

Ysite Terms of Use & Engagement

These Terms are an agreement between you and the Ysite owner, Sass NZ Ltd. By purchasing a subscription or membership into our Ysite, including accepting login access, and using the Ysite, you accept all the following terms and conditions.

Availability

1. Our aim is to provide an uninterrupted online resource accessible at all times of the day. However, we will not be liable if the Ysite becomes unavailable due to a technical fault or any other reason.
2. In the event the Ysite goes down, we will do our utmost to get it back online as soon as possible. Our uptime is 99.99%.
3. There will be times that the Ysite will be down due to maintenance. We will endeavour to advise you about this in writing.

Liability

4. Whilst we have made every effort to ensure that the Ysite provides accurate information, the information provided is for general guidance only and does not constitute advice of any kind.
5. We make no representations or warranties of any kind with respect to this Ysite or its contents. We make no representation or warranties about the accuracy, completeness, or suitability for any purpose of the information published in the Ysite.
6. Neither we, nor any of our Directors, shareholders, or employees shall be liable for loss or damage arising out of / or with the use of the Ysite or reliance on its contents. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of / or damage to property and claims of third parties. We are not employment lawyers and instead are providing advice at a consultant level, therefore, all advice and recommendations given in the area of HR, is not actual legal advice; and in the event any situation becomes a legal matter we highly recommend you seek legal advice. Please note that any advice given does not stop an employee from bringing a personal grievance against you.
7. Any opinion expressed by us is not necessarily the view taken by the Inland Revenue Department and should not be taken as binding on the department.
8. The Ysite is for New Zealand businesses, employers and employees only.
9. Where we provide advice as part of email support or telephone support, it is our professional duty to give your affairs proper care, skill and attention.
10. The Ysite may include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s). Also, out of our control these links maybe broken.
11. **Our Guarantee:** Where any advice we provide is incorrect (not arising from you not providing accurate and whole facts and information), we agree to take such reasonable steps to remedy or mitigate that advice at our own expense. We make no guarantee that any advice we give you will exclude the possibility of a personal grievance being raised by one of your employees.
12. **Full Disclosure:** We will throughout the handling of your matter rely on you to supply in a timely manner all information needed to act on your behalf and to tell us promptly of any relevant change in circumstances. We will not check the accuracy of such information unless it is specifically agreed in writing that we are to do so. If you hold information back from us it hinders our ability to assist you and we cannot be held responsible for any non-disclosure. If you are in doubt whether any information is relevant, then it is best to discuss it with us.
13. **Confidentiality:** We have a duty to keep all the information you tell us confidential from other parties unless we have your instructions to disclose it. Only staff who we employ have access to your files and they are under similar duty of confidentiality.
14. We cannot warrant that the E-Commerce Process, and/or your use of our E-Commerce Services (the Ysite) will be faultless, immediate, continuous, and virus free, nor that information provided through the E-Commerce Process will be completely, accurate or up to date.

Intellectual Property

15. We are the owner of all the content of the Ysite, including images and no part of this website may be reproduced or passed onto any third party without our express permission.

Email & Telephone Support

16. This clause applies where your Ysite subscription provides for email and phone support.
17. Email and phone support is a service provided by us which allows an unlimited number of emails/calls to us for resolving an issue you have relating to the nature of your subscription.
18. Even though we state unlimited, it shall be in our sole discretion to decide how many emails/calls are reasonable. We reserve the right to charge you separately for dealing with an unreasonable level of email/phone queries. Where this occurs, we will give you notice of our intention to charge and such charges shall be calculated at rates advised to you at the time.
19. Where we believe, in our absolute discretion, that your issue is too complex to be resolved through Email/phone Support, we will advise you of that and refer you to our consultancy service.
20. We reserve the right to close our operation at least twice a year for no more than a two-week period. This will happen at a minimum over the Christmas period. When this happens the Ysite will be available, however, the email and telephone support will be unavailable.

Templates

21. The templates section is a library of human resource and business documents and templates.
22. When you have an Ysite subscription, you can download all the documents contained within this section.
23. These documents and templates are for your use only and must not be shared with any third party.
24. Whilst great care has been taken to ensure the accuracy and the suitability of all the documents and templates, they are not a substitute for HR or legal advice and should only be used for general guidance. The information provided is based upon New Zealand law and best practice applicable at the time of drafting or creation. If you are unsure about how to complete or use a document or template, then you should consult us for advice using our consultancy service or using email or telephone support, if you have subscribed to that service. We highly recommend that you review all templates before using and adapt for your business, situation and purpose.
25. We do not guarantee that any particular document or template will be available.
26. We do not accept any liability, whether direct or indirect, for any loss, damage or expense (including loss of profit) occasioned through the use of our documents or templates, or any breach by us of these terms.
27. All our documents and templates are our copyright. Your download of these documents or templates allows you to adapt such documents strictly for your own business use on an as required basis.
28. You are strictly prohibited from:
 - a. forwarding our documents or templates in whatever form to another person, firm or business for their use;
 - b. sharing your username and password to the Ysite with another person, firm or business so that they can take advantage of the service provided by us without paying for it;
 - c. using or adapting the documents or templates for on-sale to another person, firm or business.

Subscriptions, Payment & Termination

29. The Ysite is an online service with different types of subscriptions, including (but not necessarily limited to):
 - a. Accounting & Tax Help
 - b. Bookkeeping Help
 - c. Payroll Help
30. These subscriptions are paid monthly on the 1st of the month, in advance, and paid by way of direct debit.
31. If a payment bounces due to lack of funds in your account, we will on-charge to you any associated bank fees. We will automatically deduct these payments from your account by way of direct debit.
32. We shall be entitled, at any time, without prior notice or any liability to you, to alter, cancel or suspend any of the Ysite services in the event you fall behind in payment.
33. All subscriptions, you are locked in for the first six months and thereafter, you can cancel your subscription by giving 30 days' notice. Email cancellation to info@sass.nz. Unless, you have signed a 12 month fixed fee contract, then it becomes part of the 12 months fixed terms and conditions.

34. None of these subscriptions include consultancy services. In the event we recommend any of our consultancy services, we will endeavour to provide you with either fixed pricing or an hourly rate.
35. Consultancy work will be invoiced at completion or at the end of every month. Payment is due on the 7th of the following month by way of direct debit.
36. We may alter our subscriptions at any time, including monthly fees. We will give you one-month notice of any changes.
37. We reserve the right to refuse membership to any of our subscription.
38. Please note that from time to time, we may send you promotional emails.

Security

39. The Ysite is designed using the MyHub platform.
40. MyHub is hosted in the cloud using Amazon Web Services (AWS). A key benefit of this approach is that all content and files are automatically protected using the advanced security features provided by AWS. This secures the network, servers and databases.
41. The security of your information is important to us. When you enter sensitive information (such as a credit card number) on our order forms, we encrypt the transmission of that information using secure socket layer technology (SSL). Please note that no method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, we cannot guarantee its absolute security.
42. We will disclose your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on Ysite or the site; (b) protect and defend the rights or property of Ysite; and, (c) act under exigent circumstances to protect the personal safety of users of Ysite services, or the public.
43. It is important that you keep your login access to the Ysite secure along with any of your staff that may have access. It is recommended that you regularly change your password and never share your password with anyone else.