

Corporate Application Form Adonis Technology

POST COMPLETED FORM TO: ATTN: CREDIT
PO Box 16181 Hamilton New Zealand Phone:
+64 7 823 6501 Fax: +64 7 823 8127
www.adonistechnology.lgrtech.com

DOCUMENTS MUST BE FULLY COMPLETED BEFORE AN ACCOUNT CAN BE OPENED AND PRICING QUOTED

Do you intend to resell products purchased from Adonis
Technology?

YES NO

Please ensure that all documents are legible and fully
completed.

Accounts are reviewed after six months, after
opening.

SECTION 1: ACCOUNT INFORMATION

Corporation or Limited Co.

Partnership

Proprietor

Registered name of your company? _____ Incorporation
No: _____

Trading name or "Trading As" name?

Incorporation Date: _____ Date business started: _____ Under present ownership since (date): _____

Previous Business Trading Name if business has been operating less than two years

Property occupied: Leased Owned Under Mortgage Rented

Does this company already have an Adonis
Technology Account?

Yes No If yes, list Account

Number: _____

Is your company the parent or subsidiary of another
company?

Yes No If yes, list company and location

Is your company Postal address and Delivery address
the same? Yes No

Postal address:

Address: _____

City: _____

Postal Code: _____ Country: _____

Telephone: _____ Fax: _____

Delivery address:

Address: _____

City: _____

Postal Code: _____ Country: _____

Telephone: : _____ Fax: _____

Internet Web Site Address:

SECTION 2: OWNER INFORMATION - FULL NAME AND PRIVATE ADDRESS OF DIRECTORS/OWNERS

Surname: _____ First Name: _____ Address: _____ Birth Date: _____

Surname: _____ First Name: _____ Address: _____ Birth Date: _____

Surname: _____ First Name: _____ Address: _____ Birth Date: _____

Surname: _____ First Name: _____ Address: _____ Birth Date: _____

If a sole trader or proprietors please provide birth date:

SECTION 2 A: CONTACT DETAILS

Contact Names:

Director _____ Phone No: _____ Email: _____

Manager: _____ Phone No: _____ Email: _____

Technical: _____ Phone No: _____ Email: _____

Sales: _____ Phone No: _____ Email: _____

Marketing: _____ Phone No: _____ Email: _____

Accounts: _____ Phone No: _____ Email: _____
Purchasing: _____ Phone No: _____ Email: _____

SECTION 2B: WEB SITE - ACCESS ID AND PASSWORD ACTIVATION

Who in your company will co-ordinate access and passwords to our Website?

Name: _____ Telephone: _____ Company position: _____
Mobile: _____ Email: _____

SECTION 3: NATURE OF YOUR

1. Is your company in the IT business? Yes No If no, what is your primary market?

Check all of the following categories that best describes your **Company**.

- Corporate Reseller Exporter Mass Merchant VAR / Systems Consultant Other:
 Dealer / Retailer Manufacturer OEM Wholesale Distributor

2. Which category best describes your company's ownership affiliation: Affiliated with franchise group Member of Franchise Group Independent Reseller Owner-Operated Chain Location

3. On average, which of the following best describes your company's total monthly spend on product **PURCHASES**? **(Check one (1) answer only.)**

- Under \$3000 \$25,000 - \$50,000 \$150,000 - \$199,999 \$500,000 - \$749,999
 \$ 3,000 - \$9,999 \$50,000 - \$99,999 \$200,000 - \$249,999 \$750,000 - \$999,999
 \$10,000 - \$24,999 \$100,000 - \$149,999 \$250,000 - \$499,999 \$1,000,000 or more

4. How many people does your company employ? 1-5 6-10 11-20 21-50 51-100 101+

5. What were your gross sales last year? \$ _____ Current Gross Sales Year-To-Date \$ _____

6. Please supply a 1-2 page **Business Overview** to accompany this application

SECTION 4: TERMS / TYPE OF ACCOUNT

Amount of credit line requested: \$ _____

Terms of Payment: Credit Card (time of purchase only) 20th month following invoice

SECTION 5: TRADE INFORMATION

Trade references must be industry related credit account references- all fields compulsory

Name: _____ Contact: _____ Telephone: _____ Fax: _____
Name: _____ Contact: _____ Telephone: _____ Fax: _____
Name: _____ Contact: _____ Telephone: _____ Fax: _____

Personal Information

Gallagher & Co Consultants Ltd T/A Adonis Technology will use any personal information on this form for credit, administration, service and marketing purposes. If full information is not provided your application for credit may be declined. You have the right of access to, and to ask for correction of personal information. You authorise any person or company to provide Gallagher & Co Consultants Ltd T/A Adonis Technology with such information as it may require in response to credit and/or other enquires. You further authorise Gallagher & Co Consultants Ltd T/A Adonis Technology to furnish to any third party details of this application and any subsequent dealings that you may have with it as a result of this application being actioned by you and in relation to any account you may have with it. You understand that Gallagher & Co Consultants Ltd T/A Adonis Technology may register a security interest over any goods it supplies to you.

Customer Declaration

I declare that the information above is true and correct. I warrant that I am solvent and able to pay my debts as they fall due. I have read the attached Terms of trade, and agree to be bound by them.

Name _____ Signature _____ Position _____
Name _____ Signature _____ Position _____

Please note: Two directors must sign. If the company has only one director, the signature must be witnessed.

Witness _____ Date / /

For Adonis Technology's Use

Authorised By:

Sales Manager _____ Credit Manager: _____

Credit Limit Granted _____ Channel Code: _____

Account Manager: _____ Date Opened: _____

**GUARANTEE AND INDEMNITY IN FAVOUR OF
GALLAGHER & CO CONSULTANTS LTD T/A ADONIS TECHNOLOGY (“Adonis Technology”)**

IN CONSIDERATION of Adonis supplying and continuing to supply goods and/or services to _____ (legal name)

(The “Purchaser”), I/WE JOINTLY AND SEVERALLY: _____
(personal names)

1. UNCONDITIONALLY and irrevocably guarantee to Adonis the due and punctual payment by the Purchaser of all sums which are presently owing or may in future become owing to Adonis Technology in the manner and at the times agreed upon between Adonis Technology and the Purchaser and where any default has been made by the Purchaser in payment of any sums due to Adonis Technology I/WE will forthwith pay the sum due to Adonis Technology upon demand being made of ME/US by Adonis Technology.
2. HOLD HARMLESS AND INDEMNIFY Adonis Technology on demand, as a separate obligation, against any liability (including, but not limited to damages, costs, losses, and reasonable legal fees) incurred by or assessed against Adonis Technology in connection with: the supply of goods (or services) to the Purchaser; the failure of the Purchaser to make due and punctual payment of sums due to Adonis Technology; the recovery of moneys owing to Adonis Technology by the Purchaser; the failure of the Purchaser to observe and perform any covenant; condition or obligation that the Purchaser ought to have performed or observed under any contract with Adonis Technology and/or for moneys paid by Adonis Technology with the Purchaser’s consent in settlement of a dispute that arises or results from a dispute between Adonis Technology, the Purchaser and a third party or any combination thereof or over the supply of goods or services by Adonis Technology to the Purchaser, whether or not the liability of the Purchaser is or has become void or unenforceable for any reason and whether or not the guarantee set out above shall be void or unenforceable against ME/US for any reason;

This Guarantee and Indemnity shall constitute an unconditional and continuing guarantee and indemnity and accordingly shall be irrevocable and shall remain in full force and effect until a written release is provided by Adonis Technology.

I/we agree to waive any rights of subrogation in respect of any security held by Adonis Technology in respect of the Purchaser’s obligations to you until the Purchaser has paid all moneys due to Adonis Technology in respect of the goods and all other obligations under any agreement between Adonis Technology and the Purchaser.

No granting of credit, extension of former credit, or granting of time, waiver, indulgence, or neglect to sue on Adonis Technology’s part (whether in respect of the Purchaser or any one or more of the guarantors or otherwise), variation or modification of the terms and conditions of sale or other agreement with the Purchaser, failure by any named guarantor to properly execute this deed, no liquidation or insolvency of the Purchaser, the doing or omission to do any thing which would otherwise release me/us as guarantor or any other fact, matter or thing shall impair, limit or release the liability of any guarantor under this Guarantee and Indemnity it being the intention of the parties to this guarantee and indemnity that the obligations of the guarantors shall be absolute and unconditional in any and all circumstances. Without affecting the Purchaser’s obligations to Adonis Technology or any other act, omission, matter, circumstance or law whereby I/WE as surety only would, but for the provisions of the clause, have been released from liability, each guarantor shall be a principal debtor and liable to Adonis Technology accordingly.

This Guarantee and Indemnity is in addition to, and not in substitution for, any other security or rights which Gallagher & Co Consultants Limited T/A Adonis Technology may presently have or subsequently acquire against the Purchaser and this Guarantee and Indemnity may be enforced against any guarantor without having recourse to any such security or rights and without making demand or taking proceedings against the Purchaser.

By signing this guarantee and indemnity I/WE acknowledge that Adonis Technology has recommended that I/we obtain independent legal advice as to the effect of the above Guarantee and Indemnity and the potential liability faced by me/us as guarantor(s). I/We confirm that I/we have obtained, or elected not to obtain, such independent legal advice and have agreed to provide the Guarantee and Indemnity.

GUARANTOR 1	
SIGNED:	SIGNATURE OF WITNESS:
Full Name:	Name of Witness:
Residential Address:	Residential Address:
.....	Occupation:

EXECUTED as a Deed this _____ day of _____ 20____

GUARANTOR 2	
SIGNED:	SIGNATURE OF WITNESS:
Full Name:	Name of Witness:
Residential Address:	Residential Address:
.....	Occupation:

EXECUTED as a Deed this _____ day of _____ 20____

- Note:
1. If the Purchaser is a company the guarantor(s) should be the director(s) and/or shareholder(s)

GALLAGHER & CO CONSULTANTS LIMITED T/A ADONIS TECHNOLOGY TERMS OF TRADE

These terms of trade set out below govern all of the supplies of Products from VBox Distributors in Australia and New Zealand to the dealer/reseller ("you, your"). They are effective from 1st January 2017 and will replace all earlier terms of trade and any conditions contained in any document used by you and purporting to have contractual effect. Your acceptance of any Products from our distributors indicates your continuing acceptance of these terms of trade. You warrant that you are a bona fide reseller of the Products that you acquire from our distributors.

1. General

- 1.1. In these conditions, "Software" includes all relevant documentation, manuals, printed and written matter; "Supplier" means VBox Communication's and its authorised distributor; "Distributor" means authorised distributor; "Products" means VBox TV Gateway, peripherals, accessories, Software and other goods or services of any kind which are supplied by Us to you primarily for resupply by you; "Website" means any internet website owned and operated by Us.
- 1.2. Where you purchase any Products presented on the Website or otherwise use the Website, the Website trading terms, which incorporate these terms of trade, shall apply. Where you acquire goods or services supplied by other parties through the Website or through links on the Website, you do so on the condition that We are not liable to you in any way for those goods or services.

2. Price and Orders

- 2.1. Prices may be altered without notice.
- 2.2. The supplier and the distributor reserve the right to refuse to accept any order or any part of an order, and to deliver goods by instalments, in which case each instalment will comprise a separate contract and shall be paid for as if it were a separate order.
- 2.3. You may not cancel orders for goods including software and service packs which are not stock items. You may not cancel other orders except with our written consent. Where we consent we reserve the right to recover costs incurred in servicing your order.

3. Risk and delivery

- 3.1. You are responsible for insurance and risk in the Products from the earlier of the time they are received by a carrier for delivery to you or the time they are collected by you or your agent.
- 3.2. You agree to pay all delivery costs.
- 3.3. Where goods appear to be damaged or short-delivered you must contact the carrier and the distributor immediately and supply to the carrier and to the distributor a copy of the proof of delivery with the loss or damage described on it. All claims for shortage or damage during delivery must be confirmed in writing to the distributor within 5 days of the date of delivery. Damaged goods must be made available for inspection by the carrier.
- 3.4. We and the distributor will make every effort to ensure delivery of Products, or performance of services, is on time, but will not be liable to you for any loss or damage arising in any way from any delay in delivery or performance. Delay in delivery or performance does not entitle you to cancel any order.
- 3.5. Unless otherwise stated in writing, all Products will be box shipped and it is your responsibility to assemble, configure and install them.
- 3.6. Where you ask us to deliver goods directly to another person, that person takes possession of the goods for you as your agent, and you are still directly responsible to us and the distributor under these terms of trade.

4. Payment

- 4.1. Unless the distributor has agreed in writing to extend credit to you, you must pay by direct credit into a bank account nominated by the distributor or by credit card before supply.

- 4.2. Where the distributor has agreed in writing to extend credit to you, you must pay in full by the due date checked under "terms of payment" on your application form (or if no due date is checked, within 7 days of the date of invoice), unless the distributor has agreed in writing to different payment terms. Your payment is made only when funds have fully cleared through the banking system into the distributors nominated bank account. Payments which you make to the distributor will be considered to be applied first to any amount owing in respect of service work, then to payment for any goods which have been purchased as inventory and which have been sold by you, then to payment for goods supplied by us which have not been sold by you. We may allocate your payments in this manner at any time after receipt even if we have sent you a statement which indicates payments are allocated in a different manner.

- 4.3. The distributor may debit your account with reasonable costs incurred as a result of your choice of payment method.

- 4.4. The distributor has sole discretion to determine the amount of credit extended to you at any time.

- 4.5. You agree to pay for the Products in full without deduction or setoff and to pay goods and services tax and any other government duties, levies or taxes in respect of the Products, whether these are incurred in Australia, New Zealand or elsewhere.

- 4.6. If payment is not made in full by the due date, the distributor is entitled to charge you interest on the unpaid overdue balance at the rate of 5% per annum above the current overdraft rate charged by our bankers, compounding monthly on the unpaid balance owing on the first day of each month until payment in full is received by the distributor, and the distributor may charge you costs (including collection costs and legal costs on a solicitor-client basis) and suspend delivery of further Products or performance of further services until the account is paid.

- 4.7. Notwithstanding clauses 4.2 and 4.3 above, all payments shall immediately become due to the distributor if you refuse to accept delivery of any Products without reasonable cause, if the distributor reasonably believe that the information which you have given in your application for credit is incorrect or no longer correct and you have failed to give us correct information satisfactory to the distributor within 5 days of our request, if you sell or otherwise dispose of any goods which have not been paid for without the distributors consent, if you become insolvent, commit any act of bankruptcy, if a receiver, liquidator or statutory manager is appointed over any of your assets or undertaking, if you make or attempt to make an arrangement or composition with creditors, or if you fail to comply with any of the provisions of clause 6.

5. Property

- 5.1. With the exception of Software which is subject to licence (where it is not intended that title should ever pass to you, but shall remain in VBox Communications as principal or as agent for the software licensor), property and ownership in Products, whether in their original form or incorporated in or attached to another product will not pass to you but will remain with the distributor until the distributor receives payment in full of the purchase price of the Products and all other amounts that you owe to the distributor for any reason.

- 5.2. Until property passes to you, you shall hold any Products in trust as fiduciary bailee for the distributor and/or the software licensor, and store them in a manner to enable them to be identified and cross referenced to particular invoices.

- 5.3. Unless otherwise notified in writing, where goods are supplied to you as inventory or otherwise for resupply (including by way of attachment to or incorporation into manufactured or assembled goods) you are authorised to sell the Products in the ordinary course of your business, but you must hold any accounts receivable or other proceeds for the distributors benefit. If you use any money proceeds to purchase replacement inventory, you hold that replacement inventory and its proceeds as collateral for the distributors benefit until all sums owing to the distributor are paid.

- 5.4. Where you acquire any Products for your own use as equipment, you must tell us immediately in writing and you must not resell or part with possession of those Products before you have paid for them in full, unless we have given you written consent.

- 5.5. Where the distributor reasonably believes you are or will be in breach of any part of clauses 4, 5 or 6 of these terms of trade:

- (a) The distributor or its agent may without notice enter any premises under your control to remove any Products which are the property of the distributor, including Products installed in or attached to any other goods, using such force as is necessary, and without prejudice to any other of the distributor's rights;

- (b) The distributor may appoint a receiver of all or any part of the collateral (being Products supplied by The distributor together with proceeds in any form) in accordance with clause 25 of the Auckland District Law Society Memorandum of General Terms and Conditions 6302, as amended from time to time. That clause is incorporated into these terms of trade in its entirety, together with any other clauses necessary for its operation. You indemnify the supplier and the distributor against all costs and claims in respect of its exercise of rights under this clause 5.

6. Security interests

- 6.1. If the distributor already has a perfected security interest in the products supplied to you together with their proceeds, that security interest is continued under these terms of trade. Otherwise, you grant the distributor a security interest in the Products supplied to you. The security interest covers the Products together with all proceeds, whether or not those Products have become accessions to other goods or processed or commingled into or mixed with other goods. The goods and services subject to the security interest will be described on our invoices. Where Products that the distributor supplies to you have become mixed with other similar goods supplied by other persons, you grant the distributor a security interest in the mixed goods to the value of the Products in the mixture that the distributor has supplied to you but which have not yet been paid for.
- 6.2. You agree that you will do all acts necessary and provide to the distributor on request all information require to register a financing statement over the Products and their proceeds of all kinds, and that you will advise the distributor immediately in writing of any changes to that information. You waive all rights to receive a copy of any verification statement of a financing statement.
- 6.3. You agree that you will supply the distributor, within 2 business days of request, with copies of all security interests registered over your personal property, and you authorise the distributor as your agent to request information from any secured party relating to any security interest which is held in any personal property which is or has been in your possession or control.
- 6.4. You agree that the distributor may require you to pay all reasonable costs, including legal costs on a solicitor-client basis, associated with the discharge or amendment of any financing statement registered by the distributor, whether or not the change was initiated by you.
- 6.5. If the distributor repossess goods under this agreement, the distributor may retain those goods or dispose of them without notice to you or any other person, and, after deducting reasonable costs of sale, the distributor will credit any surplus by way of setoff against any sums owing to the distributor. The distributor shall not be obliged to furnish you with the statement of account or to pay to any person other than you or your receiver or liquidator any sum in excess of the total amount you owe the distributor at the time the distributor credits your account. The distributor will not be obliged to reinstate this agreement or resupply any repossessed inventory or equipment to you.
- 6.6. You authorise the distributor to search the Personal Property Securities Register at any time for any information about you or (if you are a company) your parent or associated companies.

7. Returns

- 7.1. You acknowledge and agree that returns shall be accepted by the distributor only in accordance with our returns policy as notified to you from time to time, and that you may receive a full or partial credit for goods that have been returned to the distributor only if, and to the extent that, the distributor has consented in writing.
- 7.2. Where the distributor agrees to the return of goods you must return them in new condition in original undamaged packaging.

8. Warranties

- 8.1. Goods are subject to the manufacturers' warranties only (if any). The distributor will pass on the benefit of those warranties to you, without being directly liable to you under any warranty. Manufacturer's warranties are set out on the Website.

- 8.2. Where goods are subject to a return to base warranty, you are responsible for returning them to the distributor or the manufacturer (as provided by the warranty) and you may be responsible for additional costs including (but not limited to) freight.

- 8.3. Any warranty may be voided by unreasonable use, damage or misuse (including problems caused by misuse or damage after the goods have left the distributor's care), negligent installation or operation, inadequate packaging, cleaning or maintenance, unauthorised repairs, modifications or the addition of hardware, software or consumables not supplied by the distributor. You will not be entitled to the benefit of any warranty if any sum that you owe the distributor for any reason is overdue.

9. Obligations to suppliers

- 9.1. We may impose certain conditions on you from time to time where our suppliers require us to do so.

10 Compliance to U.S. Export Laws and other relevant export control laws

- 10.1. Purchaser acknowledges and shall advise its customer that the product, equipment, technology and/or software ("Products") may be subject to the controls of the United States Department of Commerce or other relevant export control laws, and that the Products may require authorization prior to export, re-export or transfer in-country. Specifically, purchaser agrees that it will not export, re-export, transfer in-country or otherwise distribute Products, or direct products thereof, in violation of any export control laws or regulations of the United States. Purchaser warrants that it will not export, re-export or transfer in-country any Products with knowledge that they will be used in the design, development, production, or use of chemical, biological, nuclear or ballistic weapons, or in a facility engaged in such activities, unless Purchaser has obtained prior approval from the Department of Commerce. Purchaser further warrants that it will not export, re-export or transfer in-country, directly or indirectly, any Products to embargoed countries or sell Products to companies or individuals listed on a denial order issued by the United States.

11. Limitation of liability

- 11.1. The provisions of the Consumer Guarantees Act 1993 ("CGA") shall not apply to any supply of Products to you, and the conditions, warranties and guarantees set out in the Sale of Goods Act 1908 or otherwise implied by statute or common law will not apply and are excluded from these terms of trade.
- 11.2. The distributor and our maximum liability to you (if any) shall be limited to the value of any faulty Products or services supplied, and we and our distributor, our and their employees, contractors and agents, any manufacturers of the Products or any of their materials or components and any licensors of Software or suppliers of services, will not be liable to you for loss or damage of any kind however that loss or damage is caused or arises. This exclusion of liability includes, but is not limited to, costs (including costs of returning Products to the distributor or to any manufacturer or licensor), consequential loss, loss of profits, damage caused by or arising from delays in manufacturing or delivery, faulty or delayed installation, unreasonable use, negligence (including a failure to do something which should have been done or to prevent something from happening), faulty design specifications or choice by you, and faulty materials, components, manufacture, compilation, or assembly of the Products.
- 11.3. It is your responsibility to ensure, and we and our distributor will not be liable for, the functional integration or performance of systems containing components supplied by or through us or our distributor.
- 11.4. We and our distributor will not be liable to you for any losses caused by events beyond our reasonable control. We and our distributor will not be required to settle a strike or lockout or other industrial disturbance against our wishes in order to benefit from this clause.

12. Your further obligations

- 12.1. Where you purchase any Products from us or our distributor for resupply as, or incorporation into, goods or services ordinarily acquired for personal household or domestic use or consumption ("Consumer Products") you warrant that:
- (a) if you supply the Consumer Products directly to an end user/consumer you will do so using terms and conditions of supply which exclude liability for any claims under the CGA; and
- (b) if your customer acquires any Products for resupply, you will ensure that your customer and each person in the distribution chain will exclude liability in its contract for supply for any claims under the CGA, but in each case only where the end user/consumer acquires Consumer Products for business purposes. You indemnify us and our Suppliers against any failure by you, your customers or any person in the distribution chain to properly contract out of liability to business end users/consumers under the CGA.
- 12.2. You indemnify us and our distributor against all costs (including legal costs on a solicitor and own client basis) expenses, losses, damages or claims arising in any way as a result of your failure to comply with any part of these terms of trade.

13. Intellectual property and confidentiality

- 13.1. All intellectual property shall remain the property of us and/or our distributor or any Supplier entitled to it, and neither us nor our distributor, nor its Suppliers transfer any right, title or interest in the intellectual property to you.
- 13.2. You must not use any trade marks which are the property of us or our distributor or its Suppliers, or any similar words or marks, or any combination of words which includes any of those trade marks or any similar words or marks, except to the extent authorised by us in writing.
- 13.3. You agree to dispatch the Products only under the trade marks under which they are supplied, and under no circumstances shall you apply any of the trade marks to any product which is not a genuine branded product supplied to you.
- 13.4. You must not cause or permit anything which may interfere with, damage or endanger the trade marks or other intellectual property rights of us or our distributor or its Suppliers, or assist or allow others to do so.
- 13.5. You must advise the distributor immediately when you become aware of any unauthorised use or attempted use by any person of the trade marks or other intellectual property rights of us our distributor or its Suppliers.
- 13.6. You may not register a trademark or use any business name incorporating the words "VBox", "Adonis Technology", and/or Gallagher & Co.
- 13.7. If your account is terminated, you must immediately discontinue use of any of the trade marks which are the property of VBox Communications, Gallagher & Co Consultants and Adonis Technology in any sign, or advertising and thereafter you shall not use those trade marks directly or indirectly in connection with your business.
- 13.8. You agree to ensure that all Confidential Information given by us or the distributor to you is made available to your employees only on the basis that those employees at all times maintain strict confidentiality.
- 13.9. This clause 13 shall survive the termination of the Agreement.

14. Reseller area Username and Passwords

- 14.1. You must use the reseller area website only for the purposes of your business.
- 14.2. You must keep your username and password for the reseller area strictly confidential. You must not disclose your username and/or password to any person other than your authorised employees. In particular, you must not disclose your username or password to any of your customers or resellers.

14.3. If you do disclose your username or password to anyone other than your employee or properly authorised agent, then the distributor may bar you from using the reseller area or close your account without further notice. All goods or services ordered using your password will be charged to your account.

14.4. You must notify the distributor immediately if you believe or suspect that unauthorised persons might have access to your username and/or password for the reseller area, and you must immediately change your password.

14.5. You are responsible for the consequences of all unauthorised use of your username and password.

15. Privacy

15.1. You agree to the collection, use and disclosure of certain personal information about You for various purposes, including to:

1. assess credit worthiness;
2. supply the Products and services to You and the management of Your account, including suppliers;
3. communicate with You about the Products and services we supply;
4. implement these Terms and the Credit Terms; and
5. comply with relevant laws.

15.2. We and the distributor, at the written request of You, will provide You with access to any personal information relating to You held by us and the distributor; and correct or amend any personal information relating to You held which is inaccurate or out of date.

15.3. We and the distributor will handle Your personal information in accordance with relevant laws. Please read our Privacy Policy for further information on how we deal with personal information.

15.3. You must, at our or our distributors request, obtain any consents from, or provide notices to, individuals associated with You for privacy compliance purposes.

16. General

16.1. We reserve the right to change these terms of trade from time to time.

16.2. If we fail to enforce any terms or to exercise its rights under these terms of trade at any time, we have not waived those rights.

16.3. If any provision of these terms of trade is held to be invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect and the parties shall adjust their respective rights and obligations in accordance with the spirit and intent of the parties as shown by these terms of trade.

16.4. This agreement is governed by the laws of New Zealand and any dispute under it shall be subject to the exclusive jurisdiction of the Courts of New Zealand.

16.5. You agree to be bound by the Master Service Agreement, Acceptable Use Policy, Service Level Agreement and General Terms of Use found at <http://www.adonistechnology.lqrtech.com/> under legal.