions loaded on your Card
 6. to collect a pending top up or Travel Pass purchase
 7. to check if Card has been blocked from use
3. You may not:
 1. copy or reproduce the Product except in order to use it as permitted by us;
 2. translate, adapt, vary or modify the Product;
 3. decompile, disassemble, or otherwise reverse engineer the Product;
 4. sell, rent, lease, or otherwise distribute or make available the Product to others; or
 5. use or deal with the Product in any way not expressly authorised by this Agreement.
4. You must ensure that all of your employees or agents (if any) who have access to the Product are made aware of the terms of the Licence.

INTELLECTUAL PROPERTY

5. You acknowledge and agree that all right, title and interest in and to the Product (and all modifications to the Product), including any intellectual property that may subsist in the Product or those modifications, are and shall at all times remain the sole and exclusive property of Snapper. The sign MYSNAPPER is our trade mark and may not be used in trade without our permission.
6. The Product is protected by copyright. You will not during or any time after the expiry or termination of this Agreement permit any act which infringes that copyright and, without limiting the generality of the foregoing, you specifically acknowledge that you may not copy the Product except as otherwise expressly permitted by this Agreement.

WARRANTIES

7. You acknowledge that the Product is made available to you on an 'as is' basis. Snapper shall not be required to correct any errors or defects in the Product, or in any other respect support the Product, whether by providing advice, training, modifications, updates, new releases or enhancements.
8. Snapper does not warrant that the Product will meet your requirements or that the operation of the Product will be uninterrupted or error free. You acknowledge that the existence of any such errors will not constitute a breach of this Agreement and that Snapper is not responsible for problems that you may experience when using the Product.
9. To the extent legally permitted, Snapper disclaims or excludes all warranties and conditions with regard to the Product and any content and other information provided to you by Snapper in relation to the Product, including without limitation, all implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and availability. For the avoidance of doubt, this clause does not affect any statutory rights that you may have in relation to the Product.
10. If the Product has been acquired for the purposes of a business, the guarantees of the Consumer Guarantees Act 1993 shall not apply in relation to the Product.

LIABILITY

11. In no case shall Snapper be liable for any losses, damages or liabilities that you may suffer or incur (whether direct, indirect, special, incidental, consequential, or otherwise) arising from your use of the Product or any act, omission, or default by Snapper in relation to this Agreement even if Snapper or Snapper's agent has been advised of the possibility of such damages.
12. No action, regardless of form, may be brought against Snapper more than two years after the cause of action arose.

TERMINATION

13. You may terminate your Licence at any time by destroying all copies of the Product in your possession or control.
14. Snapper may terminate your Licence immediately and without notice if you fail to comply with the terms and conditions of this Agreement, or in the event that Snapper determines that your Licence shall be terminated for any reason (in Snapper's absolute discretion) including, without limitation, in the event that Snapper makes available an alternative manner of loading value onto your Snapper account.
15. In the event of termination of the Licence for any reason, you must cease use of the Product and destroy all copies of the Product in your possession or control.
16. Termination of this Agreement shall not affect any rights or remedies which Snapper may have otherwise under this Agreement or at law.

GENERAL TERMS

17. Failure or neglect by either party to enforce at any time any of the provisions of this Agreement will not be construed or deemed to be a waiver of that party's rights under this Agreement.
18. This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding whether oral or written relating to the subject of this Agreement. This Agreement may only be modified by written agreement signed by Snapper.
19. This Agreement shall be governed by the laws of New Zealand and the courts of New Zealand shall have exclusive jurisdiction in relation to any dispute concerning this Agreement.