

KŌWHIRI LIMITED TERMS AND CONDITIONS

You should read these terms and conditions carefully as they form the basis of the Agreement between you and us (each as defined below) for the provision of access to the Arken Service provided by Kōwhiri Limited. By registering to use the Arken service you confirm that you accept these terms and conditions and agree to be bound by them. Where you are registering to use the Arken Service on behalf of a company, partnership, LLP, firm or other organisation, you confirm that you have the necessary authority to bind that organisation.

1. DEFINITIONS

1.1 The following definitions apply to these terms and conditions:

“**we**”, “**us**” or “**our**” refer to Kōwhiri Limited (company number 5689189), trading as Kōwhiri.

“**you**” or “**your**” means you, the individual (not being a consumer), firm, practice, partnership, company, or organisation who or which registers with us to use the Service.

“**Account Profile**” means the details of your business completed and maintained by you as part of your use of and subscription to the Service including your company / business name and VAT or GST number.

“**Administrators**” means each individual User who you designate via the Service from time to time to have administrator access to the Service.

“**Agreement**” means the agreement between you and us for the use of the Service which comprises these terms and conditions (as amended from time to time in accordance with clause 6.5.2) and any other documents referred to in these terms and conditions.

“**Authorised User**” means such of your authorised employees and consultants who are registered to use the Service including the Primary User and Administrators.

“**Client**” means your client in respect of whom you are accessing the Service to prepare Documents.

“**Content**” means all information and material contained on the Site and within the Software and the Service including, without limitation, code, data, text, software, photographs, pictures, graphics, questionnaires, databases, reports and the Documents and TR Reports but excluding Your Data.

“**Documents**” means the documents created by you via the Service including without limitation Wills and Powers of Attorney but excluding the TR Reports.

“**Document Fees**” means the document fees (exclusive of value added tax) payable by you for the creation of Documents as detailed on the fees page on the Site as updated from time to time or as otherwise agreed by you and us in writing and signed by our authorised representative.

“**Fees**” means the Subscription Fees and the Document Fees.

“**Free Trial**” means the Free Trial offer as detailed on the Site whereby we will allow you access to the Service free of charge for a limited period for one Primary User for evaluation purposes.

“Intellectual Property Rights” means all copyright, design right, registered designs, patents, trade and service marks, rights in relation to databases, know-how, rights in confidential information and all other intellectual property rights throughout the world, whether registered or unregistered and including all rights to applications, pending registrations, renewals and reversions.

“Primary User” means the individual User who sets up your Account Profile or who you otherwise designate via the Service from time to time to have primary user access to the Service.

“Software” means the software applications made available to you by us via the Service.

“Service” means the Arken subscription service provided by us via the Site which provides access to the Software. When you register via the Site to use Trust Referencer, the Service will include Trust Referencer.

“Site” means our website www.arken.legal or any other website notified to you by us from time to time.

“Subscription Fees” means the subscription fees (exclusive of value added tax) payable by you for each User Subscription as detailed on the fees page on the Site as updated from time to time or as otherwise agreed by you and us in writing and signed by our authorised representative.

“Subscription Term” means the annual subscription term commencing on the date on which you purchase your first User Subscription or the anniversary thereof.

“Trust Referencer” means the Kōwhiri Trust Referencer Service which may be added to your subscription via the Site as part of the registration process.

“TR Reports” means the reports and other documents made available to you via the Trust Referencer Service.

“User Subscriptions” means the user subscriptions purchased by you which entitle Authorised Users to access and use the Service in accordance with the Agreement. One User Subscription is required for each Authorised User.

“Your Data” means the information and data provided to us by you or inputted by you and your Authorised Users into the Service.

2. USER SUBSCRIPTIONS

2.1 Subject to the terms of the Agreement and payment by you of the applicable Fees, we hereby grant to you a non-exclusive, non-transferable right to permit Authorised Users to use the Service during the Subscription Term solely for your internal business operations.

2.2 Your Primary User or Administrators may, from time to time during any Subscription Term, purchase additional User Subscriptions via the Site. If such additional User Subscriptions are purchased part way through the Subscription Term, such fees will be pro-rated for the remainder of the Subscription Term.

2.3 In relation to the Authorised Users, you undertake that:

- 2.3.1 the maximum number of Authorised Users who access and use the Service will not exceed the number of User Subscriptions you have purchased;
 - 2.3.2 you will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User will no longer have any right to access or use the Service;
 - 2.3.3 you will ensure that each Authorised User keeps a secure and confidential password for their use of the Service; and
 - 2.3.4 you will not attempt to obtain, or assist third parties in obtaining, access to the Service.
- 2.4 You acknowledge that we are permitted to audit your use of the Service in order to verify your compliance with the Agreement. If an audit reveals that the Service has been accessed by an individual who is not an Authorised User, then without prejudice to our other rights, you will pay us an amount equal to the underpaid Subscription Fees.
- 2.5 Where you have subscribed to a Free Trial:
- 2.5.1 you may use the Service in accordance with the Agreement;
 - 2.5.2 at the end of the Free Trial, unless you subscribe to the Service, or as otherwise may be agreed by us, you will cease to have access to the Service and we will be entitled to destroy or otherwise dispose of your Documents and Your Data;
 - 2.5.3 you may subscribe to the Service at any time during the Free Trial period by paying the Fees.

3. SERVICE

- 3.1 We will, during the Subscription Term, provide the Service to you in accordance with the Agreement.
- 3.2 We will provide technical maintenance of the Software and will provide or procure maintenance of the Service.
- 3.3 We will use commercially reasonable endeavours to ensure that the Service is available 24 hours a day, seven days a week, except for:
 - 3.3.1 any planned maintenance carried out during the maintenance window of 21.00 to 07.00 in the country the Service is being provided; and
 - 3.3.2 any unscheduled maintenance deemed by us to be necessary to perform outside of the maintenance window referred to above. In any such circumstances we will use commercially reasonable endeavours to give you at least 4 hours' notice in advance where any such unscheduled maintenance occurs.

4. YOUR DATA

- 4.1 As between you and us, you will own all Intellectual Property Rights and other rights, title and interest in and to Your Data and will have sole responsibility for the legality, reliability, integrity, accuracy, quality and security of Your Data.

- 4.2 You warrant that you have all necessary rights, consents and licences to provide Your Data to us in accordance with the Agreement and that use of Your Data will not infringe the Intellectual Property Rights or other rights of any third party.
- 4.3 We will follow archiving procedures for Your Data as set out in our back-up policy (as may be amended by us at our sole discretion from time to time) a copy of which is available upon request ("Back-Up Policy"). In the event of any loss or damage to Your Data, your sole and exclusive remedy will be for us to use reasonable commercial endeavours to restore the lost or damaged data from the latest back-up of Your Data maintained by us in accordance with our Back-Up Policy. We will not be responsible for any loss, destruction, alteration or disclosure of Your Data caused by any third party (except those third parties sub-contracted by us to perform maintenance and back-up services of Your Data).
- 4.4 It is your responsibility to maintain your own record and copies of Your Data and of any Documents and TR Reports created via the Service as required by any applicable laws and your own internal data retention policies.
- 4.5 In providing the Service, we will comply with relevant data protection legislation. You acknowledge that in the processing of any personal data contained in Your Data, the intention is that you will be the data controller and we will be the data processor of such personal data and in any such case:
- 4.5.1 you will ensure that you are entitled to transfer the relevant personal data to us so that we may lawfully use, process and transfer the personal data in accordance with the Agreement;
 - 4.5.2 you will ensure that the relevant Clients and other third parties have been informed of, and have given their consent to, such use, processing and transfer as required by all applicable data protection legislation;
 - 4.5.3 we will process the personal data only in accordance with the Agreement; and
 - 4.5.4 both parties will take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

5. YOUR OBLIGATIONS

- 5.1 You undertake and agree that you will at all times during the Subscription Term and, where applicable, following termination, comply with the terms of the Agreement.
- 5.2 You undertake and agree that you will and where applicable you will procure that your Authorised Users will:
- 5.2.1 keep your Account Profile up to date at all times;
 - 5.2.2 keep your password and log on details secure;
 - 5.2.3 comply with all applicable laws and regulations with respect to your activities under the Agreement and in the use of the Service;
 - 5.2.4 use the Service, the Documents and the TR Reports in accordance with the Agreement;
 - 5.2.5 be solely responsible for procuring and maintaining hardware and telecommunication links to enable Authorised Users to access and use the Service;

- 5.2.6 not do anything that would incur any liability on our behalf or that could bring our name or reputation or that of the Software or the Service into disrepute;
 - 5.2.7 notify us immediately should you become aware of any error which renders document output of the Service defective; and
 - 5.2.8 use all reasonable endeavours to prevent any unauthorised, unlawful or improper access to or use of the Service, the Documents and / or the TR Reports and, in the event of any such access or use you will notify us promptly.
- 5.3 You must ensure that your Authorised Users accessing the Service to process Documents or to produce TR Reports are competent and suitably qualified in all respects. It is your responsibility to ensure the Documents and TR Reports generated are correct. We do not accept responsibility for the correctness or appropriateness of any such Documents and TR Reports or any actions taken by you in reliance on the same.
- 5.4 You are responsible for ensuring your Authorised Users comply with the terms of the Agreement.
- 5.5 You will not access, store, distribute or transmit any viruses, Trojan horses or worms, or any material during the course of your use of the Service that:
- 5.5.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 5.5.2 facilitates illegal activity;
 - 5.5.3 depicts sexually explicit images;
 - 5.5.4 promotes unlawful violence;
 - 5.5.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or
 - 5.5.6 causes damage or injury to any person or property.
- 5.6 Except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties, you will not:
- 5.6.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display transmit, or distribute all or any portion of the Service or the Software in any form or media or by any means;
 - 5.6.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Service or the Software; or
 - 5.6.3 access all or any part of the Service, the Software, the Documents or the TR Reports in order to build a competing product or service.

6. OUR RIGHTS AND OBLIGATIONS

- 6.1 We undertake that in providing the Service we will comply with the Agreement and, in so doing, will apply all reasonable skill and care.
- 6.2 We will use commercially reasonable efforts to rectify any material errors in the Software or the Service as soon as reasonably practicable after becoming aware of or being notified (by you or a third party) of the same. We reserve the right to suspend the Service whilst any such errors are rectified.

- 6.3 Notwithstanding the foregoing, we:
- 6.3.1 do not warrant that your use of the Service will be uninterrupted or error-free, nor that the Service, Documents, TR Reports and/or information obtained by you through the Service will meet your requirements;
 - 6.3.2 do not accept responsibility for any delays, delivery failures or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Service, Documents and TR Reports may be subject to limitations, delays and other problems inherent in the use of such communications facilities; and
 - 6.3.3 do not warrant the functionality or compatibility of the Service or the Software with any particular browser or operating environment including but not limited to Mobile devices or software.
- 6.4 Nothing in the Agreement will prevent us from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Agreement.
- 6.5 We reserve the right to:
- 6.5.1 suspend your access to the Service for any reason, at our sole discretion, at any time; and
 - 6.5.2 change these terms and conditions at any time. Any changes to these terms and conditions will be available via the Site.

7. FEES AND PAYMENT

- 7.1 You must pay the Fees to us in advance in accordance with this clause 7.
- 7.2 The Subscription Fees are payable annually in advance and may either be paid in 12 equal monthly instalments or in one lump sum. You must ensure that you hold a valid User Subscription for each Authorised User.
- 7.3 The Document Fees are payable in advance. You must ensure that you have paid sufficient Document Fees to enable you to prepare the required Documents. In the event that you exhaust your Document Fees you will need to pay additional Document Fees before you create any further Documents. The Document Fees will remain valid for the term of the User Subscription but no refund of unused Document Fees will be given.
- 7.4 The applicable Document Fee for a Document will be deemed to have been used when the Document is first selected and confirmed by the Authorised User. The Document will remain 'live' for editing for a set period of time (as detailed via the Service from time to time). At the end of this period the Document will be 'locked' and no further changes will be permitted.
- 7.5 Payment of all Fees:
- 7.5.1 will be by Debit or Credit Card or (at our discretion) Direct Debit;
 - 7.5.2 is, unless otherwise expressly stated in the Agreement, non-cancellable and non-refundable; and
 - 7.5.3 is exclusive of value added tax, which will be added to the Fees at the appropriate rate from time to time.

- 7.6 We will be entitled to increase the Subscription Fees and Document Fees at any time provided that we will not increase the Subscription Fees more than once in any year. Details of the new Subscription Fees and Document Fees will be available via the fees page on the Site.
- 7.7 We may, without liability to you and without prejudice to our other rights and remedies, revoke your account and/or disable Authorised Users' passwords and access to all or part of the Service and we will be under no obligation to provide any or all of the Service whilst payment of any Fees remains outstanding.
- 7.8 If we have not received payment of the Fees by the due date for payment, without prejudice to our other rights and remedies, we may charge interest on a daily basis at the rate of 2% per month commencing on the due date and continuing until fully paid, whether before or after judgment.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 You acknowledge and agree that we (or our licensors) own all Intellectual Property Rights in the Content. Except as expressly stated herein, the Agreement does not grant you or your Authorised Users any rights to the Intellectual Property Rights or any other rights or licences in respect of the Content.
- 8.2 In respect of the Documents and TR Reports, you may:
- 8.2.1 view, copy and print out Documents and TR Reports for your own internal business purposes; and
 - 8.2.2 copy (including by printing and making PDF copies, but not including any copying into another format) and use (but not revise or alter) the Documents and TR Reports for the purposes of any matter on which you are advising.
- 8.3 You may also make the Documents (but not the TR Reports) available to your Clients on a reasonable, non-systematic basis that is not commercially prejudicial to us.
- 8.4 You acknowledge that the TR Reports are for your own internal business purposes only and that whilst you can make information from the TR Reports available to your Clients for the purposes of any matter on which you are advising, you may not provide a copy of the TR Reports to your Clients or any third parties.

9. TERM AND TERMINATION

- 9.1 The Agreement will come into force upon the commencement of any agreed trial period or the first Subscription Term and subject to earlier termination in accordance with the Agreement will automatically renew for further Subscription Terms (each lasting for 12 months) unless terminated by either party giving the other not less than 3 months' notice in writing to end on the last day of the then current Subscription Term.
- 9.2 We may withdraw the Service from you and our other customers at any time at our sole discretion by giving you not less than 3 months' notice. In the event that we withdraw the Service in these circumstances, we will refund to you any Subscription Fees and Document Fees paid by you which relate to the period after such withdrawal.
- 9.3 Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:
- 9.3.1 the other party fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than 5 days after being notified in writing to make such payment;

- 9.3.2 the other party commits a material breach of any other term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 5 days after being notified in writing to do so;
 - 9.3.3 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts under any law;
 - 9.3.4 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 9.3.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 9.3.6 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
 - 9.3.7 the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
 - 9.3.8 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - 9.3.9 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days; or
 - 9.3.10 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 9.4 Save as set out in this clause 9, you are not permitted to terminate the Agreement part way through a Subscription Term and must pay the Subscription Fees for the whole Subscription Term.
- 9.5 Without prejudice to our other rights and remedies, if we terminate the Agreement in accordance with clause 9.3 prior to the end of a Subscription Term, we may invoice you for the Subscription Fees which would have been payable had the Agreement continued until the end of the Subscription Term. Such invoice will be payable immediately upon receipt.
- 9.6 On termination of the Agreement for any reason:
- 9.6.1 your right to use and access the Service, and all User Subscriptions you have purchased, will immediately terminate;
 - 9.6.2 subject to us having received full payment of all Fees due to us (together with any interest) and save where we terminate the Agreement as a result of your material breach, we will enable you to access the Service for a period of 5 working days following termination to enable you to download a copy of all of your Documents which are then held via the Service. Following such period, we will be entitled to destroy or otherwise dispose of your Documents and Your Data; and

9.6.3 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination will not be affected or prejudiced.

9.7 Where you register via the Site to access Trust Referencer in relation to the Arken Service, your access to Trust Referencer will terminate upon termination of the Agreement. Where you have registered for Trust Referencer separately (for example via www.trustreferencer.com) your use of Trust Referencer will be separate from the Agreement and termination of the Agreement will not affect continuation of access to Trust Referencer (or vice versa).

10. CONFIDENTIAL INFORMATION

10.1 Each party may be given access to business and financial information, technology, trade secrets and any other information of a confidential nature of the other party ("Confidential Information") in order to perform its obligations under the Agreement. A party's Confidential Information will not be deemed to include information that:

10.1.1 is or becomes publicly known other than through any act or omission of the receiving party;

10.1.2 was in the other party's lawful possession before the disclosure;

10.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

10.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence; or

10.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

10.2 Each party will hold the other party's Confidential Information in confidence and, unless required by law, not make the other party's Confidential Information available to any third party, or use the other party's Confidential Information for any purpose other than the performance of the Agreement. Nothing in this clause 10 will prevent us from using third party service providers (including hosting providers and contractors) in the provision of the Service.

10.3 Each party will take reasonable steps to ensure that the other party's Confidential Information to which it has access is not disclosed or distributed by its employees or agents (including, in your case and for the avoidance of doubt, Authorised Users), in violation of the Agreement. We will be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

10.4 You acknowledge that details of the Service and the results of any performance tests of the Service constitute our Confidential Information. You further acknowledge that we will be entitled to retain and use both during and after the term of the Agreement any information and data received or generated from the use of the Service on an anonymised, de-identified basis which does not identify you or your Clients for such purposes as we may require including for producing reports, forecasting, monitoring, analysis and operational purposes.

10.5 We acknowledge that Your Data is your Confidential Information.

10.6 This clause 10 will survive termination of the Agreement, however arising.

11. LIMITATION OF LIABILITY

- 11.1 Nothing in the Agreement excludes our liability:
- 11.1.1 for death or personal injury caused by our negligence; or
 - 11.1.2 for fraud or fraudulent misrepresentation; or
 - 11.1.3 in New Zealand under the New Zealand Fair Trading Act 1986 or the Consumer Guarantees Act 1993.
- 11.2 Notwithstanding clause 11.1.3, and to the extent permitted by law, where you are a business, you agree to contract out of sections 9, 12A, 13 and 14 of the Fair Trading Act 1986 and the Consumer Guarantees Act 1993 in relation to our supply of the Service.
- 11.3 You will have no claim against us arising from any actions brought against you by your Clients or associated third parties arising from the use of the Service or the use or content of any Documents or TR Reports.
- 11.4 You assume sole responsibility and entire risk as to the suitability of the Service, the Documents, the TR Reports and results obtained therefrom and for any decisions made or actions taken based on information or data contained in the Service or any Documents or TR Reports. You acknowledge that:
- 11.4.1 we cannot under any circumstances be regarded as supplying tax, legal accounting or any other advice, and in this regard any such advice which ought to be provided by you to your Client, you yourself will provide or procure;
 - 11.4.2 you are not relieved of any responsibility, including to any third party, for the preparation, content, accuracy and review of Documents and TR Reports created; and
 - 11.4.3 the Service, Documents and TR Reports are not intended nor can they be relied upon as a substitute for your exercise of proper professional judgment as may be required.
- 11.5 Whilst we will take such measures as are consistent with good industry practice to reasonably ensure that the System is fit for purpose and free from viruses, Trojan horses and worms we do not accept liability for:
- 11.5.1 the transmission of any virus, Trojan horse, worm or other routine or device;
 - 11.5.2 any inaccuracy of information provided as part of the Service, the Documents or the TR Reports;
 - 11.5.3 the content of any Documents or TR Reports created by the Service;
 - 11.5.4 failure in the sending or delivery of e-mails or other data; or
 - 11.5.5 lapses or defects in the security of the Software or the Service.
- 11.6 Subject to clause 11.1:
- 11.6.1 we will not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of opportunity, loss of business, depletion of goodwill and/or similar losses or loss or corruption of systems, data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Agreement; and

- 11.6.2 our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement will be limited to an amount equal to the Subscription Fees paid by you during the Subscription Term during which the claim arose.
- 11.7 Except as expressly and specifically provided in these terms and conditions all warranties, representations conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement including, without limitation, warranties of satisfactory quality or fitness for a particular purpose and the Service, the Documents and TR Reports are provided to you on an "as is" basis.
- 12. GENERAL**
- 12.1 These terms and conditions are the only terms and conditions applying to our provision of the Service and apply to the exclusion of any other express or implied conditions including any terms and conditions to which any order of yours may purport to be subject.
- 12.2 No variation to the Agreement will be binding unless agreed in writing between duly authorised representatives of the parties.
- 12.3 In these terms and conditions, the introduction and the schedules, any reference:
- 12.3.1 to any statute or statutory provision includes a reference to that statute or statutory provision as amended, extended or re-enacted and to any regulation, order, instrument or subordinate legislation under the relevant statute or statutory provision;
- 12.3.2 to the singular includes a reference to the plural and vice versa;
- 12.3.3 to any gender includes a reference to all other genders; and
- 12.3.4 headings used in these terms and conditions are for ease of reference only and will not affect its interpretation.
- 12.4 No delay or forbearance by us in enforcing any provisions of these terms and conditions will be construed as a waiver of such provision or any agreement thereafter not to enforce the said provision on that or any other occasion or another provision on another occasion.
- 12.5 We will have no liability to you under the Agreement if we are prevented from or delayed in performing our obligations under the Agreement, or from carrying on our business, by acts, events, omissions or accidents beyond our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.
- 12.6 The Service, the Documents and the TR Reports do not provide legal advice nor represent a legal advisory service.
- 12.7 If any provision of these terms and conditions is found void and unenforceable, it will not affect the validity of the remainder of the provisions which will remain valid and enforceable.
- 12.8 Where two or more legal entities constitute you, their liability will be joint and several.
- 12.9 The Agreement will be governed by the laws of New Zealand and the parties irrevocably agree that the courts of New Zealand will have exclusive jurisdiction to settle any dispute or claim

arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

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