

COUCHDROP/MOVEBOT TERMS OF USE

1 APPLICATION OF TERMS

- 1.1 These Terms apply to your use of the Website and the Service. By accessing and using the Website and the Service:
- a you agree to these Terms; and
 - b where your access and use is on behalf of another person (e.g. a company), you confirm that you are authorised to, and do in fact, agree to these Terms on that person's behalf and that, by agreeing to these Terms on that person's behalf, that person is bound by these Terms.
- 1.2 If you do not agree to these Terms, you are not authorised to access and use the Website and Service, and you must immediately stop doing so.
- 1.3 Where you have signed a separate written agreement with us, if there is any inconsistency between these Terms and that separate agreement, the separate agreement prevails.

2 CHANGES

- 2.1 We may change these Terms at any time by updating them on the Website. Unless stated otherwise, any change takes effect immediately. You are responsible for ensuring you are familiar with the latest Terms. By continuing to access and use the Website and Service, you agree to be bound by the changed Terms. If you do not agree to any change, you must immediately cease your access to and use of the Website and Service.
- 2.2 We may change, suspend, discontinue, or restrict access to, the Website and the Service without notice or liability.
- 2.3 **These Terms were last updated on 12/April 2022**

3 DEFINITIONS

In these Terms:

Acceptable Use Policy means our Acceptable Use Policy set out on the Website (as that policy is updated from time to time) relating to your, and your Authorised Users', use of the Website and Service and setting out the Data Requirements.

Authorised User means any individual (e.g. a partner or customer of yours) that you authorise to access and use the Website and Service on your behalf and any of your Personnel.

CCPA means the California Consumer Privacy Act 2018.

Confidential Information means any information that is not public knowledge and that is obtained from the other party in the course of, or in connection with, the provision and use of the Website and the

Service. Our Confidential Information includes Intellectual Property owned by us (or our licensors). Your Confidential Information includes the Data.

Data means all data, content, and information (including Personal Information) owned, held, used or created by or on behalf of you that is stored using, or inputted into, the Service.

Data Protection Laws means:

- a in respect of us, the New Zealand Privacy Act 2020 and, to the extent that we have entered into a Personal Information Agreement with you, the data protection and privacy law the subject of that agreement; and
- b in respect of you, all data protection or privacy laws applicable to you, your operations, and your Data, including the New Zealand Privacy Act 2020.

Data Requirements means the requirements with which all Data must comply, as set out in the Acceptable Use Policy.

EU/UK Data Protection Laws means all laws and regulations, including laws and regulations of the European Union, its member states and the United Kingdom, that apply to the processing of Data, including (where applicable) the European Union General Data Protection Regulation 2016/679 and the equivalent laws of the United Kingdom.

Fees means the then current Fees set out in the Website for the use of the Service. All Fees are stated to be in USD and must be paid in that currency.

Force Majeure means an event that is beyond our reasonable control.

HIPAA means the Health Insurance Portability and Accountability Act 1996.

including and similar words do not imply any limit.

Intellectual Property Rights includes copyright and all rights existing anywhere in the world conferred under statute, common law or equity relating to inventions (including patents), registered and unregistered trade marks and designs, circuit layouts, data and databases, confidential information, know-how, and all other rights resulting from intellectual activity. **Intellectual Property** has a consistent meaning, and includes any enhancement, modification or derivative work of the Intellectual Property.

Loss includes:

- a any fines, penalties, and punitive or exemplary damages payable by us to any regulatory or other body; and
- b any claim, proceeding, damage, liability, cost (including legal costs on a solicitor and own client basis), and loss of any kind.

Payment Card Industry Data Security Standard means the standard also referred to as PCI DSS that is issued by the PCI Security Standards Council (including any addition or change to, or replacement

of, that standard made by the Council or any replacement body or body with authority to make those or similar standards).

Personal Information means information about an identifiable, living person, including personal data, personally identifiable information and equivalent information under applicable Data Protection Laws.

Personal Information Agreement means any of the agreements listed in clause 5.7 that we have entered into with you.

Personnel includes officers, employees, contractors and agents, but a reference to your Personnel does not include us, and vice versa. Where we have signed a Personal Information Agreement with you relating to EU/UK Data Protection Laws, a reference to our Personnel includes a “sub-processor” as defined in that Personal Information Agreement.

Privacy Policies mean the Couchdrop Privacy Policy (as that policy is set out on the Website and as updated from time to time), and includes any Personal Information Agreement.

Security Standards means the technical and organisation measures applied to the Service set out on the Website, as those standards are updated from time to time.

Sensitive Data means any Data that is Personal Information and that is commonly treated as “sensitive” including banking and payment details, financial information, medical records, identity document information, and other data that is likely to cause serious harm if it was used or disclosed without the consent of the individual to whom the Data relates.

Service means the file transfer service made available by us via the Website and the Underlying Systems that enables you to transfer data via the Cloud, as that service is described on the Website, and includes the Storage Service if we have agreed that you may use the Storage Service.

Storage Service means the hosted storage of Data in accordance with clause 4.3.

Taxes means goods and services tax, value added tax, sales tax or equivalent tax payable under any applicable law.

Terms means these terms and conditions titled *Couchdrop Terms of Use*.

Underlying System means any network (including software and hardware), system, software, data or material that is used to provide the Service and the Website.

User ID means a unique name and/or password allocated to you to allow you to access certain parts of the Website.

We (when used with upper or lower case), *us* or *our* means Couchdrop Limited, a New Zealand registered company.

Website means any of http://*.couchdrop.io, https://*.couchdrop.io, http://*.couchdrop.com or https://*.couchdrop.com, http://*.movebot.io, https://*.movebot.io

You (when used with upper or lower case) means you or, if clause 1.1b applies, both you and the other person on whose behalf you are acting.

A reference to a statute includes references to regulations, orders or notices made under or in connection with the statute or regulations and all amendments, replacements or other changes to any of them.

4 THE SERVICE

- 4.1 Subject to your compliance with these Terms including the payment of all Fees, we will make available to you the Service in accordance with these Terms and New Zealand law. Our provision of the Service to you is non-exclusive. Nothing in these Terms prevents us from providing the Service to any other person.
- 4.2 We will use reasonable efforts to ensure the Website and Service are available on a 24/7 basis with a target uptime availability of 99.9%. However, it is possible that on occasion the Website and Service may be unavailable to permit maintenance or other development activity to take place, or in the event of Force Majeure. We will use reasonable efforts to publish on the Website advance details of any unavailability.
- 4.3 Where we agree to provide you the Storage Service, you agree that:
- a we do not have our own facilities to store Data on your behalf and use a reputable third-party provider to store that Data (as at the date of these Terms, the Data is stored using AWS). Storage of the Data is subject to the provider's standard terms (see https://www.couchdrop.io/hubfs/privacy/latest/privacy_policy.pdf and https://www.couchdrop.io/hubfs/privacy/latest/acceptable_use_policy.pdf). If you do not agree to the Data being stored subject to those standard terms, you must not use the Storage Service;
 - b you must not store any Sensitive Data using the Storage Service without our prior written consent;
 - c you are responsible for choosing the location in which Data is stored using the Storage Service (this is done through your storage settings);
 - d we will not be liable to you in connection with the Storage Service for any Loss, including (to avoid doubt) loss or degradation of Data stored using the Storage Service, except to the extent that we successfully claim that Loss from the third-party provider under their standard terms (and you must provide all assistance requested by us relating to that claim); and
 - e to avoid doubt, our provision of the Storage Service is subject to the disclaimer of warranties and limitations of liability in clauses 10 and 11.

5 YOUR OBLIGATIONS

- 5.1 You must provide true, current and complete information in your dealings with us (including when setting up an account), and must promptly update that information as required so that the information remains true, current and complete.
- 5.2 If you are given a User ID, you must keep your User ID secure and:
- a not permit any other person to use your User ID, including not disclosing or providing it to any other person;
 - b immediately notify us if you become aware of any disclosure or unauthorised use of your User ID, by sending an email to security@couchdrop.io
 - c you acknowledge and agree that you are solely responsible for all Data that is processed through the Service using your User ID.
- 5.3 You and any Authorised User must:
- a use the Service to process (including transmit) Data between systems owned or controlled by you or on your behalf (and to store Data where you are using the Storage Service) in accordance with these Terms solely for:
 - i your own internal business purposes; and
 - ii lawful purposes and in accordance with all applicable laws, including complying with:
 - the New Zealand Unsolicited Electronic Messages Act 2007 and any anti-spam or similar law to which you are subject; and
 - Data Protection Laws;
 - b unless you are subject to a separate partner agreement with us, not resell or make available the Service to any third party, or otherwise commercially exploit the Service.
- 5.4 When accessing the Website and the Service, you and your Authorised Users:
- a must comply with the Acceptable Use Policy;
 - b are responsible for all Data processed using the Service; and
 - c without limiting the remainder of this clause, must ensure the Data meets the Data Requirements.
- 5.5 A breach of any of these Terms by your Authorised Users is deemed to be a breach of these Terms by you.
- 5.6 You are responsible for procuring:

- a all licences, authorisations and consents required for you and your Authorised Users to use the Website and the Service, including to use, store and input Data into, and process and distribute Data through, the Service; and
 - b all equipment and systems required for you to access and use the Service (including the systems from and to which Data is processed (including transmitted)), and for maintaining that equipment and systems in accordance with all applicable laws and industry best practice (including relating to security best practice and mitigating internet security risks).
- 5.7 You must not use the Website or the Service to process (including to transmit or store) any Personal Information that is regulated by:
- a the Payment Card Industry Data Security Standard;
 - b HIPAA unless and until you have entered into a separate business associate agreement with us;
 - c CCPA unless and until you have agreed to the separate CCPA data processing agreement with us (by opting into that CCPA data processing agreement when you first agreed to these Terms); and/or
 - d EU/UK Data Protection Laws unless and until you have returned to us a fully completed and signed EU/UK Data Protection Laws data processing agreement.
- 5.8 You must not use the Website or the Service to perform a statutory or regulated function or purpose except with our prior written agreement.
- 5.9 By using the Website and the Service, you represent and warrant on an ongoing basis that:
- a you and your Authorised Users are not:
 - i a sanctioned entity under United States, European Union (or any member state), United Kingdom, Australian or New Zealand law; and/or
 - ii subject to any sanction by the governments of those jurisdictions (including, in the case of the United States, any sanction administered or enforced by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, or the Bureau of Industry and Security of the U.S. Department of Commerce), including any sanction that supports a decision or resolution of the United Nations Security Council,
- (together **Sanctions**). In this clause **sanctioned entity** includes either you or any of your Authorised Users being located, organised, or resident in a country or territory that is, or whose government is, subject to Sanctions or similar embargos; and

- b the systems from and to which the Service processes (including transmits) Data are not located in a country or territory that is, or whose government is, subject to Sanctions or similar embargos.

6 FEES

- 6.1 You must pay us the Fees for your use of the Service. You must pay the Fees electronically in cleared funds without any set off or deduction, including by using a valid credit card or other form of payment accepted by us. If payment of the Fees is not made by the due date, we may immediately suspend your access to and use of the Service.
- 6.2 In addition to the Fees, you must pay us all Taxes. If withholding taxes apply and are deducted or withheld by you, the amount payable to us shall be grossed up to the extent necessary to ensure that, after such deduction or withholding, the amount received by us remains unchanged from the Fees.
- 6.3 All Fees and Taxes paid are non-refundable.
- 6.4 We may increase the Fees by giving at least 30 days' notice. If you do not wish to pay the increased Fees, you may terminate these Terms and your right to access and use the Website and the Service on no less than 10 days' notice, provided the notice is received by us before the effective date of the Fee increase. If you do not terminate these Terms and your right to access and use the Website and the Service in accordance with this clause, you are deemed to have accepted the increased Fees.

7 DATA

- 7.1 You acknowledge that:
 - a we may require access to the Data to exercise our rights and perform our obligations under these Terms and under the Privacy Policies; and
 - b to the extent that this is necessary but subject to clause 9 and any Personal Information Agreement, we may authorise a member or members of our Personnel to access the Data for this purpose.
- 7.2 You must arrange all consents and approvals that are necessary for us to access the Data as described in clause 7.1.
- 7.3 You acknowledge and agree that:
 - a we may:
 - i access and use Data (including metadata) to provide onboarding and support assistance to you or an Authorised User where we have agreed to provide that assistance (and, to avoid doubt, additional Fees may be payable for that assistance);

- ii use Data (including metadata) to generate anonymised and aggregated statistical and analytical data, including metrics data (**Analytical Data**); and
 - iii use Analytical Data for our own internal business use, including research, product and service development, to conduct statistical analysis, and to identify trends and insights;
- b our rights under clauses 7.3aⁱⁱ and 7.3aⁱⁱⁱ will survive termination of these Terms; and
- c title to, and all Intellectual Property Rights in, Analytical Data is and remains our property.

7.4 You acknowledge and agree that to the extent Data contains Personal Information:

- a we will comply with:
 - i Data Protection Laws that apply to us and our Privacy Policies;
 - ii any applicable Personal Information Agreement that applies to that information;
- b you must comply with any obligation on you that is set out in our Privacy Policies; and
- c in the processing of that information through the Service, we are acting as your agent, service provider, and/or data processor, for the purposes of Data Protection Laws that apply to us. You must obtain all necessary consents from the relevant individual to enable us to collect, use, hold and process that information in accordance with these Terms and the Privacy Policies (including to exercise all rights under these Terms and the Privacy Policies). These consents must be explicit and comply with Data Protection Laws applicable to both us and you. On request, you must provide written confirmation to us that you have these explicit consents.

7.5 While we (and the third-party we contract to provide the Storage Service) will take standard industry measures to back up all Data stored using the Service, you agree to keep a separate back up copy of all Data processed (including transmitted) using the Service. This back up copy must be sufficient to enable you to restore the Data in the event of any kind of loss.

7.6 You agree that we may store Data (including any Personal Information) in secure servers in the United States and any other territory chosen by you in your account settings and may access that Data (including any Personal Information) in the United States and that territory and New Zealand from time to time. We recommend that the territory in which you choose to store your data is local to you.

7.7 The Service (excluding the Storage Service which is subject to the third-party terms linked in clause 4.3) uses appropriate safeguards to protect the security of the Data and the Service, including complying with the Security Standards. If you become aware of any issue with the Service that may cause a security issue or privacy breach, you must notify us immediately, including providing sufficient information to enable us to verify the issue or breach.

8 INTELLECTUAL PROPERTY

- 8.1 Subject to clause 8.2, title to, and all Intellectual Property Rights in, the Service, the Website (including all information, data, text, graphics, artwork, photographs, logos, sound recordings, videos and *look and feel*), and all Underlying Systems, is and remains our (and our licensors') property. You must not contest or dispute that ownership, or the validity of those Intellectual Property Rights.
- 8.2 Title to, and all Intellectual Property Rights in, the Data (as between the parties) remains your property. You grant us a worldwide, non-exclusive, fully paid up, transferable, irrevocable licence to transmit, use, store, copy, modify, display, make available and communicate the Data for any purpose in connection with the exercise of our rights and performance of our obligations in accordance with these Terms.
- 8.3 If you provide us with ideas, comments or suggestions relating to the Website or the Service (together **feedback**):
- a all Intellectual Property Rights in that feedback, and anything created as a result of that feedback (including new material, enhancements, modifications or derivative works), are owned solely by us; and
 - b we may use or disclose the feedback for any purpose.
- 8.4 You acknowledge that the Website or the Service may link to third party websites or feeds that are connected or relevant to the Website or the Service. Any link from the Service does not imply that we endorse, approve or recommend, or have responsibility for, those websites or feeds or their content or operators. To the maximum extent permitted by law, we exclude all responsibility or liability for those websites or feeds.

9 CONFIDENTIALITY

- 9.1 Each party must, unless it has the prior written consent of the other party:
- a keep confidential at all times the Confidential Information of the other party;
 - b effect and maintain adequate security measures to safeguard the other party's Confidential Information from unauthorised access or use; and
 - c disclose the other party's Confidential Information to its Personnel or professional advisors on a *need to know* basis only and, in that case, ensure that any Personnel or professional advisor to whom it discloses the other party's Confidential Information is aware of, and complies with, clauses 9.1a and 9.1b.
- 9.2 The obligation of confidentiality in clause 9.1 does not apply to any disclosure or use of Confidential Information:
- a for the purpose of performing a party's obligations, or exercising a party's rights, under these Terms;

- b required by law (including under the rules of any stock exchange);
- c which is publicly available through no fault of the recipient of the Confidential Information or its Personnel;
- d which was rightfully received by a party from a third party without restriction and without breach of any obligation of confidentiality; or
- e by us if required as part of a *bona fide* sale of our business (assets or shares, whether in whole or in part) to a third party, provided that we enter into a confidentiality agreement with the third party on terms no less restrictive than this clause 9.

10 DISCLAIMER OF WARRANTIES

10.1 To the maximum extent permitted by law:

- a the Website and the Service is provided “as is” and “as available” and without warranty of any kind. All conditions, guarantees or warranties whether expressed or implied by statute or otherwise are expressly excluded; and
- b you acknowledge and agree that you use the Website and the Service (including the processing (including transmitting) of Data using the Service and the storage of Data using the Storage Service) at your own risk. Without limiting clause 10.1a, we make no representation concerning the quality of the Service and do not promise that the Service will:
 - i meet your requirements or be suitable for a particular purpose, including that the use of the Service will fulfil or meet any statutory role or responsibility you may have;
 - ii satisfy the laws of your country. You are responsible for ensuring that your access to and use of the Service is not illegal or prohibited, and for your own compliance with applicable local laws; and/or
 - iii be secure, free of viruses or other harmful code, uninterrupted or error free, or that any defect with the Service will be corrected.

10.2 You agree and represent that you are acquiring the Service, and accepting these Terms, for the purpose of trade. The parties agree that:

- a to the maximum extent permissible by law, applicable consumer protection legislation (including the New Zealand Consumer Guarantees Act 1993) does not apply to the supply of the Service or these Terms; and
- b it is fair and reasonable that the parties are bound by this clause 10.2.

10.3 Where legislation or rule of law implies into these Terms a condition, guarantee, or warranty that cannot be excluded or modified by contract, the condition, guarantee or warranty is

deemed to be included in these Terms. However, our liability for any breach of that condition or warranty is limited, at our option, to:

- a supplying the Service again; and/or
- b paying the costs of having the Service supplied again.

11 LIABILITY

11.1 To the maximum extent permitted by law:

- a you access and use the Website and/or the Service at your own risk; and
- b we are not liable or responsible to you or any other person for any Loss under or in connection with these Terms, the Website, the Service, or your access and use of (or inability to access or use) the Website or the Service. This exclusion applies regardless of whether our liability or responsibility arises in contract, tort (including negligence), equity, breach of statutory duty, or otherwise.

11.2 Except to the extent permitted by law, nothing in these Terms has the effect of contracting out of applicable other consumer protection law that cannot be excluded. To the extent our liability cannot be excluded but can be limited, our liability is limited to USD100.

11.3 We are not liable to you under or in connection with these Terms, the Website, the Service, or your access and use of (or inability to access or use) the Website or the Service, for any of the following even if it was reasonably foreseeable:

- a loss of profit, revenue, savings, business, use, data (including Data), and/or goodwill; or
- b consequential, indirect, incidental, punitive or special damage or loss of any kind.

11.4 To the maximum extent permitted by law and only to the extent clauses 11.1 and 11.2 of these Terms do not apply (but subject to clause 11.3), our total aggregate liability to you under or in connection with these Terms, or in connection with the Website or the Service, or your access and use of (or inability to access or use) the Website or the Service, for all Loss must not exceed the Fees paid by you in the 12-month period preceding the first event to give rise to liability. Our liability under this clause 11.4 is subject to you taking reasonable steps to mitigate your Loss.

11.5 You indemnify us against any Loss arising from or in connection with:

- a your (or an Authorised User's) breach of these Terms, including your failure to obtain any consent in accordance with clauses 7.2 and 7.4c or your failure to obtain the rights under clause 8.2, of the Acceptable Use Policy, or of the Privacy Policies;
- b without limiting clause 11.5a, your failure to comply with clause 5.7;
- c your (or an Authorised User's) use or misuse of the Website or the Service;

- d any system owned or controlled by you or on your behalf adversely affecting the Data, the Website, and/or the Service; and
- e any actual or alleged claim by a third party that any Data breaches or infringes the Data Requirements or any third party right (including Intellectual Property Rights and privacy rights).

12 TERMINATION AND SUSPENSION

- 12.1 Without prejudice to any other right or remedy available to us and without limiting clause 2.2, we may immediately and without notice, terminate your right to access and use the Website and the Service if:
- a we consider that you or any of your Authorised Users have breached these Terms, the Acceptable User Policy, or the Privacy Policies;
 - b you become insolvent, liquidated or bankrupt, have an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed, become subject to any form of insolvency action or external administration, or cease to continue business for any reason; or
 - c we give you notice.
- 12.2 You may terminate these Terms and your right to access and use the Website and the Service by giving notice to us.
- 12.3 Termination of these Terms does not affect either party's rights and obligations that accrued before that termination.
- 12.4 No compensation is payable by us to you as a result of any termination of these Terms for whatever reason, and you will not be entitled to a refund of any Fees that you have already paid.
- 12.5 On termination:
- a you must immediately pay all Fees for the provision of the Services prior to that termination;
 - b you must immediately cease using the Website and the Service;
 - c where you used the Storage Service, within one month after the termination date:
 - i at our option, we may offer you limited access to the Storage Service to allow you to extract the Data; or
 - ii you may request:
 - a copy of any Data stored using the Storage Service, provided that you pay our costs of providing that copy. Within a reasonable period after receipt of

that request, we must provide a copy of the Data in a common electronic form or, if agreed by us, we will move the Data to a data bucket in the Cloud and transfer ownership of that bucket to you (including providing all keys and codes required to access that bucket). We do not warrant that the format of the Data will be compatible with any software; and/or

- deletion of the Data stored using the Storage Service, in which case we must use reasonable efforts to promptly delete that Data; and

- d one month after the termination date, we may delete:
- i any encryption key or other code required to access and use the Data, with the effect of rendering the Data inaccessible; and/or
 - ii delete the Data.

To avoid doubt, we are not required to comply with clause 12.5ci to the extent that you have previously requested deletion of the Data.

12.6 Without limiting any other right or remedy available to us, we may (without notice) suspend your access to and use of the Website and/or the Service and/or delete, edit or remove the relevant Data if:

- a we have a right to terminate these Terms, and we choose to exercise the suspension right instead of termination (provided that this does not limit our right to terminate these Terms at a later time);
- b without limiting clause 12.6a, we consider that you or any of your Authorised Users have:
 - i failed to pay the Fees;
 - ii undermined, or attempted to undermine, the security or integrity of the Service, including any Underlying Systems;
 - iii used, or attempted to use, the Service:
 - for improper purposes; or
 - in a manner, other than for normal operational purposes, that materially reduces the operational performance of the Service;
 - iv processed, transmitted, inputted or stored any Data that breaches or may breach these Terms, the Acceptable Use Policy, a Privacy Policy, or any third party right (including Intellectual Property Rights and privacy rights);
- c a governmental or regulatory authority or court of law requests or requires us to do so; or
- d we otherwise consider it appropriate.

12.7 Where we exercise our suspension right under clause 12.6, you:

- a remain liable to pay all Fees for the Service during the suspension period; and
- b may request the cessation of the suspension on notice to us, provided that we will not be required to cease the suspension unless you:
 - i provide written evidence that is sufficient for us to verify that the issue causing the suspension has ceased and will not reoccur; and
 - ii agree to such further obligations as are required by us to ensure the issue causing the suspension does not reoccur.

12.8 On suspension or termination, you must immediately cease using the Website and the Service, and must not attempt to gain further access.

13 GENERAL

13.1 If we need to contact you, we may do so by email or by posting a notice on the Website. You agree that this satisfies all legal requirements in relation to written communications. You may give notice to us under or in connection with these Terms or relating to the Website or the Service by emailing security@couchdrop.io or sales@couchdrop.io.

13.2 We are not liable to you or any other person for any failure to perform our obligations under these Terms to the extent caused by Force Majeure.

13.3 No person other than you and us has any right to a benefit under, or to enforce, these Terms.

13.4 Subject to clause 7.4c, we are your independent contractor, and no other relationship (e.g. joint venture, agency, trust or partnership) exists under these Terms.

13.5 These Terms, and any dispute relating to these Terms, the Website, or the Service, are governed by and must be interpreted in accordance with the laws of New Zealand. Each party submits to the non-exclusive jurisdiction of the Courts of New Zealand in relation to any dispute connected with these Terms, the Website, or the Service.

13.6 For us to waive a right under these Terms, the waiver must be in writing.

13.7 You may not assign, novate, subcontract or transfer any right or obligation under these Terms without our prior written consent. You remain liable for your obligations under these Terms despite any approved assignment, subcontracting or transfer.

13.8 Clauses which, by their nature, are intended to survive termination of these Terms, including clauses 5.8, 6, 7, 8, 9, 10, 11, 12.3, 12.4, 12.5, 12.8, 13.5, and 13.8, continue in force.

13.9 If any part or provision of these Terms is or becomes illegal, unenforceable, or invalid, that part or provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity. If a modification is not possible, the part or provision must be treated for all purposes as severed from these Terms. The remainder of these Terms will be binding on you.

13.10 These Terms set out everything agreed by the parties relating to your use of the Website and the Service, and supersede and cancel anything discussed, exchanged or agreed prior to you agreeing to these Terms. The parties have not relied on any representation, warranty or agreement relating to the Website and the Service that is not expressly set out in the Terms, and no such representation, warranty or agreement has any effect from the date you agreed to these Terms. Without limiting the previous sentence, the parties agree to contract out of sections 9, 12A and 13 of the New Zealand Fair Trading Act 1986, and that it is fair and reasonable that the parties are bound by this clause 13.10.

Versions

Amendments and changes to this document will be noted below

Version Number	Date	Notes
<i>Version 1.1</i>	<i>12 April 2022</i>	<i>Initial version</i>