

Terms and Conditions - Mobile

Mobile General Terms and Conditions

Thank you for choosing MyRepublic.

These Mobile General Terms & Conditions set out the basis on which we will provide mobile products and services to you. Other Mobile Service Specific Terms & Conditions, Mobile Plans Specific Terms & Conditions and Mobile Device Specific Terms & Conditions may also apply to you (where applicable), depending on the specific products, services, mobile plans and mobile devices you choose to receive from us. Please read these General Terms & Conditions carefully, as you agree to be bound by them when you apply for any mobile equipment, products and services from us.

1. Our Agreement

1.1. Our agreement comprises your Application (as defined below), these General Terms & Conditions, Mobile Service Specific Terms & Conditions, Mobile Plans Specific Terms & Conditions, and promotional terms that apply to the Services or offers you acquire from us, the Privacy Policy, and the Acceptable Use Policy (collectively referred to as “Agreement”).

1.2. For mobile services, in the case of any conflict or inconsistency, the Unlimited Mobile Plans Specific Terms & Conditions shall prevail, followed by these Mobile General Terms & Conditions. Any service-specific or promotion-specific Terms & Conditions (e.g. Mobile promotional Terms & Conditions) shall also prevail over these Mobile General Terms & Conditions in the event of any conflict or inconsistency.

2. Definitions and Interpretation

2.1. Definitions

In these Mobile General Terms and Conditions, the words and phrases below shall have the following meanings:

Account: your account with us in respect to the provision of any Service.

Agreement: has the meaning given to it in Clause 1.1.

Application: has the meaning given to it in Clause 3.2.

Billing Cycle: Charges on a monthly basis based on your Service Commencement date.

Charges: the charges that apply to the Services, including but not limited to subscription, connection, usage, cancellation, termination, reconnection and other charges payable by you in relation to the Services.

Change: has the meaning given to it in Clause 12.1.

Content: all information, text, sounds, images, graphics, software, music, videos, messages and other materials and information which may be viewed, accessed, or downloaded through the Services.

Fair Usage: has the meaning given to it in Clause 7.

Force Majeure Event: any circumstances not within our reasonable control including without limitation, acts of God, storm, flood, drought, earthquake,

lightning, meteor, epidemic, pandemic, civil commotion, embargo, governmental restraint, expropriation, any requirement or action taken by a regulatory authority, government agency or law enforcement agency, changes in Law, national emergency, collapse of buildings, fire or explosion, acts of war or terrorism, riots, strikes, labour disputes.

MyRepublic Intellectual Property: all intellectual and industrial property, including patent rights, registered designs, design rights, copyrights, trademarks, logos, service marks, domain names, user interfaces and other similar proprietary rights of whatever nature in, related to or licensed to us, relating to any Service, our Network, system and Software and all intangible rights and privileges of a nature similar to any of the foregoing.

MyRepublic: MyRepublic Mobile Limited (NZBN 9429041029671), and “we”, “us” and “our” have corresponding meanings.

MyRepublic App: MyRepublic mobile application or web applications owned or controlled by us are made available to you for your management of your Account.

Network: the telecommunications and data system owned, maintained, operated by, leased or licensed to or by us which we use to provide Services to you and other customers.

Plan: the plan by which Services and other related products and services are made available to you.

Services or Service: MyRepublic’s mobile telecommunication services, equipment or related products made available to you.

Software: any software, MyRepublic App or both, provided to you as part of the Services or which allow you to access the Services, including any software updates, patches, releases and upgrades.

Service Commitment: your minimum service term for your subscribed Service(s), where applicable.

Service Commencement: commencement of your subscribed Services and Billing Cycle.

SIM: Subscriber Identity Module.

Taxes: any and all taxes (including goods and services tax), levies, duties and other similar charges and any related interest and penalties that may be levied or based upon the provision of Services or on any Charges due or payable from you to us.

Third Party: any person apart from us and you.

Website: <https://myrepublic.net/nz>

You: a person who applies for and subscribes to products and Services from us.

Your Information: all personally identifiable data we may obtain as a result from your use of the Services or in connection with our Agreement, as described in our Privacy Policy.

2.2 Interpretation: For the purposes of interpretation and construction of our Agreement:

1. words importing the singular or plural include the plural and singular respectively;
2. headings are inserted for convenience only and do not affect the interpretation of this Agreement; and
3. any reference to any statute or regulation is a reference to that statute or regulation as amended or replaced.

3. Eligibility for the Services

3.1. In order to be eligible for the Services, you must:

1. have a valid New Zealand resident, dependent, diplomatic, student or employment pass or a foreign passport that is in your own name and has a validity period of at least six (6) months from the date of Application;
2. be at least eighteen (18) years of age (for post-paid Services);
3. use your driver's license, Passport (whichever is applicable), and proof of billing address during your Application for the Services;
4. not be disqualified under our credit policy and not have any outstanding debt due to us; and

5. provide a valid email address and contact number so that we can contact you.

3.2. You must apply for the Services via the MyRepublic Website by submitting an application (“Application”). In each case, we will require you to provide information about yourself so that we can assess your Application for the Services. You must make sure that all information you share with us or any of our agents is accurate and complete. We may, at our own cost, further verify your credit status with any credit reference agency and disclose credit information within our possession about you to any credit reference agency for that purpose.

3.3. Services will be provided to you subject to our acceptance of your Application at our sole discretion. We may impose additional conditions for accepting your Application. We will not be liable in any manner for declining your Application.

4. Service Commencement & Service Commitment

4.1. Your Service Commitment period shall begin on the date you activate your SIM card. Your Plan will specify your Service Commitment.

5. Your Use of the Services

5.1. Your use of the Services is subject to our Acceptable Use Policy and Fair Usage (Clause 7). The Acceptable Use Policy is published on our Website and forms part of our Agreement.

5.2. The Services are provided to you to use in your personal and non-commercial capacity. You must not resell the Services to any Third Party. Your failure to observe this Clause 5 is a material breach of this Agreement, for which we are entitled to terminate the Agreement according to the terms of this Agreement.

5.3. You agree to:

1. update and maintain the most current information about yourself on your Account;
2. comply with our Agreement in all respects;
3. comply with all laws relating to the use of the Services;
4. ensure that any person you authorise to use the Services on your behalf complies with our Agreement as if they were a party to our Agreement;
5. follow instructions issued by us, the relevant regulator(s), any other relevant government or regulatory authority, or law enforcement agency for use of the Services, and only use the Services for the purposes for which they are provided;
6. be responsible for all Content which you transmit or make available through the Services; and
7. be solely responsible for any Third Party's use of your subscribed Services.

5.4. You must not use or allow any part of the Services to be used:

1. to make, advertise, transmit, post or solicit abusive, offensive or nuisance calls or any Content (including spam, bulk messages, solicitations) which may be unauthorised, misleading, defamatory, pornographic, offensive, indecent, fraudulent, or illegal;
2. to transmit or facilitate telemarketing, call centre operations or promotional materials;
3. for monitoring services, transmission of broadcasts, transmission of recorded material, auto-dialling, fax or voice blasts, or calling without live dialogue;
4. to advertise, transmit, post or solicit any product, services, or Content that contains viruses, trojan horses, cancelbots, harmful codes, floor pings, adware, spyware, forged routing time bombs, cancelbots, or any other harmful, damaging or destructive technology;
5. in a manner that conflicts with any law or regulatory requirements;
6. with a mobile device not approved by the relevant New Zealand regulatory authority;
7. to hinder, interfere, obstruct or adversely affect or attempt to hinder, obstruct or adversely affect us, the Network, our customers, and or any other persons;

8. to excessively affect Network or Services operations or quality, interfere with other customers' access to our Network, or degrade Network performance by maintaining a sustained and continuous wireless data service connection;

9. for file sharing software, peer-to-peer and/or torrent applications, transferring (including uploading and downloading) of excessive amounts of large format files such as music, videos and movies, or any other activities that generate large traffic over the Network;

10. to send automated or unsolicited text messages, mass SMS broadcasts, perform call forwarding for commercial purposes, or use the Services for any other commercial purposes;

11. to collect or disseminate information about others or their email addresses without their consent;

12. to advertise, transmit, facilitate or otherwise make available any Content, product or service that is designed to breach this Agreement; or

13. in attempts to or facilitate anyone else in the above activities.

5.5. You agree to keep your MyRepublic username and password confidential and secure, and not share those credentials with any other person. We recommend that you change your password at regular intervals.

5.6. You are responsible for all access to, security and use of the Services we provide to you, regardless of who accesses and uses them. You must advise us immediately if you suspect or become aware of any unauthorised access or use of the Services on your Account.

5.7. If we provide any Services to you on a free trial basis, you agree that upon expiry of the free trial period as specified in our Agreement with you, the full Charges for that Service shall apply.

5.8. You may be provided with the opportunity to obtain Third Party services or Content when accessing and/or use of the Services. You acknowledge and agree that such Third Parties are independent of, and not within our control. Use of Third Party services or Content is at your own risk. We are not liable to you in any way for any matter in relation to the provision or non-provision of such Third Party services or Content.

6. Service Numbers

6.1. You do not acquire any rights nor ownership in any mobile numbers regardless of any payment you may have made for the mobile number or duration of your use. Any mobile number assigned is the property of the relevant regulatory authorities. We reserve the right to terminate, reassign, change, or replace any mobile number without providing any reason.

7. Fair Usage

7.1. All Services are subject to your fair, reasonable and non-excessive usage of the Services, as reasonably determined by us with reference to average or estimated normal customer usage patterns of the Services, in accordance with our Acceptable Use Policy (“Fair Usage”). We will consider

your usage excessive or unreasonable where we determine that your use of the Services materially exceeds the average or estimated normal use over any period(s), is detrimental to other customers' ability to use our Services, or adversely affects our operations.

7.2 Services that are described as free, boundless or unlimited are subject to their applicable Specific Terms & Conditions and this Fair Usage provision. All free or unlimited Services are strictly for your personal and non-commercial use. You further agree that a free or unlimited Service does not mean you can use the Service excessively or for any prohibited activities stated in Clause 5.4 above.

7.3 We may use traffic prioritisation policies and technology for these Services to protect our Network and improve the overall performance amongst our customers without any notice to you.

8. Delivery of Services

8.1. Unless otherwise stated, and where applicable, our SIM card(s) will be delivered to you by local courier service on the delivery date selected during your Application, or on an alternative mutually agreed delivery date. Delivery charges will be displayed to you. We will not be liable for any unsuccessful delivery of our SIM card(s) resulting or arising from your unreasonable refusal to accept delivery or any error, omission or discrepancy in your mailing details provided by you. You will not be compensated if we are unable to deliver your SIM card(s) to you.

8.2. In the event that you cancel your approved Application before receipt of your SIM card(s), you will be charged a cancellation Charge.

8.3. You acknowledge and accept that your actual Service area, Network availability, Service speed, coverage and quality may vary, be cut, or be suspended from time to time based on a number of factors such as Network capacity, availability of Network, maintenance and repairs to the Network, electromagnetic interference, excessive use of Network by other customers, equipment failure, equipment compatibility, your geographical locations or weather conditions.

8.5. You may not be able to receive your subscribed Services, or your service levels may not be of the optimal standard if the mobile device you use with the Services is not approved by the relevant New Zealand regulatory authorities.

8.6. We do not own or control all parts of the Network which we use to supply the Services to you. You acknowledge that the Services are delivered over a Network, and that subscribing to and using the Services does not give you any rights in any part of the Network.

8.7. We do not proactively monitor the Content you access on our Network. However, we reserve the right to monitor the Network, including the volumes of data, types of traffic, or both, transmitted over our Network. We may also be required to act on or assist any relevant regulatory authority, governmental agency, or law enforcement body for requests for information, suspension or termination, as directed by such agency or body.

8.8. We are not liable if you sustain any losses and expenses based on:

1. delay of delivery of Services at your request;
2. your inability to accept the SIM Card for any reason; or

3. the negligence or wrongful acts of Third Party service providers in the course of delivery of the Services, including those of the courier service(s).

9. Charges, Billing & Payment

9.1. You agree to pay the Charges when they are due, without any counterclaim, set off, deduction, or withholding whatsoever. Your invoice will state the date on which payment is due.

9.2. We will usually invoice you based on your Billing Cycle. However, for some one-off Charges we may invoice you immediately after those Charges are incurred. Where your usage of the Service exceeds or may exceed a pre-set limit, we may invoice you more frequently and you agree to pay immediately upon our request.

9.3 All invoices for services provided pursuant to our Agreement may be issued by MyRepublic Limited (NZBN 9429041029671) on behalf of MyRepublic Mobile Limited (NZBN 9429050504541). All such invoice(s) issued by MyRepublic Limited pursuant to our Agreement shall be deemed as equally valid and binding on you, as though such invoice(s) were issued by MyRepublic Mobile Limited. All payments made by you to MyRepublic Limited for such mobile services-related invoices issued by MyRepublic Limited shall accordingly also be deemed as valid and effective payment to MyRepublic Mobile Limited, for the services provided by MyRepublic Mobile Limited.

9.3. We will invoice you in advance for any recurring Plan Charges, and in arrears for any usage Charges incurred by you during the previous Billing Cycle.

9.4. You consent to receive your invoice from us electronically. We will send invoices to the email address indicated in your Application. You must make sure that the email address you provided to us in your Application is accurate and current. You will remain liable for payment of all invoices that we send to the email address you provided to us, regardless of whether or not you access that email account and read the relevant email or are disconnected from, or have terminated, your email account for any reason.

9.5. All Charges are payable in New Zealand dollars. Subject to Clause 9.10 below, the invoice shall serve as conclusive evidence against you of the accuracy, completeness and truth of all matters stated in it.

9.6. You can pay for the Charges by debit card or credit card, or any other payment methods we may advise from time to time. Any changes to your payment arrangement will only take effect from the next Billing Cycle. We may terminate your elected recurring payment arrangement at our discretion, with notice to you.

9.7. If we are unable to make deductions with your bank or card company, you must make payment immediately for outstanding Charges in cash, electronic payment or cheque (including any administrative fee) for the failed transaction.

9.8. It is our usual practice to send one or more reminders when payment for the Charges is overdue, but the lack of a reminder from us is not a valid

reason for failure to make timely and complete payment on your part. If you do not pay your invoices in full by the due date, we may:

1. charge you a late payment charge of \$14 for each overdue invoice, if we have not received your payment by the respective payment due date;
2. refer, sell, assign or dispose any debt that is outstanding from you by thirty (30) days or more to a debt collection agency or debt purchaser;
3. charge you the reasonable costs (including debt recovery and debt management costs) incurred by us in recovering the outstanding amount from you; and
4. we may suspend the Services until such time as we receive the outstanding amount, or terminate our Agreement, in accordance with Clause 18.

9.9. If you wish to resume the suspended Services, service reactivation Charges may apply to you.

9.10. You are responsible for all Taxes. If you are required by any law to deduct or withhold any sum as Taxes imposed on Charges due to us, you are responsible for such deduction or withholding as required and the amount payable to us shall be increased by such amount necessary to ensure that we receive payment equal to the amount which we would have received in the absence of such deduction or withholding.

9.11. If you wish to dispute any current Charges, you should notify us before the due date for payment of those Charges. If you wish to dispute any Charges which you have already paid, you should notify us as soon as possible after payment. We will investigate any genuine disputes to determine, in good faith, the accuracy of the Charges and respond to you within thirty (30) days after receiving notice of your dispute. If we agree with all or part of your dispute, we make the required adjustments in your subsequent invoice. If we are required to retrieve and review a substantial volume of historical records to investigate the dispute and determine, in good faith, that the dispute was unfounded, then we may charge you a reasonable administrative fee. Our records, as well as the records of our wholesalers, suppliers, and international call roaming partners shall be accurate and binding, except in instances of fraud, computer failure, or manifest error.

10. Advance Payment, Deposit & Credit Limit

10.1. We may, at our discretion:

- a. require an advance payment or deposit for the Services;
- b. require you to increase this advance payment or deposit from time to time; or
- c. apply the advance payment, deposit, or any part thereof to any amounts you may owe us on any Account.

10.2. Any deposit collected by us does not relieve your obligations to pay any outstanding amounts nor does it constitute a waiver of our rights to

suspend, disconnect, or terminate the Services as a result of non-payment of any amounts due or payable.

10.3 Upon termination of the Services, we will remit your remaining deposit (after any deductions in accordance with Clause 10.1(c) above) to the bank account details that we have of you in our records. It is your responsibility to ensure that your contact and bank account details are kept current.

10.4 Based on your creditworthiness as we determine, we may establish a credit limit and amend that amount from time to time. If you exceed your credit limit, we may limit the Services, or any features associated therein.

11. Lost or Stolen SIM

11.1. If you lose your SIM card, it is very important that you contact our customer service team immediately via MyAccount or at the telephone number published on our Website, so that we can suspend your Service to prevent any unauthorized or fraudulent usage. You shall be responsible for the Charges incurred prior to the suspension, so please report the loss or theft as soon as possible. We will cancel your lost or stolen SIM card and reissue a new SIM Card to you. You may be subject to the respective SIM card replacement Charges.

12. Changes to the Services or our Agreement

12.1. We continually seek to improve our Services. From time to time, we may improve, change, modify, delete, or withdraw any part of our Agreement, Charges, Services and/or Plans (“Change”). Sometimes, a Change may be made for reasons outside our reasonable control (for example, where required by Court order, any relevant regulatory authority or law enforcement

agency). We typically endeavour to give you at least seven (7) days' prior notice of any material Change. The Change may also be published on our Website, in which case such publication shall constitute valid notice of the Change. The Change shall take effect from the date specified in such notice. If you use or continue using the Services after the change takes effect, you shall be taken to have accepted and agreed to the Change.

13. Personal Data

13.1. By using the Services, you confirm your acceptance to the collection, use, processing and/or disclosure of your Information and personal data in accordance with our Privacy Policy published on our Website. This Clause 13.1 shall serve as your consent for the purposes of the Privacy Act and any other applicable law unless you notify us otherwise in writing in the procedure determined by us from time to time, including as stated in the Privacy Policy.

14. Intellectual Property

14.1. We own or are licensed to use MyRepublic Intellectual Property in the Services we use or make available to you. All such title, interest and rights shall remain with their respective owner(s). You acknowledge such title and shall not take any action to jeopardise or affect our rights or interests in MyRepublic Intellectual Property. You agree that any improvements or changes we make to any Service belong exclusively to us and/or our licensors.

15. Disclaimer of Warranties

15.1. The Services are provided on an “as-is” and “as available” basis without any guarantee of representation or warranties. You assume all risks of the use of the Services.

15.2. We cannot and do not guarantee that the Services are error-free or that the Services will not be interrupted and will not interfere with the functions of other equipment. We disclaim any and all warranties, conditions, or representations whether expressed or implied, oral or written, with respect to the Services, including without limitation to all warranties, merchantability, satisfactory quality, fitness for a particular purpose and non-infringement, to the fullest extent allowed by law. No advice or information, whether oral or written, obtained by you from us or through the Services shall create any warranty not expressly set out in this Agreement.

15.4. We have no control over, and hence disclaim any liability for, the Content made available over the Services. We also do not make any representations that any defects in the Software will be corrected.

16. Indemnities

16.1. To the fullest extent permitted by law, you indemnify us and our employees, directors and agents in full against any and all actions, claims, liabilities, costs (including legal costs incurred by us in defending such actions or claims), expenses, losses and/or damages resulting from your use of the Services and/or Device(s), from any breach of our Agreement, and/or from the infringement of any rights of one or more Third Parties by you, any person on your Account, or any person whom you allow to use the Services in violation of any laws and/or regulations.

17. Limitations of Liability

17.1. Unless prohibited by law, we shall not be liable for any indirect, special, consequential or punitive damages, losses, costs or expenses you may incur or sustain howsoever caused or arising, including without limitation any loss of profit, loss of revenue, loss of use, loss of goodwill, loss of data, loss due to interruption of business, or loss of anticipated savings.

17.2. Notwithstanding any provision in our Agreement, we expressly exclude all other liability to you whether in contract or tort (including negligence or breach of statutory duty) for any loss, damage, or liability you may incur or sustain resulting from or caused by:

1. use or inability to use the Services provided by MyRepublic;
2. use in any manner or purpose by Third Party on your Account or that you allow to use the Services; or
3. any error, omission, or inaccuracy in any information provided by us to you, whether in any publication or as part of or in connection with the Services.

17.3. If we are unable to rely on the exclusion of liability set out in Clauses 17.1 and 17.2 above, our liability to you or anyone else, whether in contract or tort (including negligence or breach of statutory duty) for any loss, damage, or liability caused or arising from our breach or failure to perform our obligations in our Agreement with respect to the Services shall not in aggregate exceed the total Charges applicable to the Services paid to us by you for the period of three (3) months immediately preceding our breach or failure of obligations.

17.4. The limitations and exclusions set forth in this Clause 17 above shall not apply to the amount recoverable from us for any liability we may have for any death or personal injury caused by our negligence or our breach of duty (statutory, contractual or otherwise) in providing the Services.

18. Suspension or Terminating the Services

18.1. Services shall continue after the expiry of the Service Commitment unless terminated. If you wish to suspend or terminate any or all of the Services or our Agreement, you can contact our Customer Service. Services with or without a minimum contract period can be cancelled by you by giving us at least three (3) days' notice unless otherwise provided. Your Service will be deactivated upon our acceptance of your termination request. Upon termination, certain Charges as set out in Clause 18.7 will apply to you.

18.2. We can suspend your Services or our Agreement with immediate effect if:

1. you breach our Agreement;
2. you provide inaccurate, false, misleading, or incomplete information to us;
3. you have any outstanding Charges by the due date;
4. you exceed any credit limit in place;
5. you have caused or are likely to cause any harm (including failure, interruption, disruption, or congestion of or in our Network or any other telecommunications network system or services;

6. we have reasonable grounds to believe that your use of the Services may violate applicable laws or regulatory requirements;
7. we are acting in compliance with the requirements or order(s) of any relevant regulatory authority, government agency or law enforcement body; or
8. we (or our agents, wholesalers, contractors or suppliers) need to carry out any planned or emergency maintenance, configuration, repairs or improvements to any part of the Services or our Network.

18.3. You will remain liable for Charges during this period of suspension.

18.4. We can terminate your Services or our Agreement with immediate effect and without notice to you if:

1. you breach our Agreement and continue to do so despite receiving notice from us to stop doing so;
2. Charges are outstanding for thirty (30) days or more;
3. you exceed any credit limit in place and fail to make sufficient payments to restore your credit limit within thirty (30) days of us notifying you that you have exceeded your credit limit;
4. you are abusive to us or our agents or you make abusive, offensive, malicious or nuisance calls or communications, or use any of the Services in an offensive way;

5. you have caused or are likely to cause any harm (including failure, interruption, disruption or congestion of or in our Network or any other telecommunications network system or services;
6. we can reasonably demonstrate that you, or any person on your Account have used the Services, or that you allowed another person, to use the Services for an unlawful or fraudulent purpose;
7. we have reasonable grounds to believe that your use of the Services may violate applicable laws, rules or regulations;
8. we are acting in compliance with the requirement of any relevant regulatory authority, government agency or law enforcement body;
9. your credit standing has deteriorated, we believe that there is a risk of non-payment of outstanding Charges or both;
10. you refused to pay the required advance payment, deposit or both;
11. you become (or we can reasonably demonstrate that you are likely to become) insolvent; or
12. directed to do so by any Court, relevant regulatory authority, government agency or law enforcement body.

18.5. Suspension or termination of the Services shall not affect any other rights we may have under our Agreement.

18.6 If and when you remedy the breach or default, we may restore your suspended or terminated Services after you pay us for reconnection Charges, and any other Charges related thereto including reimbursement for our reasonable costs in suspending or terminating the Services.

18.7. Unless otherwise stated, you will be liable for all Charges incurred (without pro-ration) and such Charges shall be immediately due and payable upon Service termination. You will not obtain a refund on any Charges paid regardless of effective date of termination.

19. Matters Beyond our Reasonable Control

We will not be liable for any delay or failure in performance resulting from any Force Majeure Event.

20. General

20.1. This Agreement is personal to you. You may not transfer your account or any of your rights and responsibilities under this Agreement without our written consent. For business reasons, we may transfer, assign or novate any of our rights and responsibilities under this agreement without your permission.

20.2. No failure or delay by us to exercise or enforce any of our rights under our Agreement will operate as a waiver of such rights nor will such failure or delay in any way prejudice or affect our rights at any time thereafter to act in strictly in accordance with our rights under our Agreement.

20.3. If any provision of our Agreement is held to be invalid, illegal or unenforceable, whether in whole or in part, such provision shall be deemed modified to the extent, but only to the extent, of such invalidity, illegality or unenforceability and the remaining provisions of our Agreement shall not be affected.

20.4. You agree that we can act on any verbal instructions you give us in relation to the Services.

20.5. By providing us feedback about the Services, you also assign to us all rights, titles, and intellectual property rights of the feedback. You may also need to provide us with assistance that we need to document, perfect, and maintain our rights from the feedback.

20.6. Except for our related corporations, a person who is not a party to this Agreement has no right to enforce any provision of this Agreement.

20.7. Our Agreement is governed by the laws of New Zealand. You and we submit to the exclusive jurisdiction of the courts of New Zealand.