



## Terms & Conditions

**Dated:** 10 April 2019

These Terms and Conditions ("Terms and Conditions") are related to the provision of the software-as-a-service subscription between Trev Holdings Limited ("Company") and the subscribed customer ("Customer"). The Customer's payment of the Service Fees shall be deemed the Customer's agreement to these Terms and Conditions.

### 1. Definitions

1.1 In these Terms and Conditions, unless the context otherwise requires:

- (a) "Administrator" means the person or persons appointed on behalf of the Customer to authorise transactions through the Customer Account as notified by the Customer to the Company by email or through the Website and may be amended or removed from time to time by the Customer.
- (b) "Aggregate/Anonymous Data" means data or information generated by aggregating data (including Customer Content) so that results are non-personally identifiable with respect to the Customers or its Authorised Users.
- (c) "Agreement" means the agreement between the Customer and the Company for the provision of the Company Services which are subject to these Terms and Conditions.
- (d) "Authorised Users" means each Customer, Administrator and person or persons appointed by Administrator with varying access rights (to be determined by the Administrator at its discretion) to use and access the Company Services, Customer Content and Customer Account. Authorised Users may include, but are not limited to the Customer's employees, Registered Farms and authorised external third-party consultants or suppliers for which the Customer allows access and use of Company Services and Customer Account.
- (e) "Company" means Trev Holdings Limited.
- (f) "Company Services" means the specific proprietary software-as-a-service product(s) of the Company, including software and tools provided by the Company on the Website for the purposes of posting, archiving, managing, displaying, organising, receiving, sharing, manipulating and distributing Customer Content.
- (g) "Company Technology" means the Company Services, any and all related or underlying documentation, technology, code, know-how and Intellectual Property Rights, including anything delivered as part of support or other services, any updates, modifications or derivative works of any of the foregoing.
- (h) "Customer" means the person or entity identified as the subscribed customer and/or identified on the tax invoice who holds a Customer Account.
- (i) "Customer Account" means the Customer's account held with the Company to access and use the Company Services and Customer Content.
- (j) "Customer Content" means any data, information, text, images, graphs, charts, reports, milk production and target data, farm or livestock data, videos and any other information that may be transmitted, uploaded, submitted or otherwise provided by the Customer for use in conjunction with the Company Services, including any information, reports, graphs or technical data that the Company Services generate for the Customer based solely on the input of Customer Content ("Generated Content"). The Customer Content will become public to Authorised Users who are authorised to use and access the Customer Account, so the Customer should only provide Customer Content that it wishes other Authorised Users to review and/or exchange.
- (k) "Intellectual Property Rights" means all industrial and intellectual property rights and interests (including common law rights and interests) of any kind including but not limited to copyright (including rights in computer software), trade mark, service mark, design, patent, trade secret, semi-conductor or circuit layout

rights, trade, business, domain or company names, moral rights, know how or other proprietary rights (whether or not any of these are registered and including any application for registration).

- (l) "Login User ID" means a personalised email address and confidential password for each Authorised User which enables the Company to identify each Authorised User, and that can be accessed when using the Company Services. When the Login User ID is used by each Authorised User it gives access to the Company Services and the Customer Account.
- (m) "Registered Farm" means any farms or entities that the Customer authorises as an Authorised User.
- (n) "Service Fees" means the fees which cover the provision of the Company Services during the Term payable by the Customer.
- (o) "Start Date" will be agreed by the Company and the Customer and will commence when the Company makes the Company Services available to the Customer via the Website.
- (p) "Term" means the period during which the Company Services will be provided by the Company to the Customer, including the Initial Term and any Renewal Term defined in clause 4.
- (q) "Website" means [www.mytrev.com](http://www.mytrev.com) and [go.mytrev.com](http://go.mytrev.com).
- (r) "Working Day" means any day of the week other than, Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day (if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday).

### 2. Access and Account Setup

- 2.1 Initial registration will be performed manually by a designated Company representative.
- 2.2 As part of the registration process, the Customer must provide information to create an administrative Login User ID that will be used to set up the Customer Account for the Company Services. The Customer will need to register at least one individual as an Administrator, who has the highest level of rights and responsibilities in relation to the Customer Account. If there is no Administrator allocated in the Customer Account, the Company may, in its discretion, act as a temporary Administrator and/or suspend or withdraw the Customer's access to the Customer Account and Company Services.
- 2.3 Every Administrator is also an Authorised User of the Customer Account and the functions of an **Administrator** may include, but are not limited to, the following:
  - (a) Creating, editing and administrating the setup of Authorised Users;
  - (b) assigning and designating levels of access rights for each Authorised User;
  - (c) resetting Login User IDs for Authorised Users;
  - (d) creating, editing, uploading, viewing, transferring, sending, receiving and sharing Customer Content on the Customer Account;
  - (e) disabling or restricting access for Authorised Users; and
  - (f) receiving all notices from the Company in relation to the Company Services.
- 2.4 The appointment of, and access of rights granted to Authorised Users are at the Customer's discretion. The Customer must keep all Login User IDs and other authentication details secure. The Company is not responsible for any fraudulent acts or disclosure of information occurring due to an inappropriate allocation of these rights by the Customer, Administrator or Authorised Users.
- 2.5 Each Authorised User will be set up by the Administrator and will have the ability to authorise transactions on the Customer Account within the limits (if any) established by the Administrator and any limited access rights set by the Company from time to time. The functions of an **Authorised User** may, but is not limited to, include the following:
  - (a) viewing and accessing the Customer Account and Customer Content;
  - (b) authorising transactions for the Company Services as authorised by the Customer and/or Administrator;
  - (c) creating, uploading, transmitting, submitting, viewing,

sharing and dealing with Customer Content and any other information or data on the Customer Account;

- 2.6 The Customer must ensure all Authorised Users comply with the provisions of these Terms and Conditions applicable to the Customer as if Authorised Users were a party to these Terms and Conditions. If any Authorised User stops working for, or is no longer authorised by the Customer, the Customer and/or Administrator must immediately terminate the Authorised User's access to the Customer Account and any Company Services. The Customer will be responsible for any and all actions taken using the Customer Account and Login User ID. The Customer and/or Administrator must notify the Company immediately of any breach of security or unauthorised use of the Customer Account or Company Services.
- 2.7 The Customer must ensure that the Customer Content does not relate to the business of a third party unless the Customer has the right to hold that information on behalf of a third party; or the information is in the public domain; or the information enters into the public domain other than by breach of the Terms and Conditions.
- 2.8 The Customer must not, unless it obtains the Company's prior written consent, sell, resell or provide to third parties any of the Company Services provided by the Company under the Terms and Conditions.

### 3. Company Services

- 3.1 During the Term, the Company grants to the Customer and its Authorised Users a non-exclusive and non-transferrable right to use and access the Company Services solely for the Customer and its Authorised Users business purposes during the Term and only as authorised in these Terms and Conditions.
- 3.2 The Company may from time to time and at its discretion introduce upgrades and updates to the Company Services. The Company will use its best endeavours to ensure that such upgrades and updates will not detrimentally affect the core functionality of the Company Services.
- 3.3 The Customer authorises the Company to send to it from time to time information about other products and services offered by the Company.
- 3.4 The Customer may permit an Authorised Users to use and access the Customer Account provided their use is for the Customer's benefit only and remains in compliance with these Terms and Conditions. The Customer will be responsible and liable for all Authorised Users' use and access and their compliance with these Terms and Conditions.

### 4. Term and Termination

- 4.1 The Term will commence on the Start Date and continues for the duration of the Initial Subscription Term. The Term will continue in effect for a period of twelve (12) months ("the Initial Term") unless earlier terminated as provided in these Terms and Conditions. Upon expiry of the Initial Term, the Term shall automatically renew for successive renewal terms of twelve (12) months each (each a "Renewal Term") unless earlier terminated as provided in these Terms and Conditions.
- 4.2 Notwithstanding clause 4.1, the Customer or Company may terminate the subscription for the Company Services as a result of a material breach of the Terms and Conditions by the other party, if (a) such party provides written notification to the other party of the material breach, and (b) such material breach is not resolved within thirty (30) Working Days of notification, or, in the case of a failure to pay Service Fees in a timely manner by the Customer after a ten (10) Working Day late payment period.
- 4.3 The Customer has the right to terminate the subscription of Company Services at any time during the Renewal Term, but latest one (1) month before the end of the Renewal Term. If the Customer terminate the subscription for Company Services at any time during the Renewal Term, the Customer can only do so if the Customer advises the Company and pays the remaining balance of the Services Fees payable in respect of the Renewal Term. In the event of an early termination of the Term for any reason, the Customer's access and use of the Company Services shall cease immediately.

### 5. Ownership and Use of Customer Content

- 5.1 The Customer will retain all right, title and interest (including any Intellectual Property Rights) in and to the Customer Content (excluding any Company Technology).
- 5.2 Subject to payment of the Service Fees, the Company will make the Content readily available to the Customer on a rolling twelve (12) month basis through the provision of the Company Services. Fees may be charged by the Company if the Customer requires

Content over 12 months old.

- 5.3 The Customer hereby grants the Company a non-exclusive, royalty free, fully paid up, sublicensable, worldwide right and license to use, reproduce, modify, display, perform, distribute and create derivative works (including Generated Content) of the Customer Content to:
- (a) the extent necessary to provide the Company Services and related services to Customer and its Authorised Users pursuant to these Terms and Conditions, including Company's subcontractors and hosting providers required to support the Company Services;
  - (b) generate Aggregate/Anonymous Data for use, disclosure and sharing in accordance with clause 6 below; and
  - (c) enable the secure exchange of Customer Content between the Customer and Authorised Users and other third parties which have been appointed and granted access rights to Company Services and Company Account.
- 5.4 The Company will not exchange Customer Content which has been uploaded on or through Company Services by the Customer and/or Authorised Users except:
- (a) where the Company is required by law to do so;
  - (b) where the Company is permitted and authorised by the Company to do so pursuant to the rights granted in clause 5.3;
  - (c) to the extent that its forms part of Aggregate/Anonymous Data used, disclosure and shared pursuant to clause 6;
  - (d) as required to enable the Customer and Authorised Users to communicate (directly or indirectly) with each other on or through the Company Services; or
  - (e) where the Customer and/or Administrator settings provide that Company may disclose or share (or the Customer and/or Administrator have otherwise consented to the Company disclosing or sharing) Customer Content and Generated Content with third parties, which may include, but are not limited to Agrigate, Map of Agri or Agrinet.

### 6. Aggregate / Anonymous Data

- 6.1 The Customer agrees that the Company will have the right to generate Aggregate / Anonymous Data that Aggregate / Anonymous Data will be Company Technology, which the Company may use for any purpose during or after the term of this Agreement (including without limitation) to:
- i. develop and improve the Company's products and services;
  - ii. analyse and gain understanding as to how the Company Services are being used;
  - iii. market the Company Services; and
  - iv. generate and distribute reports, research and insights and other materials) to third parties and other customers or users of the Company Services which may or may not be associated with the Customer or its Authorised Users.
- 6.2 For the avoidance of doubt, the Company will only disclose Aggregate / Anonymous Data externally in a de-identified (anonymous) form that does not identify the Customer or Authorised Users, and that is stripped of all persistent identifiers. The Customer is not responsible for the Company's use of Aggregate / Anonymous Data.
- 6.3 The Company may collect and upload Customer Content from a third party provided that: (a) the Company has a data sharing or licence agreement in place with the third party or third party is a user of the Company Services and records Customer Content directly on or through the Company Services; and (b) the Customer's user settings provide, or the Customer has previously authorised the Company to collect the Customer Content from the third party and the Customer pays all applicable fees (if any) for collecting and uploading that Customer Content into Company Services.

### 7. Content Security

- 7.1 The Customer acknowledges that:
- i. Given the nature of how the Customer Content is transmitted the Company cannot guarantee the security of Content being transmitted; and
  - ii. The Customer transmits Customer Content on and through the Company Services at its own risk.
  - iii. If it becomes aware of any problems with the security of Customer Content, it must immediately notify the Company of the problem by email.

7.2	The Company will use all reasonable endeavours and precautions to keep Customer Content secure once the Customer has provided Customer Content on or through the Company Services.	Company's Privacy Policy;
7.3	The Company uses industry standard procedures to store, preserve or access Customer Content, including performing daily backups of data which is retained for 14 days for disaster recovery purposes. The Company encourages the Customer to perform regular backups of Customer Content, and the Customer acknowledges that the Company is not responsible or liable in any way for the failure to store, preserve or access Customer Content that the Customer transmits, stores, archives or otherwise makes available on the Company Services.	(c) not submit, collect or use any personally identifiable information (other than personal information about Authorised Users);  (d) not take any action that would cause the Company, the Company Services or the Company's Technology (including Intellectual Property Rights) to become subject to any third party terms (including open source license terms);
7.4	The Company has no obligation to screen or monitor any Customer Content provided by the Customer, Administrator or Authorised Users. If the Company becomes aware or has any reason to believe that Customer Content is violating these terms and conditions, the Company may in its sole discretion remove and/or delete the applicable Customer Content, suspend and/or terminate Customer Account, including the Customer, Administrator and Authorised Users access to the Company Services.	10.4 The Customer represents and warrants that the collection, use and disclosure of Customer Content will not violate any third party rights, including intellectual property, privacy and publicity rights. If the Customer receives any take down request or infringements notices relates to Customer Contents or its use of third party products, it must promptly stop using the related item with the Company Services and notify the Company.
7.5	The Company allows the Customer to export the Customer Content at any time in the Company Services as provided in these Terms and Conditions.	10.5 If the Company receives any take down requests or infringement notices relating to Customer Content or the Customer's use of third party products, the Company may respond in accordance with its policies and will notify and consult with the Customer on next steps.
<b>8.</b>	<b>Payment of the Service Fees</b>	10.6 The Company shall use reasonable efforts to ensure that Company Services are available 24 hours a day, 7 days a week. The Company reserves its rights to undertake planned outages of the Company Services for the purposes of upgrades and maintenance and will notify the Customer as reasonably practicable of any unplanned outages, and with a minimum of 24 hours before planned outages.
8.1	During the Term, the Customer will pay the Service Fees to the Company either  i. Monthly with each month paid in advance by direct credit; or ii. Annually paid in advance by direct credit.	<b>11. Intellectual Property Rights</b>
8.2	All fees and charges payable by the Customer under the Terms and Conditions are exclusive of GST. The Customer must pay GST (if any) to the Company on the day it pays the fees or charges under the Terms and Conditions.	11.1 The Customer owns, and as between the Customer and Company, will continue to own all the Customer Content (excluding Company Technology).
8.3	In the event that payment in full is not made by the Customer in accordance with clauses 8.1 and 8.2, the Company may at its discretion:  i. Charge default interest to the Customer at annual rate of 15% with interest to be calculated daily from the due date to the date of payment; and/or  ii. Suspend or withhold access to the Customer Content and the Company Services by the Customer until all amounts owing to the Company have been paid in full.	11.2 The Customer grants the Company a non-exclusive, royalty free, fully paid up, sublicensable, worldwide right and license to use, reproduce, modify, display, perform, distribute and create derivative works of the Customer Content to provide the Company Services and for the permitted purposes set out in clause 5 (Ownership and Use of Customer Content) and clause 6 (Aggregate/Anonymous Data).  11.3 For Customer Content, this includes the right to publicly display the Customer Content (including derivative works and modifications) to third parties through the Company Services as permitted in clause 5 of the Terms and Conditions.
8.4	The Customer must immediately notify the Company of any change in the Customer's contact details; Administrator and/or Authorised User details; payment details; services required; or any other details relevant to the Company Service.	11.4 The Customer may use the Company Services to distribute the Content to parties which the Customer approves, including Administrators and Authorised Users or designating the Customer Content as publicly viewable or downloadable by any end-user who downloads or has access to the Customer Content. The Company shall have no responsibility or liability for (a) the Customer's failure to maintain or update Administrators or Authorised Users; or (b) any unauthorised use, sharing or disclosure of any Login User IDs provided to the Customer, Administrators or Authorised Users.
<b>9.</b>	<b>Review of Service Fees</b>	11.5 Except for the right and licences expressly granted in these Terms and Conditions, no other licence is granted, no other use is permitted, and the Customer shall retain all rights, title and interest (including all Intellectual Property Rights) in and to the Customer Content.  11.6 Except for the rights and licences expressly granted under these Terms and Conditions, the Company shall retain all rights, title and interest (including all Intellectual Property Rights) in and to the Company Services, the Website, Customer Technology and all information, data, materials and content related thereto (excluding Customer Content) and all modifications and derivative works.
9.1	The Company may review the Service Fees on thirty (30) Working Days' notice in writing (the end of which is a "Review Date"), provided that:  i. The reviewed Service Fees will be emailed to the Customer; and  ii. If the Customer objects to the reviewed Service Fees, it may terminate this contract by notice in writing to the Company provided that such notice must be given at least 10 Working Days before the Review Date (time being of the essence); and  iii. In such case, the Agreement will be deemed terminated as of the Review Date.	<b>12. Confidential Information</b>
<b>10.</b>	<b>Technical Requirements &amp; Access</b>	12.1 The Customer will keep confidential all information relating to the technology, technical processes, business affairs of the Company, or of any affiliate of the Company (the "Confidential Information").  12.2 The Customer will not disclose or use the Confidential Information unless such disclosure or use is specifically authorised by the Company. The Customer will take all reasonable precautions to prevent such disclosure or use.  12.3 The Customer acknowledges and agrees that it has no right or licence to use any of the Confidential Information.  12.4 The obligations of the parties under this clause survive the expiry or the termination of the Agreement for whatever reason.
10.1	The Customer acknowledges that in order to use the Company Services, its equipment, operating system, browser and software must meet the minimum standards determined by the Company.	<b>13. Warranties and Liabilities</b>
10.2	The Customer acknowledges that the minimum and technical data standards may need to be altered by the Company over time and from time to time and that the Company may in its absolute discretion revise those required technical or data standards in whole or in part. The Customer will be responsible for all costs associated with any change to its systems and/or data required to meet the Company's technical and/or data standards.	13.1 The Company warrants that:
10.3	The Customer agrees to:  (a) obtain all necessary rights, releases and consents to allow Customer Content to be collected, used and disclosed in the manner contemplated by these Terms and Conditions and to grant the Company the rights set out in these Terms and Conditions;  (b) use the Company Services in compliance with the	

- i. It will use commercially reasonable efforts to maintain its systems associated with the Company Services free from viruses and other harmful code; and
- ii. It will use reasonable efforts to ensure the Company Services are performed in a professional, workmanlike manner commensurate with the industry practices in the industry in which the Company operates.
- 13.2 Except as is expressly set out above, all terms, conditions, representations and warranties are excluded to the maximum extent permitted by law.
- 13.3 The Customer warrants that:
- i. It has the power and authority to enter into these Terms and Conditions.
  - ii. It owns all rights, title and interest in and to the Customer Content, or has otherwise secured all necessary rights in the Customer Content as may be necessary to permit the access, use and distribution of the Content as contemplated by these terms and conditions, or as otherwise authorised by Customer through the Company Services.
  - iii. The Customer Content does not include any virus, worms, Trojan horse or other harmful, malicious or disabling code or device or that it designed to damage or allow unauthorised access to the Website or Company Services.
  - iv. The Customer Content will not violate, infringe, misappropriate or otherwise interfere with any copyright, trade mark, trade secrets, right of privacy or publicity, or any other intellectual property rights, proprietary or any other right of any person or entity;
  - v. The Customer Content will not contain any material which is unlawful, harmful, abusive, obscene, threatening, libellous or defamatory, false or inaccurate or violate any applicable local or international law.
  - vi. In entering into the Agreement:
    - (a) It is acquiring the Company Services for the purposes of a business; and
    - (b) The Consumer Guarantees Act 1993 will not apply except as expressly set out in these Terms and Conditions.
- 13.4 Except to the extent excluded by law, the Company excludes all liability to the Customer (whether by damages or otherwise) for any consequential, economic or indirect loss or damage arising out of the Terms and Conditions or the Company Services or the Website or in connection with either of them. This exclusion applies whether the Company's liability arises in contract, tort (including negligence) or otherwise.
- 13.5 Subject to clause 13.6 the Company's liability to the Customer for breach of any term of the Terms or Conditions or arising out of the provision of the Company Services and whether in contract, tort or otherwise is limited to the Service Fees received by the Company for provision of the Company Services in the 12 months preceding the date on which the Customer's claim arose.
- 13.6 The Company will have no liability for the performance of the Website or Company Services in relation to any use or purpose other than that which has been specifically prescribed by the Company.
- 13.7 The Company is not responsible for any failure to provide the Company Services where such failure is caused, or contributed to, by an event outside the Company's reasonable control.
- 13.8 The Company does not provide any guarantee and has no liability to the Customer in respect of the communications and computer links between the Customer and the Company (or the Customer and its Authorised Users) allowing access to the Company Services.
- 13.9 To the extent permitted by law, the Customer shall be responsible for the acts or admissions of any person, persons or Authorised Users who access the Company Services or Website using Login User ID provided or created by the Customer.
- 14. International Access**
- 14.1 The Company makes no claim that the Company Services or any Customer Content may be lawfully viewed or downloaded outside of New Zealand. If the Customer or Authorised Users access the Company Services and Customer Content outside New Zealand, they are responsible for compliance with the laws of the applicable jurisdiction. To the extent that the Company Services and Customer Content can be legally accessed, the Company uses a global Content Delivery Network to ensure that they can be accessed and viewed anywhere in the world in accordance with local expectations of internet speed. Furthermore, the Company Services are hosted on computer services in New Zealand (all databases) and Australia (all media storage). The Customer's use of the Company Services or the Customer's submission of any Customer Content, including without limitation any personally identifiable information to the Company will constitute the Customer's consent to the transfer of the Customer Content to the Company's servers and the use and disclosure of such information in compliance with New Zealand laws and regulations.
- 15. General**
- 15.1 Neither party will be responsible for any act, omission or failure to fulfil its obligations under these Terms and Conditions if such act, omission or failure arises from any cause reasonably beyond its control.
- 15.2 The Customer acknowledges that it has carried out all appropriate investigations and relied on its own knowledge or independent advice or both in assessing the risk, contingencies and circumstances that could affect its decision to enter into the Terms and Conditions and use the Company Services.
- 15.3 Any notice, document, request, demand or other communication ("notices") to be given by the parties to each other by email or via the Website. The email address for the Customer and the Company are those specified during the registration process.
- 15.4 The Customer may not assign or sublet its rights under these Terms and Conditions without the prior consent of the Company, to be given in its sole discretion.
- 15.5 Where the Terms and Conditions prohibits the Customer from undertaking any action, the Customer will be responsible for ensuring that its officers, employees, contractors and invitees observe the same prohibitions.
- 15.6 The Terms and Conditions are governed by the laws of New Zealand and the parties agree to submit to the exclusive jurisdiction of the courts of New Zealand.
- 15.7 Where any term or provision in the Terms and Conditions is invalid, illegal or otherwise contrary to statutory or common law rule, such term or provision shall be deemed replaced by a term or provision that is valid and enforceable and which comes closest to expressing the intention of the term replaced.
- 15.8 The Terms and Conditions constitutes the entire agreement between the parties relating to its subject matter and replaces all prior agreements or undertakings between them. Each party confirms that on entering into the Terms and Conditions it has not relied upon any statement, warranty or other representation made or information supplied by or on behalf of the other party.
- 15.9 No right under the Terms and Conditions will be deemed to be waived except by notice in writing signed by each party. A waiver does not prejudice rights in respect of any subsequent breach.
- 15.10 The Customer will indemnify the Company from any and all claims, expenses and costs (including legal fees) losses, liabilities or damages which are incurred by the Company as a result of any breach of the Terms and Conditions by the Customer (including any costs incurred by the Company in the enforcement of the Agreement against the Customer).
- 15.11 The obligations set out under clauses 5, 6, 11, 12 and 15.10 will continue in force notwithstanding termination or expiry of the Agreement.
- 16. Dispute Resolution**
- 16.1 In the event that any claim or dispute arises under the Terms and Conditions, the Company shall have the right to refer the matter to arbitration by a single arbitrator nominated by the President of the New Zealand Law Society, such arbitration to be otherwise carried out in accordance with the Arbitration Act 1996.
- 17. Interpretation**
- 17.1 References to any statute or statutory provision includes reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it.
- 17.2 Words denoting the singular will include the plural and vice versa.
- 17.3 The words "include" and "including" will not be construed as terms of limitation. The words "writing" and "written" mean "in documented form", whether electronic or hard copy, unless otherwise stated. The symbol "\$" means New Zealand dollars.
- 17.4 The headings and use of bold type in these terms and conditions are for convenience only and will not affect the interpretation of any provision of the Terms and Conditions.
- 17.5 References to the Agreement or any other document will include any permitted and authorised variation, amendment or supplement to such document.