
Dubzz Limited T/A Dubzz Digital Marketing – Terms & Conditions of Trade

1. Definitions

- 1.1 **“Client”** means the person/s, entities or any person acting on behalf of and with the authority of the Client requesting Dubzz to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:
- (a) if there is more than one Client, is a reference to each Client jointly and severally; and
 - (b) if the Client is a partnership, it shall bind each partner jointly and severally; and
 - (c) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and
 - (d) includes the Client’s executors, administrators, successors and permitted assigns.
- 1.2 **“Contract”** means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.
- 1.3 **“Cookies”** means small files which are stored on a user’s computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website, and can be accessed either by the web server or the client’s computer.
- 1.4 **“Dubzz”** means Dubzz Limited T/A Dubzz Digital Marketing, its successors and assigns.
- 1.5 **“Price”** means the Price payable (plus any Goods and Services Tax (“GST”) where applicable) for the Goods as agreed between Dubzz and the Client in accordance with clause 8 below.
- 1.6 **“Prohibited Content”** means any content that:
- (a) is, or could reasonably be considered to be, in breach of the broadcasting standards or any other applicable law or applicable industry code; or
 - (b) contains, or could reasonably be considered to contain, any misrepresentations; or is, or could reasonably be considered to be, misleading or deceptive, likely to mislead or deceive or otherwise unlawful; or
 - (c) is, or could reasonably be considered to be, in breach of any person’s Intellectual Property Rights.
- 1.7 **“Services”** means all Goods (which includes any printed or virtual material, samples, Website, brands, designs, images, advertising, publications, documents, drawings, files, information, data, graphics, pictures or trademarks) or Services (which includes any advice or recommendations, support, marketing, assessment and planning, graphic design of brands, designs, images, or advertising, brand integration or strategies, analysis, training, project management or service sourcing and the organisation of copyrighting such any Goods and/or Services) supplied by Dubzz to the Client at the Client’s request from time to time (where the context so permits the terms ‘Goods’ or ‘Services’ shall be interchangeable for the other).
- 1.8 **“Website”** means a location which is accessible on the Internet through the World Wide Web and which provides multimedia content via a graphical User Interface.

2. Acceptance

- 2.1 The parties acknowledge and agree that:
- (a) they have read and understood the terms and conditions contained in this Contract; and
 - (b) the parties are taken to have exclusively accepted and are immediately bound, jointly and severally, by these terms and conditions if the Client places an order for, or accepts Services provided by Dubzz.
- 2.2 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.
- 2.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.
- 2.4 The Client acknowledges that:
- (a) the supply of Services on credit shall not take effect until the Client has completed a credit application with Dubzz and it has been approved with a credit limit established for the account;
 - (b) in the event that the supply of Services requested exceeds the Client’s credit limit and/or the account exceeds the payment terms, Dubzz reserves the right to refuse delivery;
 - (c) no intellectual property (including, but not limited to, Website coding, passwords etc.) will be transferred to the Client unless all amounts owing to Dubzz are paid;
 - (d) where colour matching is required, the Client agrees to supply information and samples regarding the correct colour;
 - (e) Dubzz reserves the right not to undertake any Services, refuse to accept any content supplied by the Client, withdraw any advertisement or publication at any time for any reason (including where such, in Dubzz’s opinion is or may be unlawful, offensive, contains Prohibited Content, or is otherwise inappropriate), and Dubzz shall not be liable to the Client for any such action; and
 - (f) Dubzz will endeavour to place any advertisement in the position requested by the Client; however, they cannot always do so and shall not be liable to the Client where any advertisement does not appear in the place requested.
- 2.5 None of Dubzz’s agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the Director of Dubzz in writing nor is Dubzz bound by any such unauthorised statements.
- 2.6 Once accepted by the Client, Dubzz’s quotation shall be deemed to interpret correctly the Client’s instructions, whether written or verbal. Where verbal instructions only are received from the Client, Dubzz shall not be responsible for errors or omissions due to oversight or misinterpretation of those instructions.
- 2.7 Any advice, recommendation, information, assistance or service provided by Dubzz in relation to the Services supplied is given in good faith to the Client, or the Client’s agent and is based on Dubzz’s own knowledge and experience and shall be accepted without liability on the part of Dubzz. Where such advice or recommendations are not acted upon then Dubzz shall require the Client or their agent to authorise commencement of the Services in writing. Dubzz shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement of the Services.
- 2.8 Services provided by Dubzz are subject to availability and only on the terms and conditions of trade herein to the exclusion of anything to the contrary in the terms of the Client’s order notwithstanding that any such order is placed on terms that purport to override these terms and conditions of trade.
- 2.9 This Contract constitutes the entire agreement between Dubzz and the Client, and the Client hereby acknowledges that no reliance is placed on any representation made by Dubzz, but not embodied in this Contract.

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- 2.10 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 226 of the Contract and Commercial Law Act 2017 or any other applicable provisions of that Act or any Regulations referred to in that Act.
- 3. Authorised Representatives**
- 3.1 Unless otherwise limited as per clause 3.2 the Client agrees that should the Client introduce any third party to Dubzz as the Client's duly authorised representative, that once introduced that person shall have the full authority of the Client to order any Services on the Client's behalf and/or to request any variation to those Services on the Client's behalf (such authority to continue until all requested Services have been completed or the Client otherwise notifies Dubzz in writing that said person is no longer the Client's duly authorised representative).
- 3.2 In the event that the Client's duly authorised representative as per clause 3.1 is to have only limited authority to act on the Client's behalf then the Client must specifically and clearly advise Dubzz in writing of the parameters of the limited authority granted to their representative.
- 3.3 The Client specifically acknowledges and accepts that they will be solely liable to Dubzz for all additional costs incurred by Dubzz (including Dubzz's profit margin) in providing any Services or variation/s requested by the Client's duly authorised representative (subject always to the limitations imposed under clause 3.2 (if any)).
- 4. Credit Card Information**
- 4.1 Dubzz will:
- (a) keep the Client's personal details, including credit card details for only as long as is deemed necessary by Dubzz;
 - (b) not disclose the Client's credit card details to any third party; and
 - (c) not unnecessarily disclose any of the Client's personal information, except in accordance with the Privacy Act (clause 28) or where required by law.
- 4.2 The Client expressly agrees that, if pursuant to this Contract, there are any unpaid charges, other amounts due and outstanding by the Client, Dubzz is entitled to immediately charge the Client's nominated credit card for these amounts, and is irrevocably authorised to complete any documentation and take any action to recover from the credit card issuer any and all amounts which may be due by the Client pursuant to the terms of this Contract.
- 5. Errors and Omissions**
- 5.1 The Client acknowledges and accepts that Dubzz shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):
- (a) resulting from an inadvertent mistake made by Dubzz in the formation and/or administration of this Contract; and/or
 - (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by Dubzz in respect of the Services.
- 5.2 If such an error and/or omission occurs in accordance with clause 5.1, and is not attributable to the negligence and/or wilful misconduct of Dubzz; the Client:
- (a) shall not be entitled to treat this Contract as repudiated nor render it invalid; but
 - (b) shall not be responsible for any additional costs incurred by Dubzz arising from the error or omission.
- 6. Change in Control**
- 6.1 The Client shall give Dubzz not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address and contact phone or fax number/s, change of trustees or business practice). The Client shall be liable for any loss incurred by Dubzz as a result of the Client's failure to comply with this clause.
- 7. Maintenance**
- 7.1 Where included in the provision of Services, Dubzz will provide the maintenance services in accordance with the terms set out in Dubzz's maintenance schedule, and the Client:
- (a) notwithstanding clause 23, will procure all necessary authorisations, licences and consents to enable Dubzz to have access to the Website in order to provide the Services;
 - (b) is required to pay monthly charges, which shall be specified, and due and payable, as per Dubzz's quotation, invoice/s or any other applicable document. Dubzz may adjust the charges from time to time (as per clause 8.2) upon providing one (1) month's written notice to the Client;
 - (c) must provide Dubzz with one (1) month's written notification for any cancellation of such Services, or one (1) month's charges for the Services shall be due in lieu of such notice.
- 8. Price and Payment**
- 8.1 At Dubzz's sole discretion the Price shall be either:
- (a) as indicated on any invoice provided by Dubzz to the Client; or
 - (b) Dubzz's quoted Price (subject to clause 8.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
- 8.2 Dubzz reserves the right to change the Price:
- (a) Dubzz agrees that there will be no charge in the preparation of the initial quotation, which may include Client discussions, project scoping, research, testing and business analysis, etc. However, in some instances the aforementioned services may be charged to the Client additionally (at Dubzz's sole discretion). In the event the Client requires proofs, mock-ups, layouts, samples or dummies or printed, typewritten or other good copy and/or edits, this shall be invoiced at Dubzz's hourly rate unless specified otherwise in the initial quotation, therefore, this variation shall be detailed on the invoice as per sub-clause (j); or
 - (b) when style, type or layout is left to Dubzz's judgement, and the Client makes further alterations to the copy; or

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- (c) any change or correction to any film, bromides, artwork and/or any printing surface supplied by the Client, and deemed necessary by Dubzz to ensure correctly finished work; or
 - (d) quotations are based on specifications, roughs, layouts, samples or dummies or printed, typewritten or other copy, any extra work or cost caused by any variation by the Client of their original instructions or by the copy being, in Dubzz's opinion, poorly prepared, or by the Client's requirements being different from those originally submitted or described; or
 - (e) all work carried out whether experimentally or otherwise at the Client's request will be charged to the Client; or
 - (f) any tabulated work and/or foreign language included in the job but not contained in the manuscript originally submitted for the purpose of estimating may be charged to the Client and shown as extras on the invoice; or
 - (g) unless otherwise agreed, the Client shall bear the cost of fonts, colour proofs, or artwork, specially bought at the Client's request for the job; or
 - (h) where the performance of any contract with the Client requires Dubzz to obtain products and/or services from a third party, the Contract between Dubzz and the Client shall incorporate, and shall be subject to, the conditions of supply of such products and/or services to Dubzz, and the Client shall be liable for the cost in full including Dubzz's margin of such products and/or services; or
 - (i) whilst every effort will be taken by Dubzz to match virtual colours with physical colours, Dubzz will take no responsibility for any variation between virtual sale samples and either the virtual sale sample displayed on the Client's computer and/or the final product. Should a physical sample be required this will be provided on request by the Client and will be charged for as an extra; or
 - (j) Dubzz reserves the right to amend the Price where there is any variation to the accepted plan of scheduled services, strategy, instructions or specifications, (including, but not limited to, as a result of additional purchases required such as "add-on" being modules or extension from third party companies which are used in creating the Client's Website or additional Services which will be charged for on the basis of Dubzz's standard hourly rates and time (and double such rate for any Services provided outside Dubzz's normal business hours); or
 - (k) the Client acknowledges that all Services and support for email are chargeable in addition to the Price;
 - (l) Dubzz shall not be held responsible for any amendments made by any third party before or after a design is published.
- 8.3 Variations will be charged for on the basis of Dubzz's quotation, and will be detailed in writing, and shown as variations on Dubzz's invoice. The Client shall be required to respond to any variation submitted by Dubzz within ten (10) working days. Failure to do so will entitle Dubzz to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.
- 8.4 At Dubzz's sole discretion a reasonable non-refundable deposit of up to fifty percent (50%) may be required.
- 8.5 Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/s determined by Dubzz, which may be:
- (a) on provision of the Services;
 - (b) by way of instalments/progress payments in accordance with Dubzz's payment schedule;
 - (c) for certain approved Clients, due twenty (20) days following the end of the month;
 - (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 Client by Dubzz.
- 8.6 Payment may be made by electronic/on-line banking, or by any other method as agreed to between the Client and Dubzz.
- 8.7 Dubzz may in its discretion allocate any payment received from the Client towards any invoice that Dubzz determines and may do so at the time of receipt or at any time afterwards. On any default by the Client Dubzz may re-allocate any payments previously received and allocated. In the absence of any payment allocation by Dubzz, payment will be deemed to be allocated in such manner as preserves the maximum value of Dubzz's Purchase Money Security Interest (as defined in the PPSA) in the Goods.
- 8.8 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by Dubzz nor to withhold payment of any invoice because part of that invoice is in dispute.
- 8.9 Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to Dubzz an amount equal to any GST Dubzz must pay for any supply by Dubzz under this or any other contract for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.
- 9. Nominated Sub-Contractors**
- 9.1 Dubzz shall engage sub-contractors, as specified in the quotation, acting solely as agent on behalf of the Client and the following shall apply:
- (a) Dubzz shall be entitled to enter into contracts with such sub-contractors in the name of the Client;
 - (b) the Client shall be responsible for all payments to such sub-contractors;
 - (c) where Dubzz pays the sub-contractor's account on behalf of the Client, the Client shall reimburse Dubzz for the payment of the sub-contractor's account together with an account-handling fee within seven (7) days (unless specified otherwise) from the date of submission of the account by Dubzz to the Client; and
 - (d) if the Client does not reimburse Dubzz within seven (7) days from the date of submission of the account in accordance with sub-clause (c) above, Dubzz shall be entitled to enforce any other rights Dubzz may have under clause 23.1.
- 10. Provision of the Services**
- 10.1 Each project is unique to a Client and the costings of a project are estimated and based on the requirements as defined by the Client at the initial meeting and shall include the hours and timeframe that Dubzz envisages it will take to complete, (subject to variations as per clause 8.2). The estimate covers the following:
- (a) all technical, mandatory requirements and assumptions clearly itemised and disclosed by the Client prior to the initiation of the project to ensure all expected features and functionality have been correctly estimated; and
 - (b) any additional work requested or required outside of the original estimate/scope needs to be agreed that Dubzz is entitled to re-estimate the charges and time-frame without prejudice; and

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- (c) amendments which is to be expected should be kept to a minimum by receiving the styling, text or content updates in batches in-line with the stage of the project, however, if in the opinion of Dubzz, there is the need for more than one round of amendments, then the agreed number of changes must be established, prior to the commencement of the project.
- 10.2 Dubzz may deliver the Services by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in these terms and conditions.
- 10.3 Any time specified by Dubzz for delivery of the Services is an estimate only and Dubzz will not be liable for any loss or damage incurred by the Client as a result of delivery being late. However both parties agree that they shall make every endeavour to enable the Services to be supplied at the time and place as was arranged between both parties. In the event that Dubzz is unable to supply the Services as agreed solely due to any action or inaction of the Client then Dubzz shall be entitled to charge a reasonable Fee for re-supplying the Services at a later time and date.
- 11. Product Specifications**
- 11.1 The Client acknowledges that all descriptive specifications, illustrations, drawings, data, dimensions, ratings and weights stated in Dubzz's or manufacturer's fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The Client shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the Contract, unless expressly stated as such in writing by Dubzz.
- 12. Risk**
- 12.1 The Client shall provide Dubzz with data in the following formats:
- (a) for text, files shall be in an electronic format as standard text (.txt), Word (.doc), Google (.doc, sheets, drive, slides or forms), on a USB, or via email;
 - (b) for images, in an electronic format as prescribed by Dubzz on a USB, Google drive, or via email with the images of a suitable quality applicable for the use intended and without any subsequent image processing being required. Dubzz shall not be responsible for the quality of images scanned from printed materials;
 - (c) additional expenses may be charged to the Client for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing or data entry services.
- 12.2 The Client acknowledges and agrees that Dubzz shall not be held responsible or liable for:
- (a) anything related to the Website or any other services provided;
 - (b) any supplied content breaching any Acts, legislation or regulations, unless due to the negligence of Dubzz;
 - (c) any loss, corruption, or deletion of files or data (including, but not limited to software programmes) resulting from illegal hacking or Services provided by Dubzz. Whilst Dubzz will endeavour to restore the Website, files or data (at the Client's cost), it is the sole responsibility of the Client to back-up any data which they believe to be important, valuable, or irreplaceable prior to Dubzz providing the Services. The Client accepts full responsibility for the Client's software and data and Dubzz is not required to advise or remind the Client of appropriate back-up procedures (unless included as part of the Services);
 - (d) any loss or damage to the Client's software or hardware caused by any 'updates' provided for that software.
- 12.3 Dubzz, its directors, agents or employees will not be liable in any way for any form of loss or damage of any nature whatsoever suffered, whether arising directly or indirectly, by the Client or any person related to or dealing with the Client out of, in connection with or reasonably incidental to the provision of the Services by Dubzz to the Client.
- 12.4 The Services are provided on an "as is, as available" basis. Dubzz specifically disclaims any other warranty, express or implied, including any warranty of merchantability or fitness for a particular purpose.
- 13. Client-Supplied Content or Materials**
- 13.1 Where the Client supplies content or materials to Dubzz for inclusion in the Services:
- (a) the Client acknowledges that any content or materials supplied to Dubzz for incorporation into the Services is subject to the approval of Dubzz and may, regardless of prior approval, be rejected and removed by Dubzz; and
 - (b) such content or materials will be held by Dubzz at the Client's risk; and
 - (c) Dubzz accepts no responsibility for imperfect work caused by defects in or unsuitability of such content or materials; and
 - (d) the Client warrants that all such content or materials supplied to Dubzz to be used for the provision of the Services shall:
 - (i) be true and correct in every particular; and
 - (ii) does not contain Prohibited Content; and
 - (iii) not be, nor contain, anything that is defamatory of any person or is indecent or obscene; and
 - (iv) complies with all laws, regulations, codes of practice, guidelines and any standards applicable to the advertising industry and as determined by any relevant regulatory agency or industry self-regulatory body (including, but not limited to, the Consumer Guarantees Act 1993, the Fair Trading Act 1986, GDPR, privacy legislation, the Unsolicited Electronic Messages Act 2007 and the Advertising Standards Code (ASA); and
 - (v) does not infringe copyright, trademark or any other legal rights of another person and/or entity (including the name and image of any person without their consent, etc.); and
 - (vi) does not contain anything which may give rise to any cause of action by a third against Dubzz (including, but not limited to, material that may cause damage or injury to any person and/or entity); and
 - (vii) is not false or misleading and is true in substance and in fact; and
 - (viii) not contain nor constitute a statement that is misleading or deceptive or likely to deceive or to mislead or which is otherwise in breach of a provision of the Fair Trading Act 1986 or any other applicable legislation; and
 - (ix) be in the form, and delivered up to Dubzz by the date, specified thereby. If the Client fails to adhere to this sub-clause, Dubzz shall not be liable to the Client in the event Dubzz is unable to provide the Services.

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- 13.2 The Client shall indemnify, and keep indemnified, Dubzz at all times against all actions, proceedings, claims, demands, liabilities, either express or implied, and all costs, losses, losses of profit, damages and expenses whatsoever which may be taken against Dubzz, or incurred or become payable by Dubzz, resulting or arising from the Client being in breach of clause 13.1
- 13.3 Imprints or any legal obligations required to appear on any printed or digital material are the responsibility of the Client. Dubzz reserves the right to place its imprint on all printed material unless specifically requested otherwise.
- 13.4 In the case of content or materials left with Dubzz without specific instructions, Dubzz shall be free to dispose of them at the end of thirty (30) days after receiving them, and to accept and retain the proceeds, if any, to cover Dubzz's own costs in holding and handling them.

14. Proof Reading

- 14.1 Whilst every care is taken by Dubzz to carry out the instructions of the Client, it is the Client's responsibility to undertake a final proof reading of the Goods, which will be sent to the Client and will be deemed accepted if no response is received by the Client within forty-eight (48) hours of Dubzz's submission thereof. Dubzz shall be under no liability whatever for any errors not corrected by the Client in the final proof reading, and should the Client's alterations require additional proofs this shall be invoiced as an extra in accordance with clause 8.2.

15. Website Development and Maintenance

- 15.1 Upon acceptance of Dubzz's quotation, and in accordance with this Contract, Dubzz will:
- (a) use its best endeavours to develop the Website in accordance with the Client's instructions and specifications; and
 - (b) to the extent specified in the Client's instructions and specifications, negotiate and procure any third-party agreements on behalf of the Client.
- 15.2 The Client acknowledges that the development of the Website by Dubzz is based upon current technology platforms (e.g. internet browsers, mobile, android, etc.), and therefore Dubzz cannot guarantee that Website features and /or content will display correctly, and that the overall visual experience will be the same, for use by either superseded or presently undeveloped technology.
- 15.3 The Client will, in addition to any other obligations expressed in this Contract, have the following responsibilities:
- (a) provision of all data to be incorporated into the Website;
 - (b) provision of logos, designs, graphic and related materials to be incorporated into the Website; and
 - (c) provision of any other information, ideas or suggestions which are to be expressly considered by Dubzz in developing the Website.
- 15.4 The Client will ensure that Dubzz is given such information and assistance as Dubzz reasonably requires to enable Dubzz to construct and maintain the Website.
- 15.5 It shall be the Client's responsibility to ensure that any specific requirements they may have for mobile web browsers is included in the brief, as, unless otherwise specified therein, the choice of web browsers and technology used in the development of the Website shall be at the sole discretion of Dubzz. In the event the Client requests additional work, in order to meet any specific requirements for mobile web browsers, after Dubzz has commenced work on the Website, shall be treated as a variation to the Price and a strict estimation of further work required shall be submitted to the Client for approval before proceeding with the variation work.
- 15.6 Dubzz will not be responsible for, and accepts no liability for, any deficiency or alleged deficiency in the Website which is attributable to:
- (a) incorrect information provided by the Client, either pursuant to this clause or otherwise; or
 - (b) failure by the Client to provide relevant information, either pursuant to this clause or otherwise; or
 - (c) any third-party products and/or services used by Dubzz in creation of the Website.
- 15.7 **Domain Registration**
- (a) The Client will be responsible for complying with all terms and conditions relating to any registered domain name, such as may be required by the 'Registry' that is responsible for administering the registration of such domain name.
- 15.8 **Public Access**
- (a) The Client understands that by placing information on the Website, such information may be accessible to all internet users. Dubzz does not (unless expressly requested by the Client) limit or restrict access to such information, nor protect such information from copyright infringement or other wrongful activity. The Client assumes full responsibility for their use of the Services, and it is the Client's sole responsibility to evaluate the accuracy, completeness and usefulness or all opinions, advice, services, and other information, and the quality and merchantability of all Services provided by Dubzz, or on the internet generally.

16. Social Network Tool

- 16.1 The Client acknowledges and accepts that:
- (a) where the Client wishes to engage a third party consultant to work on a project together with Dubzz, to carry out part of the Services, then the Client agrees to, in the first instance as an act of good faith, to advise of the proposed action prior to any engagement to ensure there is no issue or a conflict of interest;
 - (b) Dubzz does not guarantee the SNT's performance;
 - (c) display on the SNT does not guarantee the availability of any particular goods; therefore, all orders placed through the Client's Website as a result of any post or other communication posted shall be subject to confirmation of acceptance by the Client;
 - (d) the ability to post communications on a SNT may be unavailable from time to time due regularly scheduled maintenance and/or upgrades by the SNT provider;
 - (e) there are inherent hazards in electronic distribution, and as such Dubzz cannot warrant against delays or errors in posts appearing on any SNT.
- 16.2 With changes in technology, changes in internet use and SNT visiting patterns, particular SNT availability/life cycle, Dubzz may suggest changes to the original proposal and recommend an alternative service. Any such suggestions and/or recommendations shall be communication to the Client prior to implementation of any changes.
- 16.3 The Client acknowledges that:
- (a) all SNT used in the provision of the Services are subject to the terms and condition of service of the third party provider and as such it is the Client's responsibility to be familiar with those terms and conditions; and

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(b) in Dubzz's use of the Client's SNT, Dubzz is acting as the Client's agent and any liability arising from the use of the SNT account/s shall be the Client's responsibility.

17. Hosting Services

- 17.1 ("Live Date") means the date when the Client's domain points to Dubzz's hosting servers, or six (6) months following the Client signing Dubzz's terms and conditions, whichever is sooner.
- 17.2 Hosting services shall only be used by the Client for lawful purposes. Any use which violates any applicable national or international laws is strictly prohibited (e.g. posting or transmitting any unlawful, threatening, abusive, libellous, defamatory, obscene, offensive, indecent, pornographic, profane, or otherwise objectionable information of any kind – including, but not limited to, any transmission constituting or encouraging conduct that would constitute a criminal offense or give rise to civil liability).
- 17.3 Hosting services exclude domain registrations and Secure Sockets Layer (SSL) Certificates, and where the Client is changing from another hosting provider the install and set-up of the Website on Dubzz's web servers, which shall be charged to the Client additionally.
- 17.4 Dubzz will, at its sole cost and expense:
- (a) host the Website on Dubzz's web servers;
 - (b) ensure that from the Live Date:
 - (i) sufficient capacity is maintained on Dubzz's webserver to enable users access to the Website in a timely manner;
 - (ii) the Website is accessible to users in accordance with the agreed service levels (subject to reasonable downtime for server maintenance which has been notified to the Client prior to the commencement of the downtime or (where applicable) maintenance in accordance with clause 17.8);
 - (c) provide the Client with reasonable access to the Website to perform maintenance services.
- 17.5 Dubzz will not:
- (a) alter or amend content, or permit any person to alter or amend the Website without the written consent of the Client;
 - (b) post or display on the Website any advertisement, sponsorship or promotion without the written consent of the Client;
 - (c) use any user data for marketing, referral or other purposes except as expressly authorised by this Contract;
 - (d) sub-licence, rent, time-share, lease, lend or grant any rights to use the Website; or
 - (e) assign, transfer or authorise anyone else to exercise the rights in any licence granted pursuant to this Contract.
- 17.6 Dubzz will make best efforts to ensure that the Client receives continual and uninterrupted Services (including network or hosting servers) during the term of this Contract, however Dubzz does not in any way warrant or otherwise guarantee the availability of the Services, which shall be subject to regularly scheduled maintenance cycles, and many events/circumstances beyond the control of Dubzz. In no event, though, shall Dubzz be liable to the Client for damages (including loss of income) resulting from or in relation to any failure or delay (including server downtime, programming errors, lack of connection or slow connection) of Dubzz to provide Services under this Contract, or any loss of data, if such delays or failures are due to circumstances beyond our control. Such a failure or delay shall not constitute a default under this Contract.
- 17.7 Dubzz may, at their sole discretion, limit or deny access to the Services if, in the judgement of Dubzz, such limitations or denials of access are required to assure the security of the network, the integrity of the network structure, or to prevent damage to the network.
- 17.8 *Website Maintenance Services:*
- (a) subject to clause 7.1, Dubzz will provide the Website maintenance services in accordance with the maintenance terms set out in Dubzz's maintenance schedule;
 - (b) the Client will procure all necessary authorisations, licences and consents to enable Dubzz to have access to the Website in order to provide the maintenance services.
- 17.9 *Client's Obligations:*
- (a) the Client will, at its sole cost and expense:
 - (i) subject to any Contract with Dubzz for Website development, develop and maintain the Website;
 - (ii) provide the content to Dubzz, in such form as reasonably prescribed by Dubzz from time to time, and hereby grants Dubzz a non-exclusive, worldwide, irrevocable licence to use such content for the purposes of hosting the Website;
 - (iii) do all things reasonably necessary to enable Dubzz to host the Website on Dubzz's webserver;
 - (iv) change the type of hosting account used if that account is deemed by Dubzz to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the Website;
 - (v) is responsible for any fees payable and due to previous hosting organisations engaged by the Client;
 - (vi) ensure that content supplied to Dubzz do not contain Prohibited Content, a link to any Website that contains Prohibited Content, or any viruses, trojan horses, worms, time bombs, cancel bots or any other software program or routine designed for or capable of interfering with the operation of the hosting services.
 - (b) the Client will not:
 - (i) logon to an account that the Client is not authorised to access;
 - (ii) access data or take any action to obtain services not intended for the Client;
 - (iii) attempt to probe, scan or test the vulnerability of any system, subsystem or network;
 - (iv) tamper, hack, modify or otherwise corrupt or breach security or authenticity measures without proper authorisation;
 - (v) transmit any material outlined in clause 17.9(a)(vi); or
 - (vi) do anything that prevents or hinders Dubzz from providing hosting services to any other person.
 - (c) the Client acknowledges that spamming (i.e. the sending of unsolicited email), email address cultivation, or any unauthorised collecting of email addresses without prior notification of the email address owner is strictly prohibited.
- 17.10 *Network Traffic:*
- (a) network traffic shall be measured by Dubzz and may include all forms of traffic to and from the Website. Domestic data transfer is provided free of charge, but Dubzz reserves the right to suspend hosting services (at any time and without notice to the Client) for what it deems to be excessive traffic usage.
- 17.11 *Limitation of Liability for Hosting Services:*

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- (a) in consideration of clause 32.3, in the event the hosting services provided to the Client are disrupted or malfunction for any reason, Dubzz's liability shall be limited to damages which under no circumstances shall exceed the amount due and payable by the Client to Dubzz for the hosting services during the period of disruption or malfunction.
- 17.12 *Search Engine Optimisation (SEO):*
- (a) although Dubzz shall use their knowledge and experience to gain the best results possible, Dubzz gives no guarantee of the quality of visitor or the position / page rank or volume of visits to the Website, or warranty that the Website will be effective in promoting the Client's business or result in any increase in sales of the products/services of the Client. Periodic reporting will be sent to the Client's nominated email address, at the sole discretion of Dubzz.
- 18. Terms of Use**
- 18.1 The Client acknowledges and agrees that:
- (a) any attempt to circumvent domain parking restrictions by using selective HTTP redirects, or any other method, to send traffic from parked domains to Websites other than the main Website is strictly prohibited; if multiple domain names with separate content are required the appropriate account type must be used;
- (b) Dubzz does not allow the installation of the Client's own chat rooms on shared hosting accounts unless given express written permission by Dubzz; these types of services tend to be large system hogs and Dubzz cannot allow it as a default account option;
- (c) the Client is not permitted to run certain programs in the background on shared hosting servers; this tends to use a lot of system resources, and can impair service to other customers on that server. If the Client is unsure of whether or not their software falls into this category the Client should contact Dubzz;
- (d) Dubzz does not allow IRC or IRC bots to be operated on their servers. Any account found to be in violation of this provision will be immediately suspended and/or deactivated and no refund will be issued;
- (e) the Client must not sublease, sub-host or give away control of any portion of their internet hosting space and/or resources (including, but not limited to, e-mail accounts, space, bandwidth, ftp accounts or access to their self-managed consoles to third parties etc.) unless otherwise given permission in writing by Dubzz, as in the case of authorised reseller hosting accounts. Dubzz reserves the right to:
- (i) request contact details of the Client's current Website developer/webmaster in relation to the Client's hosting account;
- (ii) know who is accessing, and maintaining files on, Dubzz's servers.
- (f) file hosting and file storage services of any type is prohibited on all shared hosting accounts managed by Dubzz, unless Dubzz has given their express written permission. The Client must not use the shared hosting account as a dedicated download or file repository for use by external Websites unless arranged otherwise with Dubzz. Dubzz's shared hosting Services are strictly offered for Websites hosted on Dubzz's servers only; this does not mean that the Client cannot have downloads on their Website, this provision means that the Client cannot operate a website that specialises in downloads, and the Client may not use their shared hosting account as a storage repository for MP3s, games, videos, audio, music or other files not directly related to the Client's Website.
- 19. Title**
- 19.1 Dubzz and the Client agree that the Client's obligations to Dubzz for the supply of Services shall not cease (and ownership of any Goods shall not pass) until:
- (a) the Client has paid Dubzz all amounts owing to Dubzz; and
- (b) the Client has met all of its other obligations to Dubzz.
- 19.2 Receipt by Dubzz 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.
- 19.3 It is further agreed that until ownership of the Goods passes to the Client in accordance with clause 19.1:
- (a) the Client is only a bailee of the Goods and must return the Goods to Dubzz on request;
- (b) the Client holds the benefit of the Client's insurance of the Goods on trust for Dubzz and must pay to Dubzz the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed;
- (c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for Dubzz and must pay or deliver the proceeds to Dubzz on demand;
- (d) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of Dubzz and must sell, dispose of or return the resulting product to Dubzz as it so directs;
- (e) the Client irrevocably authorises Dubzz to enter any premises where Dubzz believes the Goods are kept and recover possession of the Goods;
- (f) Dubzz may recover possession of any Goods in transit whether or not Delivery has occurred;
- (g) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of Dubzz; and
- (h) Dubzz may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.
- 20. Personal Property Securities Act 1999 ("PPSA")**
- 20.1 Upon assenting to these terms and conditions in writing the Client 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 Goods that have previously been supplied and that will be supplied in the future by Dubzz to the Client, and the proceeds from such Goods as listed by Dubzz to the Client in invoices rendered from time to time.
- 20.2 The Client undertakes to:

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- (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 Dubzz may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
 - (b) indemnify, and upon demand reimburse, Dubzz for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby;
 - (c) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods or the proceeds of such Goods in favour of a third party without the prior written consent of Dubzz; and
 - (d) immediately advise Dubzz of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 20.3 Unless otherwise agreed to in writing by Dubzz, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA.
- 20.4 The Client shall unconditionally ratify any actions taken by Dubzz under clauses 20.1 to 20.3.
- 20.5 Subject to any express provisions to the contrary (including those contained in this clause 20), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

21. Security and Charge

- 21.1 In consideration of Dubzz agreeing to supply the Goods, the Client 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 Client either now or in the future, and the Client grants a security interest in all of its present and after-acquired property, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money). The terms of the charge and security interest are the terms of Memorandum 2018/4344 registered pursuant to s.209 of the Land Transfer Act 2017.
- 21.2 The Client indemnifies Dubzz from and against all Dubzz's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Dubzz's rights under this clause.
- 21.3 The Client irrevocably appoints Dubzz and each director of Dubzz as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 21 including, but not limited to, signing any document on the Client's behalf.

22. Consumer Guarantees Act 1993 and the Fair Trading Act 1986

- 22.1 If the Client is acquiring Goods for the purposes of a trade or business, the Client acknowledges that the provisions of the Consumer Guarantees Act 1993 ("CGA") do not apply to the supply of Goods by Dubzz to the Client.
- 22.2 Dubzz agrees to abide by the provisions of the Fair Trading Act ("FTA").

23. Intellectual Property

- 23.1 Where Dubzz has designed, drawn or developed Goods for the Client (including but not limited to, any information regarding strategies and other marketing methodologies etc.), then the copyright in those Goods shall remain the property of Dubzz, and the Client undertakes to acknowledge Dubzz's design or drawings in the event that images of the Goods are utilised in advertising or marketing material by the Client. Under no circumstances may such designs, drawings and documents be used without the express written approval of Dubzz.
- 23.2 Drawings, wireframes, mock-ups, style guides, sketches, painting, photographs, designs or typesetting furnished by Dubzz, dummies, models or the like devices made or procured and manipulated by Dubzz, and negatives, positives, blocks, engravings, stencils, dies, plates or cylinders made from Dubzz's original design, or from a design furnished by the Client, remain the exclusive property of Dubzz, unless otherwise agreed upon in writing.
- 23.3 Sketches and dummies submitted by Dubzz on a speculative basis shall remain the property of Dubzz. They shall not be used for any purpose other than that nominated by Dubzz and no ideas obtained there from may be used without the consent of Dubzz, and Dubzz shall be entitled to compensation from the Client for any unauthorised use of such sketches and dummies.
- 23.4 The Client warrants that all designs, specifications or instructions given to Dubzz will not cause Dubzz to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify Dubzz against any action taken by a third party against Dubzz in respect of any such infringement.
- 23.5 The Client agrees that Dubzz may (at no cost) use for the purposes of marketing or entry into any competition, any Goods which Dubzz has created for the Client and/or any Services provided to the Client.
- 23.6 Dubzz does not accept commissions to provide Services based on copyright works; subject to the Copyright Act 1994 and any amendments thereto and the conditions therein. The Client shall be entitled, on payment of all monies due to Dubzz, to an irrevocable, non-exclusive and non-transferable license to use Dubzz's intellectual property for the specific purpose, and such intellectual property shall not be used for any purpose other than that nominated by Dubzz and no ideas obtained therefrom may be used without the consent of Dubzz. Dubzz does not supply their Services nor reproduce or create derivative work and any such derivative work shall not infringe on Dubzz's intellectual property, and any statutory compliance associated with it. Dubzz shall be entitled to compensation from the Client for any unauthorised use of Dubzz's intellectual property.
- 23.7 Where Dubzz has provided photographic (digital or otherwise) images for the Client, at Dubzz's sole discretion, any such images may be subject to ongoing licence payments for use of such images. The period of any such licence is determined by Dubzz from time to time.
- 23.8 Notwithstanding anything herein, the intellectual property rights in Dubzz's Services do not vest in the Client and there is no assignment of these intellectual property rights to the Client. Dubzz hereby grants to the Client an irrevocable, non-exclusive and non-transferable licence to use and reproduce the Services for the purposes of this Contract only, and solely for the operation of the Client's business however, the Client shall not use nor make copies of such intellectual property in connection with any work or business other than the work or business specified in writing to Dubzz unless express approval is given in advance by Dubzz. Such license shall terminate on default of payment or any other terms of this Contract by the Client.
- 23.9 All Flash, PHP, Java Script, HTML and Dynamic HTML coding and other supplied code (if any):

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- (a) remains the intellectual property of Dubzz if created by Dubzz. Copying or disseminating the code for any purpose whatsoever is strictly forbidden and will be a breach of copyright; and
- (b) as part of a third party template or software remains the property of the third party.
- 23.10 Each party agrees to treat all information and ideas communicated to it by the other confidentially and agree not to divulge it to any third party, without the other party's written consent. The parties will not copy any such information supplied, and will either return it or destroy it (together with any copies thereof) on request of the other party.
- 24. Confidentiality**
- 24.1 Each party agrees to treat all information and ideas communicated to it by the other confidentially and agree not to divulge it to any third party, without the other party's written consent. The parties will not copy any such information supplied, and will either return it or destroy it (together with any copies thereof) on request of the other party.
- 25. Default and Consequences of Default**
- 25.1 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 Dubzz's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 25.2 If the Client owes Dubzz any money the Client shall indemnify Dubzz from and against all costs and disbursements incurred by Dubzz in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Dubzz's collection agency costs, and bank dishonour fees).
- 25.3 Further to any other rights or remedies Dubzz may have under this Contract, if a Client has made payment to Dubzz, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Dubzz under this clause 23.1 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this Contract.
- 25.4 Without prejudice to Dubzz's other remedies at law Dubzz shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Dubzz shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to Dubzz becomes overdue, or in Dubzz's opinion the Client will be unable to make a payment when it falls due;
- (b) the Client has exceeded any applicable credit limit provided by Dubzz;
- (c) the Client 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
- (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
- 26. Cancellation**
- 26.1 Without prejudice to any other remedies the parties may have, if at any time either party is in breach of any obligation (including those relating to payment) under these terms and conditions the other party may suspend or terminate the supply of Services or purchase of Goods to the other party. Neither party will be liable for any loss or damage the other party suffers because one of the parties has exercised its rights under this clause.
- 26.2 If Dubzz, due to reasons beyond Dubzz's reasonable control, is unable to deliver any Goods or provide Services to the Client, Dubzz may cancel any Contract to which these terms and conditions apply or cancel delivery of Goods or Services at any time before the Goods or Services are delivered by giving written notice to the Client. On giving such notice Dubzz shall repay to the Client any money paid by the Client for the Goods or Services. Dubzz shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 26.3 The Client may cancel delivery of the Goods and/or Services by written notice served within twenty-four (24) hours of placement of the order. Failure by the Client to otherwise accept Delivery of the Goods and/or Services shall place the Client in breach of this Contract.
- 26.4 Either party may, terminate these terms and conditions or cancel provision of the Services:
- (a) prior to the commencement of the Services, in the event that after consultation with the Client, Dubzz determines it is not technically, commercially or operationally feasible to provide the Services to the Client;
- (b) if a term is specified, at any time after the end of the term by giving one (1) months' notice to the other party;
- (c) failure to give notice of intention to cancel at least one (1) month prior to the expiration date of the term, the term shall automatically renew on a monthly basis, unless cancelled by way of the Client providing Dubzz with one (1) months' notice.
- 26.5 In the event of the premature termination of this Contract (including by notification from the Client, (at least one (1) month prior to the expiration date of the contract term), or as a result of Default, but excluding any breach or termination of this Contract by Dubzz), the Client shall be responsible for the immediate payment of the following sums:
- (a) all monies due and payable up to the date of termination whether periodic or a fixed term, (noting applicable rates may change if the services agreement is shorter than that noted in the Quotation); and
- (b) all other sums owing by the Client under this Contract directly as a result of the Default and termination of this Contract, which shall be calculated on the basis of any substantiated costs reasonably incurred by Dubzz, or a minimum of twenty percent (20%) of the remainder of the Price under this Contract, whichever is the lesser, where a fixed term applies (to cover such costs imposed by Dubzz third party suppliers that form part of, this Contract, without any margin added by Dubzz thereto).
- 26.6 If the Client does not attend the scheduled meetings on the agreed day and time and there has been no request to rebook, the Client shall still be obligated to pay a minimum of one (1) hour of Dubzz's hourly rate.
- 27. Limitation of Liability and Indemnity**
- 27.1 Dubzz accepts no liability whatsoever for any defect, error or omission in any Services approved by the Client, and will not be responsible for any costs or losses incurred by the Client by reason of any error in the Services (including, but not limited to, offering any refund or credit).
- 27.2 The Client agrees to indemnify Dubzz, its employees, agents and affiliates, and their employees and agents against any action, claim, loss or expense arising from the production of Goods and/or publication of the Services, cancellation of, or failure to produce the Goods and/or publish

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- any Services, and all costs, losses and expenses suffered or incurred by Dubzz, its employees, agents and affiliates, and their employees and agents as a result of any breach by the Client of these terms and conditions, or any other agreement between the Client and Dubzz.
- 27.3 The Client acknowledges that, due to the nature of digital display, technical difficulties may arise which could prevent the provision of the Services; and the Client, therefore, agrees to indemnify Dubzz against any costs or losses incurred by the Client as a result of this.

28. Privacy Policy

- 28.1 All emails, documents, images or other recorded information held or used by Dubzz is “**Personal Information**” as defined and referred to in clause 28.3 and therefore considered confidential. Dubzz acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 2020 (“the Act”) including Part II of the OECD Guidelines as set out in the Act. Dubzz acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client’s Personal Information, held by Dubzz that may result in serious harm to the Client, Dubzz will notify the Client in accordance with the Act. Any release of such Personal Information must be in accordance with the Act and must be approved by the Client by written consent, unless subject to an operation of law.
- 28.2 Notwithstanding clause 28.1, privacy limitations will extend to Dubzz in respect of Cookies where the Client utilises Dubzz’s website to make enquiries. Dubzz agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Client’s:
- (a) IP address, browser, email client type and other similar details;
 - (b) tracking website usage and traffic; and
 - (c) reports are available to Dubzz when Dubzz sends an email to the Client, so Dubzz may collect and review that information (“collectively Personal Information”)
- If the Client consents to Dubzz’s use of Cookies on Dubzz’s website and later wishes to withdraw that consent, the Client may manage and control Dubzz’s privacy controls via the Client’s web browser, including removing Cookies by deleting them from the browser history when exiting the site.
- 28.3 The Client authorises Dubzz or Dubzz’s agent to:
- (a) access, collect, retain and use any information about the Client;
 - (i) including, name, address, D.O.B, occupation, driver’s license details, electronic contact (email, Facebook or Twitter details), and other contact information (where applicable), previous credit applications, credit history or any overdue fines balance information held by the Ministry of Justice for the purpose of assessing the Client’s creditworthiness; or
 - (ii) for the purpose of marketing products and services to the Client.
 - (b) disclose information about the Client, whether collected by Dubzz from the Client directly or obtained by Dubzz 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 Client.
- 28.4 Where the Client is an individual the authorities under clause 28.3 are authorities or consents for the purposes of the Privacy Act 2020.
- 28.5 The Client shall have the right to request (by e-mail) from Dubzz, a copy of the Personal Information about the Client retained by Dubzz and the right to request that Dubzz correct any incorrect Personal Information.
- 28.6 Dubzz will destroy Personal Information upon the Client’s request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.
- 28.7 The Client can make a privacy complaint by contacting Dubzz via e-mail. Dubzz will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within twenty (20) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Privacy Commissioner at <http://www.privacy.org.nz>.

29. Service of Notices

- 29.1 Any written notice given under this Contract shall be deemed to have been given and received:
- (a) by handing the notice to the other party, in person;
 - (b) by leaving it at the address of the other party as stated in this Contract;
 - (c) by sending it by registered post to the address of the other party as stated in this Contract;
 - (d) if sent by email to the other party’s last known email address.
- 29.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.

30. Trusts

- 30.1 If the Client at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust or as an agent for a trust (“Trust”) then whether or not Dubzz may have notice of the Trust, the Client covenants with Dubzz as follows:
- (a) the Contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust, the trustees and the trust fund;
 - (b) the Client has full and complete power and authority under the Trust or from the Trustees of the Trust as the case maybe to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust, the trustees and the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity;
 - (c) the Client will not during the term of the Contract without consent in writing of Dubzz (Dubzz will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
 - (i) the removal, replacement or retirement of the Client as trustee of the Trust;
 - (ii) any alteration to or variation of the terms of the Trust;
 - (iii) any advancement or distribution of capital of the Trust; or
 - (iv) any resettlement of the trust fund or trust property.

31. Jurisdiction

- 31.1 The Website (excluding any linked third party sites) is controlled by Dubzz from their principal business premises in New Zealand. It can be accessed from countries around the world to the extent permitted by the Website. As each country has laws that may differ from New Zealand, by accessing this Website, the Client agrees that the laws and statutes of New Zealand shall apply to any dealings, actions or claims arising out of, or in relation to, this Contract, or the Client's use of the Website, irrespective of any conflict with any laws and statutes applicable to the Client's country of domicile.
- 31.2 The Client further acknowledges and agrees that the filing of a claim against Dubzz (if any) must be made in New Zealand in which their principal business premises is domiciled, and that any legal proceedings will be conducted in English.
- 31.3 Dubzz makes no representation that Services offered through the Website are appropriate, available or suitable for use in countries outside of New Zealand, and accessing and/or utilising any Content from, or through, the Website which is illegal in your country of domicile is strictly prohibited.

32. General

- 32.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party'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.
- 32.2 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 Rotorua, New Zealand.
- 32.3 Subject to the CGA, the liability of Dubzz and the Client under this Contract shall be limited to the Price.
- 32.4 Dubzz may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Client's consent provided the assignment does not cause detriment to the Client.
- 32.5 The Client cannot licence or assign without the written approval of Dubzz.
- 32.6 Dubzz may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of Dubzz's sub-contractors without the authority of Dubzz.
- 32.7 The Client agrees that Dubzz may amend their general terms and conditions for subsequent future Contracts with the Client by disclosing such to the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for Dubzz to provide Goods to the Client.
- 32.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global pandemics and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government imposed border lockdowns (including, worldwide destination ports), etc, ("Force Majeure") or failure or outage of any telecommunications links or other connections forming part of the Internet or other event beyond the reasonable control of either party. This clause does not apply to a failure by the Client to make any payment due to Dubzz, following cessation of a Force Majeure.
- 32.9 Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.