



// Making your business perform better.

Teamyon Ltd
&
Teamyon Services Ltd

1. Definitions

- 1.1 "Seller" means Teamyon Limited or Teamyon Limited trading (either independently or) as Revolution*, its successors and assigns or any person acting on behalf of and with the authority of Teamyon Limited or Teamyon Services Limited trading (either independently or) as Revolution*.
- 1.2 "Customer" means the person or any other person acting on behalf of or authorised by the Customer, that requests the Seller to provide the Goods, Services and/or Equipment as specified in any invoice, quotation, Lease Agreement, or any other work authorisation forms, document or order, and if there is more than one person requesting the Goods, Services and/or Equipment is a reference to each person jointly and severally.
- 1.3 "Goods, Services and/or Equipment" means all Services (which includes any advice or recommendations, cloud computing and hosting services, product support, email and anti-spam filtering, remote support, etc.) and Goods (including hardware, software, applications, manuals, and other associated documentation and/or goods) and Equipment (including any accessories, including but not limited to hardware, telephones, firewalls) leased and/or rented by the Seller to the Customer and where the context so permits shall include any incidental supply of services) provided by the Seller to the Customer at the Customer's request from time to time.
- 1.4 "Web Site" means a location which is accessible on the Internet through the World Wide Web and which provides multimedia content via a graphical User Interface.
- 1.5 "Network" means a computer or data network which is a telecommunications path that allows computers and other devices or peripherals to exchange data that the Seller uses to provide the Goods, Services and/or Equipment to the Customer and to other customers. Networked devices pass data to each other between data connection nodes in the form of packets. The links between the nodes are established using either cable media, wireless media in a "local area network" (LAN) on the Customer's premises, or over a combined external connection such as an internet connection also known as a "Wide Area Network" (WAN) that links the Customer's sites together or connect the Customer to the Internet.
- 1.6 "Network Operator" means any entity with whom the Seller has entered into an interconnection agreement or arrangement (directly or indirectly) providing for the passing of the Customer's generated or Customer's destined communications between the Seller and that entity.
- 1.7 "Term" means the non-cancellable period as stated in this agreement and agreed between the two parties (from the date of this agreement) in which the Goods, Services and/or Equipment will be provided to the Customer by the Seller, unless otherwise terminated or suspended in accordance herewith. On expiry of the Term the Goods, Services and/or Equipment will, unless terminated on or before the date of such expiry, automatically renew until terminated pursuant hereto.
- 1.8 "Charges" shall mean the cost of the Goods, Services and/or Equipment as agreed between the Seller and the Customer subject to clause 4 of this contract.

2. Acceptance

- 2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for, or accepts Goods, Services and/or Equipment provided by the Seller.
- 2.2 These terms and conditions may only be amended with the Seller's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and the Seller.
- 2.3 None of the Seller's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of the Seller in writing nor is the Seller bound by any such unauthorised statements.
- 2.4 Any advice, recommendations, information, assistance or service provided by the Seller in relation to Goods, Services and/or Equipment provided is given in good faith, is based on information provided to the Seller, and the Seller's own knowledge, and experience. Whilst it shall be the responsibility of the Customer to confirm the accuracy and reliability of the same in light of the use to which the Customer makes or intends to make of the Goods, Services and/or Equipment, human error is possible under these circumstances, and the Seller shall make all effort to offer the best solution to the Customer.
- 2.5 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 22 of the Electronic Transactions Act 2002, or any other applicable provisions of that Act or any Regulations referred to in that Act.

3. Change in Control

- 3.1 The Customer shall give the Seller not less than thirty (30) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s, or business practice). The Customer shall be liable for any loss incurred by the Seller as a result of the Customer's failure to comply with this clause.

4. Charges and Payment

- 4.1 At the Seller's sole discretion the Charges shall be either:
- (a) as indicated on any invoice provided by the Seller to the Customer; or
 - (b) the Seller's quoted Charges (subject to clause 4.2 and 5) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
- 4.2 The Seller reserves the right to vary the Charges:
- (a) if a variation to the plan of scheduled Goods, Services and/or Equipment, or Customer specifications is requested (including, but not limited to, additional work required due to hidden or unidentifiable difficulties not evident prior to commencement of the Goods, Services and/or Equipment, any request to investigate and/or repair any faults or defects outside the Seller's normal business hours);
 - (b) as a result of increases beyond the Seller's reasonable control in the cost of materials or labour (e.g. third-party network operator or the Seller's costs (e.g. google), etc.
- 4.3 At the Seller's sole discretion, a non-refundable deposit may be required.
- 4.4 Time for payment for the Goods, Services and/or Equipment being of the essence, the Charges will be payable by the Customer on the date/s determined by the Seller, which may be:
- (a) on provision of the Goods, Services and/or Equipment;
 - (b) by way of instalments/progress payments in accordance with the Seller's payment schedule;

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- (c) payment for approved Customers shall be due twenty (20) days following the end of the month in which a statement is posted to the Customer's address or address for notices;
 - (d) the date specified on any invoice or other form as being the date for payment; or
 - (e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by the Seller.
- 4.5 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, or by any other method as agreed to between the Customer and the Seller.
- 4.6 If any part of an invoice is in dispute then the Customer shall notify the Seller in writing within three (3) business days once in receipt of the invoice, then the Customer may only withhold payment for that part of the invoice that is in dispute and shall pay the balance of the invoice when due.
- 4.7 Unless otherwise stated the Charges do not include GST. In addition to the Charges the Customer must pay to the Seller an amount equal to any GST the Seller must pay for any provision of Goods, Services and/or Equipment by the Seller under this or any other agreement. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Charges. In addition the Customer must pay any other taxes and duties that may be applicable in addition to the Charges except where they are expressly included in the Charges.
- 4.8 Receipt by the Seller of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Seller's ownership or rights in respect of the Goods, Services and/or Equipment, and this agreement, shall continue.
- 5. Additional Goods, Services and/or Equipment**
- 5.1 All work carried out whether experimentally or otherwise at the Customer's request will be charged to the Customer.
- 5.2 Where the performance of any contract with the Customer requires the Seller to obtain products and/or services from a third party, the contract between the Seller and the Customer shall incorporate, and shall be subject to, the conditions of supply of such products and/or services to the Seller, and the Customer shall be liable for the cost in full including the Seller's margin of such products and/or Goods, Services and/or Equipment.
- 5.3 Furthermore, the Customer agrees to indemnify the Seller from any damage caused by any other third party contractors on site during and after the provision of the Goods, Services and/or Equipment.
- 6. Provision of Goods, Services and/or Equipment**
- 6.1 The Seller will endeavour to ensure that the Goods, Services and/or Equipment are of a high quality. In order to maintain the quality and safety of the Goods, Services and/or Equipment, and any other services which the Seller provides, they may from time to time:
- (a) suspend, close down or restrict the whole or any part of the Goods, Services and/or Equipment in order to carry out emergency or other repairs, maintenance and/or improvements or to prevent overload of the network or to preserve the safety, security or integrity of the Goods, Services and/or Equipment and any internet traffic conveyed (although the Seller will give the Customer as much notice as is reasonably practicable before doing so and will endeavour to carry out such work during the relevant scheduled maintenance periods as published thereby);
 - (b) give the Customer instructions on how to use the Goods, Services and/or Equipment; and
 - (c) the Customer agrees to comply with any instructions the Seller may give in accordance with this clause.
- 6.2 The Seller will notify the Customer as soon as possible if either the Seller or their agents, employees, representatives or anyone else involved in providing the Goods, Services and/or Equipment, require access to the Customer's premises, to install the Goods, Services and/or Equipment or to carry out repairs, maintenance or upgrades. Where such notice is received by the Customer, the Customer agrees to grant the Seller and/or such other persons referred to, access to the Customer's premises. The Seller will meet the Customer's reasonable requirements, and the Customer agrees to meet the Seller's, concerning the safety of people on the Customer's premises.
- 6.3 The Seller may make software available to the Customer to enable the use of the Goods, Services and/or Equipment. This software must not be copied or modified by the Customer or anyone else unless allowed by law. The Customer undertakes and agrees that they will access the Goods, Services and/or Equipment only via use of this software, or in an alternative way permitted by the Seller, and they will not attempt to circumvent any security measures inherent in the Goods, Services and/or Equipment. Where such software is owned by or licensed to the Seller, the Seller will, where possible, grant the Customer a revocable, non-transferable, non-assignable, non-exclusive license to use it for the duration of this Agreement (or, if shorter the duration of any licence of the software to the Seller). Where the use of such software by the Customer requires them to enter a separate licence, the Customer agrees to do so.
- 6.4 The Goods, Services and/or Equipment are supplied on the basis of specifications, information and instructions provided by the Customer to the Seller (whether written or verbal). The Customer acknowledges that it is their responsibility to ensure that such are detailed sufficiently to satisfy the Seller's requirements of interpretation and understanding, as once accepted by the Customer, the Seller's quotation shall be deemed to interpret correctly those specifications, information and instructions. Therefore, the Seller shall not accept any liability for the provision of Goods, Services and/or Equipment contrary to the Customer's intention, or errors or omissions in the Goods, Services and/or Equipment, due to insufficient or inadequate provision of detailed specifications, information and instructions by the Customer or oversight or misinterpretation thereof, and the Seller may charge the Customer additional costs incurred thereby in remedying the Goods, Services and/or Equipment, and if reasonably practical, will notify the Customer of such costs before they are incurred and the Customer agrees to them.
- 6.5 The Seller aims to provide the Goods, Services and/or Equipment for the Term. However, the Seller may have to modify, suspend, vary or discontinue the whole or any part of the Goods, Services and/or Equipment (including, without limitation, any codes or access details or technical specifications associated with the Goods, Services and/or Equipment) and will endeavour to give the Customer as much notice as is reasonably practicable if the Seller needs to do so. If the Seller has made a change to the Customer's significant disadvantage and they decide to terminate this agreement early, the Customer will not have to pay Charges in relation to the Goods, Services and/or Equipment, for the remainder of the Term.
- 6.6 Any time specified by the Seller for provision of the Goods, Services and/or Equipment is an estimate only and the Seller will not be liable for any loss or damage incurred by the Customer as a result of any delay. However both parties agree that they shall make every endeavour to enable the Goods, Services and/or Equipment to be provided at the time and place as was arranged between both parties. In the event that

the Seller is unable to provide the Goods, Services and/or Equipment as agreed solely due to any action or inaction of the Customer then the Seller shall be entitled to charge a reasonable fee for re-providing the Goods, Services and/or Equipment at a later time and date.

7. Lease Period

- 7.1 Lease Charges shall commence from the time the Equipment is collected by the Customer from the Seller's premises and will continue until the return of the Equipment to the Seller's premises, and/or until the expiry of the Minimum Lease Period, whichever last occurs.
- 7.2 If the Seller agrees with the Customer to deliver and/or collect the Equipment, lease charges shall commence from the time the Equipment leaves the Seller's premises and continue until the Customer notifies the Seller that the Equipment is available for collection, and/or until the expiry of the Minimum Lease Period, whichever last occurs.
- 7.3 In the event that the Equipment is not able to be installed as agreed at the Customer's premises immediately upon receipt of the Equipment by the Customer that is due to circumstances beyond the control of the Seller, the Seller shall not be liable for any loss or damage whatsoever due to failure by the Seller to deliver the Equipment (or any of them) promptly or at all, regardless lease charges continue to apply in accordance with clause 7.2 (unless otherwise agreed, includes where Equipment has to be stored by the Seller until such time as the Customer advises they can now take collection of the Equipment).
- 7.4 No allowance whatsoever can be made for time during which the Equipment is not in use for any reason, unless the Seller confirms special prior arrangements in writing. In the event of Equipment breakdown and provided the Customer notifies the Seller immediately the Seller will endeavour to (at their sole discretion) either repair the Equipment on-site or provide a replacement as soon as reasonable possible.
- 7.5 The Seller shall not be liable for any direct, indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of any delay in replacing the Equipment due to the unavailability of the necessary replacement Equipment.
- 7.6 Upon expiry of the Hire Period and provided the Customer has made full payment of all monies payable and fulfilled their obligations under this agreement, the Customer may:
- (a) lease or hire new Equipment for a new specified term; or
 - (b) keep leasing or hiring the existing Equipment or part of for a negotiated extended period at a negotiated rate; or
 - (c) purchase the Equipment or part of, at a residual value specified by the Seller.
- Furthermore, should the Customer agree to any of the above options, a separate agreement must be completed between the Customer and the Seller and where the Customer is to purchase under 7.6(c) clauses 10, 12.2, 13 and 14 shall be apply.

8. Customer's Responsibilities

- 8.1 The Customer agrees:
- (a) to promptly provide the Seller with all information that they may reasonably require in order to provide the Goods, Services and/or Equipment and perform all of our other obligations under this agreement;
 - (b) that they will be responsible for all use of the Goods, Services and/or Equipment and (unless, we have agreed to supply it as part of the Goods, Services and/or Equipment) for providing a computer, modem, and all additional equipment and/or Goods, Services and/or Equipment (including, without limitation, a telephone line, if required), and for obtaining any permits and/or licences which are necessary for connecting to, and accessing, the Goods, Services and/or Equipment. The Customer agrees that they are responsible for complying with all terms and conditions (including, without limitation, terms of payment) relating to any telecommunications service which is required thereby to access the Goods, Services and/or Equipment;
 - (c) at all times and for whatever purpose, use the Goods, Services and/or Equipment in compliance with all applicable laws;
 - (d) to keep any records of usernames and passwords provide and confidential and ensure, at all times, that it (or they) do not become known to anyone else, keep them in separate places and take all necessary steps to ensure their security. The Customer is obligated to notify the Seller immediately if they become aware of any change in circumstances which may lead the Customer to believe that their usernames and/or passwords have become known to anyone else. The Seller may, from time to time, and, where possible, on giving the Customer reasonable notice, suspend and/or change usernames and/or passwords; however the Customer agrees that they will not change or attempt to change their username at any time.
- 8.2 The Customer shall be responsible for ensuring that the Goods, Services and/or Equipment are used in accordance with this agreement. If, while using the Goods, Services and/or Equipment, the Customer discovers that another person is using the Goods, Services and/or Equipment, and failing to do so in accordance with the agreement, the Customer must inform the Seller immediately. Additionally, the Customer agrees that they will not use, and will take all necessary precautions to ensure that nobody else uses, the Goods, Services and/or Equipment:
- (a) fraudulently or in connection with any criminal offence;
 - (b) to send, knowingly receive, upload, download, or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights;
 - (c) to cause annoyance, inconvenience or anxiety;
 - (d) to "spam" or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party;
 - (e) in any way which, in the Seller's opinion, is or is likely to be detrimental to the provision of Goods, Services and/or Equipment by the Seller to the Customer or any of the Seller's other customers, or to the Seller's business and/or reputation;
 - (f) in contravention of any licences or third party rights, or in contravention of the Seller's acceptable use policies; or
 - (g) in a way that does not comply with any instructions provided to the Customer by the Seller.
- 8.3 The Customer acknowledges that the Internet is separate from the Goods, Services and/or Equipment and that use of the Internet is at their own risk and subject to any applicable Laws. The Seller has no responsibility for any goods, services, information, software, or other materials which the Customer may obtain from a third party when using the Internet.
- 8.4 All third-party software is provided at the Customer's own risk and is not in any way warranted by the Seller nor shall the Seller be in any way responsible for the implementation or effects of any "patches", "updates", or "fixes" offered by the manufacturer of the software.
- 8.5 The Customer agrees that they will be responsible for and hold the Seller (and their agents, contractors, licensees, employees and information providers involved in providing the Goods, Services and/or Equipment) harmless from and against any and all losses, claims, damages, costs, demands, expenses and other liabilities which we suffer as a result of any breach by the Customer of the terms of this

agreement, and from and against any claim brought by a third party alleging that the use of the Goods, Services and/or Equipment, by the Customer, has infringed any intellectual property or other right of any kind, or any applicable legislation or regulation (whether international or domestic), but excluding any liability which the Seller faces as a result of criminal prosecution.

- 8.6 The Customer acknowledges that broadband is not always readily available in all areas and that the control of data speeds is limited to the Customer's choice of network.
- 8.7 The integrity or quality of the data or information the Customer sends or receives via the Goods, Services and/or Equipment may be affected or compromised due to the configuration of the Client's chosen network, the use of the internet or the configuration or limitations of the Customer, or the Customer's intended recipient's hardware or other device.
- 8.8 The Customer acknowledges that statements about the speed of the Goods, Services and/or Equipment are not guarantees about continuous speed. Where a download or upload speed is described as "Maximum" the Customer will receive the highest speed the Customer's broadband connection can deliver. The actual speed the Customer broadband connection can achieve may depend on a number of things including the condition of the Customer's line, the distance from the exchange, the equipment the Customer uses (including the Customer's computer), the time of day the Customer is connecting and the Internet use by others connected to the network at the same time.
- 8.9 The Customer agrees to pay all costs, damages, awards, fees (including legal fees), judgements and other sums awarded against, or agreed to be paid by, the Seller in relation to such claims referred to in clause 8.3 above. The Customer further agrees that they will, as soon as possible, notify the Seller of, and forward to the Seller, all correspondence received by the Customer in relation to, such claims.
- 8.10 The Customer also agrees that the Seller shall have full authority to defend, compromise or settle such claims referred to in clause 8.9 above, and that the Customer will, at their own expense, provide the Seller with all reasonable assistance necessary to defend such claims.

9. Customer's Disclaimer

- 9.1 The Customer hereby disclaims any right to rescind, or cancel any contract with the Seller or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Customer by the Seller and the Customer acknowledges that the Goods, Services and/or Equipment are bought relying solely upon the Customer's skill and judgment.

10. Risk

- 10.1 Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery.
- 10.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, the Seller is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Seller is sufficient evidence of the Seller's rights to receive the insurance proceeds without the need for any person dealing with the Seller to make further enquiries.

11. Access

- 11.1 The Customer shall ensure that the Seller or the Seller's agents have clear and free access to the work site at all times to enable them to provide the Goods, Services and/or Equipment, (including but not limited to for the purposes of installing, maintaining, monitoring and removing such equipment or carrying out such work). The Customer shall be responsible where necessary in obtain any consents pertaining to access, the Seller shall not be liable in the event of any delays due to the Customer not complying with this clause.

12. Title

- 12.1 Where this is a lease agreement:
- (a) the Equipment is and will at all times remain the absolute property of the Seller, however the Customer accepts full responsibility for:
 - (i) the safekeeping of the Equipment and indemnifies the Seller for all loss, theft, or damage to the Equipment howsoever caused and without limiting the generality of the foregoing whether or not such loss, theft, or damage is attributable to any negligence, failure, or omission of the Customer; and
 - (ii) shall keep the Seller indemnified against all liability in respect of all actions, proceedings, claims, damages, costs and expenses in respect of any injury to persons, damage to property, or otherwise arising out of the use of the Equipment during the Lease Period and whether or not arising from any negligence, failure or omission of the Customer or any other persons.Furthermore, the Customer will insure, or self-insure, the Seller's interest in the Equipment against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property arising out of the Equipment. Further the Customer will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.
 - (b) If the Customer fails to return the Equipment to the Seller then the Seller or the Seller's agent may (as the invitee of the Customer) enter upon and into land and premises owned, occupied or used by the Customer, or any premises where the Equipment is situated and take possession of the Equipment, without being responsible for any damage thereby caused.
 - (c) The Customer is not authorised to pledge the Seller's credit for repairs to the Equipment or to create a lien over the Equipment in respect of any repairs.
- 12.2 Where is this an agreement for the purchase of the Equipment:
- (a) the Seller and the Customer agree that ownership of the Equipment shall not pass until:
 - (i) the Customer has paid the Seller all amounts owing to the Seller; and
 - (ii) the Customer has met all of its other obligations to the Seller.
 - (b) Receipt by the Seller of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
 - (c) It is further agreed that:
 - (i) until ownership of the Equipment passes to the Customer in accordance with clause (a) that the Customer is only a bailee of the Equipment and must return the Equipment to the Seller on request.
 - (ii) the Customer holds the benefit of the Customer's insurance of the Equipment on trust for the Seller and must pay to the Seller the proceeds of any insurance in the event of the Equipment being lost, damaged or destroyed.

- (iii) the Customer must not sell, dispose, or otherwise part with possession of the Equipment other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Equipment then the Customer must hold the proceeds of any such act on trust for the Seller and must pay or deliver the proceeds to the Seller on demand.
- (iv) the Customer should not convert or process the Equipment or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of the Seller and must sell, dispose of or return the resulting product to the Seller as it so directs.
- (v) the Customer irrevocably authorises the Seller to enter any premises where the Seller believes the Equipment is kept and recover possession of the Equipment.
- (vi) the Seller may recover possession of any Equipment in transit whether or not delivery has occurred.
- (vii) the Customer shall not charge or grant an encumbrance over the Equipment nor grant nor otherwise give away any interest in the Equipment while they remain the property of the Seller.
- (viii) the Seller may commence proceedings to recover the Price of the Equipment sold notwithstanding that ownership of the Equipment has not passed to the Customer.

13. Defect, Errors and Omissions

- 13.1 Any alleged fault, defect, shortage in quantity, errors, omissions or failure to comply with the description or quote of the Goods, Services and/or Equipment which the Customer detects must be reported to the Seller as soon as is practically possible. Any emails or telephone messages which are received outside the Seller's normal business hours will be processed the following business day. The Customer shall afford the Seller an opportunity to inspect the Goods, Services and/or Equipment within a reasonable time following such notification if the Customer believes the Goods, Services and/or Equipment are defective in any way. If the Customer shall fail to comply with these provisions, the Goods, Services and/or Equipment shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect or damage.
- 13.2 For defective Goods, Services and/or Equipment, which the Seller has agreed in writing that the Customer is entitled to reject, the Seller's liability is limited to either (at the Seller's discretion) rectifying the Goods, Services and/or Equipment or re-providing the Goods, Services and/or Equipment, provided that the Customer has complied with the provisions of clause 13.1.

14. Warranty

- 14.1 For Goods not manufactured by the Seller, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Seller shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.
- 14.2 In the case of second hand Goods, the Customer acknowledges that he has had full opportunity to inspect the same and that he accepts the same with all faults and that no warranty is given by the Seller as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. The Seller shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising.

15. Consumer Guarantees Act 1993

- 15.1 If the Customer is acquiring Goods, Services and/or Equipment for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the provision of Goods, Services and/or Equipment by the Seller to the Customer.

16. Default and Consequences of Default

- 16.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Seller's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 16.2 If the Customer owes the Seller any money the Customer shall indemnify the Seller from and against all costs and disbursements incurred by the Seller in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Seller's collection agency costs, and bank dishonour fees).
- 16.3 Without prejudice to any other remedies the Seller may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions the Seller may, at their sole discretion:
- (a) suspend or terminate this agreement and/or any of the Goods, Services and/or Equipment without notice or refund;
 - (b) make an additional charge to the Customer; or
 - (c) block access to any part of the Goods, Services and/or Equipment.
- 16.4 Without prejudice to the Seller's other remedies at law the Seller shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to the Seller shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to the Seller becomes overdue, or in the Seller's opinion the Customer will be unable to make a payment when it falls due;
 - (b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
- 16.5 The Seller will not be liable to the Customer for any loss or damage the Customer suffers because the Seller has exercised its rights under this clause 16.

17. Cancellation

- 17.1 The Seller may cancel any contract to which these terms and conditions apply or cancel provision of Goods, Services and/or Equipment at any time before the Goods, Services and/or Equipment have commenced by giving written notice to the Customer. On giving such notice the

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Seller shall repay to the Customer any money paid by the Customer for the Goods, Services and/or Equipment. The Seller shall not be liable for any loss or damage whatsoever arising from such cancellation.

- 17.2 In the event that the Customer cancels provision of the Goods, Services and/or Equipment the Customer shall be liable for any and all loss incurred (whether direct or indirect) by the Seller as a direct result of the cancellation (including, but not limited to, any loss of profits).

18. Suspension and Termination

- 18.1 Either party may, on expiry of the Term, terminate this agreement by providing the other party fourteen (14) days' written notice thereof, after which time the Goods, Services and/or Equipment (and this agreement) will automatically terminate. In the event of termination by the Seller as per this clause, the Seller will repay to the Customer a proportion of the Charges which reflects the unfulfilled Term for provision of the Goods, Services and/or Equipment (or part thereof) which has yet to expire. Any termination of this agreement by the Customer within the Term will render the Customer liable to pay the Charges due in respect of the remainder of the Term.
- 18.2 The Customer acknowledges that the Seller may suspend or terminate the Goods, Services and/or Equipment under this agreement at any time, without prior notice or refund, and without affecting any of the Seller's accrued rights or claims, either:
- (a) the Seller reasonably believes that the Goods, Services and/or Equipment are being used in breach of this agreement;
 - (b) for non-payment (when due) of the Charges or any other sum due from the Customer under this agreement or any other agreement between the parties;
 - (c) for any other material breach of this agreement by the Customer;
 - (d) where the Customer has breached this agreement in any other way on three (3) or more occasions; or
 - (e) where the Customer is, or becomes, insolvent or suffer any distress or execution or other legal process to be levied or enforced or sued upon or against any part of their property, assets or revenue and which is not discharged or stayed within seven (7) days, or if the Customer ceases or threatens to cease to carry on business.
- 18.3 Where this agreement is terminated for any reason, the Goods, Services and/or Equipment will automatically terminate and the Customer will be subject to a disconnection fee at the Seller's discretion.
- 18.4 Any suspension of the Goods, Services and/or Equipment by the Seller in accordance with this agreement will not constitute a termination of the agreement and the Seller may require the Customer to pay a reconnection fee to recommence the Goods, Services and/or Equipment together with the relevant Charges.
- 18.5 Upon termination of this agreement, the Seller will immediately delete all files and content relating to the Customer and the Goods, Services and/or Equipment provided thereto.
- 18.6 It is the Customer's responsibility to make arrangements for the transfer of their data prior to the termination date. The Seller accepts no liability for any loss or damage incurred by the Customer as a result of the deletion of such data.

19. Privacy Act 1993

- 19.1 The Customer authorises the Seller or the Seller's agent to:
- (a) access, collect, retain and use any information about the Customer;
 - (i) (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Customer's creditworthiness; or
 - (ii) for the purpose of marketing products and services to the Customer.
 - (b) disclose information about the Customer, whether collected by the Seller from the Customer directly or obtained by the Seller from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer.
- 19.2 Where the Customer is an individual the authorities under clause 19.1 are authorities or consents for the purposes of the Privacy Act 1993.
- 19.3 The Customer shall have the right to request the Seller for a copy of the information about the Customer retained by the Seller and the right to request the Seller to correct any incorrect information about the Customer held by the Seller.

20. Risk and Limitation of Liability for Customer Data

- 20.1 The Customer agrees that, in view of their nature, the Customer's use of the Goods, Services and/or Equipment is at their sole risk. Whilst the Seller will endeavour to ensure that the Goods, Services and/or Equipment are of a high quality, neither the Seller (nor any of their agents, contractors, licensees, employees or information providers involved in providing the Goods, Services and/or Equipment) give any guarantee that the Goods, Services and/or Equipment will be uninterrupted or free from error. Where necessary for commercial, technical or other reasons:
- (a) a network or service provider connected to the Goods and/or Equipment may suspend the services or terminate its connection to the Goods and/or Equipment; and
 - (b) the Goods, Services and/or Equipment may suspend or terminate their connection to another network or service provider.
- 20.2 The Customer agrees that any such suspension or termination referred to above will not constitute a breach of this agreement by the Seller and that the Goods, Services and/or Equipment are provided on an "as is" basis without guarantee of any kind.
- 20.3 The Customer further agrees that the Seller will not be held liable for any costs, expenses, losses, damages or other liabilities (howsoever arising) which you may incur as a result of a suspension of the Goods, Services and/or Equipment in accordance with clause 20.1(a) above.
- 20.4 The Customer acknowledges that the Internet is separate from the Goods, Services and/or Equipment and that use of the Internet is at their own risk and subject to any applicable Laws. The Seller has no responsibility for any goods, services, information, software, or other materials which the Customer may obtain from a third party when using the Internet.
- 20.5 The Customer acknowledges, also that the Seller may exercise editorial control over the content of their servers, but that the Seller does not have the resources to ensure, nor are they capable of checking, the full content of their servers at all times. Neither the Seller (nor any of their agents, contractors, licensees, employees and information providers involved in providing the Goods, Services and/or Equipment) are able to control the content of the Internet. The Customer, therefore, agrees that the Seller shall not be held responsible for the publication, transmission or reception of any defamatory material or information of any kind, other than information which is inserted by the Seller. The Customer specifically acknowledges that the Seller has given no warranties as to the quality, content or accuracy of information received through, or as a result of the use of, the Goods, Services and/or Equipment.

- 20.6 The Customer acknowledges and agrees that the Seller shall not be held responsible or liable for:
- (a) anything related to the Hosting Services and/or Equipment or any other Services provided;
 - (b) any penalty against the Customer for any unauthorised over-use of data downloads by the Customer that exceed the Customer's agreed network package;
 - (c) any supplied content breaching any Acts, legislation or regulations, unless due to the negligence of the Seller;
 - (d) any loss, corruption, or deletion of files or data (including, but not limited to software programmes) resulting from illegal hacking or Goods, Services and/or Equipment provided by the Seller. The Seller will endeavour to restore the Web Site, files or data (at the Customer's cost), and it is the sole responsibility of the Customer to back-up any data which they believe to be important, valuable, or irreplaceable prior to the Seller providing the Goods, Services and/or Equipment. The Customer accepts full responsibility for the Customer's software and data and the Seller is not required to advise or remind the Customer of appropriate backup procedures;
 - (e) any loss or damage to the Customer's software or hardware caused by any 'updates' provided for that software.
- 20.7 The Seller shall be under no liability whatsoever to the Customer for any indirect, incidental, special and/or consequential loss and/or expense (including loss of profit, business, contracts, opportunity, goodwill, reputation and/or anticipated saving) and/or for any loss or corruption of data suffered by the Customer which arises out of or in connection with any use of, or inability to use, the Goods, Services and/or Equipment, and/or arising out of a breach by the Seller of these terms and conditions (alternatively the Seller's liability shall be limited to damages which under no circumstances shall exceed the Charges).

21. Personal Property Securities Act 1999 ("PPSA")

- 21.1 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that:
- (a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and
 - (b) a security interest is taken in all collateral (account), being a monetary obligation of the Customer to the Seller for Goods, Services and/or Equipment previously provided (if any) and that will be provided in the future by the Seller to the Customer.
- 21.2 The Customer undertakes to:
- (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Seller may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
 - (b) indemnify, and upon demand reimburse, the Seller for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any registration made thereby;
 - (c) not register a financing change statement or a change demand without the prior written consent of the Seller.
- 21.3 The Seller and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
- 21.4 The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.
- 21.5 Unless otherwise agreed to in writing by the Seller, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.
- 21.6 The Customer shall unconditionally ratify any actions taken by the Seller under clauses 21.1 to 21.5.

22. Security and Charge

- 22.1 In consideration of the Seller agreeing to provide Goods, Services and/or Equipment, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 22.2 The Customer indemnifies the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Seller's rights under this clause.
- 22.3 The Customer irrevocably appoints the Seller and each director of the Seller as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 22 including, but not limited to, signing any document on the Customer's behalf.

23. General

- 23.1 The failure by the Seller to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Seller's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 23.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand.
- 23.3 The Customer shall not be entitled to set off against, or deduct from the Charges, any sums owed or claimed to be owed to the Customer by the Seller nor to withhold payment of any invoice because part of that invoice is in dispute.
- 23.4 The Seller may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
- 23.5 The Customer agrees that the Seller may amend these terms and conditions at any time. If the Seller makes a change to these terms and conditions, then that change will be published on <http://www.rvn.co.nz> before they take effect. The Seller will endeavour to advise the Customer about any change referred to herein at least one (1) month before it happens; however, if the Seller needs to make changes, as soon as possible, for regulatory or legal reasons, the Seller may be unable to meet that timescale. In those circumstances, the Seller will advise the Customer as soon as reasonably practical and the changes will take effect from the date upon which the Seller notifies the Customer of such change. The Customer will be taken to have accepted such changes if the Customer makes a further request for the Seller to provide Goods, Services and/or Equipment to the Customer.
- 23.6 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 23.7 The Customer warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.

This Signatory acknowledgment is for:

Teamyon Limited

Teamyon Services Limited

I certify that the above information is true and correct. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Teamyon Limited or Teamyon Services Limited trading (either independently or) as Revolution* which form part of, and are intended to be read in conjunction with this **++Name of form++** and agree to be bound by those conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. ***I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Customer I shall be personally liable for the performance of the Customer's obligations under this contract.***

*(*The Seller shall indicate the trading entity that the Customer is contracting with by ticking one or more of the tick boxes above.)*

SIGNED (CUSTOMER): _____ Name: _____ Position: _____ ID: _____ (Driver's Licence, Passport, etc.)	SIGNED (WITNESS TO CUSTOMER'S SIGNATURE): _____ Name: _____ Date: _____ Address: _____ Postcode: _____
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SIGNED (SELLER): _____ Name: _____ Date: _____

++ Insert Type of Form e.g. Application for Credit, Quotation, Sales Order & Quote etc