

SOFTWARE LICENSE AGREEMENT

iToolsOnline Limited (iTools) is a software developer with skills and experience in developing software for use in the management and execution of projects and programmes. iTools owns certain software which YOU wish to use under license for management and execution of projects and programmes.

This Agreement forms the basis of the relationship between iTools and YOU in the delivery of the Services. iTools agrees to provide, and YOU agree to take and pay for, the Services described in this Agreement on the terms set out below.

1. Definitions Used In This Agreement

1.1 In this Agreement the following words have the following meanings:

“Agreement” means this document, including its schedules.

“Additional Services” means any Instance creation, Instance implementation, project management, training, consultancy, quality review, business analysis, software development and enhancement, data migration, data entry or other services that iTools agree to provide to YOU in conjunction with the iTools Control Service.

“Business Day” means any day other than Saturday, Sunday and statutory holidays observed in Auckland, New Zealand.

“Charges” means the charges described in clause 10 and agreed outside this agreement and payable by YOU under this Agreement.

“Commencement Date” means the commencement date set out and agreed outside this agreement from which iTools will provide the Services to YOU.

“Confidential Material” means

- all information and other material relating to a party's business, employees and customers which that party makes available, or has previously made available to the other party (the *Recipient*); and
- in respect of iTools, includes the Software (including interfaces, methodologies and diagrams) and any report or material which iTools produce as a result of any work that iTools carry out for YOU,

and anything that either party derives from this information and material but excluding everything which:

- is generally available to the public (but not because the Recipient or anyone the Recipient is responsible for has disclosed it or allowed it to be disclosed); or
- a party to this agreement or a third party has independently developed or acquired, except where this was derived from information sourced from the other party which otherwise comes within this definition of Confidential Material.

“General Instance” means the current version of the web-based software known as iTools Control, and any replacement version, release or build that iTools make available to YOU.

“Instance” means the General Instance or a Specific Instance.

“Intellectual Property” includes any right to, and any interest in, any patent, design, trade mark, or trade name (including all goodwill in the trade mark or trade name), copyright, trade secrets and any other proprietary right or form of intellectual property (protectable by registration or not) in respect of any know-how, technology, concept, idea, data, component, tool, library, methodology, routine, program or other software (including source and object codes), specification, formula, drawing, document, programme, design, system, process, logo, mark, style or other thing of similar nature.

“iTools Control Service” means the hosting on the Web Site of the General Instance and any Specific Instances that iTools have implemented for YOU, of data that YOU enter into those Instances, and the provision of access to those Instances at the Web Site.

“Parties” a reference to a party to this agreement or any other document includes that party's personal representatives/successors and permitted assigns;

“Services” means the iTools Control Service and any Additional Services that iTools agree to provide to YOU.

“Software” means the General Instance and all Specific Instances that iTools implement for YOU under this Agreement.

“Specific Instance” means any specific version of the web-based software known as iTools Control, and any replacement version, release or build of that Specific Instance that iTools make available to YOU.

“Term” means the length in time in months set out and agreed outside this agreement from which iTools will provide the Services to YOU.

“YOU” a reference to a party to this agreement or any other document includes that party's personal representatives/successors and permitted assigns;

“Web Site” means the web site host.itools.co.nz/ or any alternative web site that iTools nominate to YOU from time to time.

2. Construction of this Agreement

- 2.1 **Documents:** a reference to any document, including this Agreement, includes a reference to that document as amended or replaced from time to time;
- 2.2 **Headings:** headings appear as a matter of convenience and do not affect the construction of this Agreement;
- 2.3 **Including:** a reference to “including” or “includes” means without limitation to the generality of the surrounding words;
- 2.4 **Negative Obligations:** a reference to a prohibition against doing any thing includes a reference to not permitting, suffering or causing that thing to be done;
- 2.5 **No Contra Proferentem Constructions:** the rule of construction known as the contra proferentem rule does not apply to this Agreement;
- 2.6 **Parties:** a reference to a party to this Agreement or any other document includes that party's personal representatives/successors and permitted assigns;
- 2.7 **Person:** a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- 2.8 **Related Terms:** where a word or expression is defined in this Agreement, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
- 2.9 **Singular, Plural and Gender:** the singular includes the plural and vice versa, and words importing one gender include the other genders; and
- 2.10 **Writing:** a reference to "written" or "in writing" includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form.

3. Obligations of iTools

- 3.1. Subject to YOU'RE compliance with the terms of this Agreement, iTools will provide the iTools Control Service and any agreed Additional Services to YOU on the terms of this Agreement. YOU may in addition request and iTools may agree to provide support and maintenance, software development or escrow services to YOU at terms under a separate agreement.
- 3.2 iTools confirms that it:
- is authorised to enter into this Agreement and provide the Services to YOU; and
 - will provide the Services to the standard of care and skill reasonably expected of a professional organisation in the provision of such services.
- 3.3. iTools will use all reasonable endeavors to ensure that the iTools Control Service is available to YOU, but does not guarantee that it will be continuous or error free. Also, iTools may from time to time, for operational or other reasons, need to suspend or restrict the iTools Control Service. In those circumstances iTools will endeavor to give YOU as much notice as is reasonably possible.
- 3.4 Except for the warranties at clause 3.2 above, all other warranties, representations or conditions implied by statute, at law, by trade, by custom or otherwise are expressly excluded to the fullest extent permitted by law.
- 3.5. YOU confirm that YOU shall use the Services for the purposes of a "business" (as defined by the Consumer Guarantees Act 1993) and that the provisions of the Consumer Guarantees Act 1993 do not apply to the Services or this Agreement.

4. Commencement Date and Term

- 4.1 This Agreement commences on the Commencement Date, and continues in force until terminated in accordance with the provisions set out in this Agreement.

5. Information provided by YOU to iTools

- 5.1 YOU agree that YOU:
- will provide iTools with all information, facilities and services reasonably required to enable iTools to provide the Services or in enforcing iTools' obligations under this Agreement;
 - will use reasonable endeavors to ensure that all information provided to iTools will be correct, current and complete in all respects; and
 - will notify iTools whenever any information that YOU has provided changes, so that all information iTools holds is always correct, current and complete in all respects.
- 5.2 iTools will keep any "personal information" about "individuals" that YOU provides to iTools (as those terms are defined by the Privacy Act 1993) secure in compliance with the Privacy Act 1993.

6. Password Responsibility

- 6.1 Access to the iTools Control Service is by password. Once the parties have agreed to the provision of the iTools Control Service, YOU must choose passwords.
- 6.2 YOU is responsible for the safekeeping of passwords and for all use or access of the Software, the iTools Control Service or any other Services, by anyone using the password or passwords, on YOU premises, under YOU control, or authorised by YOU to access the Web Site. YOU will be liable for and indemnify iTools against any costs (including legal costs on a solicitor and own client basis), expenses, damages, losses (including loss of profits, data or business opportunity) and liabilities suffered or incurred by us that arise from any breach of this Agreement or any act or omission by YOU or its agents, subcontractors, employees, clients or any of the other third parties referred to in this clause 6.2. Because YOU are responsible for its passwords we recommend that

you commit them to memory, do not record them in writing, and do not tell them to anyone (including iToolsOnline staff or representatives).

- 6.3 YOU must change its passwords immediately if requested to do so, and comply with any other special security requirements that are notified to YOU. YOU shall change its passwords immediately if it suspects any unauthorised use or disclosure of the passwords and contact iTools thereof.

7. Licence to use General Instance and Specific Instances, and Restrictions On Use

- 7.1 iTools hereby grant YOU a non-exclusive, non-transferable license to access and use the Software in accordance with this Agreement.
- 7.2 iTools may notify YOU from time to time about guidelines applying to the use of the Software or Services, iTools may do this by emailing instructions to YOU. Those guidelines form part of this Agreement, and YOU must comply with them, and ensure that those YOU are responsible for comply with them, from the time that iTools email them to YOU.
- 7.3 YOU must not, and must ensure that those YOU is responsible for do not:
- alter, adapt, copy, reverse engineer, disassemble, decompile, modify, translate or make any derivative works of any part of the Software or any other application used to deliver the Services;
 - sell, rent, lease, sub-license, assign, give, transfer, lend or host, in whole or in part, the Software or Services to any third party, or offer or provide the Software or Services or any part of them to any other person in any way, except as specifically permitted under the terms of this Agreement;
 - attempt to bypass any security mechanism in place on any system iTools use to make the Services available to YOU;
 - otherwise gain or attempt to gain unauthorised access to the Services, the Software, systems or the Web Site, or any of iTools' other customers' systems, information, web sites or data;
 - engage in any illegal or offensive behavior using the Software, the Services or the Web Site; and
 - use the Software, Services or Web Site except in accordance with their intended purpose and any guidelines that we notify to YOU about their use.
- 7.4 YOU must use all reasonable efforts to protect the Software and Services from unauthorised use, reproduction, distribution or publication, and keep the Software confidential.

8. Other Responsibilities

- 8.1 YOU are responsible to ensure that YOU comply with the customer hardware and software configuration requirements specified by iTools from time to time. Details of configuration requirements at the Commencement Date are set out in Schedule 1. YOU acknowledges that iTools is not responsible for any personal computer-related problems, Internet connection issues or failure of any telecommunications network or internet service provider, or for any resulting inability or reduced ability to use the Services.
- 8.2 YOU acknowledge that iTools may audit and track use of the iTools Control Service to monitor the system and ensure that it is performing optimally and to give you usage statistics (for example, in relation to line speed and access times).

9. Compliance with Law

- 9.1 YOU acknowledge that the iTools Control Service is provided from New Zealand, but may be accessed from other countries. In using the Software or Services, and in doing any other thing under or in relation to this Agreement, YOU must comply with all applicable New Zealand laws and all applicable laws in other countries, including in relation to the export of technical data from the country in which YOU reside.

- 9.2 iTools is under no obligation to YOU under this Agreement or otherwise to the extent that YOU accessing of the Software or Services breaches any relevant law or regulation.
- 9.3 Notwithstanding clause 11, iTools may provide any law enforcement officer or government representative, officer or agency with a copy of or access to YOU'RE data or related information, documentation or records if iTools receive a request or demand for this information or material.
- 9.4 YOU confirms that its data in relation to which the Software or Services is used does not breach any laws of New Zealand or any other country, or any third party's rights. To the extent permitted by law, YOU indemnifies iTools against any cost, liability, expense or outgoing that incurred by iTools as a result of the nature or content of the data, documentation or records, or as a result of YOU processing, possession, use or other handling of its data, documentation or records (including delivery of that material to a third party).

10. Charges & Payment Terms

- 10.1 YOU agree to pay the Charges for use of the Services at the previously agreed rates. All the Charges must be paid. The Charges comprise:
- a basic charge, payable three monthly in advance, for the iTools Control Service, based on the number of individual end users set out in Schedule One;
 - one-off charges, payable monthly in arrears, for any Additional Services provided; and
 - one-off charges, payable monthly in arrears, for any remedial action required as a result of any willful act or omission by YOU, or a breach by YOU of this Agreement.
- 10.2 We will not change the Charges that we both agree during the six month period immediately following the Commencement Date. Following that six month period, we may change the Charges from time to time. Those changes will be effective 30 days from the date agreed to by both parties.
- 10.3 All Charges are stated exclusive of, and YOU agree to pay, any applicable goods and services tax under the Goods and Services Tax Act 1985 (if any) and any other withholdings, imposts, duties, tariffs or taxes other than those which relate to iTools' income. If any deduction or withholding is required by law in relation to any Charge paid or payable by YOU under this Agreement, YOU will increase the payment so that, after the deduction or withholding, iTools receive and retain from the due date (free from any tax liability) a net amount equal to the amount iTools would have received and retained had the deduction or withholding not been made.
- 10.4 YOU are responsible for any charges made by any third party which YOU incur as a result of using the Services, such as charges for internet service provider services or network provider services.
- 10.5 iTools will invoice YOU for the Charges. YOU agree to pay each invoice (without deduction or setoff of any kind) by the 20th of the month following the date of the invoice. If YOU does not pay any Charge by the due date for payment (unless there is a genuine dispute as to whether the Charge is accurate or owing, in which case the dispute resolution procedure set out in clause 17 will apply), YOU will be in default, and iTools may charge default interest on the unpaid amount from the due date for payment until the date that payment is made in full, in addition to YOU remaining liable for the full amount outstanding; the interest rate will be 2% above the New Zealand 90 day Bank Bill quoted on Reuters Screen BKBM at 10.45am on the due date, or if it is not available then, at the last rate quoted before it became unavailable, and in addition, iTools may block, suspend or terminate (at iTools' discretion) access to all or any part of the Software. iTools may also stop providing Services while YOU owes overdue Charges.

11. Confidentiality and Publicity

11.1 Subject to clause 9, a party (the *Recipient*) must always keep the other party's Confidential Material confidential and unless the other party gives its prior written consent or this Agreement expressly provides otherwise, the Recipient must not:

- use the Confidential Material for any purpose other than for the reason it was provided; or
- otherwise copy or reproduce any of the Confidential Material in any way.

11.2 The Recipient must only disclose the other party's Confidential Material to its staff and permitted contractors who need it to enable the carrying out of the purpose for which the Confidential Material was provided (including, but not limited to making copies of the Confidential Material for the purposes of backing up data, troubleshooting errors or testing), but before the Recipient does so it must first inform its staff and permitted contractors of the confidential nature of the Confidential Material.

11.3 If the Recipient is legally required to disclose any of the other party's Confidential Material, the Recipient must advise the other party of this before disclosing it, and on request must provide all reasonable assistance (at the other party's cost) to oppose the disclosure.

11.4 Each party acknowledges that:

- it does not own or acquire any Intellectual Property rights in the other party's Confidential Material; and
- the terms of this Agreement are confidential to the parties (except that iTools may disclose them to any potential investor in our business or potential purchaser of our business).

11.5 Both parties acknowledge that their obligations of confidentiality under this Agreement are in addition to the duties of confidentiality which the law imposes.

11.6 Notwithstanding the other provisions of this clause 11:

- iTools may, subject to YOU'RE feedback, which shall not unreasonably be withheld:
- advise its clients and potential clients that YOU use the Software and Services, and
- refer to YOU'RE use of the Software and Services in advertising and marketing materials;
- make a joint or individual press announcement or statement to the media.

12. Intellectual Property Rights

12.1 iTools, and/or iTools' licensors, own all Intellectual Property rights in the Software, and will own on creation all Intellectual Property arising directly or indirectly out of the Services. Neither YOU nor anyone it is responsible for have, or will acquire, any Intellectual Property in the Software or Services, whether under this Agreement or otherwise.

12.2 Notwithstanding clause 12.1, YOU grant iTools a non-exclusive, royalty-free, irrevocable, perpetual licence to use, replicate and exploit any know-how or other Intellectual Property associated with project management, programme execution or other operational matters that YOU disclose to us (*Licensed Intellectual Property*).

13. Infringement of Third Party Intellectual Property Rights

13.1 YOU shall as soon as practically possible notify iTools of any:

- actual, threatened or suspected infringement of iTools Intellectual Property rights in relation to the Services, the Software or this Agreement; or

- claim by any third party that the Services, the Software, or YOU'RE accessing the Web Site, infringes the rights of any other person,

YOU will provide all reasonable assistance to iTools in pursuing or defending any proceedings in relation to any infringement or claim.

13.2 iTools are not liable for, and YOU indemnify iTools against, any cost, expense, outgoing or liability which results from a claim by a third party alleging infringement of that third party's Intellectual Property rights due to a breach of your obligations under this Agreement.

14. Changes to the Services and Schedule 1

14.1 iTools may change any part or all of the Software or the Services, or the software, hardware or configuration YOU must have to use the iTools Control Service from time to time. iTools will give YOU 30 days written notice of any material changes that are made under this clause.

15. Limitation of Liability

15.1 Notwithstanding any other provision in this Agreement:

- Either party will only be liable for claims that are notified to the other party within 12 months of the date of the circumstances giving rise to the claim; and
- Except for breaches of the obligations of Intellectual Property, Confidential Information and an intentional breach of this Agreement, either party's total liability to the other party, whether in tort (including negligence), contract, breach of statutory duty, equity or otherwise arising from the relationship between YOU and iTools, is limited to direct losses or damages to a maximum amount of the Charges paid by YOU to iTools for the iTools Control Service for the 6 months immediately preceding the act or omission giving rise to the claim.

15.2 For the purposes of clause 15.1, direct loss or damage will not include:

- any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill of any person;
- any indirect, consequential or special loss;
- any loss resulting from liability to any third party; or
- any loss resulting from the action, omission, or breach of obligations by a third party service provider or other third party (including third party contractors).

15.3 Except as provided in clause 15.1, each party's liability to the other party, whether in tort (including negligence), contract, breach of statutory duty, equity or otherwise arising from the relationship between YOU and iTools, is excluded to the fullest extent permitted by law.

16. Termination

16.1 Either party may terminate this Agreement at any time by giving 90 days' notice in writing to the other party provided however YOU cannot give such notice for the period of the Term starting on the Commencement Date.

16.2 Either party (the *Terminating Party*) may terminate this Agreement immediately on written notice to the other party if the other party:

- commits an irremediable material breach of this Agreement, or commits a remediable material breach of this Agreement that is not rectified within 30 days

of the Terminating Party giving written notice of the remediable breach to the other party; or

- enters into a composition with its creditors, is declared bankrupt, goes into liquidation, has a receiver or statutory manager appointed in respect of it or any of its assets, has any orders, resolutions or other steps taken towards its winding up or liquidation, or it is unable to pay its debts when due (other than as part of a solvent amalgamation or reorganisation); or
 - assigns its rights or obligations under this Agreement otherwise than in accordance with clause 18.4.
- 16.3 iTools may terminate this Agreement immediately by written notice to YOU if YOU breach any of its obligations under clauses 6, 7.3, 7.4, 11 or 12.
- 16.4 Clauses 1, 2, 6, 7.3, 7.4, 8.1, 9, 10, 11, 12, 15, 16.4, 16.5, 17 and 18 and all other clauses that are intended to do so will survive termination of this Agreement.
- 16.5 Within 60 days of termination of this Agreement or of YOU ceasing to receive the iTools Control Service (as applicable), YOU may request, and iTools will use its best endeavors to return all or any of its data held under this Agreement. iTools may destroy any data that is not requested to be returned within the 60 day period specified above.

17. Dispute Resolution

- 17.1 Except as otherwise provided in this Agreement, if a dispute arises concerning the construction or performance of this Agreement, or the rights and liabilities of the parties under this Agreement, the parties, using the procedures set out in this clause, agree to resolve the dispute in good faith without resorting to litigation or arbitration. Either party may initiate these resolution procedures by giving written notice to the other party.
- 17.2 The party who initiates the resolution procedures must name its representative in the negotiations when giving written notice to the other party. A party receiving such written notice must then give written notice to the other party, within 5 Business Days of receiving the initiating party's notice, naming its representative in the negotiations. Each representative must have authority to settle the dispute. Within 5 Business Days after both parties have been so advised of each other's representatives, the representatives must enter into negotiations to try to resolve the dispute.
- 17.3 If the dispute has not been settled within 10 Business Days from the date of entering into negotiations then the parties will try to settle the dispute by mediation in New Zealand in terms of the LEADR New Zealand Incorporated standard mediation agreement. Either party may initiate mediation by giving written notice to the other party. The mediator and the mediator's fee will be agreed by the parties, but if they cannot agree on those matters within 5 Business Days after the mediation has been initiated then the mediator will be appointed and the mediator's fee determined by the then Chair of LEADR New Zealand Incorporated.
- 17.4 If the dispute has not been settled within 20 Business Days after the appointment of the mediator, or within a longer period agreed in writing by the parties, then the dispute will be determined in New Zealand in accordance with the Arbitration Act 1996 (excluding clauses 1, 4 and 5 of the Second Schedule to that Act). Either party may initiate arbitration by giving written notice to the other party. The arbitrator and the arbitrator's fee will be agreed by the parties, but if they cannot agree on those matters within 5 Business Days after the arbitration has been initiated then the arbitrator will be appointed and the arbitrator's fee determined by the then President of the New Zealand Law Society.
- 17.5 Nothing in this clause will preclude either party from taking immediate steps to seek urgent equitable relief before an appropriate court.

18. General provisions

- 18.1 Any notice required or permitted under the terms of this Agreement or required by statute, law or regulation will (unless otherwise provided) be in writing and delivered by hand, by prepaid airmail (for deliveries between different cities), by prepaid surface mail (for deliveries within a city), by email or by facsimile, to the addresses set out at the front of this agreement (or any replacement address notified by the receiving party) and will be deemed to have been received at the time when actually delivered if delivered by hand, or upon confirmation of successful transmission if sent by facsimile, or 7 days after posting if sent by prepaid airmail, or 3 days after posting if sent by prepaid surface mail, or, in the case of email notice, on the date shown on our system's email confirmation of delivery (where it is our notice to you) or receipt (where it is your notice to us).
- 18.2 New Zealand law governs this Agreement. New Zealand courts have non-exclusive jurisdiction, but if YOU wish to bring a claim against us, YOU must do so in a New Zealand court.
- 18.3 iTools is not liable for any failure or delay in performing an obligation pursuant to this Agreement if that failure or delay is due to a cause reasonably beyond its control.
- 18.4 YOU may not assign or otherwise transfer any of its rights and obligations in relation to this Agreement without iTools' consent.
- 18.5 Any unlawful provision in this contract may be severed, and the remaining provisions will remain enforceable, but only if the severance does not materially affect the purpose of, or frustrate, this contract.
- 18.6 A waiver by either party of any provision of this Agreement will not be effective unless given in writing, and then it will be effective only to the extent that it is expressly stated to be given. Any failure, delay or indulgence by either party in exercising any power or right will not operate as a waiver of that power or right. A single exercise or partial exercise by either party of any power or right does not preclude further exercises of that power or right by either party or the exercise of any other power or right by either party.
- 18.7 This Agreement comprises the entire agreement, understanding and arrangement (express and implied) between the parties relating to its subject matter and supersedes and cancels any previous agreement, understanding and arrangement relating to it, whether written or oral.
- 18.8 iTools is an independent contractor to YOU, and that nothing in this Agreement constitutes a partnership, joint venture or relationship of employer and employee between the parties. Neither party may:
- act or hold itself out as an agent or representative of the other party; or
 - assume or create any obligations on behalf of the other party.
- 18.9 YOU confirm that, in entering into this Agreement, YOU have not relied on any representation, promise, warranty or undertaking by iTools or anyone iTools is responsible for.
- 18.10 Either party's rights under this Agreement are cumulative and do not exclude any other rights or remedies available to that party.
- 18.11 This Agreement may be executed in any number of counterparts. Once a party has executed a counterpart, and each of the other parties has received a copy of the signed counterpart, that counterpart shall be deemed to be as valid and binding on the party executing it as if it had been executed by all the parties.
- 18.12 Subject to clauses 10.2 and 14, changes to this Agreement must be made in writing and signed by both parties.

Schedule 1

Hardware and Software Configuration

To use the iTools Control Service, YOU must ensure that the following hardware and software are installed at its premises, and that the software is configured to the following settings.

(Note that the information given below regarding how to achieve the required settings is intended as general guidance only, and is not a definitive guide. It is YOU'RE responsibility to ensure that software has been configured to the required settings.)

Hardware	<ul style="list-style-type: none">• Pentium 166MHz microprocessor or higher; and• Broadband Internet connection.• Screen resolution of 1024 x 768, 16-bit colour
Software	<ul style="list-style-type: none">• Microsoft Windows Operating System; and• Internet Explorer 6.0 or higher.• Microsoft update MS06-023 applied
Microsoft Windows Settings	<ul style="list-style-type: none">• "Display Options" set to the scheme "Windows Standard" (this scheme can be accessed via the control panel by selecting the display icon, then selecting the "Appearance" tab, then selecting "Windows Standard" in the scheme drop-down).
Internet Explorer Settings	<ul style="list-style-type: none">• "Text Size" to be medium (this can be set via the "View" menu by selecting "Text Size" and then "Medium");• Newer version of stored pages to be checked for every time Internet Explorer is started (this can be set via the "Tools" menu by selecting "Options", then selecting "Settings", and then choosing the button "Every time you start Internet Explorer");• "Print background colours and images" within Internet explorer printing settings to be ON (this can be set via "Internet Options" and the advanced tab);• Margins for printed status reports to be "3.5" (this can be set by accessing the "File" menu, then the "Page Setup" menu);• JavaScript enabled; and• Cookies enabled

Usage Guidelines

As a condition of your use of the Services, YOU will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. YOU may not use the Services in any manner that could damage, disable, overburden, or impair any iTools server, or the network(s) connected to any iTools server, or interfere with any other party's use of any Services. YOU may not attempt to gain unauthorised access to any Services, other accounts, computer systems or networks connected to any iTools server or to any of the Services, through hacking, password mining or any other means. YOU may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.