



# TERMS AND CONDITIONS

Disruption Ventures Ltd will endeavour to operate in good faith at all times. It is part of our ethos to seek a friendly, open, honest and mutually-beneficial relationship with our clients. It is, however, important to agree to certain contractual aspects in order to protect both parties. By undertaking a project with Disruption Ventures Ltd, you (hereinafter 'the Client') are agreeing to the following terms and conditions.

## 1. Relationship of the Parties

The parties intend that an independent contractor relationship will be created, and that no partnership, joint venture or employee/employer relationship is intended or implied, unless otherwise set out and agreed in writing.

## 2. Project Process

Disruption Ventures Ltd will provide the Client with a project proposal containing start and finish dates, key milestones and an estimate of costs. Once agreed, or revised and agreed, this proposal will form the basis of work on the project.

Once the initial project proposal has been agreed, Disruption Ventures Ltd will commence work accordingly, providing that the Client has provided:

- Any initial or final data required, along with any information, logos, designs, graphic and/or related materials necessary for development of the project.
- Any deposit, part-payment(s) and third party costs required.

Should the Client seek changes or provide additional material for inclusion in the project after the initial proposal has been accepted,

Disruption Ventures Ltd may quote for additional costs and/or charge for any additional third party fees that will be incurred.

During the development of the project, Disruption Ventures Ltd may at times provide demonstration versions to the Client. When both Disruption Ventures Ltd and the client are agreed that this work meets the requirement, then Disruption Ventures Ltd may invoice for the work to date. If such agreement is not reached, then Disruption Ventures may invoice for a part of the amount due. At Disruption Ventures Ltd's sole discretion, work on the project may be suspended until payment has been received.

### 3. Acceptance Testing

The Client will complete any acceptance testing within two weeks of the completion of the project, as set out in the initial proposal or subsequently revised and agreed. Unless otherwise advised by the Client, or specified in the initial proposal, this date will mark the end of the project.

If, during the project process, the Client requests functionality or content that is additional or different to that in the initial proposal, Disruption Ventures Ltd may provide a time-plus-materials quote which will be in addition to the cost of the project.

All online projects will be designed to work responsively within mainstream PC and Mac operating environments. In some cases mobile devices, such as phones and tablets, may require a special template design for optimal viewing. This is typically, though not always, an extra service.

### 4. Copyright

All material supplied by the Client, including data, text and images, and used during the initial development of the project, will remain the Client's property. All such material will be assumed to be the property of the Client, although Disruption Ventures Ltd may use it during the project without fear of breach of copyright laws.

The ownership of material provided by Disruption Ventures Ltd, such as HTML code, graphics, photographs and text, is vested in Disruption

Ventures Ltd or third parties until such time as full payment is received for completion of the project. At this point ownership of Disruption Ventures Ltd's material will be transferred to the client.

Notwithstanding the above, Disruption Ventures Ltd retains copyright over all software and application code provided as part of the project. Unless otherwise agreed in writing, the Client will be granted a single use, single site, source code license to the software code. The Client may not sell or redistribute the software code. Unless otherwise agreed, the Client may not use the software code in more than one installation.

Unless otherwise agreed in writing, the Client acknowledges that Disruption Ventures Ltd may accept jobs from other clients to develop projects with the same or similar functionality. In doing so, Disruption Ventures Ltd may replicate and exploit all techniques, structures, designs and individual modules of program code used in the creation of the project.

## 5. GST

All prices are quoted exclusive of GST. GST is payable by New Zealand residents, however this cost does not apply to overseas orders.

## 6. Terms of Payment

An invoice for one third of the price for the project, plus any third party costs, will be provided by Disruption Ventures Ltd on acceptance of the proposal. Unless otherwise agreed, this invoice must be paid before the project can commence.

Once the project is complete and approved by the Client all remaining costs and fees will be invoiced. Payment for this invoice shall be made within seven days of the date of issue of the invoice unless otherwise arranged.

If the Client is responsible for withholding information or materials necessary for completion, the project is deemed completed and payable in full 60 days after the initial start date.

If Disruption Ventures Ltd is forced to hand the account over to a debt collection agency for collection, the Client will be liable for any collection costs incurred.

## 7. Maintenance

Disruption Ventures Ltd provides maintenance and support services for its clients; however, unless otherwise agreed, any such services or updates are outside the scope of the project. Where updates are required, Disruption Ventures Ltd will provide time and materials-based quotes for this work.

## 8. Termination

Either party may terminate their agreement with the other by providing 31 working days' written notice to the other party.

Disruption Ventures Ltd reserves the right to cease immediately without liability to provide the service and to terminate this agreement if the Client goes into liquidation or bankruptcy, or if the Client fails to meet any obligations laid out in the proposal, as accepted, or any of the terms and conditions herein.

If at any point during the development of the project the Client wishes to cancel, they may do so. However, the Client will be invoiced an amount that Disruption Ventures Ltd judges to be proportional to the amount of work completed on the project.

If the total amount of work completed equals less than the deposit paid by the client, Disruption Ventures Ltd will refund the portion of payment not used, not including any third party fees that cannot be recovered. If the total amount of work completed is more than the portion invoiced, Disruption Ventures Ltd has the right to invoice for the extra hours completed at a fair and reasonable rate.

## 9. Assignment and Delegation

Disruption Ventures Ltd may assign or transfer its rights and responsibilities relating to this project to another party.

Disruption Ventures Ltd may also subcontract the performance of any of its responsibilities relating to this project to another party.

The Client may not assign or transfer any rights or responsibilities relating to this project to anyone else without prior written consent from Disruption Ventures Ltd.

#### 10. Liabilities

The Client agrees that Disruption Ventures Ltd will not be liable for any indirect or consequential damages, including but not limited to, loss of profits or for any claim made on the Client by any other party, even though Disruption Ventures Ltd may have been notified of such damage or claims.

Disruption Ventures Ltd shall not be liable to the Client for any loss or damage directly or indirectly arising out of or in connection with any delay in delivery of the goods or failure to perform its obligations, where such delay is caused directly or indirectly by an act of God, armed conflict, labour dispute, civil commotion, intervention of a government, inability to obtain labour, materials or manufacturing facilities, third party service failures, accidents, interruptions of, or delay in, transportation or any other cause beyond the control of Disruption Ventures Ltd.

The Client agrees to defend, indemnify and hold Disruption Ventures Ltd harmless from and against any and all claims, losses, liabilities and expenses (including attorneys' fees) related to or arising out of the services provided by Disruption Ventures Ltd to the Client in the course of this project, including without limitation claims made by third parties (including the Client's customers) related to any false advertising claims, liability claims for products or services sold by the Client, claims for patent, copyright or trademark infringement, claims due to disruption or malfunction of services provided hereunder (including malfunction of any web site/software or internet service), or for any content submitted by the Client for publication.

If Disruption Ventures Ltd is found to be liable to the Client then its liability for any single event or series of related events is limited to the fees.

Due to the public nature of the Internet, all material submitted by the Client for publication online will be deemed publicly accessible.

Disruption Ventures Ltd does not screen in advance customer material submitted for publication. Publication of material submitted by the Client does not create any express or implied approval by Disruption Ventures Ltd of such material, nor does it indicate that such material complies with the terms of the project.

#### 11. Applicable Law

The Consumer Guarantees Act 1993 may apply to any services provided if the Client acquires these services for personal, domestic or household use. If this act applies, then all rights the Client may have under it apply in addition to the rights Disruption Ventures Ltd has in accordance with the agreed proposal and these terms and conditions. Nothing herein will limit or exclude the Client's rights under this act.

Where the Client acquires or holds itself out as acquiring services for the purpose of a business, then the Client agrees that the provisions of the Consumers Guarantee Act 1993 will not apply to the project or the provision of any other services to the Client.

This document shall be deemed to be an agreement made in New Zealand and shall be subject to, governed by and interpreted in accordance with the laws of New Zealand.

#### 12. Non Waiver

Failure by any party to enforce any right or obligation with respect to any matter arising in connection with this agreement shall not constitute a waiver as to that matter or any other matter either then or in the future. Any waiver of any right or obligation under this agreement shall only be of any force and effect if such waiver is in writing and is expressly stated to be a waiver of a specified right or obligation under this agreement.