

PREAMBLE

1. Preamble

- 1.1 All Services of Mikipro Limited, whether gratuitous or not, are supplied subject to these terms and conditions and:
- (a) the provisions of Part I shall apply to the provision of all and any Services.
 - (b) the provisions of Part II shall only apply to the provision of ISP and Internet Connectivity/Hosting Services.
 - (c) the provisions of Part III shall only apply to the provision of Equipment on hire.

PART I - GENERAL CLAUSES

2. Definitions

- 2.1 “Agent” means Mikipro Limited its successors and assigns or any person acting on behalf of and with the authority of Mikipro Limited.
- 2.2 “Client” means the person/s requesting the Agent to provide the Services as specified in any invoice, document or order, and if there is more than one person requesting the Services is a reference to each person jointly and severally.
- 2.3 “Products” means any goods (including, but not limited to, any printed or virtual material, samples, websites, brands, designs, images, advertising, data, graphics, pictures, trademarks or software), documents, designs, drawings or materials supplied, utilised, created or deposited incidentally by the Agent in the course of it conducting or providing to the Client any Services.
- 2.4 “Services” means all Services provided by the Agent to the Client (and where the context so permits shall include any provision of Equipment) at the Client’s request from time to time.
- 2.5 “Equipment” means all Equipment including any hardware, software and/or accessories provided on hire by the Agent in the course of it conducting or providing to the Client any Services.
- 2.6 “Prohibited Content” means any content on any advertising media that:
- (a) is, or could reasonably be considered to be, in breach of the Broadcasting Act 1989 (Cth); the Consumer Guarantees Act 1993 (Cth); 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.
- 2.7 “Price” means the price payable for the Services as agreed between the Agent and the Client in accordance with clause 5 of this contract.

3. Acceptance

- 3.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for, or accepts Services provided by the Agent.
- 3.2 These terms and conditions may only be amended with the Agent’s consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and the Agent.
- 3.3 These terms and conditions may be meant to be read in conjunction with the Agent’s SLA terms and conditions. If there are any inconsistencies between the two documents then the terms and conditions contained therein shall prevail.
- 3.4 The Client acknowledges that any advice or recommendations are provided by the Agent on the basis of the Agent’s industry knowledge and experience only and as such shall not be deemed to be specialist advice.
- 3.5 The Client acknowledges that it is their responsibility to ensure that the specifications provided to the Agent (in writing) for the provision of Services are in sufficient detail to satisfy the Agent’s requirements of interpretation and understanding. The Agent shall not accept any liability for the provision of Services contrary to the Client’s intention due to insufficient or inadequate provision of detailed specifications by the Client.
- 3.6 The Client shall as soon as practicable make available to the Agent all information, documents, software, hardware, and other particulars required by the Agent for the provision of Services.

4. Change in Control

- 4.1 The Client shall give the Agent 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, contact phone or fax number/s, or business practice). The Client shall be liable for any loss incurred by the Agent as a result of the Client’s failure to comply with this clause.

5. Price and Payment

- 5.1 At the Agent’s sole discretion the Price shall be either:
- (a) as indicated on any invoice provided by the Agent to the Client; or
 - (b) the Price as at the date of provision of the Services according to the Agent’s current price list; or
 - (c) the Agent’s quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
- 5.2 The Agent reserves the right to change the Price if a variation to the Agent’s quotation is requested.
- 5.3 The Agent reserves the right to change the Price:
- (a) if a variation to the Services (including any Products/Equipment or applicable specifications) which are to be provided is requested; or

Mikipro Limited – Terms & Conditions of Trade

- (b) where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, any force majeure event or the unavailability of Products/Equipment, etc.) which are only discovered on provision of the Services; or
 - (c) in the event of increases to the Agent in the cost of labour or Products which are beyond the Agent's control (including, but not limited to, fluctuations in currency exchange rates).
- 5.4 At the Agent's sole discretion a non-refundable deposit may be required.
- 5.5 Time for payment for the Services being of the essence, the Price will be payable by the Client on the date/s determined by the Agent, which may be:
- (a) on provision of the Services;
 - (b) before provision of the Services;
 - (c) by way of instalments/progress payments in accordance with the Agent's payment schedule;
 - (d) payment for approved Clients shall be due twenty (20) days following the end of the month in which a statement is posted to the Client's address or address for notices;
 - (e) the date specified on any invoice or other form as being the date for payment; or
 - (f) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by the Agent.
- 5.6 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (plus a surcharge of up to 3% of the Price), or by any other method as agreed to between the Client and the Agent.
- 5.7 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to the Agent an amount equal to any GST the Agent must pay for any supply by the Agent under this or any other agreement for providing the Agent's Services. 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.
- 6. Provision of Services**
- 6.1 At the Agent's sole discretion provision of the Services shall take place when:
- (a) the Services are provided to the Client at the Agent's address; or
 - (b) the Services are provided to the Client at the Client's nominated address.
- 6.2 At the Agent's sole discretion, any freight costs associated with the provision of the Services are in addition to the Price.
- 6.3 Provision of the Services to a third party nominated by the Client is deemed to be provision to the Client for the purposes of this agreement.
- 6.4 The Agent may provide the Services by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in these terms and conditions.
- 6.5 Any time specified by the Agent for provision of the Services is an estimate only and the Agent will not be liable for any loss or damage incurred by the Client as a result of late provision of the Services. However both parties agree that they shall make every endeavour to enable the Services to be provided at the time and place as was arranged between both parties. In the event that the Agent is unable to provide the Services as agreed solely due to any action or inaction of the Client then the Agent shall be entitled to charge a reasonable fee for re-providing the Services at a later time and date.
- 7. Risk**
- 7.1 Irrespective of whether the Agent retains ownership of any Products all risk for such items shall pass to the Client as soon as such items are provided to the Client and shall remain with the Client until such time as the Agent may repossess the Products in accordance with clause 8.3(f). The Client must insure all Products on or before provision.
- 7.2 The Agent reserves its right to seek compensation or damages for any damage, destruction or loss suffered in relation to the Products as a result of the Client's failure to insure in accordance with clause 7.1.
- 7.3 If the Client requests the Agent to leave any Products outside the Agent's premises for collection or to provided the any Products to an unattended location then such items shall be left at the Client's sole risk.
- 7.4 The Agent shall not be held liable for any loss, corruption, or deletion of files or data (including, but not limited to software programmes). It is the sole responsibility of the Client to maintain a complete and current back-up of any data which they believe to be important, valuable or irreplaceable at a location which is not associated with the Agent or any of its subsidiaries. The Client accepts full responsibility for the Client's software and data and the Agent is not required to advise or remind the Client of appropriate back-up procedures.
- 8. Title**
- 8.1 The Agent and the Client agree that where it is intended that the ownership of Products is to pass to the Client that such ownership shall not pass until:
- (a) the Client has paid the Agent all amounts owing for the Services; and
 - (b) the Client has met all other obligations due by the Client to the Agent in respect of all contracts between the Agent and the Client.
- 8.2 Receipt by the Agent of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Agent's ownership or rights in respect of the Products shall continue.

- 8.3 It is further agreed that:
- (a) the Client is only a bailee of the Products and must return the Products to the Agent immediately upon request by the Agent;
 - (b) the Client holds the benefit of the Client's insurance of the Products on trust for the Agent and must pay to the Agent the proceeds of any insurance in the event of the Products being lost, damaged or destroyed;
 - (c) the Client must not sell, dispose, or otherwise part with possession of the Products. If the Client sells, disposes or parts with possession of the Products then the Client must hold the proceeds of sale of the Products on trust for the Agent and must pay or deliver the proceeds to the Agent on demand.
 - (d) the Client should not convert or process the Products 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 the Agent and must dispose of or return the resulting product to the Agent as the Agent so directs.
 - (e) the Client shall not charge or grant an encumbrance over the Products nor grant nor otherwise give away any interest in the Products while they remain the property of the Agent;
 - (f) the Client irrevocably authorises the Agent to enter any premises where the Agent believes the Products are kept and recover possession of the Products.

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

- 9.1 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 Products/Equipment previously supplied by the Agent to the Client (if any) and all Products/Equipment that will be supplied in the future by the Agent to the Client.
- 9.2 The Client undertakes to:
- (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Agent may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
 - (b) indemnify, and upon demand reimburse, the Agent for all expenses incurred in registering a financing statement or financing charge statement on the Personal Property Securities Register or releasing any Products charged thereby;
 - (c) not register a financing change statement or a change demand without the prior written consent of the Agent.
- 9.3 The Agent and the Client agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
- 9.4 The Client waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.
- 9.5 Unless otherwise agreed to in writing by the Agent, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA.
- 9.6 The Client shall unconditionally ratify any actions taken by the Agent under clauses 9.1 to 9.5.

10. Security and Charge

- 10.1 In consideration of the Agent agreeing to supply Services, 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, 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).
- 10.2 The Client indemnifies the Agent from and against all the Agent's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Agent's rights under this clause.
- 10.3 The Client irrevocably appoints the Agent and each director of the Agent as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 10 including, but not limited to, signing any document on the Client's behalf.

11. Client's Disclaimer

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

12. Defects, Errors and Omissions

- 12.1 The Client must inspect the Agent's Services upon provision and must within ten (10) days notify the Agent in writing of any evident defect in the Services (including the Agent's workmanship), or of any other failure by the Agent to comply with the description of, or quote for, the Services which the Agent was to provide. Upon such notification the Client must allow the Agent to review the Services that were provided. If the Client shall fail to comply with these provisions, the Services shall be presumed to be free from any defect or error. For defective Services, which the Agent has agreed in writing that the Client is entitled to reject, the Agent's liability is limited to either (at the Agent's discretion) replacing or rectifying the Services, or repairing the Products/Equipment.

13. Return of Products

- 13.1 The Agent may, at their sole discretion, accept the return of Products, and only provided that:
- (a) the Client has complied with the provisions of clause 12.1; and

Mikipro Limited – Terms & Conditions of Trade

- (b) the Agent has agreed in writing to accept the return of the Products; and
 - (c) the Products are returned at the Client's cost within ten (10) days of the delivery date; and
 - (d) the Agent will not be liable for Products which have not been stored or used in a proper manner; and
 - (e) the Products are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.
- 13.2 The Agent may (in its discretion) accept the return of Products for credit but this may incur a handling fee of nine percent (9%) of the value of the returned Products plus any freight.
- 13.3 Non-stocklist items or Products made to the Client's specifications are under no circumstances acceptable for credit or return.

14. Warranty

- 14.1 Subject to the conditions of warranty set out in clause 14.2 the Agent warrants that if any defect in any workmanship of the Agent becomes apparent and is reported to the Agent within three (3) months of the date of provision (time being of the essence) then the Agent will either (at the Agent's sole discretion) replace or remedy the workmanship.
- 14.2 The conditions applicable to the warranty given by clause 14.1 are:
- (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
 - (i) failure on the part of the Client to provide proper maintenance; or
 - (ii) failure on the part of the Client to follow any instructions or guidelines provided by the Agent; or
 - (iii) any use other than for any application specified on a quote or order form; or
 - (iv) continued use after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
 - (v) fair wear and tear, any accident or act of God.
 - (b) the warranty shall cease and the Agent shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without the Agent's consent.
 - (c) in respect of all claims the Agent shall not be liable to compensate the Client for any delay in either replacing or remedying the workmanship or in properly assessing the Client's claim.
- 14.3 For Products not manufactured by the Agent, the warranty shall be the current warranty provided by the manufacturer of the Products, the applicable conditions of which may be contained on the "Warranty Card" that will be provided with the Products. The Agent shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Products.
- 14.4 In the case of second-hand Products, the Client acknowledges that he has had full opportunity to inspect the same and that he accepts the same with all faults and that no warranty is given by the Agent as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. The Agent shall not be responsible for any loss or damage to the Products, or caused by the Products, or any part thereof however arising.

15. Consumer Guarantees Act 1993

- 15.1 If the Client is acquiring Services for the purposes of a trade or business, the Client acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Services by the Agent to the Client.

16. Intellectual Property

- 16.1 Where the Agent has designed, drawn or developed Products for the Client, then the copyright in any Products shall remain the property of the Agent.
- 16.2 The Client warrants that all designs, specifications or instructions given to the Agent will not cause the Agent to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify the Agent against any action taken by a third party against the Agent in respect of any such infringement.
- 16.3 Where the Agent has designed and/or provided computer software and documentation, the Agent retains ownership of the computer software and documentation, but grants the Client a non-exclusive and non-transferable licence for its use (solely in relation to the operation of the Client's own business). The Client agrees to use any third-party software supplied by the Agent, and identified as such, strictly in compliance with the terms of the licence under which it is supplied.
- 16.4 The Client further agrees that they shall not:
- (a) use in any way, or rely on the software for any purpose other than what it was designed or is suitable for;
 - (b) combine the software with any other software;
 - (c) copy, reproduce, translate, adapt, vary, merge, modify, or create any derivative work based on the software;
 - (d) reverse engineer, decompile, disassemble, reconfigure or otherwise attempt to discover the source code of the software, or assist another party to do the same;
 - (e) sell, market, network, transfer, lease, licence, sub-licence, rent, lend, or otherwise distribute, the software in any way whatsoever;
 - (f) use the software to commit a crime (including, but not limited to, sending spam) and the Client agrees to indemnify the Agent against any action taken by a third party against the Agent in respect of any such infringement.
- 16.5 If during the course of providing the Services, the Agent develops, discovers, or puts into operation a new concept, product or process which is capable of being patented, then such concept, product or process shall be and remain

Mikipro Limited – Terms & Conditions of Trade

the property of the Agent and the Client shall not use or supply the same in any way whatsoever without first obtaining the written consent of the Agent.

- 16.6 Where the Agent has designed Products for the Client to use, then the Client undertakes to acknowledge the Agent's intellectual property in those Products in the event that images of those Products are utilised in advertising or marketing material by the Client. Further the Client agrees that the Agent itself may utilise images of any Products so designed for the purposes of advertising, marketing, or entry into any competition.

17. Confidentiality

- 17.1 Both parties agree that, unless they have the prior written consent of the other, they will not use or disclose to any third party (other than for the purpose of performing this agreement) the terms and conditions of this agreement or any information confidential to the other party. The obligations of this clause 17 shall survive termination or cancellation of this agreement.
- 17.2 The Client agrees to protect all authorisation details, including but not limited to usernames and passwords and agrees that those details shall not be written or stored in any manner which could result in their unauthorised disclosure.
- 17.3 In the event that the Agent requests the Client to change any password or identifier as part of its Services, the Client acknowledges that the Agent recommends that the Client not use commonly known details such as birthdays and or names.

18. Default and Consequences of Default

- 18.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Agent's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 18.2 If the Client owes the Agent any money the Client shall indemnify the Agent from and against all costs and disbursements incurred by the Agent in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Agent's collection agency costs, and bank dishonour fees).
- 18.3 Without prejudice to any other remedies the Agent may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions the Agent may suspend or terminate the supply of Services to the Client. The Agent will not be liable to the Client for any loss or damage the Client suffers because the Agent has exercised its rights under this clause.
- 18.4 Without prejudice to the Agent's other remedies at law the Agent shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Agent shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to the Agent becomes overdue, or in the Agent's opinion the Client will be unable to make a payment when it falls due;
 - (b) 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
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

19. Cancellation

- 19.1 The Agent may cancel any contract to which these terms and conditions apply or cancel provision of Services at any time before the Services are provided by giving written notice to the Client. On giving such notice the Agent shall repay to the Client any money paid by the Client for the Services. The Agent shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 19.2 In the event that the Client cancels provision of the Services the Client shall be liable for any and all loss incurred (whether direct or indirect) by the Agent as a direct result of the cancellation (including, but not limited to, any loss of profits).
- 19.3 Unless otherwise specified in the agreement between the Agent and Client any cancellation or termination request by the Client for any services excluding hardware provided by the Agent to the Client require a minimum of 30 Days' notice either by email or in writing.

20. Privacy Act 1993

- 20.1 The Client authorises the Agent or the Agent's agent to:
- (a) access, collect, retain and use any information about the Client;
 - (i) (including 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 the Agent from the Client directly or obtained by the Agent 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.
- 20.2 Where the Client is an individual the authorities under clause 20.1 are authorities or consents for the purposes of the Privacy Act 1993.
- 20.3 The Client shall have the right to request the Agent for a copy of the information about the Client retained by the Agent and the right to request the Agent to correct any incorrect information about the Client held by the Agent.

21. Unpaid Seller's Rights

- 21.1 Where the Client has left any item with the Agent for repair, modification, exchange or for the Agent to perform any other service in relation to the item and the Agent has not received or been tendered the whole of any moneys owing to it by the Client, the Agent shall have, until all moneys owing to the Agent are paid:
- (a) a lien on the item; and
 - (b) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods.
- 21.2 The lien of the Agent shall continue despite the commencement of proceedings, or judgment for any moneys owing to the Agent having been obtained against the Client.

22. General

- 22.1 The failure by the Agent to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Agent'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.
- 22.2 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 Auckland.
- 22.3 The Agent shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Agent of these terms and conditions (alternatively the Agent's liability shall be limited to damages which under no circumstances shall exceed the Price of the Services).
- 22.4 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 the Agent nor to withhold payment of any invoice because part of that invoice is in dispute.
- 22.5 The Agent may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 22.6 The Client agrees that the Agent may amend these terms and conditions at any time. If the Agent makes a change to these terms and conditions, then that change will take effect from the date on which the Agent notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for the Agent to provide Services to the Client.
- 22.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 22.8 The Client warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.

PART II: ISP AND INTERNET CONNECTIVITY / HOSTING SERVICES

23. Cancellation/Transfer of Services

- 23.1 The Client is required to pay monthly charges for the on-going Services provided by the Agent, which shall be stipulated and due and payable as per the Client's quotation. The Services shall be provided by the Agent to the Client for the term stipulated and, upon expiration of this term, will continue on a monthly basis, unless terminated by way of the Client providing the Agent with notification via email on the Agent's online portal. Following receipt of notice from the Client, the provision of the Services shall cease at the end of the then current monthly billing period.
- 23.2 If the Client wishes to cancel the Services during the term stipulated, the Client must pay to the Agent the remaining charges which would otherwise have been payable to the Agent during the stipulated term.
- 23.3 If the Client wishes to transfer the service to another location during the course of the agreement any fees incurred by the Agent will be passed along to the Client.

24. Agent's Limitations and Liabilities

- 24.1 Whilst the Agent shall make every good faith effort to ensure continual and uninterrupted services, and the servers and network are error free and available to as many internet users as possible, the Agent shall take no responsibility for the availability, usability, reliability, performance or stability of any Services provided by the Agent to the Client, and shall be under no liability whatsoever to the Client for damages resulting from, or in relation to, any downtime or interruption to the Services or any failure or delay of the Agent to provide the Services under this agreement. Such downtime, interruption to the Services, or a failure or delay shall not constitute a default under this agreement.
- 24.2 The Client acknowledges that:
- (a) where the Client relies on any monitored device (such as monitored alarms, medic alerts, etc.), or for any other monitoring services (such as fax, eftpos machines, etc.), the Agent cannot guarantee the operation of any monitored/telephone services; and/or
 - (b) the Agent does not guarantee access to emergency 111 call services; and
 - (c) the Agent shall not be liable to the Client for any loss or damage suffered or for any costs, expenses or charges incurred arising from any inability to access emergency call services, or the non-operation of monitored services, and it is recommended that the Client ensure that alternative arrangements are made (if required).

Mikipro Limited – Terms & Conditions of Trade

25. System and Network Abuse

- 25.1 Where the Client is found to be either exploiting the network resources (such as excessive use of traffic on a fair use policy, attempting to undermine the stability of the network, or attempting to gain access to any of the Agent's network equipment), deliberately abusing the system and/or attempting to undermine the security or stability of the equipment shall either (depending on the severity of the violation):
 - (a) immediately be issued a written warning; or
 - (b) be prohibited from using the network by way of the termination by the Agent of the Client's account.
- 25.2 The Agent shall be the sole arbiter as to what constitutes a severe violation of clause 25.1.

26. Prohibited Content

- 26.1 The Client will ensure that the Services provided by the Agent are used for lawful purposes only. The manipulation, storage or publishing of any Prohibited Content shall result in the immediate termination of the Client's account and deletion of all stored data.
- 26.2 The Agent shall be the sole arbiter as to what constitutes a violation of clause 26.1.

27. File Sharing and Bandwidth Usage

- 27.1 Illegal file sharing or usage of any automated file distribution products is prohibited on all Services provided by the Agent.
- 27.2 Legal file sharing is allowed on the Services provided by the Agent, but excessive data usage on any unmetered plans will result in the Agent issuing a written warning to the Client.

PART III – EQUIPMENT HIRE

28. Equipment Hire

- 28.1 Equipment shall at all times remain the property of the Agent and is returnable on demand by the Agent. In the event that Equipment is not returned to the Agent in the condition in which it was delivered the Agent retains the right to charge the Client the full cost of repairing the Equipment. In the event that Equipment is not returned at all the Agent shall have right to charge the Client the full cost of replacing the Equipment.
- 28.2 The Client shall;
 - (a) keep the Equipment in their own possession and control and shall not assign the benefit of the Equipment nor be entitled to a lien over the Equipment.
 - (b) not alter or make any additions to the Equipment including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Equipment or in any other manner interfere with the Equipment.
 - (c) keep the Equipment, complete with all parts and accessories, clean and in good order as delivered, and shall comply with any maintenance schedule as advised by the Agent to the Client.
- 28.3 The Client accepts full responsibility for the safekeeping of the Equipment and the Client agrees to insure, or self insure, the Agent's interest in the Equipment and agrees to indemnify the Agent against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property or persons arising out of the use of the Equipment. Further the Client will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.

By initialling each page I hereby agree I have read and understand the TERMS AND CONDITIONS OF TRADE of Mikipro Limited which form part of, and are intended to be read in conjunction with the **SERVICE AGREEMENT** and agree to be bound by these conditions.

CLIENT TO SIGN

SIGNED: _____

Name: _____

Date: _____

Witnessed

SIGNED: _____

NAME: _____