



# Dutchy Tech Tips

## Terms & Conditions

**VERSION:**  
**08/09/2018**

## 1. Definitions and Interpretation

- **“You”, “Individual”** means you are the sole individual that is accessing services and products from Dutchy Tech Tips for personal use only.
- **“Company”** means you are not a sole individual but an authorised representative that can act on behalf of your company you work for that can access services and products from Dutchy Tech Tips that can be used in limited use only.
- **“Party / Parties”** means anyone accessing services and products from Dutchy Tech Tips regardless if you are a sole individual or company.
- **“Us”, “Provider(s)”** refers to Dutchy Tech Tips unless stated otherwise.

## 2. Purpose

This document outlines the standard terms and conditions that you agree upon when you as the **“Individual”** or a **“Company”** access any not limited to products and services with Dutchy Tech Tips.

## 3. Agreement

- a. This agreement will be applied to **“You”** as the individual or a **“Company”** authorised representative on behalf of said company with **“Us”** Dutchy Tech Tips.
- b. Clauses on this agreement will be applied accordingly to the **“Party / Parties”** classification as an **“Individual”** or a **“Company”**
- c. This agreement will be in effect automatically when **“You”** or a **“Company”** when any access obtained or purchase any of the following but not limited to the **“Providers”** website(s), products, and services.
- d. **“You”, a “Company”, the “Provider”** can start proceedings to terminate this agreement at any time provided the termination clauses are carried out in order to terminate this agreement.
- e. This agreement of Terms & Condition can be altered at anytime for any reason by the **“Provider”**. If any changes are made by using this clause, then this agreement will be automatically terminated and become superseded in accordance with **“10-A”** of this agreement.
- f. When **“You”** or a **“Company”** breach this agreement, the **“Provider”** will assess the breach to determine its severity. The breach will be assessed by the **“Providers” “Founder & Owner”** and / or a nominated legal representative with the legal authority to make such decision in the best of interest of Dutchy Tech Tip and its customers. Depending on the severity of the breach, one or more of these sub clauses will take effect based on the decision of the **“Provider”**
  - i. Three Strikes. This method will provide three warnings to the **“Individual”** or **“Company”**. Every strike will temporary suspend access to all or certain services and products for **30 Days**. Each strike will be held on record for up to **2 years**. After **2 years** to the exact day, the strike will be removed from record. After three strikes and the **“Individual”** or **“Company”** continues to breach this agreement, then instant termination of access to services and products will be indefinite and termination proceedings will be in effect.

## 4. Disclaimers & Liability

- a. **“You”** or a **“Company”** agrees to the phrase **“Use at your own risk”** in which you to accept to all the responsibilities and risks when using any of the **“Providers”** or **“Third Party”** products and services on offering.
- b. The **“Provider”** accepts and will not hold any risks and responsibilities for any offerings by the **“Provider”** and its **“Third Parties”** in which is not limited to injury, financial loss, corruption, any other losses or damages.

## 5. Copy Rights

- a. *Place holder for future updates.*

## 6. Restrictions

- a. Restriction will be applied to all but not limit to the **“Providers”** website(s), products, services, written content, and video content on how it can be accessed and be used. Failure to follows those restrictions will be in breach of this agreement.

## 7. Third Parties

- a. The **“Provider”** has the right to remove comments for any reason from the **“Third Party”** sites that the **“Provider”** has access to which is used as part of the services being offered which is not limited to You Tube, Blogger, Face Book, and Twitter.

## 8. Privacy

In regards to any privacy related matters that is required or not required in this agreement, please refer to our website where **“You”** or a **“Company”** can find an up to date privacy policy.

## 9. General

- a. *Place holder for future updates.*

## 10. Termination

- a. This agreement will be terminated if the Terms & Conditions Agreement has been superseded and been replaced with a newer version. In this event, the old agreement will become null and void. A new agreement will be automatically rolled over and be newly enforced unless **“You”** or a **“Company”** terminated your agreement with the **“Us”** under a different clause set in this agreement.
- b. Either party may terminate this agreement at anytime. If the **“Provider”** invokes this clause in the agreement then the following clauses: **“10-C”**, will be enforced upon termination. If **“You”** invokes this clause in the agreement then the following clauses: **“10-D”**, **“10- E”**; will be enforced upon termination.
- c. The **“Provider”** can at anytime terminate this agreement for any or no reason. The **“Provider”** in good faith but not obligated to provide **“You”** or a **“Company”** a notice of such termination in this agreement and not limited to the **“Providers”** Website(s), Products, and services.
- d. In the event that **“You”** or a **“Company”** have any outstanding fees or debt to pay to the **“Provider”** is required to provide a **30 Day's** notice period in writing upon termination of this agreement. If you don't have any outstanding fees or debt to pay then this clause will not apply.
- e. If **“You”** or a **“Company”** have given the notice period in writing as required in clause **“10-D”** and have any fees or debt **“You”** or a **“Company”** owed to the **“Provider”**, **“You”** or a **“Company”** must pay the amount owed in full

within this notice period. Failing to do so, the ***“Provider”*** is entitled to recover the amount owed within legal means in New Zealand law.