

**PHARMACEUTICAL SERVICES LIMITED (“PSL”)  
USER LICENCE AGREEMENT FOR GUILDLINK®**

**IMPORTANT – READ CAREFULLY**

**TO ACCESS AND USE THE GUILDLINK® SERVICE YOU MUST ACCEPT THE TERMS OF THIS USER LICENCE AGREEMENT (“TERMS”). BY CHOOSING “I AGREE” AND CLICKING THE “NEXT” BUTTON AT THE BOTTOM OF THE SCREEN, YOU AGREE TO BE BOUND BY THESE TERMS.**

This is a limited right to access and use the GuildLink® Service which is granted by Pharmaceutical Services Limited (“PSL”), a company located in Wellington, New Zealand, on the following Terms.

**1. DEFINITIONS**

- 1.1. “Software” means the online application software used in providing the Service including all upgrades, new releases and patches.
- 1.2. “Service” means the GuildLink® Service which is the subject of this Licence and includes the Software, the user documentation, the website and website content and the online storage platform to which data is backed up and stored.

**2. SERVICE**

- 2.1. The Service is an online practice management tool designed to assist pharmacies in their practices by, among other things, helping them to prepare and maintain their standard operating procedures. Additional modules may be added in future covering other practice management tools.
- 2.2. You acknowledge that the use of the Service does not relieve you from your general obligations under all relevant legislation, regulations, standards and codes regulating the pharmaceutical profession in force from time to time including (without limitation) the Medicines Act 1981, Medicines Regulations 1984 or the Health Practitioners Competence Assurance Act 2003.

**3. LICENCE**

- 3.1. PSL grants you a revocable, non transferable limited right to:
  - (a) use the Software and the Service only for the internal purposes of your pharmacy;
  - (b) access the website at [www.guildlink.org](http://www.guildlink.org) for the sole purpose of using the Service.

You may access and use the Service and Software for that website for the Term PROVIDED THAT you observe these Terms.

- 3.2. Your right to access and use the Service shall be effective from the date you are granted access to the Service and, unless terminated earlier in accordance with these Terms, continues for twelve (12) months at which time your rights will cease.

#### 4. **LICENCE FEE**

- 4.1. When you agree to use the Service, PSL will generate a tax invoice for the Licence Fee. You must pay that invoice by the due date for payment. If you fail to pay the invoice by the due date, then without limiting its other remedies, PSL can terminate your access to and use of the Service.
- 4.2. Details of the current Licence Fees are set out here [www.psl.co.nz/guildlink](http://www.psl.co.nz/guildlink).

#### 5. **YOUR RESPONSIBILITIES**

- 5.1. You will be supplied with logon information for your Account and with a temporary password. It is recommended that you select a new password immediately.
- 5.2. You are responsible for:
  - (a) all activity occurring in relation to your Account;
  - (b) ensuring that access to the Software and Service is restricted to your staff;
  - (c) ensuring that all logon and password details remain secure and confidential at all times; and
  - (d) your own computer networks, internet access and telecommunications services and for the security of your computer system.
- 5.3. We may assume that any request or instructions we receive is authorised by you if it is sent from your registered email account.
- 5.4. You may not license, sublicense, resell, transfer, assign, distribute or otherwise commercially exploit or pledge the Service, the Software or its content in any way including to modify or make derivative works based on the Service, Software or its content; reverse engineer, disassemble, or access the Service or Software in order to build a product or service using similar ideas, features, functions or graphics; copy any ideas, features, functions or graphics. You may not copy or allow others to copy the Software or content except that you may reproduce portions solely for backup purposes.

#### 6. **DATA STORAGE AND PRIVACY**

- 6.1. The information you enter when you use the Service is stored on our supplier's servers hosted by net24 (Christchurch New Zealand). We will take all reasonable steps to ensure that our supplier maintains suitable security procedures in respect of that information, so that it is protected from unauthorised access, misuse and loss.
- 6.2. We may collect information about you, and disclose and use that information, for the purpose of providing the Service. We treat personal information which we collect from you in the same way that we treat our other confidential information. We will not sell to anyone the information which we collect about you.
- 6.3. Upon termination of your use of the Service for any reason, your data will be retained on our supplier's servers for 12 months. You will be able to access your information, but not to amend or update it (as to do so requires a current

subscription to the Service).

## 7. **HELP DESK**

The Service includes access to our help desk, available Monday to Friday (except holidays), 9am to 5pm, at [support@polychromenz.zendesk.com](mailto:support@polychromenz.zendesk.com).

## 8. **EXCLUSIONS**

- 8.1. The Service is offered "as is". PSL does not represent or warrant that the Service will meet your requirements or expectations, that the Service will be uninterrupted or error free; or that the Service or the server(s) utilised by it are free of viruses or other harmful components.
- 8.2. PSL has not authorised any person to make any representation or warranty for PSL and PSL will not be bound by any statements, warranties or commitments made by such persons unless those representations or warranties are required by law.
- 8.3. Any implied warranties including any warranties of merchantability or fitness for a particular purpose and any other warranties whether express or implied are disclaimed to the maximum extent permitted by law.
- 8.4. If the Service has been acquired for the purposes of a business, the guarantees in the Consumer Guarantees Act 1993 shall not apply in relation to the Service.

## 9. **LIABILITIES**

- 9.1. Under no circumstances shall PSL have any liability to you whether in contract tort equity or otherwise. Users use the Service at their own risk. Without limiting the above, PSL shall not in any way be liable for special, incidental, consequential, indirect or other damages or loss of profits.
- 9.2. No action, regardless of form, may be brought against PSL more than two years after the cause of action arose.

## 10. **TERMINATION**

- 10.1. You may terminate this Licence at any time by advising PSL on 0800 775 725; Subscription Fees (if any) are non-refundable. PSL may terminate your Licence immediately and without notice if you fail to comply with these Terms.
- 10.2. Upon termination of this Licence your rights of access to and use of the Service shall end immediately.

## 11. **OWNERSHIP**

All title to, and property in and to, the Service is owned by PSL or its licensors. The Service is protected by copyright law and international copyright treaty provisions. Your right to access and use the Service is limited to the rights expressly granted under this Licence. All of other rights of ownership are expressly reserved by PSL and its licensors.

12. **UNFORSEEN EVENTS**

PSL may cancel or suspend access to or use of the Service in the event of any delay or non-performance due directly or indirectly to wars, terrorism, strikes, lockouts, delays or defaults of suppliers, act of God or any other cause beyond our reasonable control.

13. **GOVERNING LAW**

This Agreement is governed by New Zealand law and the parties submit to the exclusive jurisdiction of the New Zealand courts.

14. **ENTIRE AGREEMENT**

These Terms constitute the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject of this Agreement.