



Ronosoft Hospitality System

Software and Support Plan 2025 / 2026

Terms and Conditions

Version 2025.1, 20/11/2025

1. These Terms set out the terms and conditions for your use of the Roonsoft software and services as offered by Roonsoft Group Limited or its related companies ("we" or "Roonsoft"). The person(s) or organisation(s) entering into these Terms as a user of the Roonsoft software and services ("you", "User" or "Users") accept and agree to be bound by these Terms. Roonsoft grants you a limited, non-exclusive, non-transferable (unless approved by both parties), revocable licence to use the Roonsoft software and services in accordance with these Terms and Conditions. All rights not explicitly granted to Users in these Terms and Conditions are reserved by Roonsoft. "Environment" references in these Terms and Conditions encompass any hardware and software on either Roonsoft's or the client's side required to run Roonsoft software and/or provide services.
2. By providing payment(s) for the Roonsoft software and services you are fully agreeing with the terms and conditions as described here.
3. Roonsoft reserves rights to amend the existing Terms and Conditions. Any amendments will be promptly notified to the Users and will take effect immediately (unless stated explicitly in the notification or Terms and Conditions itself).
4. We may unilaterally add, make changes or remove altogether some features or functionality of the Roonsoft software and Services. We may also remove some or all of the Roonsoft software (either as features or individual software) and services at any time. Nothing in these Terms is to be taken as a guarantee that the Roonsoft software and services will always be available, either in its current form or at all, or that we will support, maintain or continue to offer the Roonsoft software and services, or any version of them.

5. Roonsoft software and services encompasses any features, technologies or functionality provided by Roonsoft.
6. Roonsoft software and services are designated for business use only and as such do not fall under any Consumer Laws, such as Consumers Guarantees Act 1993.
7. Each clause in these Terms is considered to legally operate as a separate item. If any authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
8. These Terms and Conditions shall be governed by New Zealand law, and you submit to the exclusive jurisdiction of the New Zealand courts for any matter or dispute arising in relation to these Terms and Conditions.
9. All of the Roonsoft software and services are owned by Roonsoft and as such must be relinquished / uninstalled at the end of the paid support period.
10. Roonsoft shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, business, goodwill, use, data or other intangible losses. This also applies even if Roonsoft has been advised of the possibility of such damages. This can, among other means, result from the use or the inability to use the Roonsoft software and services, either partially or in full, unauthorised access to, or alteration of, your communications or data or any other matter relating to the Roonsoft software and services.
11. Roonsoft's maximum aggregate liability under or in connection with these Terms and Conditions or your use of the Roonsoft software and services is limited to the pro rata amount of fees left on your current contractual period.
12. You are responsible for all activity that results from use of the Roonsoft software and services. You are responsible for maintaining the security of your environment, such as anti-virus protection, firewalls, passwords etc. Roonsoft will not be liable for any loss or damage that may result from any failure to keep your environment secure or any other environment issues reflected in Roonsoft software and services.
13. You indemnify Roonsoft against all forms of liability, actions, proceedings, demands, costs, charges and expenses which Roonsoft may incur or suffer as a direct or indirect result of the use of the Roonsoft software and services through your account or as a result of your failure to comply with these Terms and Conditions.
14. Roonsoft users are to be compliant with any required standards. Any observed user's non-compliance will cause immediate termination of the contract. Roonsoft reserves the right to implement and validate data entered using the software in order to enforce compliance.
If Roonsoft software and services do not provide particular compliant features then the user is required to enforce any required compliance by either using any

additional third party software and/or services. User is required to follow any related compliance changes related to the business use and act accordingly.

15. You accept Roonsoft software and service on “as is” basis. As such, any potential issues or expectations will be addressed to the best of Roonsoft’s ability and availability. Roonsoft does not warrant that either software use or services will be uninterrupted, timely, secure, virus-free or error-free, the Roonsoft software and services will be accurate, complete or reliable or any errors in the Roonsoft software and services will be corrected.
16. Roonsoft can use third parties to provide additional functionality in either software and/or services. As such, Roonsoft does not accept any liability for any issues arising from those third party suppliers.
17. Telephone help line access on 0800 118811 during the hours of 08:00 to 17:00 NZT. Urgent calls only outside these times and weekends please.
18. If your call cannot be attended to immediately please leave a message and we will return your call as soon as possible. You can also e-mail us on support@rhs.co.nz.
19. Software updates as and when released.
20. All support is done remotely. Any potential site visits are to be quoted accordingly.
21. Terms and Conditions along with appropriate support line numbers must be explained to all staff.
22. This agreement is transferrable in the event of a change of ownership and we require 30 days notice prior to changeover date and it is nonrefundable. Support does not cover extensive training in the event of change of ownership. Training is available in half hour blocks of \$75 + GST.
23. Acceptance of this agreement is for the full term as stated on the invoice.
24. Any technical support unrelated to the software might be charged at a rate specified in clause 6.
25. Roonsoft Group Limited reserves rights to cancel the support and software use agreement in case of non-compliance to general guidance of software use and/or inadequate computer environment on the client side.