

Terms of Service

Effective Date: 25 May 2025

Last Updated: 25 May 2025

These Terms of Service ("Terms") govern your use of the Pointa software and related services provided by **Pointa Limited** ("we", "us", "our"). By accessing or using the Service, you agree to be bound by these Terms. If you do not agree, you must not use the Service.

These Terms apply to:

- The **Pointa desktop application** (installed locally)
 - The **Pointa SaaS platform** (accessed via web or cloud integration)
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1. Definitions

- **"Service"** means the Pointa desktop and web-based software products, associated websites, APIs, and support tools.
 - **"You"** or **"User"** means the individual or entity using the Service.
 - **"Client Data"** means any data or content submitted, uploaded, or stored in the Service by you.
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2. Eligibility

You must be at least 18 years old and legally capable of entering into binding contracts to use the Service. If you're using the Service on behalf of an organization, you represent that you are authorized to bind that organization.

3. Account Registration

You may be required to register an account to access parts of the Service. You agree to provide accurate, complete, and current information. You are responsible for safeguarding your login credentials.

4. License to Use

We grant you a limited, non-exclusive, non-transferable, revocable license to use the Service in accordance with these Terms.

You may not:

- Copy, distribute, or resell the Service
- Reverse engineer or decompile any part of the Service
- Use the Service for unlawful or unauthorized purposes

Additional terms may apply to the desktop application as set out in the [End User License Agreement \(EULA\)](#).

5. Your Content & Data

You retain ownership of all Client Data entered or uploaded to the Service. You grant us a limited license to store, backup, and process your data solely for the purpose of operating and improving the Service.

You are solely responsible for:

- Ensuring your data is accurate and lawful
 - Managing your customer or user relationships (if applicable)
 - Complying with all relevant privacy laws and obligations
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6. Subscription & Billing

Use of certain features of the Service may require payment. Pricing and billing terms are available on our website or by written agreement.

- **Billing Cycle:** Weekly, monthly or annually, depending on your subscription
- **Payment Methods:** We accept automatic payments, credit/debit cards and other methods shown at checkout
- **Cancellation:** You may cancel your subscription at any time. Access will continue until the end of the billing period.

We reserve the right to change pricing with 30 days' notice.

7. Acceptable Use

You must not:

- Upload malware, viruses, or harmful code
- Interfere with the integrity or performance of the Service
- Attempt to gain unauthorized access to our systems
- Use the Service to store or transmit infringing, defamatory, or otherwise unlawful material

We reserve the right to suspend or terminate your account for violations of this section.

8. Support & Availability

We aim to provide reliable service but do not guarantee uninterrupted or error-free operation. We may perform maintenance from time to time, which may result in temporary outages.

Support is available via email at **support@hellopointa.com**.

9. Intellectual Property

All intellectual property in the Service is owned by or licensed to **Pointa Limited**. You may not use our name, logo, or branding without prior written permission.

10. Termination

You may stop using the Service at any time. We may suspend or terminate your access if:

- You breach these Terms
- Required by law or regulatory order
- The Service is discontinued

Upon termination, your license to use the Service ends, and we may delete your data after a reasonable period.

11. Disclaimers and Limitation of Liability

The Service is provided "as is" without warranties of any kind. To the fullest extent permitted by law:

- We disclaim all implied warranties (merchantability, fitness for purpose, etc.)
 - We are not liable for indirect or consequential damages
 - Our total liability is limited to the amount paid by you in the last 12 months
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12. Changes to These Terms

We may update these Terms from time to time. If changes are material, we will provide notice via the website or within the Service. Continued use after changes means you accept the new terms.

13. Governing Law

These Terms are governed by the laws of **New Zealand**. Any disputes shall be subject to the exclusive jurisdiction of the New Zealand courts.

14. Contact

If you have any questions about these Terms, contact us at:

Pointa Limited

Email: **info@helloponta.com**

Website: **www.helloponta.com**