

Patchmonkey Limited trading as GoServerFree – Terms and Conditions of Trade

The Terms of Trade set out below govern all of the supplies of Products and Services from Patchmonkey Limited (“GoServerFree”, “we”, “us”) to the customer (“you”). They will replace all earlier GoServerFree terms of trade and any conditions contained in any document used by you and purporting to have contractual effect. Your acceptance of any Products and Services from GoServerFree indicates your acceptance of these Terms of Trade.

1. General

- 1.1 In these conditions, “Software” includes all relevant documentation, manuals, printed and written matter; “Supplier” means GoServerFree suppliers; “Products” means computer hardware and their components, peripherals, accessories, software and other goods or services of any kind which are supplied by GoServerFree to you;
- 1.2 Where you purchase any Software as a Service (SaaS) the agreed Schedule of Services shall be as listed on the current months services invoice to the Customer, clearly identifying each Software package, the Quantity and current charged Rate.

2. Price and Orders

- 2.1 Prices may be altered without notice.
- 2.2 GoServerFree reserves the right to refuse to accept any order or any part of an order or to deliver Products by instalments in which case each instalment will comprise a separate contract and shall be paid for as if it were a separate order.

3. Risk and Delivery

- 3.1 You are responsible for insurance and risk in the Products from the time they are received by a carrier for delivery to you or collected by you or your agent.
- 3.2 You agree to pay all delivery costs.
- 3.3 All claims for shortage or damage during delivery must be made to the carrier within 7 days of the date of delivery. Where goods appear to be damaged or missing you must contact the carrier and us immediately.
- 3.4 We will make every effort to ensure delivery of Products, or performance of services, is on time, but will not be liable to you for any loss or damage arising in any way from any delay in delivery or performance. Delay in delivery or performance does not entitle you to cancel any order.
- 3.5 Where you ask us to deliver Products directly to another person's address, any liability for the Products passes to you once the Products are left at that address and that person takes possession of the Products for you as your agent, but you are still directly responsible to us under these terms of trade.

4. ID Check, Credit References and Provision of Related Services

- 4.1 You authorise us to check your identity (by obtaining a Driver Check from NZTA), and your credit status with any credit reference agency as we see fit from time to time and to pass on credit information about you to any credit reference agency at any time. If you are not satisfied with the information about you which we receive from any credit reference agency, you must deal directly with the credit reference agency.
- 4.2 If you do not give us the names of any credit referees when we ask for them, or we are dissatisfied with the information regarding your credit status, we can decline your application or terminate your services with GoServerFree Ltd.
- 4.3 We may ask for a security deposit and/or impose other conditions upon approving your application. These may include, but are not limited to, a mandatory payment method or credit limit.
- 4.4 When you ask for any additional Services (e.g. hardware, additional subscriptions), we can ask for further credit referee(s) and/or a security deposit for that service and may also impose a credit limit.
- 4.5 We may decline your application (and/or any request for additional services or products) or provide a restricted Service at our discretion and we do not have to disclose our credit criteria or the reasons for our decision.

5. Payment

- 5.1 Unless we have agreed in writing to extend credit to you, you must pay in cash or by credit card before supply. We have sole discretion to determine the amount of credit we will extend to you at any time.
- 5.2 Where we have agreed in writing to extend credit to you, you must pay in full within 7 days of supply, or (only if we have agreed in writing) by the 20th of the month following the dispatch of an invoice. Your payment is made only when funds have fully cleared through the banking system into our bank account.
- 5.3 Where accounts have not been paid in full in accordance with any credit terms we have extended to you we reserve the right to cancel any discounts, including any agreement for discounted labour rates, and to instead charge you at our normal labour rate for all past and future Products supplied to you.
- 5.4 Accounts with no transactional history after a period of 6 months will revert to our normal labour rate.
- 5.5 You agree to pay for the Products in full without deduction or set-off and to pay goods and services tax and any other government duties, levies or taxes in respect of the Products.
- 5.6 Between the due date and the date payment is received in full we are entitled to charge you either: interest on the unpaid overdue balance at the rate of 4% per annum above the current unapproved overdraft rate charged by ASB Bank, or a monthly \$20 administration fee, whichever is greater. Such overdue charges will compound monthly on the unpaid balance owing on the first day of each month. We may also charge you debt collection costs (including legal costs on a solicitor-client basis) and suspend delivery of further Products until all amounts owing to us are paid in full.
- 5.7 Notwithstanding any other clauses in these terms of trade, all payments shall immediately become due to us if you refuse to accept delivery of any Products, if we reasonably believe that the information which you have given us in your application for credit is incorrect or no longer correct, if without our consent you sell or otherwise dispose of any Products which have not been paid for, if you become insolvent, commit any act of bankruptcy, if a receiver, liquidator or statutory manager is appointed over any of your assets, if you make or attempt to make an arrangement with creditors, or if you fail to comply with any of the provisions of clause 6.

6. Property

- 6.1 With the exception of Software which is subject to licence, ownership in Products whether in their original form or incorporated in or attached to another Product will not pass to you but will remain with us until we receive payment in full of the purchase price of the Products and all other amounts that you owe to us for any reason.

- 6.2. Until property passes to you, you shall hold any Products in trust as fiduciary bailee for us and/or the Software licensor, and store them in a manner to enable them to be identified and cross referenced to particular invoices.
- 6.3. Where GoServerFree reasonably believes you are or will be in breach of any part of these terms of trade, GoServerFree or its agent may without notice enter any premises under your control to remove any Products which are the property of GoServerFree, whether or not those Products are installed in or attached to any other goods, using such force as is necessary, and without prejudice to any other of GoServerFree rights. You indemnify GoServerFree against all costs and claims in respect of its exercise of rights under this clause 5.

7. Security Interests

- 7.1. You agree that you will on request provide us all information and do all acts necessary, including signing a general security agreement, for us to register a financing statement or purchase money security interest over the Products or their proceeds pursuant to the Personal Property Securities Act 1999, and that you will advise us immediately in writing of any changes to that information. You waive all rights to receive a copy of any verification statement or financing statement.
- 7.2. You agree that you will supply us, within 2 business days of our written request, with copies of all security interests registered over your personal property, and you authorise us as your agent to request information from any secured party relating to any security interest which is held in any personal property which is or has been in your possession or control.
- 7.3. You agree that we may require you to pay all reasonable costs, including legal costs on a solicitor-client basis, associated with the discharge or amendment of any financing statement registered by us, whether or not the change was initiated by you.
- 7.4. If we repossess goods under this agreement, we may retain those goods or dispose of them without notice or statement of account to you or any other person, and, after deducting reasonable costs of sale, we may credit any surplus by way of set-off against any sums owing to us. We will not be obliged to re-supply any repossessed inventory.
- 7.5. You authorise third parties to provide all personal information about you or associated entities.

8. Returns

- 8.1. You acknowledge and agree that returned Products shall only be accepted by us in accordance with our returns policy as notified to you from time to time. If no returns policy has been notified to you we will only allow credits for returns at our complete discretion.

9. Warranties

- 9.1. Goods are subject to the manufacturers' warranties only. We will pass on the benefit of those warranties to you, without being directly liable to you under any warranty.
- 9.2. Where goods are subject to a return to base warranty, you are responsible for returning them to us or the manufacturer (as provided by the warranty) and you may be responsible for additional costs including (but not limited to) freight.
- 9.3. If you require us to replace the goods under manufacturers' warranties, we will charge you at our standard service rate per hour plus relevant travel time incurred.
- 9.4. Any warranty may be voided by damage to or misuse of the system, problems caused by the use or misuse of software, negligent installation or operation, inadequate packaging, cleaning or maintenance, unauthorised repairs, modifications or the addition of incompatible hardware.

10. Obligations to Suppliers

- 10.1. We may impose certain conditions on you from time to time where our suppliers require us to do so.
- 10.2. You agree that any obligations to third parties we incur as part of providing Products to you will be passed on to you. You authorise us to accept terms and conditions from third parties on your behalf.

11. Limitation of Liability

- 11.1. You acknowledge that because you are acquiring the Products for business purposes, the provisions of the Consumer Guarantees Act ("CGA") shall not apply to any supply of Products to you, and the conditions, warranties and guarantees set out in the Sale of Goods Act 1908 or implied by common law will not apply and are excluded from these terms of trade.
- 11.2. GoServerFree maximum liability to you in any case shall be limited to the value of any faulty Products supplied.
- 11.3. GoServerFree and its employees, contractors and agents, any manufacturers of the Products and any licensors of Software or Suppliers, will not be liable to you for loss or damage of any kind however that loss or damage is caused or arises. This exclusion of liability includes, but is not limited to, costs (including costs of returning Products to GoServerFree or to any manufacturer or licensor), consequential loss, loss of profits and damage caused by or arising from delays in manufacturing or delivery, faulty or delayed installation, unreasonable use, negligence (including a failure to do something which should have been done or to prevent something from happening), faulty specifications and design, and faulty materials, components, manufacture, compilation, or assembly of the Products.
- 11.4. We will not be liable to you for any losses caused by events beyond our reasonable control. We will not be required to settle a strike or lockout or other industrial disturbance against our wishes in order to benefit from this clause.

12. Your Further Obligations

Where you purchase any Products from us for re-supply as, or incorporation into, goods or services ordinarily acquired for personal household or domestic use or consumption ("Consumer Products") you warrant that:

- a) if you supply the Consumer Products directly to an end user/consumer you will do so using terms and conditions of supply which exclude liability for any claims against us under the CGA; and
 - b) if your customer acquires the Products for re-supply, you will ensure that your customer and each person in the distribution chain will exclude liability in its contract for supply for any claims under the CGA, but in each case only where the end user/consumer acquires the Consumer Products for business purposes, and you agree to indemnify us and our Suppliers against any failure by you, your customers or any person in the distribution chain to properly contract out of liability to business end users/consumers under the CGA.
- 12.1 You indemnify us against all costs (including legal costs on a solicitor and own client basis) expenses, losses, damages or claims arising in any way as a result of your failure to comply with any part of these terms of trade.

13. Intellectual Property and Confidentiality

- 13.1. All intellectual property shall remain the property of GoServerFree or any Supplier entitled to it, and neither GoServerFree nor its Suppliers transfer any right, title or interest in the intellectual property to you.
- 13.2. You must not use any words or marks similar to trade marks which are the property of GoServerFree or its Suppliers, , except to the extent authorised by GoServerFree in writing.
- 13.3. You agree to dispatch the Products only under the trade marks under which they are supplied by GoServerFree, and under no circumstances shall you apply any of the trade marks to any product which is not a genuine branded product supplied to you by GoServerFree

- 13.4. You must not cause or permit anything which may interfere with, damage or endanger the trade marks or other intellectual property rights of GoServerFree or its Suppliers, or assist or allow others to do so.
- 13.5. You must advise GoServerFree immediately when you become aware of any unauthorised use or attempted use by any person of the trade marks or other intellectual property rights of GoServerFree or its Suppliers.
- 13.6. If your account with GoServerFree is terminated, you must immediately discontinue use of any of the trade marks which are the property of GoServerFree
- 13.7. You agree to ensure that all Confidential Information given by GoServerFree to you is made available to your employees only on the basis that those employees at all times maintain strict confidentiality.
- 13.8. This clause 12 shall survive the termination of the Agreement.

14. Subscription Services

14.1. Application of the standard terms relating to subscribed services

- 14.1.1. A person or company that accepts an order from GoServerFree for the provision of internet services ("Subscribed Services") enters into a binding legal agreement with GoServerFree ("User Agreement") which consists of:
 - 14.1.1.1. the order;
 - 14.1.1.2. these Standard terms of Service; and
 - 14.1.1.3. the Service Level Agreement which can be viewed upon request.
- 14.1.2. By, accepting the order, the Customer agrees to be bound by the User Agreement

14.2 Interpretation of Subscription Services

- 14.2.1. In the User Agreement, unless the context requires otherwise:
 - 14.2.1.1. The singular includes the plural and vice versa.
 - 14.2.1.2. A reference to any gender includes all other genders.
 - 14.2.1.3. A reference to a statute means that statute as in force from time to time, and to any statute passed in substitution for that statute.
 - 14.2.1.4. The word "includes" means "includes but is not limited to".
 - 14.2.1.5. Where one part of speech of a word is defined, other parts of speech of that word have corresponding meanings.
 - 14.2.1.6. A reference to NZ\$, \$NZ, dollar or \$ is to New Zealand currency.
 - 14.2.1.7. If a day on or by which an obligation must be performed or an event must occur is not a business day in the place where it is to be performed, the obligation must be performed or the event must occur on or by the next business day.
 - 14.2.1.8. Headings are for ease of use and reference only, and do not affect interpretation.

14.3 Provision of Subscribed Services

- 14.3.1. GoServerFree Services are provided only to Customers 18 years and above.
- 14.3.2. GoServerFree will commence supplying Subscribed Services to the Customer within seven days of the date of first payment for Subscribed Services unless otherwise agreed with the Customer.
- 14.3.3. GoServerFree will continue to provide Subscribed Services unless suspended in accordance with paragraph 14.8 or until the User Agreement is terminated in accordance with paragraph 14.10.
- 14.3.4. GoServerFree will provide the Customer with all identification and log-in information necessary for the Customer to access and use Subscribed Services.

14.4 Charges

- 14.4.1. Charges for Subscribed Services ("Subscription Charges") will be calculated according to the billing option and pricing structure for Subscribed Services selected by the Customer.
- 14.4.2. Subscription Charges for Subscribed Services not prepaid by the Customer will be invoiced monthly.
- 14.4.3. Subscription Charges are exclusive of taxes, duties and government charges, other than income tax ("Taxes") imposed or levied in New Zealand or overseas in relation to the supply of Subscribed Services. GST and other Taxes imposed on GoServerFree shall be added to the Subscription Charges and shall be paid in accordance with paragraph 14.5.
- 14.4.4. The Customer is liable for all Subscription Charges for Subscribed Services accessed through the Customer's identification or log-in information whether authorised by the Customer or not, other than unauthorised access resulting from the negligence or wrongful conduct of GoServerFree or its employees or agents.
- 14.4.5. Subscription Charges may be modified in accordance with paragraph 14.12.

14.5 Payment of subscribed services

- 14.5.1. GoServerFree provides a pre-paid service. Therefore the Customer must pay any Subscription Charges by the due date specified to the Customer ("Customer Account") to receive GoServerFree Subscribed Services.
- 14.5.2. GoServerFree is not required to refund any prepaid Subscription Charges and will only do so at GoServerFree discretion pursuant to paragraphs 14.8.1.4 and 14.10.
- 14.5.3. GoServerFree may refer Customer Accounts (which it has notified to the Customer are more than 30 days in arrears) to a debt collection agency, without further notice to the Customer.
- 14.5.4. The Customer must pay GoServerFree on demand any expenses incurred by GoServerFree as a result of the Customer's failure to pay the Subscription Charges by the due date, including debt collection fees and GoServerFree legal costs on an indemnity basis, regardless of whether GoServerFree has commenced legal proceedings to recover the amount due.
- 14.5.5. If the Customer disputes the Subscription Charges payable on the Customer's Account ("Dispute"), and has notified GoServerFree of the Dispute and the reasons for it, the Customer may withhold the disputed amount of Subscription Charges until the Dispute is resolved, but must not withhold any other part of the Subscription Charges.
- 14.5.6. The Customer must pay GoServerFree the disputed amount of the Subscription Charges within 60 days of the due date for payment unless the Dispute has been resolved or referred by a party to a court, tribunal or other body with authority to resolve it.

14.6. Use of Subscribed Services

- 14.6.1. The Customer is responsible at its own expense for the provision of all equipment, including computer hardware and telecommunication connections, needed to use and access Subscribed Services.
- 14.6.2. The Customer must comply with:
 - 14.6.2.1. all laws and all reasonable directions from GoServerFree in relation to the use of Subscribed Services; and
 - 14.6.2.2. any other reasonable policies GoServerFree may notify to the Customer from time to time in connection with the provision or use of, or access to Subscribed Services.

- 14.6.3. If Subscribed Services include hosting services which incorporate material created by third parties, the Customer must obtain, at its own expense, all necessary authorisations for GoServerFree to use or reproduce the material to the extent necessary to provide Subscribed Services.
- 14.6.4. The Customer must ensure any person who accesses Subscribed Services does not, use or attempt to use, Subscribed Services:
- 14.6.4.1. to infringe the intellectual property rights of any person, including use, sale or transmission of software or other material which infringes copyright;
 - 14.6.4.2. to publish, distribute or issue any information or material which is obscene, defamatory, threatening or abusive, or which vilifies any group of persons;
 - 14.6.4.3. for any purpose or activity which is illegal, or to promote any such activity;
 - 14.6.4.4. to sell or offer to sell pornography or sex-related merchandise;
 - 14.6.4.5. to provide links to another website which contains any content referred to in paragraph 14.6.4.2 or is used for the purposes set out in paragraphs 14.6.4.3 and 14.6.4.4;
 - 14.6.4.6. to interfere with or disrupt GoServerFree or its business, other Internet users or other service providers, or their computers, software or hardware, including by the propagation of computer worms and viruses; or
 - 14.6.4.7. to access without authorisation any other computer accessible via Subscribed Services.
 - 14.6.4.8. For any software that enables online anonymity, misleading IP identification, provides a hidden service or prevents GoServerFree from complying with legal obligations.
- 14.6.5. The Customer shall take all reasonable steps to ensure that the Customer's hardware, software or network configuration (including IP addresses) are not used to cause any security breach or attack on GoServerFree or other Customers' hardware, software or network configurations.
- 14.6.6. The Customer may use CGI-Scripts with Subscribed Services, unless GoServerFree considers a CGI Script not provided by GoServerFree adversely affects GoServerFree Server performance or the integrity of the GoServerFree computer network. The Customer may not share CGI-Scripts with domains not hosted by GoServerFree.
- 14.6.7. The Customer must not run Background Daemons, other than on Virtual Private Server (VPS) accounts.
- 14.6.8. The Customer must use passwords of a least eight characters, which include at least one of each of a number, an uppercase letter and a lowercase letter, for the purpose of Subscribed Services.
- 14.6.9. The Customer must ensure that the information it provides to GoServerFree is complete, accurate and up to date throughout the period that GoServerFree provides Services to the Customer.
- 14.6.10. The Customer must not run Game Servers or Game Server related applications on any GoServerFree service.
- 14.7. Back-Ups of Subscribed Services
- 14.7.1. GoServerFree will only perform backups of Customer Content if Subscribed Services are purchased in Optimus System Standard Services, Lean Mean Business or Digital Armour Plans, or there is an agreement between GoServerFree and the Customer in writing for GoServerFree to perform backups of Customer Content.
 - 14.7.2. If GoServerFree is not required to perform backups of Customer content under paragraph 14.7.1, the Customer agrees to perform any backups necessary to protect the Customer from incurring financial loss as a result of data loss.
- 14.8. Suspension of subscribed services and removal of customer content
- 14.8.1. GoServerFree may from time to time without notice to the Customer suspend Subscribed Services or disconnect or deny the Customer access to Subscribed Services if:
 - 14.8.1.1. the Customer breaches the User Agreement;
 - 14.8.1.2. the Customer provides GoServerFree with false, incomplete or out of date information; or
 - 14.8.1.3. the Customer's Account is more than 14 days in arrears.
 - 14.8.1.4. it is necessary to do so due to any technical failure of, or for the upgrading or preventative or remedial maintenance of GoServerFree computer systems and software;
 - 14.8.1.5. in GoServerFree reasonable opinion, it is required by law to do so; or
 - 14.8.1.6. in GoServerFree reasonable opinion, the Customer's use of Subscribed Services adversely affects GoServerFree Server performance or the integrity of the GoServerFree computer network.
 - 14.8.1.7. in GoServerFree reasonable opinion, the relationship with the Customer is not economically viable.
 - 14.8.2. Subscribed Services suspended under paragraph 14.8.1.1 will not be reinstated until the breach is remedied if capable of being remedied, or the account and interest is paid in full, and a fee of \$75 for the administrative costs of reinstatement is paid.
 - 14.8.3. The 14 day grace period outlined in 14.8.1.3, is a privilege provided to our customers. This cannot and will not be extended under any circumstances. GoServerFree reserves the right to increase the reinstatement fee in the event that there are multiple instances of non-payment by the same Customer.
 - 14.8.4. GoServerFree shall compensate the Customer for suspension of Subscribed Services pursuant to paragraph 14.8.1.4 only, in accordance with the Service Level Agreement.
 - 14.8.5. GoServerFree may remove Customer Content in accordance with its Removal of Customer Content Policy available upon request.
- 14.9. Warranties and Limitation of liability relating to subscribed services
- 14.9.1. GoServerFree does not give any express warranties in relation to Subscribed Services, including warranties that:
 - 14.9.1.1. Customers will have continuous access to, or usage of Subscribed Services; or
 - 14.9.1.2. data stored on GoServerFree Servers will not be lost or corrupted;
 - 14.9.1.3. it will be possible to restore Customer Content from GoServerFree back up media; or
 - 14.9.1.4. it will be able to prevent unauthorised persons obtaining access to Customer Content
 - 14.9.2. Any condition or warranty which would otherwise be implied into this User Agreement is excluded, unless it would be unlawful to do so.
 - 14.9.3. GoServerFree liability to the Customer in relation to Subscribed Services on any legal basis is limited, to the extent it is lawful to do so, to one or more of the following:
 - 14.9.3.1. the supplying of Subscribed Services again; or
 - 14.9.3.2. the payment of the reasonable costs of having Subscribed Services supplied again.
 - 14.9.4. The Customer acknowledges that GoServerFree does not and cannot control, supervise or edit any information or material accessed through Subscribed Services and that GoServerFree is not responsible for any content or information accessed via Subscribed Services.
- 14.10. Termination of Subscribed Services
- 14.10.1. Either party may terminate the User Agreement by giving notice to the other if the other commits a material breach of any provision of the User Agreement which:
 - 14.10.1.1. can be rectified, and fails to rectify the breach within thirty days of notice being given by the party alleging the breach, describing the breach and the action which must be taken to rectify it; or
 - 14.10.1.2. cannot be rectified.

- 14.10.2 GoServerFree may terminate a User Agreement by giving notice to the Customer if the Customer knowingly provides false or misleading information to GoServerFree, abuses or threatens staff or the relationship is not economically viable.
- 14.10.3 GoServerFree at its own discretion may choose not to renew a customer's subscription. In such instances, thirty one day's notice will be given.
- 14.10.4 The Customer may terminate a User Agreement by giving GoServerFree notice at least twenty business days before the end of any period for which the Customer has paid for provision of Subscribed Services ("Paid-up Period") with effect from the end of that Paid-up Period.
- 14.10.5 If the User Agreement is terminated by GoServerFree under paragraph 14.10.1 or 14.10.2, all outstanding Subscription Charges will become payable upon the giving of notice of termination.
- 14.10.6 GoServerFree is not required to refund any prepaid Subscription Charges, unless the User Agreement is terminated by the Customer under paragraph 14.10.1.
- 14.11. Sub-Contracts of Subscribed Services
 - 14.11.1. GoServerFree may sub-contract the performance of its obligations under the User Agreement without obtaining the Customer's consent.
- 14.12. Variation of the user agreement relating to Subscribed Services
 - 14.12.1. GoServerFree may modify the User Agreement (including by varying Subscribed Services or the Prices) by email sent to the last email address provided to GoServerFree by the Customer, or by changing a renewal order. Modifications shall not take effect until the later of the day following the last day of the Customer's current Pre-paid Period, or thirty days after the Notice of Modification is given. Any use of Subscribed Services after the date on which modification takes effect will constitute acceptance of the modification.
 - 14.12.2. The User Agreement may only be modified by a written agreement between GoServerFree and the Customer, or in accordance with paragraph 14.12.1. The User Agreement and any such written agreement constitute the entire agreement between GoServerFree and the Customer.
- 14.13. Notice
 - 14.13.1. Any notice issued by GoServerFree or the Customer pursuant to the User Agreement shall be in writing. Notices may be delivered by hand, by receipted mail, or by email to the last email address provided to GoServerFree by the Customer, or GoServerFree address as identified on the <https://goserverfree.co.nz> website.
 - 14.13.2. Notice will be treated as given:
 - 14.13.2.1. in the case of hand delivery, on the date of delivery;
 - 14.13.2.2. in the case of postal delivery, on the date of delivery recorded by the postal authority;
 - 14.13.2.3. in the case of email, on receipt by the sender of notification that the email has been received by the recipient's email server, but if the delivery or receipt is not on a business day or is after 5.00pm on a business day in the place where it is received, the notice is taken to be received at 9.00am on the next business day.
 - 14.13.3. It is the Customer's responsibility to notify GoServerFree of any changes to its contact details.

15. Privacy

- 15.1 We collect, use and disclose Personal Information about your Users and other representatives in accordance with:
 - 15.1.1. the Privacy Act 1993;
 - 15.1.2. our Privacy Policy; and
 - 15.1.3. this Agreement.
- 15.2 For the purposes of this Agreement, references to 'you' (or similar words) in our Privacy Policy will be construed as references to your Users and other representatives.
- 15.3 You confirm that your Users and other representatives consent to and authorise our collection and use of their Personal Information in accordance with clause 15.1 and that you have advised such persons of their rights to access and request correction of their Personal Information in accordance with our Privacy Policy.

16. General

- 16.1 GoServerFree reserves the right to change these terms of trade from time to time without written notice to you.
- 16.2 If GoServerFree fails to enforce any terms or to exercise its rights under these terms of trade at any time, GoServerFree has not waived those rights.
- 16.3 No variation or representation outside of these terms of trade is valid or binding unless agreed to in writing.
- 16.4 If any provision of these terms of trade is held to be invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect and the parties shall adjust their respective rights and obligations in accordance with the spirit and intent of the parties as shown by these terms of trade.
- 16.5 This agreement is governed by the laws of New Zealand and any dispute under it shall be subject to the exclusive jurisdiction of the Courts of New Zealand.