Terms of Service

Lucid Information Systems

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1 Definitions

'We' or 'Us' refers to Lucid Information Systems. 'You' or 'Your' refers to you, the client, interacting with us in any way.

2 Introduction

These terms and policies will apply to every use of Our products and services. We reserves the right to issue revisions to these Terms / Policies by publishing a revised version of this document: that version will then apply to all use by You following the date of publication. Each access of information from Us will be a separate, discrete transaction based on the then prevailing terms.

3 Late Fees

Invoices paid later than 45 days after the issue date of the invoice will incur a $20.00 or 10% late processing fee (which ever is greater), unless previously arranged verbally or in writing that that particular invoice can be paid late.

Any fees not paid after 60 days past the issue date of the invoice may be referred to a debt collection agency, and further late fees may be incurred as per the costs involved with debt collection.

4 Projects

It is important to discus projects before they commence, so that we have a clear understanding of what You would like. The project discussion process increases the likely hood of project success.

Projects will normally require specifications to be drawn up, to clarify the project details and possibly the project goals. Study of the project specifications may uncover potential issues, before they are reached or the project is undertaken.

Any pricing estimate for a project expires after 14 days. Any estimate (price, time, or otherwise) may be incorrect, depending on the material that the estimate is based on.

A non-refundable deposit (a minimum of $100, or 20% of the estimate which ever is greater) is required to begin work on new projects. Projects are billed fortnightly (invoices are due upon receipt, unless otherwise arranged) and the balance is due upon completion of the project.

A failure to pay on time may result in withholding the assets of the project from the client, and/or termination of the project.

An initial specification for the project must be submitted. The initial estimate will be based on this. Any further changes must be submitted and will incur extra cost.

A bug fix will incur extra cost unless it is resolving a clearly incorrect interpretation of the project documentation.

5 Pricing

5.1 Pricing and Quotes

Our website is the most up-to date reference for our product and services pricing information. Pricing information available from our website is for our most basic products and services. Many of Our products and services are related to third parties. When quotes are drawn up, we will contact appropriate third parties, and then be able to provide more accurate pricing information for our services or products. In order to deliver a product or service third parties may be involved, we can not be responsible for the their actions, inactions, products, services or alterations to prices.

It is important to note that we charge different rates, depending upon the work undertaken.

Project planning is important to Us, it means that You know what to expect from Lucid Information Systems. Projects[1] may initially seem simple, however there may be many complications which are not at first apparent. Project planning attempts to highlight these issues, allowing them to be included in quotes. This process reduces the risk that a project will be over budget or be lacking an important feature.

5.2 Sales Tax

Unless otherwise stated all prices specified for goods and services do not include tax. In New Zealand this tax is known as GST [2].

Different places have different tax rates for goods and services. If You have questions relating to these taxes it is best to consult the tax department where we will be providing goods and/or services to You.

6 Quality of Products and Services

While We endeavor to offer the best products and services of the highest quality. We can not be held responsible for any faults or in accuracies within our products or service.

Our Products and services come with absolutely not guarantee of fitness or guarantee of usability for any purpose, even for the purpose intended.

We are not responsible for any misuse of our products.

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[1] Please read the the *Projects section on page 2* for further information on pricing.

[2] GST is a goods and services tax, and is charged on all goods and services, this is currently 12.5%. It is important to note that this tax may not apply to You and that this rate may change. It is also important to know that if You are GST registered, that You may be able to eligible for a GST return from the tax department.

7 Beta Release of Products and Services

Our Beta products and services are not production ready. Beta implies that there known issues with the product and/or service. By using Our beta products and/or services You are testing products and/or services which are still in a development phase.

"A beta version is the first version released outside the organization or community that develops the software"[3].

"The users of a beta version are said beta testers. They are usually customers or prospective customers of the organization that develops the software. They receive the software for free or for a reduced price, but act as free testers"[4].

By using Lucid Information Systems beta software or services in any way you become a beta tester. If you do not want to be a Lucid Information Systems beta tester then you must not use any of Our beta products and/or services.

8 Privacy

You may contact Us at any time regarding information We have about You. This may include, but is not limited to, the following:

- To opt out of any future contact from Us

- See what data We have about You, if any

- Change or correct any data We have about You

- Express any concern You have about our use of Your data

Precautions to protect Your information will be taken. Only employees who need information to perform a specific job (ie, billing or customer service) are granted access to Your personally identifiable information.

Lucid Information Systems are the sole owners of any information We collect about You. We only have access to/collect information that You voluntarily give Us via email or other direct contact from You. We will not sell or rent this information to anyone.

We will use Your information to respond to You, regarding the reason You contacted Us. Lucid Information Systems will not share Your information with any third part outside of our organization, other than as necessary to fulfill Your request(s) (ie. to ship an order or to provide a product or service You have requested), unless You provide false payment information, or do not pay for a product or service within the allowed timeframe[5].

Unless You ask us not to, We may contact You via email in the future to inform You about specials, new products or services, or changes to these policies.

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[3] *http://en.wikipedia.org/wiki/Software_release_cycle#Beta*
[4] *http://en.wikipedia.org/wiki/Software_release_cycle#Beta*
[5] Time frames for payment are listed in the 'Late Fees' section on page 2

If You wish to end email communications with Us then simply send an email to Us requesting that all email to Your address is ended. We will send You a verification email to which You must reply, as confirmation that You would like to end email communications with Us.

This is a precaution to avoid 3rd parties requesting that communication ends without your permission. If we have your public key and you have signed the communication with this public key then we may deem this verification step unnecessary. At which point the verification step may be bypassed.

9   Communications

Currently any information You supply to us via the Internet will be not be encrypted. Therefore We can not be held responsible for any information which is stolen during transit or from our server by a cracker. Security is important to Us, therefore We perform regular security checks to minimize these risks.

If You would like to use encryption to provide an additional layer of privacy to Your communications with Lucid Information Systems this can be arranged. Simply contact Us via an unsecured communication method; We will then assist You with the setup of encrypted communications. If You are already familiar with PGP, then You may download our public key from our website.

In order to maintain deployed systems, communications between our deployed products and our monitoring/update stations will need to be established. If You have Lucid Information System product(s) on site these devices may communicate with our server for monitoring and/or update purposes. If You do not want these monitoring and/or update services it is important that You express to Us that You do not want any out bound or in bound communications with our monitoring/update stations. This will result in monitoring and update services being disabled resulting in such services being unavailable You unless You decide to allow such communications to take place, or if You request activation of a service which which requires such a service or depends upon such a service. At which point the communication links between our servers and deployed products will need to be re-established.

10   Ownership & Copyright

Unless otherwise arranged, copyright and ownership is maintained by the original author. Custom modified or architected solutions which have been built for You unless otherwise specified, include an irrevocable license to the client and employer indefinitely for unlimited reproduction, modification, reuse and deployment. Unless otherwise specified all materials are released under the GNU General Public licence[6] If another license is specified or drafted then these rules may be overridden.

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[6]The GNU General Public License is available from *http://www.gnu.org/copyleft/gpl.html*

11   Service Termination

You are able to cancel our services at any time, and switch to another service provider, unless these terms of service are overridden with an overriding contract.

12   Liability

Any materials are provided "as is" and without warranties of any kind either express or implied. We disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the services We provide will be uninterrupted or error-free, that defects will be corrected, or that products available are free of viruses or other harmful components. We do not warrant or make any representations regarding the use or the results of the use of the products or services in terms of their correctness, accuracy, reliability, or otherwise. You (and not Us.) assume the entire cost of all necessary servicing, repair or correction. Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to You.

Under no circumstances, including, but not limited to, negligence, shall We be liable for any special or consequential damages that result from the use of, or the inability to use, the materials and / or services offered, even if Lucid Information Systems, or a Lucid Information Systems authorized representative has been advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to You. In no event shall our liability to You for all damages, losses, and causes of action (whether in contract, tort (including, but not limited to, negligence) or otherwise) exceed the amount paid by You.

Facts and information provided are believed to be accurate at the time provided. Changes may be made at any time without prior notice. Any information provided , is not intended to provide specific legal, financial or tax advice, or any other advice, whatsoever, for any individual or company and should not be relied upon in that regard. The services offered by Us are only offered in jurisdictions where they may be legally offered. Any Information or service provided is not all inclusive, and is limited to information that is made available to Lucid Information Systems, and such information or service should not be relied upon as all inclusive or accurate.

13   Policy Modification

We reserve the right to modify the terms of service agreement at any time. The most recent version is available from our website[7].

14   Disclaimer

While every effort is made to ensure accuracy, Lucid Information Systems Limited may not be held liable for any errors or omissions of any kind. This includes, but is not limited to, errors or omissions in product descriptions, product specifications, services, prices, delivery dates, shipping and sales tax computations, whether on our web site, in print, in e-mail, or in any other form. In addition Lucid Information Systems Limited reserves the right to cancel any order, or stop any service at any time.

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[7]website : http://www.lucidsystems.org