

These Terms and Conditions apply to the use of this website and/or any services offered, including the purchase of products, offerings or other services (together, the 'Services') supplied to you by Bluestring. By using this website and/or any of our services for these or any other purposes, you agree to be bound by these Terms and Conditions. If you do not accept these Terms and Conditions, then you must refrain from using this website and/or any of our services.

In these Terms and Conditions, "Bluestring" is Bluestring Limited and "the Subscriber" is any legal person or entity using a Bluestring website or purchasing Services from Bluestring. "Agreement" or "Contract" is deemed to include the entire contents of these Terms and Conditions.

General

1. The Subscriber is required to:
 - a. Comply with all applicable laws, regulations, standards and codes, including (but not limited to): the Privacy Act 1993, the Fair Trading Act 1986, the copyright Act 1994, the Defamation Act 1992, the Crimes Act 1961 and the Unsolicited Electronic Messages Act 2007.
 - b. Use the Services for lawful purposes only. Transmission or storage of any information, data or material in violation of any New Zealand law is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secret or other statute. The Subscriber agrees to indemnify and hold harmless Bluestring from any claims resulting from the use of the service which damages the Subscriber or any other parties.

NOTE: Spamming, or the sending of unsolicited email, from a Bluestring sever, a Bluestring network or using an email address or email server that is maintained on a Bluestring machines is STRICTLY prohibited. Bluestring will be the sole arbiter as to what constitutes a violation of this provision.
 - c. Ensure that all information provided to Bluestring is current and correct.
 - d. Ensure that all people who use the Services provided to the Subscriber or via the Subscriber's account also comply with these Terms and Conditions.
 - e. Maintain the confidentiality of the Subscriber's user name, password, and any other account information and/or identifier provided to the Subscriber in relation to the Services. The Subscriber accepts complete responsibility for all use of his/her/its account and of the Subscriber identifier(s), and Bluestring is entitled to rely entirely upon use of any password or other identifier as evidence of the Subscriber's identity and authority.
 - f. The Subscriber must notify Bluestring immediately of any known or suspected unauthorised use of the Subscriber's account or breach of security, including loss, theft or unauthorised disclosure of your password or other security information.
2. These Terms and Conditions constitute the entire agreement between Bluestring and the Subscriber and it is expressly agreed that there are no other understandings, representations of warranties of any kind (either expressed or implied) forming part of the contact between Bluestring and the Subscriber. In particular:

- a. No condition advised by the Subscriber which is inconsistent with, qualifies, or is contrary to these Terms and Conditions shall have any effect unless that condition is expressly accepted in writing by Bluestring.
 - b. No variation or waiver of these Terms and Conditions shall have any effect unless accepted in writing by Bluestring.
3. Any Subscriber with access to other networks connected to Bluestring must comply with the rules appropriate for that other network.
4. By using the Services the Subscriber certifies that he or she is at least eighteen (18) years of age.
5. All prices contained within Bluestring's website are exclusive of GST.

User Data

6. Pursuant to our Privacy Policy, Bluestring may disclose to third parties certain aggregate information contained in the Subscriber's Registration Data or related data, provided that, such information will NOT include personally identifying information, except as specifically authorised by the Subscriber or in the good faith belief that such action is reasonably necessary to comply with the law, legal process, to enforce the Terms and Conditions, or under any of the other circumstances set forth in our Privacy Policy, as may be amended from time to time.

Website and/or Service Availability

7. Bluestring makes no guarantee as to the availability of or access to (i) Bluestring's website, (ii) any Subscriber's website or other website, information or material hosted by Bluestring, (iii) any Server hosted within the Bluestring network, or (iv) products and/or services available on or through any of the above, except in the instance where the Subscriber has a Service Level Agreement (SLA) in place, in which case Bluestring will abide by the conditions listed within the SLA. Bluestring is not responsible for the content of any web page hosted on Bluestring's infrastructure or traversed via external and/or third party infrastructure.
8. Whilst Bluestring makes every effort to ensure content is accurate and appropriate for the given context within Bluestring's website pages, some pages and/or content may be subject to change without notice.
9. Bluestring shall use reasonable endeavours to make available to the Subscriber access to the Services, but Bluestring shall not, in any event, be liable for interruptions of the Services or Services hosted within the Bluestring network, except where expressly overridden by Active SLA's. In the event of an active SLA being in place, Bluestring will be limited to the liability and remuneration expressly covered within that SLA.

The Subscriber's Website and/or Email

10. Bluestring makes no representation and gives no warranty as to the accuracy or quality of information received by any person via the Services. Bluestring shall have no liability for any loss or damage to any data stored by the Subscriber on the Services.
11. The Subscriber shall effect and maintain adequate insurance coverage in respect of any loss or damage to data stored by the Subscriber on the Services.

12. The Subscriber by using the Services, represents, undertakes and warrants that the Subscriber's website will only be used for lawful purposes. In particular:
 - a. The Subscriber will not use the Services to infringe upon any law or regulation or infringe upon the rights of any third party; nor will the Subscriber authorise or permit any other person to do so.
 - b. The Subscriber will not send bulk email, whether opt-in or otherwise, from Bluestring's network. Bulk email is considered to be in excess of 300 emails per hour. The bulk email limit is subject to change, without notification.
 - c. The Subscriber will not employ programs which consume excessive system resources including, but not limited to, processor cycles and memory. Bluestring will not host IRC, IRC bots, or other server resource intensive programs.
 - d. If the Subscriber surpasses their allotted disk/bandwidth usage as described by their purchased service, the Subscriber agrees to purchase the excess in blocks as set forth by Bluestring. Such payment is due immediately and is non-disputable.
 - e. Bluestring reserves the right to remove any material which is deemed by Bluestring to be inappropriate; such material will be removed from your website without notice. Bluestring will not host Warez, Underage Pornography or Copyrighted MP3 content.
13. Bluestring reserves the right to disable any scripts or other technology used by the Subscriber which has or could have a negative impact on the performance of Bluestring's systems, email capabilities and/or hosting environment.
14. The subscriber will not post, link to, transmit or otherwise distribute:
 - a. Any material which is unlawful, threatening, abusive, malicious, defamatory, obscene, blasphemous, profane or otherwise objectionable as determined by Bluestring in any way.
 - b. Any material containing a virus or other hostile computer program
 - c. Any material which constitutes, or encourages the commission of a criminal offence or which infringes on any patent, trade mark, design right, copyright or any other intellectual property right, or similar rights of any person which may exist under the laws of any jurisdiction.
15. Running Unconfirmed Mailing Lists (subscribing email addresses to any mailing list without the express and verifiable permission of the email address owner) is prohibited.
16. Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate these Terms and Conditions, which includes, but is not limited to, the facilitation of the means to send Unsolicited Email, initiation of ping, mail-bombing, denial of service attacks is prohibited.
17. Email address cultivating, harvesting, or any other unauthorised collecting of email addresses without prior notification of the email address owner is strictly prohibited.
18. Bluestring does not issue credits for any outages incurred through service disablement resulting from Policy violations.
19. Whilst Bluestring will use every reasonable endeavour to ensure the integrity and security of the Services, Bluestring will not guarantee that the Services will be free from unauthorised users or hackers and Bluestring will be under no liability for non-receipt or misrouting of email, or for any other failure of email.
20. Consequences of Violation:

- a. When Bluestring becomes aware of an alleged violation of these Terms and Conditions, Bluestring will initiate an investigation. During the investigation Bluestring may restrict the Subscriber's access in order to prevent further possible unauthorised activity. Depending on the severity of the violation, Bluestring may, at its sole discretion, restrict, suspend, or terminate the Subscriber's account without further notification. If the violation is criminal in nature, Bluestring will notify the appropriate enforcement agency of the violation.
 - b. The Subscriber shall be held liable for any and all costs incurred by Bluestring as a result of the Subscriber's violation of these Terms and Conditions. This is including, but not limited to, lawyer's costs and any costs or fines resulting from the Subscriber's actions.
21. The Subscriber is free to cancel the Services at any time by contacting Bluestring and requesting the cancellation of Services in writing. All cancellations must be received by Bluestring before the end of that calendar month; otherwise the Subscriber will be liable for another month's worth of service charges. Bluestring will verify, to the best of its ability, the cancellation request with the Subscriber's primary contact.

Domain Name Registration

22. Bluestring makes no representation that any domain name(s) a Subscriber wishes to register is capable of being registered by the Subscriber. The Subscriber should therefore not assume registration of any requested domain name(s) until the Subscriber has received email notification from Bluestring that the domain name(s) have been registered. Any action taken by the Subscriber prior to such notification is done so at the Subscriber's own risk.
23. The registration and use of a Subscriber's domain name(s) is subject to the Terms and Conditions of use applied by the relevant naming authority; the Subscriber shall ensure that they are aware of those Terms and Conditions and the Subscriber agrees to comply by them. The Subscriber shall have no right to bring any claim against Bluestring in the event of a refusal to register a domain name.
24. The Subscriber agrees to pay all registration fees to register the domain name(s). Bluestring does not offer refunds for domain registrations and/or transfers and/or renewals for any reason; this includes, but is not limited to, misspelling of the domain name, non-use and/or misuse. In the event a domain name is legally disabled or transferred, any associated domain charges for registration, renewal and/or transfer is payable by the Subscriber. This includes any legal or court determined fees.
25. Bluestring shall have no liability in respect of the use by the Subscriber of any domain name; any dispute between the Subscriber and any other party must be resolved between the parties concerned in the dispute. If any such dispute arises, Bluestring will be entitled, at our discretion and without giving any reason, to with-hold, suspend or cancel the domain name. Bluestring shall also be entitled to make representations to the relevant naming authority, but will not be obliged to take part in any such dispute.
26. Bluestring shall not release any domain name to another provider unless full payment for the domain name has been received by Bluestring prior to the transfer request.
27. Domain names are automatically renewed for the Subscriber on the domain name's anniversary date. Notification of an automatic domain name renewal will be provided to the Subscriber by email at the start of the month before the anniversary occurs. Should the

Subscriber wish to cancel the domain name, a written request of this intention must be received by Bluestring before the date and time listed in the renewal notification. Bluestring reserves the right to confirm all domain cancellation requests with the Subscriber's primary account contact.

Unmetered Resources – Storage, Email and Databases

28. Bluestring provides unmetered resources for select plans. These unmetered resources are provided in good faith that the Subscriber will utilise the Services in a fair and reasonable manner. By fair and reasonable, Bluestring intends the limit of the combined total being utilised for storage, email and databases, to be the lesser of 500% of the mean average across in the same category or ten (10) Gigabytes.
29. In the event the Subscriber is found to be in breach of this policy, Bluestring may (at Bluestring's sole discretion) contact the Subscriber to inform them of this breach and require the Subscriber to immediately take steps to reduce the level of space they are using.
 - a. Bluestring may additionally enforce a maximum storage limit without further consultation if the Subscriber is in breach.
30. In the event the Subscriber remains in breach of this policy two (2) months in a row once required to reduce space usage, the Subscriber will be required to pay excess usage fees for each month there is a breach. Excess usage fees will be charges as per the current price schedule and are subject to change at any time without notification. The Subscriber can contact Bluestring at any time to find out what the current fees are set at.
 - a. Failure to pay excess usage fees may result in termination of your Service(s) with Bluestring.

Unmetered Traffic – Fair Usage Policy

31. Bluestring provides unmetered traffic in good faith that the Subscriber will utilise the Services in a fair and reasonable manner. By fair and reasonable, Bluestring intends the combined total being utilised for all services within an account to be the lesser of 500% of the mean average across all accounts in the same category or twenty (20) Gigabytes.
32. In the event the Subscriber is found by Bluestring to be in breach of this policy, Bluestring may (at Bluestring's sole discretion) contact the Subscriber to inform them of this breach and require the Subscriber to immediately take steps to reduce the level of bandwidth they are using.
 - a. Bluestring may additionally enforce a maximum traffic limit or transfer speed (bandwidth) limit without further consultation if the Subscriber is in breach.
33. In the event the Subscriber remains in breach of this policy two (2) months in a row once required to reduce traffic usage, the Subscriber will no longer be entitled to unmetered traffic and will be moved to a fixed traffic allocation plan.

Stand-alone Email Accounts

34. Storage space for stand-alone email accounts is limited to the lesser of one (1) gigabyte per individual "Email Account" or five (5) gigabytes per "Post Office." Bluestring defines a Post Office as the collection of domain(s) and email address(es) for the Subscriber's account. Email

Account is defined as a collection of email addresses within a Post Office accessed by a unique login.

35. In the event the Subscriber exceeds their storage space, they will receive an email notification informing them to either remove email from their account or to pay for additional storage space. Additional storage space is set at five dollars (\$5) per five (5) gigabytes per month. Additional storage space fees are subject to change at any time without notification. The Subscriber can contact Bluestring at any time to find out what the additional storage space fees are set at.
 - a. Failure to pay additional storage fees may result in termination of your service(s) with Bluestring.
 - b. Bluestring may, at Bluestring's sole discretion, place a 'hard' storage limit on a Post Office, preventing a Post Office from consuming more than the paid allocation. This may impact on the ability of Email Accounts to receive email.
36. Stand-alone email accounts are subject to the following special bandwidth limits;
 - a. Traffic is evaluated on a monthly sum per post-office basis
 - b. Traffic is considered fair-use when it is the lesser of 500% of the mean average across all post offices, or thirty (30) megabytes per day per account within the post office.
 - c. Breaches will be handled as per regular unmetered traffic conditions.

Allocated Traffic Accounts

37. Bandwidth is limited to the monthly maximum dictated by your plan and/or optional add-on services. In the event that you exceed your bandwidth allocation, you will be required to pay excess data charges per one (1) gigabyte of data overage. The current excess data charges are set at ten dollars (\$7) per one (1) gigabyte. Excess data charges are subject to change at any time without notification. The Subscriber can contact Bluestring at any time to find out what the current Excess data charge is set at.
 - a. Failure to pay Excess data charges may result in termination of your service(s) with Bluestring.
38. The Subscriber can upgrade or downgrade their allocated bandwidth limits at any time; requested changes will take effect from the next calendar month following the request.
39. If a Subscriber reaches 150% of their traffic allocation, Bluestring may take measures to limit further costs by enforcing a maximum traffic limit or transfer speed (bandwidth) limit. Bluestring will make best-effort endeavours to contact the Subscriber to notify them of this clause being executed, but is not required to do so.

Dedicated IP Addresses

40. Bluestring will maintain and control ownership of all Internet Protocol ("IP") addresses that may be assigned to the Subscriber during their use of the Services. Bluestring reserves the right to change or remove any or all IP addresses.

SSL Certificates

41. The Subscriber acknowledges and agrees to pay the associated fees to purchase the digital certificate with the applicable digital certificate provider. Bluestring does not offer refunds

for SSL Certificate purchases and/or renewals for any reason; this includes, but is not limited to, non-use and/or misuse.

42. SSL Certificates are automatically renewed for the Subscriber on the SSL Certificate's anniversary date. Notification of an automatic SSL Certificate renewal will be provided to the Subscriber by email at the start of the month before the anniversary occurs. Should the Subscriber wish to cancel the SSL Certificate, a written request of this intention must be received by Bluestring before the date and time listed in the renewal notification. Bluestring reserves the right to confirm all SSL Certificate cancellation requests with the Subscriber's primary account contact.

Platform Compatibility

43. Bluestring strives to maintain compatibility with a wide range of browsers, operating system and individual user settings, but Bluestring cannot warrant that all Services, tools and pages will perform optimally with every configuration. Bluestring is not responsible for issues and errors experienced whilst using Microsoft, Linux, or other vendor Operating Systems, Applications, and Packages whilst browsing or using web services on Bluestring's Servers or networks.

Data Backup

44. All backup and restoration services are provided for the purpose of Disaster Recovery ("DR") in the event of catastrophic failure within our systems. It is the sole responsibility of the Subscriber to maintain their own backup of their data OR to purchase a backup service from Bluestring.
45. Bluestring will not be liable or responsible for lost data if the Subscriber has not requested Bluestring to undertake a backup service on the Subscriber's behalf.
46. Bluestring will not be liable or responsible for lost data due to third party software that is not authored and/or maintained by Bluestring. Third party software includes, but is not limited to, Microsoft and MySQL.
47. In the event the Subscriber requests the restoration of data, the Subscriber agrees to pay the Data Restoration Fee immediately and without question. The Subscriber will be informed of the current Data Restoration Fee at the time of requesting the data restoration.

Payment

48. The Subscriber agrees to pay for the Services provided directly to the Subscriber or under the Subscriber's account, regardless of whether it is the Subscriber or someone else who uses them.
49. The Subscriber has thirty (30) days from the date of invoice to dispute any charge or payment processed by Bluestring. After this date, the Subscriber agrees to pay the amount in full and relinquishes the dispute.
 - a. All payment related questions or disputes are to be raised with Bluestring's accounts department.
50. All charges payable by the Subscriber for the Services shall be in accordance with the scale of charges and rates published by Bluestring on Bluestring's website or by private agreement

between the Subscriber and Bluestring. Bluestring reserves the right to alter pricing at any time, although all pricing is guaranteed for the period of pre-payment.

- a. In the event pricing is altered, Bluestring will, on a best efforts basis, notify the Subscriber fifteen (15) days in advance of the effective date of the change.
51. Charges for Services billed on a fixed period basis (weekly, fortnightly, monthly, quarterly and yearly) are billed on (and the Subscriber becomes liable for them on) the first day of the period. The Subscriber must pay for the full period, regardless of how much the Service is utilised by the Subscriber during that period.
52. Payment is due upon the due date as listed on the invoice. All payments must be in New Zealand dollars and withdrawable at a New Zealand bank. Accounts are in default if payment is not received by end of business on the due date listed on the invoice (generally the 20th of the month following the date of invoice).
53. If payment is made by cheque and that cheque is returned by the bank as unredeemable, the Subscriber will be deemed to be in default, and will be liable for an additional "returned cheque" charge of twenty five dollars (\$25).
54. Accounts unpaid after the due date of the invoice may, at Bluestring's sole discretion, have their account and/or any/all of the Services on that account suspended, reduced or terminated. Notice of the intention to perform any action to an overdue account will be provided by Bluestring, on a best efforts basis, fourteen (14) days prior to the action occurring.
55. Should the overdue account extend past sixty (60) days, Bluestring reserves the right to engage a debt recovery agent to act on its behalf to recover all outstanding balances. The Subscriber agrees to pay Bluestring its reasonable expenses, including but not limited to, all solicitor and collection agency fees, incurred in enforcing its rights under these Terms and Conditions.
56. No deduction or set-off against any amount due is permitted.
57. In the event the Subscriber's account is suspended or terminated, Bluestring will have no obligation to carry on providing service for the Subscriber. Bluestring will preserve all files, information and email under the account for thirty (30) days following the action. If payment is not forthcoming, at the end of the thirty (30) days, Bluestring may, at its discretion, delete all information held under the Subscriber's account.
 - a. Bluestring will not release any retained information to the Subscriber while payment is outstanding.
58. If the Subscriber's Service is suspended due to legal infringement or alleged legal issue, Bluestring may retain and present the relevant data, database(s), website(s), and email information to relevant authorities on request or demand from any such legal organisation or authority.

Credit References and Provision of Related Services

59. The Subscriber authorises Shard Software to check the Subscriber's credit status with any credit reference agency and/or credit referees the Subscriber provides as Shard Software sees fit from time to time, and to pass on credit information about you to any credit reference agency at any time. If the Subscriber is not satisfied with the information that Shard Software receives from any credit reference agency, the Subscriber must deal directly with the credit reference agency to resolve this.

60. Shard Software may decline the Subscriber's application for the Services (and/or any request for Additional Services) at Shard Software's discretion and Shard Software will not be required to disclose of credit criteria or the reasons for the rejection.

Third Party Supplier Payment

61. Bluestring may, upon prior agreement with the Subscriber, obtain services from third party suppliers on behalf of the Subscriber. Where Bluestring acts in this capacity, the Subscriber agrees to pay all charges incurred by Bluestring from the third party supplier. In the event the Subscriber fails to pay Bluestring by the due date, the Subscriber will be liable for all fees, including but not limited to, late payment charges and interest charged to Bluestring by the third party supplier.

Use of Accounts

62. The Subscriber agrees that Bluestring has the right to delete all data, files, or other information that is stored in the Subscriber's account if the Subscriber's account with Bluestring is cancelled, for any reason, by either Bluestring or the Subscriber.
63. System accounts cannot be transferred or used by anyone other than the Subscriber.
64. No more than one (1) login session may be used at any time by the Subscriber or any system account. If the Subscriber has multiple accounts, the Subscriber is limited to one (1) login session per systems account at any time. User programs may be run only during login sessions. Accounts which have been transferred to other parties, or which show other activity in violation of this paragraph, or paragraph 54 herein, are subject to immediate cancellation.
65. Bluestring exercises no control whatsoever over the content of the information passing through Bluestring.

Marketing

66. The Subscriber agrees that Bluestring may:
- a. Send the Subscriber emails with articles and information about Bluestring, and its products, services or thoughts that Bluestring believes to be of interest to the Subscriber. The Subscriber may elect not to receive such emails at any time by clicking the 'unsubscribe' link at the bottom of such communications.

Refund and Cancellation

67. The Subscriber is free to cancel the Service at any time by contacting Bluestring and requesting the cancellation of the Service in writing. All cancellations must be received by Bluestring before the end of that calendar month; otherwise the Subscriber will be liable for another month's worth of service charges. Bluestring will verify, to the best of its ability, the cancellation request with the Subscriber's primary contact.
- a. Once a cancellation notice has been received, Bluestring will keep all files, information and email in the Subscriber's account available until the end of that calendar month. At the end of that calendar month all Subscriber information will be deleted, unless a prior arrangement between Bluestring and the Subscriber exists.
68. All payments made to Bluestring are non-refundable. This includes, but is not limited to, any one time fees, setup fees, monthly fees, annual fees, and bi-annual fees regardless of usage.

69. In the event Bluestring provisions, sets up, or configures a Service for the Subscriber, then the Subscriber chooses not to proceed with that Service, Bluestring may, at its sole discretion, not charge the Subscriber for the provisioned Service. However the Subscriber agrees to pay for all associated setup and/or deployment charges for the provision, set up or configuration of that Service.
70. Refunds will not be given on domain name registration or renewal fees, or additional items or services; this includes but is not limited to, SSL Certificates, Dedicated IP Addresses, hosting charges, email charges, or excess data charges. The following exceptions exist:
 - a. If a credit card has been charged for a domain name which was subsequently found to be unavailable for purchase. Such cases would only occur if in the small window between checking domain availability and the purchase of the domain, an outside party purchased the name or in the event of a failure of the domain availability checker. Should such a case occur, Bluestring will refund the full amount charged to the Subscriber's credit card within three (3) business days, notwithstanding any reversal delay caused by the Subscriber's bank.
 - b. Should Bluestring be in breach of an active SLA refunds shall be made to the Subscriber as per the Terms and Conditions listed in the SLA. Refunds will be made in terms of a credit on the Subscriber's next month's invoice.
 - c. Bluestring reserves the right, at its sole discretion, to offer a refund to the Subscriber for any unused portion of a Service that has been billed.
71. No refund will be given under any circumstance, unless required by law if:
 - a. If a Subscriber's account has been terminated or suspended for violating Bluestring's Terms and Conditions.
 - b. If a Subscriber's account has been terminated or suspended due to non-payment to Bluestring.
72. Where payment has been made to Bluestring by credit or debit card, any refund due will only be issued to that same credit or debit card.
73. Where the Subscriber is in default, or Bluestring has reasonable grounds to believe the Subscriber is in default, under the provision of these Terms and Conditions, Bluestring may suspend, cancel or terminate the provision of Service to the Subscriber. Notice of the intention to perform any action will be provided by Bluestring, on a best efforts basis, fourteen (14) days prior to the action occurring.
74. If the Subscriber is a company and goes into insolvent liquidation, appoints an administrator or administrative receiver, or enters into a voluntary arrangement with its creditors, Bluestring shall be entitled to suspend, cancel or terminate the Service. Notice of the intention to perform any action will be provided by Bluestring, on a best efforts basis, fourteen (14) days prior to the action occurring.
75. Cancellation does not relieve the Subscriber of any outstanding charges.

Termination on Default

76. Bluestring may at its sole discretion, cancel any service where payment has not been received thirty (30) days past the due date. In the instance a Service has been cancelled under this condition, both legal and financial obligations to the Subscriber will survive any agreement with Bluestring. Payment for the cancelled Service will remain due and Bluestring may, at its sole discretion, opt to pursue recovery via the use of a debt recovery agent. Engagement of a

debt recovery agent will incur additional charges which will also be payable by the Subscriber.

Refusal of Service

77. Bluestring may refuse service to a Subscriber. Where service has been refused to an existing Subscriber, a reason will be provided for refusal of the requested Service.
- a. Bluestring may, at its sole discretion, refuse service if:
 - i. The Subscriber has an overdue account;
 - ii. The Subscriber's account has been suspended, cancelled or terminated;
 - iii. The Subscriber misuses services or fails to comply with client obligations or any reasonable request from Bluestring;
 - iv. The Subscriber is subject to legal action, such as recovery or court proceeding initiated by Bluestring.

Removal of Subscriber Information

78. On cancellation or termination of Service, Bluestring will automatically remove and delete any applications, databases, websites, email, hosting related information, stored information and customer details. This is by way of normal process and is an automated function of Bluestring's software and infrastructure. The Subscriber should request a copy of any information from Bluestring at the time of account cancellation.

Reporting a Violation of Terms and Conditions

79. Should a party witness a violation of these Terms and Conditions, that party should notify Bluestring at their earliest convenience. Complaints may be investigated by Bluestring; however Bluestring shall be under no obligation to act in regards to any complaint. Any action taken will be at Bluestring's sole discretion.
- a. Notice of violations should be directed to the Bluestring Administration Team and should contain the following information:
 - i. Identification of the individual or entity which the complainant believes has violated these Terms and Conditions;
 - ii. Identification and description of the nature of the violation
 - iii. The address, telephone number, or email address of the complaining party;
 - iv. A statement, under penalty of perjury, that the information in the notification is accurate.

Warranties

80. Warranties:
- a. Bluestring makes no warranties of any kind, whether expressed or implied. Bluestring will not be responsible for any damage suffered. This includes loss of data resulting from delays, non-deliveries, miss-deliveries, or service interruptions. Use of any information obtained via Bluestring is at the Subscriber's own risk. Bluestring specifically denies any responsibility for the accuracy or quality of information obtained through its services.

- b. To the maximum extent permitted by law all terms, warranties or representations, whether statutory or otherwise and whether expressed or implied, oral or written as to the state, merchantability, quality, fitness for purpose, or fitness of the service and its maintenance are hereby excluded.
- c. The Subscriber acknowledges that any warranty that is provided in connection with any product and/or service available through Bluestring is provided solely by the owner, advertiser or manufacturer of that product and/or service, and not by Bluestring.

Indemnity

81. The Subscriber shall indemnify Bluestring and hold Bluestring harmless from and against any breach by the Subscriber of these Terms and Conditions and any claim brought against Bluestring by a third party resulting from the provision of Service by Bluestring to the Subscriber and the Subscriber's use of the Services, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred by Bluestring in consequences of the Subscriber's breach or non-observance of these Terms and Conditions.

Limitation of Liability

82. All conditions, terms, representations and warranties relating to the Service supplied under these Terms and Conditions, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these Terms and Conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded, subject always to sub clause.
83. Nothing in these Terms and Conditions shall exclude Bluestring's liability for death or personal injury resulting from Bluestring's negligence.
84. In any event, no claim shall be brought unless the Subscriber has notified Bluestring of the claim within one (1) year of it arising.
85. In no event shall Bluestring be liable to the Subscriber for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever.
86. Exclusion of Liability:
- a. Any defect in the Service or in its maintenance shall not entitle the Subscriber to immediate cancellation of the Service.
 - b. Without limiting the other terms, the Subscriber's sole remedy against Bluestring shall be limited to breach of Contract and Bluestring's sole and total liability for any such claim shall be limited to, at the option of Bluestring, either the re-supply of the Service or the amount of the current monthly Subscriber's levies for the month during which the breach allegedly occurred.
 - c. Subject only to Bluestring's liability for breach of Contract (if any) pursuant to clause 76(b) above, Bluestring will not be liable to the Subscriber for any claim for breach of contract, breach of statute, or breach of duty in tort (including negligence) or for any claim in equity or otherwise at law for any losses or damages whether general, exemplary, punitive, direct, indirect or consequential (including any claim for loss of

profits) however caused which may be suffered or incurred by the Subscriber or any third person or which may arise directly or indirectly out of or in respect of this contract or the services (or its maintenance) or by reason of any act or omission on the part of Bluestring to comply with its obligations under these Terms and Conditions.

- d. Notwithstanding anything herein contained or implied no employee, agent or director of Bluestring will be liable to the Subscriber for any breach of duty or care in contract, tort, equity, or otherwise in relation to the performance of obligations under these Terms and Conditions or in relation to the subject matter of these Terms and Conditions.
- e. The Consumers Guarantees Act 1993 will not apply when the Subscriber acquires (or holds itself out as acquiring) Service for the purpose of a business as defined in that Act.
- f. This clause shall survive termination of this contract.

Copyright / Intellectual Property Right

87. Bluestring's logos, product and service names are the property of Bluestring Limited.

Copyright is asserted in all the contents of this website, and any related Bluestring website, (including by not limited to, text, graphics, logos, icons, sound recordings, and software) and all promotional material produced by or on behalf of Bluestring. Except as expressly authorised by these Terms and Conditions, the Subscriber may not in any form or by any means:

- a. Adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of this website;
- b. Commercialise any information, products or services obtained from any part of this website;
- Without Bluestring's written permission.

88. Should a party discover a breach under the Copyright Act 1994, the Copyright (New Technologies) Amendment Act 2008, and/or any other such relevant Act, that party should notify Bluestring at their earliest convenience. Complaints may be investigated by Bluestring; however Bluestring shall be under no obligation to act in regards to any complaint. Any action taken will be at Bluestring's sole discretion.

- a. Notice of violations should be directed to the Bluestring Administration Team and should contain the following information:
 - i. A physical or electronic signature of a person authorised to act on behalf of the copyright owner that is allegedly infringed;
 - ii. Identification of the copyrighted work claimed to have been infringed;
 - iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity;
 - iv. The address, telephone number, or email address of the complaining party;
 - v. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorised by the copyright owner, its agent, or the law.

- vi. A statement, under penalty of perjury, that the information in the notification is accurate, and that the complaining party is authorised to act on behalf of the owner of an exclusive right that is allegedly infringed.
 - b. When a complaint is investigated, Bluestring will contact the Subscriber and provide a copy of the complaint received. Should the Subscriber admit to the offence, or Bluestring disagrees with the offered explanation, the Subscriber will receive notification to remove the content within seven (7) days. Should the Subscriber fail to remove the requested content within the timeframe, Bluestring will, at its discretion, remove or block access to the content. Should a Subscriber repeatedly breach copyright laws, Bluestring will terminate the Subscriber's account.
 - c. Should Bluestring disagree with the complaint received or the Subscriber offers a reasonable counter-argument, Bluestring will serve as an intermediary to pass information back and forth between the Subscriber and the complainant. If a consensus is unable to be reached between the parties, Bluestring will take no action until a court order is received.
89. Bluestring will not be liable for copyright infringements by the Subscriber.

Notices

90. Any notice to be given by either party to the other, may be sent either by email, fax or recorded delivery to the address of the other party as appearing in the Subscriber's Account Details, Bluestring's Website, or such other address that has been communicated to the other in writing. If a notice is sent by email, unless the contrary is proved, it shall be deemed as received on the day it was sent. If notice is sent by fax, it shall be deemed to be received on receipt of an error free transmission report. If notice is sent by recorded delivery, it shall be deemed to be received two days following the date of posting.

Force Majeure

91. Bluestring shall not be liable to the Subscriber or to any other person for any loss or damage directly or indirectly arising out of or in connection with any failure to perform any term of these Terms and Conditions where such a failure is caused directly or indirectly by an act of God, fire, armed conflict, labour dispute, civil commotion, intervention of a government, inability to obtain labour, materials or facilities, and accidents, interruptions of, or delay in transportation, or any other cause outside of Bluestring's reasonable control.

Severability

92. Should any provision of these Terms and Conditions be held to be illegal, invalid, or unenforceable by a court of law, the legality, validity and enforceability of the remaining provisions of these Terms and Conditions shall remain unaffected thereby unless otherwise stated.

Survival of Certain Provisions

93. Each indemnity under this Agreement is a continuing indemnity and shall constitute a separate obligation of the party giving the indemnity from its other obligations under this

Agreement and unless a contrary intention is indicated shall survive the termination or completion of this Agreement.

Proper Law

94. These Terms and Conditions shall be governed by New Zealand law. The Subscriber agrees to submit to the exclusive jurisdiction of the New Zealand Courts.

Headings

95. Headings are included in these Terms and Conditions for convenience only and shall not affect the constitution or interpretation of this Agreement.

Torturous Conduct

96. No Subscriber shall use the Service to distribute, in any form or manner; defamatory, scandalous, or private information about a person without their consent, intentionally inflict emotional distress, or violate trademarks, copyrights, or other intellectual property rights.
97. Any abuse towards any Bluestring employee will not be tolerated. The Subscriber is expected to request and respond to support and other matters in a professional manner. Any cursing, yelling, or intentional disruptive behaviour aimed at Bluestring or its employees shall be considered a violation of these Terms and Conditions.
98. Any threat; whether verbally, orally, written, or delivered by second parties, directed towards Bluestring or any of its employees, partners, equipment, and concerns shall be constructed as a violation of these Terms and Conditions.
99. Any conduct viewed as violating this section shall be considered a violation of these Terms and Conditions. Bluestring will be the sole arbitrator in regards to what is deemed as a violation.
100. No refunds will be given when a breach of this section necessitates the removal of the Subscriber's account.

Entire Agreement

101. The Subscriber warrants he/she/it has not relied on any representation made by, or on behalf of Bluestring which has not been expressly stated in these Terms and Conditions; or upon any publicity material or brochures produced by, or on behalf of Bluestring.
102. These Terms and Conditions constitute the complete and exclusive understanding between the parties in relation to the subject matter hereof and supersedes all prior contracts, proposals, communications, and representations made by either party (whether oral or written). These Terms and Conditions shall prevail over any inconsistent Terms and Conditions in any other contact between the parties whether in correspondence or otherwise and any conditions or stipulations to the contrary are hereby excluded and extinguished. Except as otherwise expressly stated in these Terms and Conditions, neither party has any other responsibility or obligation to the other.
103. Non Waiver: Failure to any party to enforce any right or obligation with respect to any matter arising in connection with these Terms and Conditions 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 these Terms and Conditions 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 contract.

Amendments to Terms and Conditions

104. Bluestring reserves the right to amend these Terms and Conditions from time to time. Amendments will be effective immediately upon notification on this website. The Subscriber's continued use of Bluestring's website or the Service following such notification will represent an agreement by the Subscriber to be bound by the Terms and Conditions as amended.

Linked Websites

105. This website may contain links to other websites ("linked websites"). These links are provided for convenience only and may not remain current or be maintained.
106. Bluestring is not responsible for the content or privacy practices associated with linked websites.
107. Links with linked websites should not be construed as an endorsement, approval, or recommendation by Bluestring of the owners or operators of those linked websites, or of any information, graphics, materials, products or services referred to or contained on those linked websites, unless and to the extent stipulated to the contrary.

Privacy Policy

108. Bluestring undertakes to comply with the terms of its privacy policy which is available on this website.
109. The Subscriber is aware of his/her/its rights under the Privacy Act 1993 to have access to personal information held by Bluestring and to request correction to the information and to be informed of action taken in response to any such request and/or request that there be attached to the information a statement which the Subscriber can supply to Bluestring relating to the fact that the Subscriber has requested a correction. The Subscriber agrees to pay Bluestring the reasonable charges requested by Bluestring in relation to time and attendances involved in complying with the Subscriber's request in this regard.

Security of Information

110. No data transmission over the internet can be guaranteed as totally secure. While Bluestring strives to protect such information, Bluestring does not warrant and cannot ensure the security of any information which the Subscriber transmits to Bluestring. Accordingly, any information which the Subscriber transmits to Bluestring is transmitted at the Subscriber's own risk. Nevertheless, once Bluestring receives the Subscriber's transmission, Bluestring will take reasonable steps to preserve the security of such information.