

Knowhow Manager® Licensing Agreement

Licensing Agreement with links to Privacy Policy

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1. Introduction

Welcome to Knowhow Manager!

Thanks for using our products and services.

The terms and conditions set out below ("Terms") govern your use of the Knowhow Manager® Web Application, including any associated: (a) software or website components; (b) media, printed materials, online or electronic documentation; and (c) data, information or content (collectively, the "Services"). The Services are owned, operated and provided by, or licensed to, Knowhow Solutions Ltd ("KHS") of 39 Matheson Way, Waiau Pa, Auckland New Zealand, and our related companies ("we" or "us").

By accessing or using the Services, you are deemed to have agreed to these Terms. In these Terms, any person who accesses the Services is referred to as "you" or "your". If you do not accept these Terms, you must not use the Services.

If you have any questions regarding the Services or the Terms, please contact us at info@knowhowmanagers.com.

We reserve the right to make changes to these Terms by updating them and notifying you by email or through notifications provided through the Services. The revised Terms will be effective once they are updated or notified to you and your continued use of the Services means you agree to the revised Terms.

2. Using our Service

Using Knowhow Manager®

By using the Services you acknowledge and agree:

- to follow any policies made available to you within the Services;
- we do not have any control or responsibility for material you load on the services;
- if you are using the Services on behalf of a business, that business accepts these Terms.

The Services may include some content that is not ours. This content is the sole responsibility of the entity that makes it available. We may review content to determine whether it is illegal or violates our policies, and we may remove or refuse to display content that we reasonably believe violates our policies or the law. This does not necessarily mean that we review content,

so please do not assume that we do.

In connection with your use of the Services, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications by using the unsubscribe functionality on such communications.

These Terms represent the entire agreement between the parties and supersede any prior proposal, representation, or understanding you may have with us.

3. Your Account & Privacy

Your Account

You will need a Knowhow Manager Account in order to use some of our Services. Once your organisation has purchased licences your Knowhow Manager® Account will be assigned to you by an administrator. Your administrator may be able to access or disable your account.

To protect your Knowhow Manager® Account, keep your password confidential. You are responsible for the activity that happens on or through your Knowhow Manager® Account. Try not to reuse your Knowhow Manager® Account password on third-party applications. If you learn of any unauthorized use of your password or Knowhow Managers Account notify your company administrator immediately.

Privacy

Knowhow Solutions' privacy policies explain how we treat your personal data and protect your privacy when you use our services. By using our services, you agree that Knowhow Solutions can use such data in accordance with our privacy policies

4. Your Data and other Content

Your Content in our Services

Our policies explain how we collect, use, protect and disclose your data and other content (together "Your Data") for the purposes of using the Services.

The Services allow you to upload, submit, store, send Your Data, or to receive content. You retain ownership of any intellectual property rights that you hold in Your Data. When you upload, submit, store, or send Your Data to or through the Services, you give us (and those we work with) a perpetual, worldwide, royalty-free, irrevocable licence to use, host, store, reproduce, modify, create derivative works, communicate, publish, publicly perform, publicly

display and distribute Your Data.

If you have a Knowhow Manager ("KM") Account, we may display your profile name, profile photo, and actions you take on the Services, or on third-party applications connected to your KM Account, including displaying ads and other commercial contexts. We will respect the choices you make to limit sharing or visibility settings in your KM Account.

You can find more information about how we use Your Data that is personal information in the Privacy Policy.

You acknowledge and agree that you will have sole responsibility for the legality, reliability, integrity, accuracy and quality of Your Data.

Each party will take appropriate technical, physical and organisational measures and safeguards against unauthorised or unlawful processing of Your Data or its accidental loss, destruction or damage and we will, as part of these measures, use reasonable endeavours to back-up Your Data. You acknowledge that if there is any loss or damage to Your Data, your sole and exclusive remedy will be for us to use reasonable commercial endeavours to restore such lost or damaged data from the latest back-up of Your Data maintained by us. We will not be responsible for any loss, destruction, alteration or disclosure of Your Data caused by any third party.

You acknowledge and agree that we may use Your Data for the purpose of:

- performing our obligations under these Terms;
- ensuring that you are complying with these Terms;
- improving or enhancing the Services;
- performing data analysis, machine learning, artificial intelligence, or cross-entity analysis, all on an aggregated and/or anonymous basis.

The Services may offer you the ability to benchmark or compare Your Data against the data provided by other users of the Services ("Other User Data") and to receive the results of such benchmarking or comparison. You agree to us using Your Data to benchmark or compare against Other User Data. We may, from time to time, provide you with such benchmarking or comparison results. We do not systematically and/or independently verify Your Data or Other User Data entered into the Services by you or other users of the Services. Therefore, you acknowledge that any benchmarking, comparison or other report generated by the Services may not be accurate, and under no circumstances do we guarantee the accuracy of any reports generated by the Services, or accept liability for any form of loss or damage arising out of your use of reports generated through the use of the Services.

5. Intellectual Property

Intellectual Property

You acknowledge that any patent, trademark, service mark, copyright, moral right, right in a design, know-how and any other intellectual property rights, whether registered, in the course of being registered or unregistered and any analogous rights worldwide ("Intellectual Property Rights") in the Services, belong to us or our licensors.

Without limiting the above, and subject to applicable law, you may not without our prior written permission:

- archive any part of the Services;
- form a database whether electronically or otherwise by systematically downloading or storing any part of the Services;
- redistribute or republish any part of the Services;
- link to the Services without our prior written consent including (without limitation) linking in any way which: (a) frames the Services; (b) replicates the Services; or (c) misleads any person regarding any association with us (whether implicitly or expressly).

The trademarks used on the Services are our trademarks or the trademarks of a third party.

Nothing on the Services should be construed as granting any licence to use any trademark without the permission of the owner.

You must not use any of our trademarks:

- as, or as part of, your trademarks;
 - in connection with goods or services which are not our goods or services (unless we have expressly given you our prior written consent);
 - in a manner that may be confusing, misleading or deceptive; or
 - in a manner that disparages us or the Services.
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6. Software as a Service

About Software as a Service

Knowhow Manager® Software may update automatically in your supported browser once a new version or feature is available.

Knowhow Solutions gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the web application software provided to you by Knowhow Solutions as part of the Knowhow Manager® services.

This licence is for the sole purpose of enabling you to access and use the Services, in the manner permitted by these Terms.

You will not:

- copy, modify, duplicate, create derivate works from, republish, display, transmit, distribute, sell, or lease any part of the Services;
- decompile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services (unless you have our written permission); or
- attempt to undermine the integrity or security of the Services, or our, or any third party's, systems, networks or resources used in the provision of the Services.

Open source software is important to us. Some software used in the Services may be offered under an open source licence that we will make available to you. There may be provisions in the open source licence that expressly override some of these Terms.

7. Code of Conduct

Code of Conduct

By agreeing to these Terms, you're agreeing that, when using the Services, you will follow these rules:

- Don't do anything illegal.
- Don't engage in any activity that exploits, harms or threatens to harm children.
- Don't send spam. Spam is unwanted or unsolicited bulk email, postings, contact requests, SMS (text messages) or instant messages.

- Don't publicly display or use the Services to share inappropriate content or material (involving, for example, nudity, bestiality, pornography, graphic violence, or criminal activity) or your content or material that does not comply with local laws or regulations.
- Don't engage in activity that is false or misleading (e.g. asking for money under false pretences, impersonating someone else, manipulating the Services to increase play count, or affect rankings, ratings, or comments) or libellous or defamatory.
- Don't circumvent any restrictions on access to or availability of the Services.
- Don't engage in activity that is harmful to you, the Services or others (e.g. transmitting viruses or malware, stalking, posting terrorist content, communicating hate speech or advocating violence against others).
- Don't infringe upon the rights of others (e.g. unauthorised sharing of copyrighted music or other copyrighted material, resale or other distribution of maps or photographs).
- Don't engage in activity that violates the privacy or data protection rights of others.
- Don't help others break these rules.
- Don't provide your access to the Services to anyone else, and
- Don't copy, or modify the Web App or any part of the Web App, or Knowhow Solutions' trademark or trademarks in the Web App or in Knowhow Solutions' brands in any way.
- It is your responsibility to keep your phone and access to the Web App secure. Knowhow Solutions, therefore, recommends that you do not jailbreak or root your phone, or remove software restrictions and limitations imposed by the official operating system of your mobile device in any way.
- You are responsible for keeping your devices free of malware, viruses, and malicious programs that could compromise their security features.
- Some roles in Knowhow Manager® have greater opportunity than others to create harm in the system, It is your responsibility to enact the multifactor authentication provided in the Services to protect user roles from malicious access.

If you violate these Terms, we may, in our sole discretion, stop providing services to you or we may close your Knowhow Manager® account. We may also block delivery of a communication (like email or instant message) to or from the Services in an effort to enforce these Terms, or we may remove or refuse to publish Your Content for any reason. When investigating alleged violations of these Terms, Knowhow Solutions reserves the right to review your content in order to resolve the issue, and you hereby authorise such review. However, we cannot monitor the entire services and make no attempt to do so.

8. Multi-factor Authentication

Multifactor Authentication

The Services may require the registration of a device for some user roles. This means for those roles you will need to enable Google Authenticator (or similar from time to time) and access codes from that service to log in to your account. Mobile devices and browsers can remember your sign-in information if you elect to allow them to, effectively making it possible for anyone who has access to your device or desktop to gain access to your Knowhow Manager Account. For the majority of users, unauthorised access to their Knowhow Manager Account could provide irritation but is unlikely to disrupt the service beyond the user profile of that user, However, publisher and admin role malicious use could cause more widespread disruption to the service. Therefore these roles require multifactor authentication for login on every occasion.

9. Modifying and Terminating

Modifying and Terminating our Services

We are constantly changing and improving the Services. We may add or remove functionalities or features, and we may suspend or stop a service altogether without notice.

You can stop using the Services at any time. We may also stop providing any part of the Services to you, or add or create new limits to the Services at any time.

We reserve the right to charge for the Services in the future should this need arise for the funding and continuation of the Services.

If we discontinue any of the Services, where reasonably possible, we will give you reasonable advance notice and a chance to get Your Data out of the Service.

10. Warranties & Disclaimers

Our Warranties and Disclaimers

We provide our Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we don't promise about our Services.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR ADDITIONAL TERMS, NEITHER KNOWHOW SOLUTIONS NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICES "AS IS".

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

Knowhow Solutions does not warrant or assume responsibility for the accuracy or completeness of any data, information, content, text, graphics, links or other items contained within or made available to you through the Web App.

Knowhow Solutions makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb, or other such computer programs.

Nothing in this Licence is intended to avoid the provisions of the Consumer Guarantees Act 1993 except to the extent permitted by that Act, or to exclude liability arising under any other statute, if and to the extent that such liability cannot be lawfully excluded.

11. Liability for our Services

Liability for our Services

If you have any basis for recovering damages (including breach of these Terms), to the extent permitted by the applicable law, you agree that your exclusive remedy is to recover, from us direct damages up to an amount equal to the Services fee for the month during which the breach occurred (or up to NZ\$10 if the Services are free).

To the extent permitted by the applicable law, you cannot recover any: (i) consequential losses or damages; (ii) loss of actual or anticipated profits (whether direct or indirect); (iii) loss of actual or anticipated income (whether direct or indirect); (iv) loss of contract or business or other losses or damages arising from your use of the Services in a non-personal capacity; (v) special, indirect, incidental or punitive losses or damages; and (vi) to the extent permitted by law, direct losses or damages in excess of the caps specified above. These limitations and exclusions apply if this remedy does not fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to anything or any claims related to these Terms, the Services or the software related to the Services.

You will indemnify us against all costs, losses, damages and expenses that we incur arising out of or in connection with your access to or use of the Services, and any breach by you of these Terms.

We are not responsible or liable for any failure to perform or delay in performing our obligations under these Terms to the extent that the failure or delay is caused by circumstances beyond our reasonable control (such as labour disputes, acts of God, war or terrorist activity, malicious damage, accidents or compliance with any applicable law or government order). We will endeavour to minimise the effects of any of these events and to perform the obligations that are not affected.

12. Service Availability

Service Availability

The Services, Third-Party Apps and Services, or material or products offered through the Services may be unavailable from time to time, may be offered on a limited basis, or may vary depending on your region or device. If you change the location associated with your Knowhow Manager account, you may need to re-acquire material or applications that were available to you and paid for in your previous region.

You agree not to access or use material or Services which are illegal or not licensed for use in the country from which you access or use such material or Services, or to conceal or misrepresent your location or identity in order to access or use such material or Services.

We strive to keep the Services up and running; however, all online services suffer occasional disruptions and outages and Knowhow Solutions is not liable for any disruption or loss you may suffer as a result. In the event of an outage, you may not be able to retrieve your content or data that you've stored.



We recommend that you regularly back up your content that you store on the Services or store using Third-Party Apps and Services.

13. Updates and Changes

Updates to the Services or Software and Changes to These Terms

We may change these Terms at any time. Using the Services after the changes become effective means you agree to the new terms. If you do not agree to the new terms, you must stop using the Services and close your Knowhow Manager® account.

Sometimes you will need software updates to keep using the Services. We may automatically check your version of the software and download software updates or configuration changes. You may also be required to update the software to continue using the Services. Such updates are subject to these Terms unless other terms accompany the updates, in which case, those other terms apply. Knowhow Solutions isn't obligated to make any updates available and doesn't guarantee that we will support the version of the system for which you licensed the software. Such updates may not be compatible with software or services provided by third parties. You may withdraw your consent to future software updates at any time by uninstalling the software.

Additionally, there may be times when we need to remove or change features or functionality of the Service or stop providing a Service or access to Third-Party Apps and Services altogether. Except to the extent required by applicable law, we have no obligation to provide a re-download or replacement of any material, Digital Goods, or applications previously purchased. We may release the Services or their features in a beta version, which may not work correctly or in the same way the final version may work.

So that you can use material protected with digital rights management (DRM), like some music, games, films and more, DRM software may automatically contact an online rights server and download and install DRM updates.

14. About These Terms

About these Terms

We may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly. We'll post notice of modifications to these terms on the appropriate page of support websites and applications. We'll post notice of modified additional terms in the applicable Service.

Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.

These terms control the relationship between Knowhow Solutions and you. They do not create any third party beneficiary rights.

If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If at any time any provision of these terms is or becomes illegal, invalid or unenforceable in any respect, that provision shall be read down to become legal, invalid or unenforceable or, if this is not possible, deleted. The other terms of this Licence shall continue to apply with full force and effect.

The laws of New Zealand will apply to any disputes arising out of or relating to these terms or the Services. All claims arising out of or relating to these terms or the Services will be litigated exclusively in New Zealand, and you and Knowhow Solutions consent to personal jurisdiction in those courts.

For information about how to contact Knowhow Solutions, please visit our [contact page](#).

15. Payment Terms - Charges

Payment Terms

If you purchase Knowhow Manager®, then these payment terms apply to your purchase and you agree to them:

Charges

- If there is a charge associated with a portion of the Services, you agree to pay that charge in the currency specified.
- The price stated for the Services excludes all applicable taxes and currency exchange settlements unless stated otherwise.
- Taxes are calculated based on your location at the time your Knowhow Manager® account was registered unless local law requires a different basis for the calculation. You are solely responsible for paying any taxes or other charges.
- We may suspend or cancel the Services if we do not receive an on time, full payment from you.
- 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.
- Connecting to the Internet via a corporate or another private network which masks your location may cause charges to be different from those displayed for your actual location.
- Depending on your location, some transactions might require foreign currency conversion or be processed in another country.
- Your bank might charge you additional fees for those services when you use a debit or credit card. Please contact your bank for details.
- To pay the charges for a Service, you will agree to a licensing fee for your user numbers and will be invoiced accordingly for payment as per the terms of the agreement
- Additionally, you agree to permit Knowhow Solutions to use any updated account information regarding your selected payment method provided by your issuing bank or the applicable payment network.
- You agree to promptly update your account and other information, including your email address and payment method details, so we can complete your transactions and contact you as needed in connection with your transactions.
- Changes made to your billing account will not affect charges we submit to your billing account before we could reasonably act on your changes to your billing account.
- If you are using the Mobile browser services outside of an area with Wi-Fi, you should remember that your terms of agreement with your mobile network provider will still apply. As a result, you may be charged by your mobile provider for the cost of data for the duration of the connection while accessing the Services including other third-party charges.

- In using your Mobile browser to access the Knowhow Manager Web App, you're accepting responsibility for any such charges, including roaming data charges if you incur them whilst using your device with data roaming enabled. If you are not the bill payer for the device on which you're using mobile services, please be aware that we assume that you have received permission from the bill payer for using mobile data.
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16. Billing

Billing

By providing Knowhow Solutions with a payment method, you:

- Represent that you are authorised to use the payment method that you provided and that any payment information you provide is true and accurate;
 - Authorise Knowhow Solutions to charge you for the Services or available content using your payment method and authorise Knowhow Solutions to charge you for any paid feature of the Services that you choose to sign up for or use while these Terms are in force.
 - We may bill you (a) in advance; (b) at the time of purchase; (c) shortly after purchase or (d) on a recurring basis for subscription Services.
 - Also, we may charge you up to the amount you have approved, and we will notify you in advance of any change in the amount to be charged for recurring subscription Services.
 - We may bill you at the same time for more than one of your prior billing periods for amounts that haven't previously been processed
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17. Recurring Payments

Recurring Payments

- When you purchase the Services on a subscription basis (e.g. monthly, every 3 months or annually (as applicable)), you acknowledge and agree that you are authorising recurring payment, and payments shall be made to Knowhow Solutions by the method you have chosen at the recurring intervals you have agreed to, until the subscription for that Service is terminated by you or by Knowhow Solutions.
 - By authorising recurring payments, you are authorising Knowhow Solutions to process such payments as either electronic debits or fund transfers, or as electronic drafts from your designated account (in the case of Automated Clearing House or similar payments), or as charges to your designated account (in the case of credit card or similar payments) (collectively, "Electronic Payments").
 - Subscription fees are generally billed or charged in advance of the applicable subscription period. If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Knowhow Solutions or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee and to process any such payment as an Electronic Payment
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18. Automatic Renewal

Automatic Renewal

- Provided that automatic renewals are allowed under applicable law, you may choose for Services to automatically renew at the end of a fixed service period.
- We will remind you by email before any Services renew for a new term, and notify you of

any price changes.

- Once we have reminded you that you elected to automatically renew the Services, we may automatically renew your Services at the end of the current service period and charge you the then current price for the renewal term, unless you have chosen to cancel the Services as described below.
 - We will also remind you that we will bill your chosen payment method for the Services renewal, whether it was on file on the renewal date or provided later.
 - We will also provide you with instructions on how you may cancel the Services.
 - You must cancel the Services before the renewal date to avoid being billed for the renewal.
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19. Invoicing and Billing Statement

Statement and Errors

- Knowhow Solutions will provide you with a billing statement and invoice via email
 - This is the only billing statement that we provide.
 - If we make an error on your bill, you must tell us within 90 days after the error first appears on your bill. We will then promptly investigate the charge.
 - If you do not tell us within that time, you release us from all liability and claims of loss resulting from the error and we won't be required to correct the error or provide a refund unless otherwise required by law.
 - If Knowhow Solutions has identified a billing error, we will correct that error within 90 days. This policy does not affect any statutory rights that may apply.
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20. Refund Policy

Refund Policy

- Unless otherwise provided by law or by a particular Service offer, all purchases are final and non-refundable.
 - If you believe that Knowhow Solutions has charged you in error, you must contact us within 90 days of such charge.
 - No refunds will be given for any charges more than 90 days old unless otherwise required by law.
 - We reserve the right to issue refunds or credits at our sole discretion. If we issue a refund or credit, we are under no obligation to issue the same or similar refund in the future.
 - This refund policy does not affect any statutory rights that may apply.
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21. Cancelling Service

Cancelling the Services

- You may cancel a Service at any time, with or without cause. To cancel a Service and request a refund, if you are entitled to one, contact Knowhow Solutions. You should refer back to your user agreement with Knowhow Solutions describing the Services as (i) you may not receive a refund at the time of cancellation; (ii) you may be obligated to pay cancellation charges; (iii) you may be obligated to pay all charges made to your billing account for the Services before the date of cancellation; or (iv) you may lose access to and use of your account when you cancel the Services;
 - If you cancel, your access to the Services ends at the end of your current Service period or, if we bill your account on a periodic basis, at the end of the period in which you cancelled.
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22. Offers

Trial Period Offers

If you are taking part in any trial period offer, you must cancel the trial Service(s) by the end of the trial period to avoid incurring new charges, unless we notify you otherwise. If you do not cancel the trial Service(s) by the end of the trial period, we may charge you for the Service(s).

Promotional Offers

From time to time, Knowhow Solutions may offer Services for free for a trial period. Knowhow Solutions reserves the right to charge you for such Services (at the normal rate) in the event that Knowhow Solutions determines (in its reasonable discretion) that you are abusing the terms of the offer.

23. Price Changes

Price Changes

We may change the price of the Services at any time and if you have a recurring purchase, we will notify you by email at least 14 days before the price change. If you do not agree to the price change, you must cancel and stop using the Services before the price change takes effect. If there is a fixed term and price for your Service offer, that price will remain in force for the fixed term.

Payments to You

If we owe you a payment, then you agree to timely and accurately provide us with any information we need to get that payment to you. You are responsible for any taxes and charges you may incur as a result of this payment to you. You must also comply with any other conditions we place on your right to any payment. **If you receive a payment in error, we may reverse or require the return of the payment. You agree to cooperate with us in our efforts to do this. We may also reduce the payment to you without notice to adjust for any previous overpayment.**

24. General

General

These Terms control the relationship between us and you. They do not create any third party beneficiary rights.

If you do not comply with these Terms, and we do not take action right away, this does not mean that we are giving up any rights that we may have (such as taking action in the future).

If at any time any provision of these Terms is or becomes illegal, invalid or unenforceable in any respect, that provision shall be read down to become legal, invalid or unenforceable or, if this is not possible, deleted. The other provisions of these Terms shall continue to apply with full force and effect.

The illegality, invalidity or unenforceability of any part of the Terms will not affect the legality, validity or enforceability of the remainder.

The laws of New Zealand will apply to any disputes arising out of or relating to these Terms and the parties submit to the non-exclusive jurisdiction of the New Zealand courts

25. Apple Device Terms

Apple Device Terms (where applicable)

This provision applies to you only if you use an Apple device (e.g.: iPhone, iPad) to access the Services. It does not apply to you if you do not use the Services on an Apple Device.

You and us both acknowledge and agree that:

- this Agreement is concluded solely between you and us, and not with Apple, and Apple is not responsible for the Services and the content thereof;
 - any maintenance or support that may be offered by us in connection with the Services is solely our responsibility and Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Services;
 - in the event of any failure of the Services to conform to any applicable warranty, you may notify Apple, and request a refund the purchase price (if any) you paid for the Services through Apple's App Store. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Services;
 - Apple is not responsible for addressing any claims by you or any third party relating to the Services or your possession and/or use of the Services. In the event of any third party claim that the Services or your possession and use of it infringes that third party's intellectual property rights you should contact us as Apple will have no responsibility for the investigation, defence, settlement and discharge of any such intellectual property infringement claim;
 - Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary;
 - Except for requesting a refund of the purchase price for any failure of the Services, any questions, complaints or claims with respect to the Services should be directed to us at the following address: info@knowhowmanagers.com
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