

Terms and Conditions for use of Cedric

1. INTERPRETATION

- 1.1 "Fishserve" means Commercial Fisheries Services Limited.
- 1.2 "Licensee" or "you" means any individual, sole trader, partnership, company, body corporate, or organisation using Cedric.
- 1.3 "Product", "Software" or "Cedric" means the Windows client application developed by Fishserve, to enable submission of event reports and other fisheries records in accordance with the Fisheries Act 1996 and the Fisheries (Reporting) Regulations 2017, and known as CEDRIC (short for Catch Effort Data Return Information Capture), as updated or replaced by Fishserve from time to time.

2. GENERAL

- 2.1 Other than the rights expressly granted under these terms and conditions, FishServe reserves all rights in respect of the Product.
- 2.2 The rights granted under these terms and conditions are limited to FishServe's intellectual property rights in the Product and do not include any other intellectual property rights.
- 2.3 These terms and conditions will govern any software upgrades provided by Fishserve that replace and/or supplement the original Product, unless such upgrade is accompanied by a separate licence in which case the terms of that licence will govern.
- 2.4 You agree to error reports and associated information being sent from your computer to Fishserve in order to assist with diagnosing issues with the Product and associated software if they arise. This information will be confidentially and securely retained.

3. ACCEPTANCE OF TERMS AND CONDITIONS

- 3.1 By selecting the "I Agree" button in the CEDRIC Installation Wizard and by using the Product, you accept these terms and conditions.
- 3.2 Fishserve may update these terms and conditions at any time without notice to you, by posting an updated version on the Fishserve website www.fishserve.co.nz <<http://www.fishserve.co.nz>>

4. FEES

- 4.1 You must pay to Fishserve the fee for use of the Product notified to you by Fishserve from time to time.
- 4.2 Where any GST is payable on a supply made by Fishserve under these terms and conditions, you must pay Fishserve an amount equal to that GST, in addition to and at the same time as the fees for that supply, subject to receipt of a valid tax invoice for GST purposes.
- 4.3 You must pay each Fishserve invoice by the 20th of the month following the month in which the relevant invoice is issued.

5. LICENSEE USE OF THE PRODUCT

- 5.1 Subject to these terms and conditions, Fishserve grants to you a non-transferable, non-exclusive licence of all of FishServe's rights in the Product, to the extent necessary for you to:
 - 5.1.1 install and use the Product for the purpose of electronic creation and submission of event reports and other fisheries records in accordance with the Fisheries Act 1996 and the Fisheries (Reporting) Regulations 2017 (as updated or replaced from time to time); and

5.1.2 permit any authorised employee or contractor to do any of these things.

6. RESTRICTIONS ON THE LICENSEE

6.1 Except as expressly permitted by these terms and conditions, you must not:

- 6.1.1 copy, modify, alter, amend, decompile, reverse engineer, reverse assemble, reverse compile, disassemble, or create derivative works of, the Product or any part thereof (or directly or indirectly allow or cause a third party to do so);
- 6.1.2 merge all or part of the Product with any other software or database without first obtaining written permission from Fishserve;
- 6.1.3 sell, rent, lease, lend, sub-licence, assign, give, transfer, redistribute or otherwise supply or provide access to the Product (in whole or in part) to any other person; or
- 6.1.4 use the Product in any manner that infringes the intellectual property rights or any other rights, including privacy, of another party.

7. NO UNLAWFUL OR PROHIBITED USE

7.1 You must not use the Product for any purpose that is unlawful or prohibited by these terms and conditions. You must not use the Product in any manner that could damage, disable or impair any Fishserve server, or the network(s) connected to any Fishserve server, or interfere with any other party's use and enjoyment of the Product.

7.2 You must not attempt to gain unauthorized access to the Product, other computer systems or networks connected to any Fishserve server through hacking, password mining or any other means. You must not obtain or attempt to obtain any materials or information from Fishserve or any other user of the Product through any means, where those materials or that information is not intentionally made available to you through the Product.

8. LICENSEE OBLIGATIONS

8.1 Where any material uploaded by you to the Product relates or belongs to another person, you must obtain all necessary consents and authorisations from that person to use and upload that material, before it is uploaded to the Product. You must not upload to the Product any material that infringes any third party intellectual property rights.

8.2 You acknowledge that to use the Product fully, you must supply your own computer hardware and software (except software installed with the Product) and keep it in good working order.

8.3 You must arrange and pay for all telecommunication and internet services required to use the Product.

8.4 Fishserve is not responsible for claims, expenses, losses, damages or costs made against or incurred or suffered by the licensee directly or indirectly (including without limitation, lost costs, profits and data) arising out of those telecommunication and internet services (including without limitation, use or misuse of them or any failure of them).

9. FISHSERVE MAKES NO WARRANTIES

9.1 To the fullest extent permitted by law, Fishserve excludes all warranties, representations and other obligations (whether express or implied by statute, law, trade, custom or otherwise) in relation to the Product and anything else provided or to be provided or made available by Fishserve under these terms and conditions.

9.2 Where the Product is used in trade, you agree that the provisions of the Consumer Guarantees Act 1993 will not apply.

10. FISHSERVE LIMITATION ON LIABILITY

10.1 Fishserve will have no liability under or in connection with these terms and conditions, including, without limitation, any liability for claims, expenses, losses, damages and costs made against or incurred or suffered by you indirectly or directly arising out of:

10.1.1 your use or misuse of the Product;

10.1.2 your inability to use the Product; or

10.1.3 any actions (including negligence) of Fishserve or its employees, contractors, or agents, in connection with the provision of the Product.

11. INTELLECTUAL PROPERTY

11.1 The Product, and all intellectual property rights in the Product, at all times remain the property of Fishserve and any right to use the Product is limited to the rights set out in these terms and conditions.

12. TERMINATION

12.1 Fishserve may terminate your licence to use the Product by notice to you if you breach any of these terms or conditions.

12.2 You may immediately terminate this licence at any time by written notice to Fishserve.

12.3 Upon termination of your licence to use the Product, you must immediately destroy or return to Fishserve all copies of the Product and any other information or documentation Fishserve has made available to you.

13. APPLICABLE LAW

13.1 These terms and conditions shall be governed by the laws of New Zealand and the courts of New Zealand will have non-exclusive jurisdiction to determine any disputes arising under these terms and conditions.

14. MISCELLANEOUS

14.1 No variation of these terms and conditions will be binding on Fishserve unless it is in writing and issued by a duly authorised officer of Fishserve.

14.2 These terms and conditions constitute the complete and entire agreement between you and Fishserve with respect to their subject matter.

14.3 Failure by Fishserve at any time to enforce the provisions of these terms and conditions will not be treated as a waiver of FishServe's rights under these terms and conditions.