

# Taxlab Terms of Use

These Terms of Use were last updated on 3 April 2018.

**Welcome to Taxlab, an online software as a service system designed to assist you with accounting and tax compliance.**

**These Terms of Use set out our, and your, rights and obligations in relation to your use of Taxlab. Please read these Terms of Use carefully before registering to use Taxlab. By using Taxlab you agree to follow and be bound by these Terms of Use. If you do not agree to all the Terms of Use, you must not use Taxlab.**

**These Terms of Use may be varied by us at any time, effective upon the posting of modified terms on the Taxlab Website or as otherwise notified to you in writing (including by email). You will ensure that you have read, understood and agreed to the most recent terms posted on the Taxlab Website or as otherwise notified to you.**

## 1. Definitions and Interpretation

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1.1 In this Agreement, unless the context otherwise requires:

**Administration Portal** means that part of the Taxlab Website accessible by users authorised by the Subscriber that allows the Subscriber to:

- (a) add, remove or change Authorised Users;
- (b) add, remove or change Subscription Services;
- (c) configure or customise any part of the Subscription Services; and
- (d) add, remove or change details in relation to the Subscriber's account with us;

**Agreement** means these Terms of Use and the Privacy Policy;

**Application** means any iOS, Android or other mobile app made available by us that allows you to access the Subscription Services;

**Authorised User** means any employee, contractor, officer, agent or client of the Subscriber's business who is authorised by the Subscriber to access and use the Subscription Services and Documentation;

**Business Day** means a day other than a Saturday, Sunday or public holiday in Auckland;

**Commissioner** means the Commissioner of the Inland Revenue Department;

**Documentation** means the documentation (if any) made available to you by us through the Subscription Services, which sets out a description of the Subscription Services and the user instructions for the Subscription Services;

**Intellectual Property Rights** means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual property rights, whether registered, in the course of being registered or unregistered and any analogous rights worldwide;

**IRD Conditions** means the conditions subject to which we have been authorised by the Commissioner to hold taxpayer records at places outside New Zealand;

**Master Subscription Agreement** means the agreement (if any) entered into between the Subscriber and us in relation to the Subscriber's access to, and use of, the Subscription Services, the rights it has to authorise Authorised Users to access and use the Subscription Services, and the Subscription Fees payable by the Subscriber for its and its Authorised Users' access to, and use of, the Subscription Services;

**Privacy Policy** means our privacy policy located at [www.taxlab.co.nz/taxlab-privacy-policy](http://www.taxlab.co.nz/taxlab-privacy-policy);

**Subscriber** means the person that registers to use or receive the Subscription Services;

**Subscription Fee** means:

- (e) the monthly subscription fee payable for your access and use of the relevant Subscription Services; and
- (f) such other monthly fee for functionality, entity numbers, data volumes or anything else you are subscribed for,

as set out on the Taxlab Website, the Master Subscription Agreement, or as otherwise agreed between the parties in writing;

**Subscription Services** means the Taxlab software-as-a-service consisting of accounting, tax and any other modules offered by us from time to time, accessible via the Taxlab Website and/or Application;

**Taxlab Website** means [www.taxlab.co.nz](http://www.taxlab.co.nz) or any sub-domains or other URL address notified to you by us from time to time;

**Third Party Provider** has the meaning set out in clause 9.5(b);

**Virus** means any thing or device (including any software, code, file or program) which may: (a) prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; (b) prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or (c) adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices;

**we, our and us** refers to Taxlab Limited;

**you** and **your** refers to:

- (g) the Subscriber; or
- (h) where the context permits, the Authorised Users;

**Your Data** means the data inputted by you for the purpose of using the Subscription Services or facilitating your use of the Subscription Services, including, where applicable, Authorised Users' data.

1.2 In this Agreement, unless the context requires otherwise:

- (a) words importing one gender include the others;
- (b) words importing the singular or plural number include the plural and singular number respectively;
- (c) headings are inserted for the sake of convenience of reference only and do not affect the interpretation of this Agreement; and
- (d) a **person** includes any individual, corporation, unincorporated association, government department or municipal authority.

## 2. **Access to Subscription Services**

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2.1 We grant you a non-exclusive, non-transferable right to:

- (a) access and use the Subscription Services that you have subscribed to, and the relevant Documentation; and
- (b) download, install and use the Applications,

solely for the Subscriber's own accounting and tax compliance purposes or, where permitted under the relevant Subscription Services, for the accounting and tax compliance purposes of its Authorised Users, all on the terms and conditions set out in this Agreement.

2.2 You will:

- (a) keep secure logins and passwords for your access and use of the Subscription Services and Documentation and keep such logins and passwords confidential;
- (b) allow us at any time to audit your use of the Subscription Services in order to establish whether the Subscription Services are being used in accordance with this Agreement;
- (c) promptly disable any login account if we discover (through undertaking the audits referred to in clause 2.2(b)) that any login details have been provided to any third party; and

- (d) on demand, pay to us an amount of any underpayment of Subscription Fees discovered by us through undertaking the audits referred to in clause 2.2(b).
- 2.3 If you are the Subscriber we may require you to enter into a separate Master Subscription Agreement with us to govern how you and your Authorised Users can access and use the Subscription Services. As a Subscriber, you may allow Authorised Users to access and use the Subscription Services (including to download, install and use the Applications) in accordance with clause 2.1 and, where applicable, the Master Subscription Agreement. Without limiting any of your obligations under this Agreement:
- (a) you will be responsible for determining the level of access that each Authorised User has to access and use the Subscription Services, and you acknowledge that we will not be responsible for your use of, inability to use, or incorrect use of, the Subscription Services arising out of or in connection with:
    - (i) any act or omission of the Authorised Users; or
    - (ii) you incorrectly granting a level of access to an Authorised User, which that Authorised User is not entitled to;
  - (b) you will notify Authorised Users, and procure Authorised Users to agree, that use of the Subscription Services is subject to the following terms and conditions:
    - (i) Authorised Users will comply with this Agreement and, where applicable, the specific terms and conditions to the extent that they are set out in the Master Subscription Agreement;
    - (ii) we will have no liability to Authorised Users (whether direct or indirect) arising out of or in connection with their use of the Subscription Services;
    - (iii) such other terms and conditions notified to you in writing;
  - (c) any act or omission of Authorised Users relating to the use of the Subscription Services will be treated as your act or omission. We may terminate any authority you have granted to any Authorised User if we consider that the relevant Authorised User is in breach of this Agreement or puts you in breach of this Agreement.
- 2.4 You acknowledge that we regularly upgrade and update the Subscription Services and that the Subscription Services are continually evolving. Some of these changes will occur automatically, while others may require you to schedule and implement the changes. You will, where required, upgrade your software and/or devices in order to make efficient use of the Subscription Services. We will provide you with reasonable notice of any such changes.
- 2.5 You will not access, store, distribute or transmit any Viruses, and we may, without liability to you, disable your access to the Subscription Services if you are in breach of this clause.

2.6 You will not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
  - (i) and except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Subscription Services and/or Documentation (as applicable) in any form or media or by any means; or
  - (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Subscription Services;
- (b) access all or any part of the Subscription Services and Documentation in order to build a product or service which competes with the Subscription Services and/or the Documentation;
- (c) use the Subscription Services and/or Documentation to provide services to third parties (other than to Authorised Users in accordance with this Agreement);
- (d) attempt to undermine the integrity or security of:
  - (i) the Subscription Services; or
  - (ii) our, or any third party's, systems, networks or resources used in the provision of the Subscription Services;
- (e) attempt to gain unauthorised access to any information or materials other than those to which you have been given express permission to access as part of the Subscription Services;
- (f) make the Subscription Services and/or Documentation available to any third party (other than to Authorised Users in accordance with this Agreement);
- (g) attempt to obtain, or assist third parties in obtaining, access to the Subscription Services and/or Documentation, other than as provided under this clause 2.

- 2.7 You will use all reasonable endeavours to prevent any unauthorised access to, or use of, the Subscription Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify us.
- 2.8 If you are authorised by the Subscriber as an administrator of the Subscriber's account with us, you may access and use the Administration Portal.
- 2.9 We may at our absolute discretion provide you with helpdesk and/or other services in relation to the Subscription Services (**Support**

**Services**). We may at any time suspend, discontinue or change the Support Services without notice to you.

### 3. **Change in Authorised User Subscriptions**

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- 3.1 You may add, remove or change the number of Authorised Users only if you are authorised to access and use the Administration Portal. We will grant access to the Subscription Services and the Documentation to such additional or fewer Authorised Users as soon as practicable in accordance with the provisions of this Agreement.
- 3.2 If you downgrade your account, no refunds will be paid in respect of any unused portion of any higher account offering. If you upgrade your account, the balance already paid for the rest of the term will be credited to your account. We will charge you for any net amount due as a result of the upgrade and your account renewal date will be reset to the next available billing day.
- 3.3 Downgrading your account may cause the loss of content, or features of capacity of your account. If you choose to downgrade your account, we do not accept any liability for the resulting loss of data, content, features or capacity.

### 4. **Your Data**

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- 4.1 If you are providing us with personal information, then our Privacy Policy applies. Please read the Privacy Policy carefully as it forms a part of this Agreement.
- 4.2 We acknowledge and agree that you will have sole responsibility for the legality, reliability, integrity, accuracy and quality of Your Data.
- 4.3 Each party will take appropriate technical, physical and organisational measures and safeguards against unauthorised or unlawful processing of Your Data or its accidental loss, destruction or damage and we will, as part of these measures, use reasonable endeavours to back-up Your Data. You acknowledge that if there is any loss or damage to Your Data, your sole and exclusive remedy will be for us to use reasonable commercial endeavours to restore such lost or damaged data from the latest back-up of Your Data maintained by us. We will not be responsible for any loss, destruction, alteration or disclosure of Your Data caused by any third party.
- 4.4 You acknowledge and agree that we are approved by the Commissioner under section 22(8) of the Tax Administration Act 1994 to store taxpayers' records outside of New Zealand. As part of receiving this approval we are required to, and you agree to us to:
  - (a) hold Your Data in a form approved by the Commissioner;
  - (b) ensure that Your Data is accessible by the Commissioner in a way approved by the Commissioner; and
  - (c) comply with the IRD Conditions.

- 4.5 You acknowledge and agree that we may use Your Data for the purpose of:
- (a) performing our obligations under this Agreement;
  - (b) ensuring that you are complying with the terms and conditions of this Agreement;
  - (c) improving or enhancing the Subscription Services;
  - (d) performing data analysis, machine learning, or cross entity analysis, all on an aggregated and/or anonymous basis,
- provided that we comply with our confidentiality obligations under clause 8.
- 4.6 Our Subscription Services may offer you the ability to benchmark Your Data against the data provided by other users of the Subscription Services (**Other User Data**) and to receive the results of such benchmarking. If you wish to benefit from the benchmarking offered by our Subscription Services you must opt-in to participate in the benchmarking by selecting the relevant option in the Administration Portal or such other location on the Taxlab Website notified by us. If you are involved in any benchmarking exercises, you agree to us using Your Data to benchmark against Other User Data. We may, from time to time, provide you with such benchmarking results. We do not systematically and/or independently verify Your Data or Other User Data entered into the Subscription Services by you or other users of the Subscription Services. Therefore, you acknowledge that any benchmarking or other report generated by the Subscription Services may not be accurate, and under no circumstances do we guarantee the accuracy of any reports generated by the Subscription Services, or accept liability for any form of loss or damage arising out of your use of reports generated through the use of the Subscription Services.

## 5. **Your Obligations**

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- 5.1 You will:
- (a) provide us with all necessary co-operation in relation to this Agreement, and all necessary access to such information as may be required by us, so that we can provide the Subscription Services including but not limited to Your Data, security access information, configuration services and servers. You warrant that you are authorised to provide the foregoing information and/or access to us so that we can provide the Subscription Services to you;
  - (b) comply with all applicable laws (including the Privacy Act 1993 in respect of the collection, use and disclosure of personal information that is included in Your Data) with respect to the use of the Subscription Service and your activities under this Agreement;
  - (c) carry out all other of your responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in your provision of such assistance as agreed by the parties, we may

adjust any agreed timetable or delivery schedule as reasonably necessary;

- (d) use the Subscription Services and the Documentation in accordance with the terms and conditions of this Agreement;
- (e) ensure that your network and systems comply with the relevant specifications as may be specified by us from time to time; and
- (f) be solely responsible for procuring and maintaining your network connections and telecommunications links from your systems to our data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet.

## **6. Charges and Payment**

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- 6.1 You will pay the Subscription Fees to us in accordance with this clause 6, except to the extent that payment of the Subscription Fees is payable by the Subscriber in accordance with the Master Subscription Agreement or otherwise.
- 6.2 We will issue a valid tax invoice to you for the Subscription Fees at the end of each month. Unless otherwise specified by us, payment of each invoice will be payable on the 20<sup>th</sup> of the month following the date of the invoice. Payment details will be specified on the invoice.
- 6.3 If you fail to pay any invoice when due then without prejudice to any of our other rights and remedies:
  - (a) we may, without liability to you disable access to all or part of the Subscription Services, and will be under no obligation to provide any or all of the Subscription Services while the invoice(s) concerned remain unpaid; and/or
  - (b) interest will accrue on such due amounts at an annual rate equal to 2% over the then current base overdraft rate of our bankers calculated from the due date until the date the amount is paid in full.
- 6.4 All amounts stated or referred to in this Agreement are:
  - (a) exclusive of GST (if any); and
  - (b) unless otherwise stated, specified in New Zealand dollars.
- 6.5 If you are required by law to deduct or withhold taxes or charges from the amounts due to us under this Agreement, you will ensure that the amount due to us is increased so that the payment actually made to us equals the amount due to us as if no such taxes or charges had been imposed.

- 6.6 We may change the Subscription Fees at any time by giving you at least 30 days' prior written notice.

## 7. **Intellectual Property Rights**

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- 7.1 You acknowledge and agree that we and/or our licensors own all Intellectual Property Rights in the:

- (a) Subscription Services (except Your Data); and
- (b) Documentation,

together with all modifications, enhancements and other developments to the Subscription Services and Documentation (whether or not recommended or suggested by you).

Except as expressly stated in this Agreement, this Agreement does not grant you any rights to, or in, the Intellectual Property Rights, or any other rights or licences in respect of the Subscription Services or the Documentation.

- 7.2 We acknowledge and agree that, subject to clause 7.1, you own the Intellectual Property Rights in Your Data. You grant to us a non-exclusive right to use Your Data to perform our obligations under this Agreement.
- 7.3 We confirm that we have all the rights in relation to the Subscription Services and the Documentation that are necessary to grant all the rights we purport to grant under, and in accordance with, the terms of this Agreement.

## 8. **Confidentiality**

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- 8.1 Each party will treat as confidential all information obtained from the other pursuant to this Agreement. Neither party will divulge such information to any persons (except to their employees (for whom that party will be responsible) and then only to those employees who need to know) without the other party's prior written consent.
- 8.2 In relation to either party, confidential information means any information relating to the business or affairs of that party and includes, without limitation, its designs, drawings, manufacturing know how, object code, source code, planned modifications to hardware or software, planned enhancements to hardware or software, product knowledge, quality standards, research and development, unpublished specifications, technical information, pricing, manipulated data, business plans, business processes, methodologies, techniques, general know-how, costs and margins, customer lists, financial data, internal price information, market research, marketing plans, sales forecasts and trade secrets.
- 8.3 Clauses 8.1 and 8.2 do not extend to information which:
- (a) can be established by written records to be already known to the recipient at the time of disclosure; or

- (b) which is in or enters the public domain through no fault of the recipient.
- 8.4 If the recipient of any confidential information is required by any applicable law (including under section 17 of the Tax Administration Act 1994), court or authority to disclose such confidential information to any person, it will:
- (a) give the disclosing party prompt written notice of the disclosure, where practicable before it occurs, so that the disclosing party has sufficient opportunity to prevent the disclosure through appropriate legal means;
  - (b) disclose only that part of the confidential information which the recipient's legal advisors consider is legally required to be disclosed; and
  - (c) use all reasonable endeavours to obtain an assurance that the confidential information disclosed will be treated confidentially by the recipient.
- 8.5 Each party will on demand and, in any event, on termination of this Agreement, deliver to the other party all confidential information and any other document supplied by or obtained from the other party.
- 8.6 This clause 8 will survive termination of this Agreement.

## 9. **Warranties and Liability**

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- 9.1 We warrant that:
- (a) the Subscription Services will function substantially as described in the Documentation; and
  - (b) to the best of our knowledge and belief the Subscription Services do not infringe the copyright of any third party (**IP Warranty**) and we will indemnify you against any loss or damage that you incur arising out of a breach by us of the IP Warranty.
- 9.2 If the Subscription Services do not function substantially in accordance with the Documentation, we will, at our option, either:
- (a) modify the Subscription Services to conform to the Documentation; or
  - (b) provide a workaround solution.

If neither of the options in paragraphs (a) or (b) is commercially feasible, either party may terminate this Agreement by giving written notice to the other party, in which case we will refund to you all Subscription Fees prepaid to us for unused Subscription Services. Such correction or substitution constitutes your sole and exclusive remedy for any breach of the warranty set out in clause 9.1.

- 9.3 We will not be liable for a breach of the warranty in clause 9.1 to the extent of any non-conformance which is caused by use of the Subscription Services contrary to the Documentation and any other of our instructions, or modification or alteration of the Subscription Services by any party other than us or our duly authorised contractors or agents.
- 9.4 We do not warrant:
- (a) that your use of the Subscription Services will be uninterrupted or error-free;
  - (b) that the Subscription Services, Documentation and/or the information obtained by you through the Subscription Services will always be available, either in its current form or at all;
  - (c) that we will support, maintain or continue to offer the Subscription Services;
  - (d) that the Subscription Services, Documentation and/or the information obtained by you through the Subscription Services will meet your requirements; and
  - (e) the accuracy, correctness, reliability and completeness of any information, formulae, or calculation provided through the use of the Subscription Services (together referred to as **Calculations**). You acknowledge the results from any Calculations are for informational purposes only, and that the assumptions used and figures generated are for purposes of illustration and reference only, and are subject to change depending on a variety of factors, which may not have been taken into account in the computation. To the maximum extent permitted by law, we will not be liable for any form of loss or damage, arising out of or in connection with your reliance on and use of the Subscription Services. You agree that you will not rely solely on the Calculations and will carry out your own calculations (other than by using the Subscription Services) to verify the accuracy, correctness, reliability and completeness of the Calculations.
- 9.5 You acknowledge that:
- (a) we are not your accountant, tax or other professional advisor and you are solely responsible for ensuring the accuracy and correctness of any output or result from your use of the Subscription Services;
  - (b) we may rely on the provision of services by third parties (including data centre, electricity, telecommunications and outsourcing providers) in order to provide the Subscription Services (**Third Party Providers**) and that the Subscription Services may be subject to limitations, delays and other problems inherent in the use of such services provided by Third Party Providers; and
  - (c) we will not be responsible for any delays, delivery failures, or any other loss or damage arising out of or is in connection with any services provided by Third Party Providers, including any delays,

delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet.

- 9.6 Except as expressly set out in this Agreement, the Subscription Services and the Documentation are provided on an "as is" basis and all representations, conditions or warranties (whether express or implied, statutory or otherwise, and including warranties of merchantability and fitness for a particular purpose) in respect of the Subscription Services and Documentation are expressly excluded.
- 9.7 You will indemnify us against all costs, losses, expenses and damages arising out of or in connection with:
- (a) any claims against us resulting from your, and Authorised Users', use of the Subscription Services and the Documentation; and
  - (b) any breach by you of this Agreement.
- 9.8 Except where we have liability to you under clause 9.1(b) and unless stated otherwise in this Agreement, we will not be liable to you under the law of tort, contract or otherwise for any claim, damages or liability (collectively referred to as a **Claim**), including loss of profits, loss of revenue, loss of data, or any direct, indirect, consequential or special loss or damage suffered or incurred by you, however caused, arising out of or in connection with this Agreement.
- 9.9 If, despite clause 9.8, we are found liable for any Claim (including where we have liability to you under clause 9.1(b)), then to the maximum extent permitted by law, our liability arising out of all Claims under this Agreement will not exceed in aggregate an amount equal to the Subscription Fees actually paid by you to us in the 12 months prior to time the liability arises.

## 10. **Termination**

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- 10.1 Either party (**Terminating Party**) may terminate this Agreement without cause by giving the other party at least:
- (a) 30 days' prior written notice, where you are the Terminating Party; or
  - (b) 120 days' prior written notice, where we are the Terminating Party.
- 10.2 Either party may terminate this Agreement if the other party:
- (a) is in material breach of this Agreement and fails to remedy such breach within 14 days of receiving notice from the other party specifying the breach and requiring it to be remedied; or
  - (b) goes into liquidation or has a receiver or statutory manager appointed of any of its assets, becomes insolvent or makes any arrangement with creditors.

- 10.3 We may terminate this Agreement if the Subscriber has entered into the Master Subscription Agreement and that Master Subscription Agreement terminates for any reason.
- 10.4 On termination of this Agreement for any reason:
- (a) all licences granted under this Agreement will immediately terminate and you must cease using the Subscription Services and the Documentation;
  - (b) each party will return, and make no further use of property, Documentation and other items (and all copies of them) belonging to the other party;
  - (c) we will retain Your Data indefinitely so that we can comply with the IRD Conditions. We will also hold Your Data in the form approved by the Commissioner, and allow the Commissioner to access Your Data in a way approved by the Commissioner. Provided that we are complying with our IRD Conditions and applicable law, at any time following termination of this Agreement, we may delete any of Your Data from any of our production or other systems;
  - (d) we will provide you, and/or allow you to export, a copy of Your Data in a meaningful and usable format specified by us so that we are able to comply with the IRD Conditions; and
  - (e) the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination (including clauses 4.4, 10.4(c) and 10.4(d)), will not be affected or prejudiced.
- 10.5 If you terminate this Agreement under clause 10.1 or we terminate this Agreement under clauses 10.2 or 10.3, you will:
- (a) not be entitled to a refund of any Subscription Fees pre-paid to us for unused Subscription Services; and
  - (b) be liable to pay the Subscription Fees on a pro-rata basis for each day up to and including the date of termination of this Agreement to the extent that you have not paid for the use of the Subscription Services on those days.

## 11. **Sub-contracting**

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We may sub-contract any of our obligations under this Agreement without obtaining your prior written consent.

## 12. **Disputes**

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- 12.1 If a dispute arises out of or relates to this Agreement (**Dispute**), a party may not commence any court or arbitration proceedings relating to the Dispute unless it has complied with the following paragraphs of this clause, except where the party seeks urgent interlocutory relief.

- 12.2 A party claiming the Dispute has arisen must give written notice to the other party specifying the nature of the Dispute.
- 12.3 On receipt of that notice, the parties will use all reasonable endeavours to resolve the Dispute by discussion, consultation, negotiation or other informal means.
- 12.4 If the Dispute is not resolved within 15 Business Days of the notice being given pursuant to clause 12.2 (or within such further period agreed in writing by the parties), either party may, by giving written notice to the other party, require the Dispute to be determined by the arbitration of a single arbitrator. The arbitrator will be appointed by the parties or, failing agreement within five Business Days of the notice requiring arbitration, by the President of the New Zealand Law Society on application of either party. The arbitration will be conducted as soon as possible and in accordance with the provisions of the Arbitration Act 1996.

### **13. Force Majeure**

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- 13.1 We will have no liability to you under this Agreement if we are prevented from or delayed in performing our obligations under this 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 or service of a Third Party Provider, 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, provided that you are notified of such an event and its expected duration.

### **14. General**

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- 14.1 This Agreement (and, if you have entered into a Master Subscription Agreement, that Master Subscription Agreement) constitutes the entire agreement of the parties about its subject matter and supersedes any previous understanding or agreements on that subject matter. If there is any inconsistency between the terms of the Master Subscription Agreement and this Agreement, then the terms of this Agreement will prevail to the extent of any inconsistency unless the relevant terms of the Master Subscription Agreement expressly override the terms of this Agreement.
- 14.2 This Agreement will not be deemed to create a partnership, joint venture or agency relationship of any kind between the parties.
- 14.3 If any part or a provision of this Agreement is judged invalid or unenforceable in a jurisdiction it is severed for that jurisdiction and the remainder of this Agreement will continue to operate.
- 14.4 A provision or a right under this Agreement may not be waived except in writing signed by the party granting the waiver.

- 14.5 A party may exercise a right, power or remedy under this Agreement at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party under this Agreement does not prevent a further exercise of that or of any other right, power or remedy.
- 14.6 This Agreement may be varied by us at any time, effective upon the posting of modified terms on the Taxlab Website or as otherwise notified to you in writing (including by email). You will ensure that you have read, understood and agreed to the most recent terms posted on the Taxlab Website or as otherwise notified to you.
- 14.7 You will not assign, transfer or otherwise deal with this Agreement or any of your rights or obligations under this Agreement, whether in whole or in part, without our prior written consent.
- 14.8 Notices and other communications under this Agreement are to be given in writing by email, personal delivery or by post and must be:
  - (a) sent to the correct email or address designated in writing by each party for that purpose from time to time. The designated email address for notices you send to us is support@taxlab.com; and
  - (b) marked for the attention of the designated person or office holder (if any).
- 14.9 A notice or communication in relation to this Agreement will be deemed to be received:
  - (a) in the case of a letter, on the third Business Day after posting; or
  - (b) in the case of email, on the Business Day on which the email is successfully delivered; and
  - (c) in the case of personal delivery, when delivered.
- 14.10 This Agreement will be governed by and construed in accordance with the laws of New Zealand. If you wish to bring any claim or other action against us arising out of or in connection with this Agreement then you must bring that claim or other action against us in New Zealand.