

# dsd CONSULTING LIMITED

## User Agreement

**CUSTOMER NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**AUTHORISED USER(S):**     **Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Phone:**     (     )                             **Fax:**     (     )

**Email** \_\_\_\_\_

### 1.     **General**

- 1.1     This **dsd** User Agreement (“the Agreement”) is intended to govern the relationship between **dsd** Consulting Limited (“**dsd**”) and the Customer and the Customer’s Authorised User(s). The Customer acknowledges that it has given authority to its Authorised User(s) to use the Account provided by **dsd** and that the Customer is responsible for the actions or omissions of its Authorised User(s) and that this Agreement binds both the Customer and the Authorised User(s).
- 1.2     By signing this Agreement the Customer agrees to be bound by the terms and conditions set out herein. The Customer acknowledges and accepts that its entry into this Agreement also constitutes acceptance of the **dsd** Terms and Conditions (as updated from time to time on the **dsd** website).
- 1.3     The terms and conditions of this Agreement may be varied by written notice of **dsd** to the Customer.
- 1.4     In this Agreement, unless defined otherwise in this Agreement or the context otherwise requires, terms set out in this Agreement have the meaning given to them in the **dsd** Terms and Conditions.

### 2.     **Account**

- 2.1     Certain information on the **dsd** website is confidential (“Confidential Information”). Confidential Information may be accessed through use of a password / username interface (“Account”). Each Account will be given a username for this purpose.
- 2.2     The Customer is the sole controller of any data collected through use of the Account, and it is the Customer’s sole responsibility to ensure the necessary compliance with and to adopt all security measures required in relation to the Account.
- 2.3     The Customer is solely responsible for maintaining and safeguarding access to the Account. Should the Customer suspect its Account has been compromised, it is the Customer’s sole responsibility to take immediate action to protect its Account and Confidential Information. In addition, the Customer must notify **dsd** immediately and **dsd** will be entitled to take such action as it considers appropriate (which may, without limitation, include closing the Account or changing the username and/or passwords).
- 2.4     An Account will be deemed inactive if there has been no successful login to the Account for a twelve (12) month period. Inactive Accounts will be deleted from **dsd**’s system without notice. Upon deletion of an Account, any stored information may be lost and may become permanently unrecoverable.
- 2.5     Each time the Account is accessed with the Customer’s username and password **dsd** will act on any instructions given to it or transactions initiated and allow access to the Account and Confidential Information, whether or not the person using the username and password is authorised to issue or initiate the instructions or transactions or access the Account or the Confidential Information. **dsd** need not and will not make any further inquiries to verify the authorisation, instructions or transactions or any access to the Account or Confidential Information and will assume that the Customer has authorised all access to the Account.

### 3.     **Password**

- 3.1     Each Authorised User of the Customer must choose a password (“the Password”).
- 3.2     The Password must be kept confidential and must not be disclosed to anyone else including family and friends, nor other employees of the Customer, nor written down nor stored in a file on a computer, or autosaved as passwords.
- 3.3     The Password must not relate to any known personal information about the Authorised User, including, but not limited to, birthdates, telephone numbers, drivers license number or family member’s names, and must exclude obvious or sequential numbers and letters.
- 3.4     The security of the Password is totally the responsibility of the Customer and the Authorised User. To the extent permitted by law, **dsd** will not be held accountable nor responsible for any claim or loss that results directly or indirectly, from any unauthorised use or misuse of the Password. The Customer will be required to compensate **dsd** for any loss suffered by **dsd** from any such wrongful use or misuse of the Password.
- 3.5     As soon as the Customer discovers that the Password has been lost or stolen, or there has been an unauthorised use of the Account, or another person knows (or might know) the Password, the Customer must either:

- (a) Notify **dsd** by calling our phone service on 09 630 6484, emailing **dsd** at info@dsd.co.nz or calling into the **dsd** office at Unit 108, The Zone, 23 Edwin Street, Mount Eden, Auckland; or
  - (b) Change your password by using the Account, and following the directions given on the **dsd** website.
- 3.6 When an Authorised User leaves employment of the Customer (or no longer requires access to the Account for any reason whatsoever) (“an Unauthorised User”) it is the responsibility of the Customer to inform **dsd** within five (5) working days by a method detailed above at clause 3.5(a). Upon notification **dsd** will disable access to the Account for the Unauthorised User and enable access by providing a new password to a new Authorised User if required.
- 3.7 If the Customer fails or neglects to notify **dsd** to disable the password of any Unauthorised User then the Customer indemnifies **dsd** against all losses and damages suffered by the Customer, **dsd** or any third party as a result of access to the Account and Confidential Information by the Unauthorised User.
- 4. Suspension/Termination**
- 4.1 Use of the Account is subject to the terms of this Agreement and the **dsd** Terms and Conditions.
- 4.2 Any breach of this Agreement and/or the **dsd** Terms and Conditions may result in the suspension and/or termination of the Account in the sole discretion of **dsd**.
- 4.3 **dsd** reserves the right to terminate or suspend the Account at any time without any requirement to give prior notice to the Customer.

**SIGNED BY:**

**The Customer:** \_\_\_\_\_

**Authorised Person(s):** \_\_\_\_\_

**Date:** \_\_\_\_\_