



# Terms and Conditions

*Genetic Insight*

Romy Kerr  
Certified Genetic Counsellor

Genetic Insight  
20 Meadowviews Drive  
Welcome Bay  
Tauranga 3112  
New Zealand  
(022) 4770907

[geneticinsight.co.nz](http://geneticinsight.co.nz)  
[romyk@geneticinsight.co.nz](mailto:romyk@geneticinsight.co.nz)

NZBN: 9429051920210

GST: 9429051920210

Updated: 19/06/2024

Terms & conditions: Genetic Insight (Site use and terms of service)

## GENERAL

A. Genetic Insight is a genetic counselling and testing service based in Tauranga, New Zealand that (i) provides genetic testing, counselling, information and advice and (ii) operates the Site.

B. The Client wishes to engage Genetic Insight to provide the Services on the terms and in accordance with the conditions set out in this Agreement.

## INTERPRETATION

In these terms and conditions:

Agreement means these terms and conditions read together with each Order.

Client means any person Genetic Insight supplies Services to in accordance with this Agreement or an Order.

Client Information has the meaning set out in clause 10.1 of this Agreement.

Consumer Guarantees and Fair Trading refers to New Zealand Consumer Guarantees Act 1993 and Fair Trading Act 1986.

Commencement Date means the date on which this Agreement is executed or the date on which the first Order is agreed between the parties, whichever is earlier.

Fees means the fees payable by the Client under this Agreement, including but not limited to the fees set out in any Order or in an Genetic Insight invoice.

GST means Goods and Services Tax as set out in the Goods and Services Tax Act 1985.

Intellectual Property means all present and future intellectual property, including works or other subjected matter of copyright, trade marks, designs, patents, circuit layouts, business or domain names, inventions, know-how, confidential information and trade secrets, arising anywhere in the world, whether registered or unregistered, and any rights subsisting in or connected with that intellectual property, including any moral rights.

Genetic Insight means Genetic Insight (NZBN 9429051920210)

Order means any agreement (whether in writing or not) between the parties in writing which describes the Services to be supplied by Genetic Insight to the Client and the Fees to be paid by the Client as consideration for those Services, and may take the form of an invoice or quote provided by Genetic Insight and accepted by the Client (including

acceptance by way of proceeding with the Services).

Personal Information has the meaning given to that term in the Privacy Act 2020 and also includes other identifying information provided by a Client or by a third party about a Client, including Client Information.

Rules has the meaning set out in clause 4.3.

Services means, generally, any services provided by Genetic Insight to the Client in accordance with this Agreement and includes, without limitation, providing the Client with access to and use of the Site.

Site means Genetic Insight's website at [www.geneticinsight.co.nz](http://www.geneticinsight.co.nz)

Term means, the period from the commencement of the supply of the relevant Services to the date on which the Services are last supplied and, in respect of this Agreement, the period from the Commencement Date to termination of this Agreement in accordance with clause 14.

## 1. APPOINTMENT

1.2 The Client appoints Genetic Insight to provide the Services from the Commencement Date.

1.3 Without limiting the way in which the Client may become bound by this Agreement, the Client will be deemed to have accepted and will be bound by the terms and conditions of this Agreement by signing a document agreeing to be bound by this Agreement, by electronically indicating its acceptance of this Agreement, or by proceeding with the Services.

1.4 Subject to payment of the Fees, Genetic Insight agrees to provide the Services in accordance with this Agreement.

1.5 The particulars of the Services which Genetic Insight provides will be as described in an Order. The parties may have any number of Orders in place at the same time, and each Order will be read together with these terms and conditions, together forming this Agreement.

1.6 An Order will take effect when agreed in writing (either in writing, verbally or by action) by the parties.

1.7 The Client agrees that Genetic Insight may refuse to provide any requested Services.

1.8 The Client acknowledges and agrees that the appointment is non-exclusive and that

Genetic Insight may be engaged by other clients to provide services (including services similar to the Services) during the period of the appointment.

## 2. FEES

2.1 The Client agrees to pay Genetic Insight the Fees by the due date and method specified in any invoice, contract (or at the time of Service if not otherwise specified), or in accordance with any payment terms otherwise set out. Where up-front payment is required by Genetic Insight, Genetic Insight may (in its sole discretion) elect not to provide the Services until payment in full is received and will not be liable for any resulting delay or loss or damage to any person.

2.2 The Company may incur expenses that are directly attributable to providing the Services and Products (including without limitation bank charges, courier fees, postage fees, and other administrative expenses) (Expenses).

2.3 The Client agrees to provide Genetic Insight with all necessary information to enable the issuing of an invoice and/or taking of payment, and to inform Genetic Insight promptly of any change to that information.

2.4 Genetic Insight may increase the Fees from time to time on notice to the Client (Increase Notice), but the Client will have thirty (30) days from the date of any Increase Notice to provide Genetic Insight with written notice terminating Service. A failure by the Client to terminate Service in accordance with the foregoing will be deemed as acceptance of the increased Fees.

2.5 The Client agrees that all Fees and Expenses not paid in full on the due date are debts due and payable immediately. The Client agrees to pay all of Genetic Insight's reasonable costs of recovering such debts (which may include debt collection or legal fees). Genetic Insight reserves the right to charge, and the Client agrees to pay, interest on any debt owed by the Client under this Agreement, at a rate of 2% above the ANZ Bank of New Zealand's commercial lending rate at the time of charging.

## 3. GST

3.1 Except where this Agreement states otherwise, each amount payable by a party under this Agreement in respect of a taxable supply by the other party is expressed as a GST inclusive amount and the recipient of the supply must, at the same time, pay to the supplier the GST payable in respect of the supply.

3.2 A party's obligation to pay an amount under clause 3.1 is subject to a valid tax invoice being delivered by the other party.

## 4. LICENSE AND RESTRICTIONS ON USE OF THE SITE

4.1 Genetic Insight grants the Client a limited, non-exclusive, non-transferable, revocable, royalty- free licence to use the Site in accordance with this Agreement, subject to the following restrictions:

(a) The Client agrees to use the Site solely for their own personal and non-commercial use.

(b) The Client agrees not to:

(i) interrupt or attempt to interrupt the operation of the Site in any way, or use the Site in a manner that adversely affects the availability of its resources to other clients of Genetic Insight and users of the Site;

(ii) use the Site for any illegal purpose or in any manner that is inconsistent with this Agreement;

(iii) modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from or offer for sale any information contained on, or obtained from the Site; or

(iv) supply any content that: (i) would cause the Client or Genetic Insight to breach any law, regulation, rule, code or legal obligations, (ii) is or could reasonably be considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy, or (iii) that could infringe any person's rights, including their intellectual property rights.

4.2 Genetic Insight does not represent that the contents of the Site are appropriate or available for use in countries outside of New Zealand. If a Client accesses the Site from outside of New Zealand, the Client is responsible for compliance with all foreign and local laws.

4.3 Genetic Insight may from time to time publish certain rules and procedures in relation to use of the Site (Rules). The Client agrees to comply with these Rules at all times when it is using the Site, including as updated or amended from time to time.

## 5. links to third party websites

5.1 The Site may contain links to third party websites. Genetic Insight does not endorse or support the content of third party websites and recommends that its Clients review the terms & conditions and privacy policy of any third party websites.

## 6. THIRD PARTY PRODUCTS

6.1 Genetic Insight may recommend products or services in the course of providing the Services, that are manufactured by, purchased from, licensed by, or outsourced to, a third party (Third Party).

6.2 Genetic Insight may require that the Client, at its expense, obtain any required products from a Third Party directly. In such instances, the Client enters into a direct contractual relationship with the Third Party and Genetic Insight is not a party to that relationship. Reading and understanding any Third Party terms and conditions in relation to such Third Party products is the sole responsibility of the Client.

6.3 Information about the products supplied by Genetic Insight to Clients (including any information about Third Party products on the Site) are based on material furnished by Third Party suppliers and/or product manufacturers.

6.4 The Client agrees that, except as required by law:

- (a) Third Party products or services are recommended by Genetic Insight strictly on an “as is” basis, and Genetic Insight will not be liable for any error, failure, delay or interruption in the supply of any such products or services, or any resulting loss;
- (b) Genetic Insight is not responsible for inaccuracies or errors caused by incorrect information supplied to Genetic Insight by a Third Party or a change in product specifications without notice to Genetic Insight; and
- (c) it will make its own enquiries to assess the information provided and suitability of the Products before agreeing for the supply of Third Party products.

6.5 Genetic Insight reserves the right to:

- (a) change, suspend or remove any Service from the Site at any time; and
- (b) advise Clients that products or Services for which an Order has been made are unavailable.

7.3 The Client acknowledges that Genetic Insight is not liable to the Client for any costs, expenses, losses or damages whatsoever and howsoever arising in relation to Third Party products or their use by the Client, except to the extent that such cost, expense, loss or damage is caused by a negligent act or omission of Genetic Insight (with any liability of Genetic Insight being subject to the limitations set out in clause 15).

8.4 The supplier or manufacturer of Third Party products may provide warranties in relation to the products. To the extent permitted by law, Genetic Insight does not provide any such warranties in relation to the products.

8.5 Warranties provided by suppliers or manufacturers of imported products may not apply in New Zealand. The Client should contact the supplier or product manufacturer identified on any warranty document to determine whether or not a warranty applies to the products in New Zealand and, if so, how they should go about making a claim under such a warranty.

## 8. DELIVERY

8.1 Any time quoted for delivery of Services is an estimate only. The Client is not relieved of any obligation to accept or pay for Services because of any delay in delivery.

8.2 Genetic Insight will make all reasonable efforts to deliver the Services to the Client at the time and on the date agreed. However, except where Genetic Insight has an obligation under New Zealand Consumer and Fair Trading Law, Genetic Insight is not liable for any failure to deliver or delay in delivery for any reason, including without limitation, where an event beyond Genetic Insight's reasonable control occurs in accordance with clause 1.1.

1.1 If for any reason beyond the control of Genetic Insight (including without limitation as a result of any strike, trade dispute, fire, tempest, theft, breakdown, or similar) an Order cannot be filled at the time stipulated by the Client, Genetic Insight shall be entitled to delay or cancel delivery and the Client agrees that Genetic Insight is not liable to the Client for any costs, expenses, losses or damages arising out of such cancellation.

## 9. WARRANTIES

9.1 Genetic Insight warrants and represents to the Client that:

- (a) Genetic Insight has all necessary rights, power, and authority to enter into and perform its obligations under this Agreement;
- (b) Genetic Insight will comply with all applicable laws in performing the Services;
- (c) Genetic Insight will engage appropriately skilled and experienced personnel to provide the Services; and
- (d) Genetic Insight will use the Client Information only for the purpose of providing the Services.

9.2 The Client warrants and represents to Genetic Insight that:

- (a) subject to clauses 10.2 and 10.3, the Client is at least 18 years of age;
- (b) the Client has all necessary rights, power, and authority to enter into and perform its obligations under this Agreement and is able to pay its debts as and when they fall due;
- (c) the Client will comply with all applicable laws in its use of the Services;
- (d) the Client will only use and/or access the Site in accordance with this Agreement;
- (e) all Client Information provided to Genetic Insight is true, complete, not intentionally altered or changed in any way, and accurate in all necessary respects; and
- (f) the Client Information, as well as Genetic Insight's use of that information in accordance with this Agreement, does not and will not infringe the rights of any person or any applicable law.

9.3 The Client acknowledges that, subject to clause 3, Genetic Insight makes no warranties that:

- (a) the Services, Third Party products and/or Site is error free;
- (b) the Services, Third Party products and/or Site will be accessible to the Client; or
- (c) the Client's access to the Services, Third Party products and/or Site will be uninterrupted.

## 10. Information & Access

10.1 Subject to the remaining provisions of this clause, the Client agrees to promptly provide to Genetic Insight all information (including Personal Information), accesses, permissions, approvals, data, materials, and documents that are relevant to or necessary for Genetic Insight to provide the Services (Client Information) and agrees to bring to Genetic Insight's attention any matters about which the Client is uncertain and to notify Genetic Insight as soon as it becomes aware of any error, incompleteness, inaccuracy or defect in the Client Information.

1.1 The Client acknowledges that it is not a breach of this Agreement to refuse to provide the Client Information, however a failure to do so may impact Genetic Insight's ability to provide Services.

10.2 The Client undertakes and continuously warrants to Genetic Insight that it will supply Client Information:

- (a) only in respect of themselves; or
- (b) in respect of another person who is over the age of 18, only where the Client is in compliance with clause 10.4; or
- (c) in respect of a person under the age of 18 (Minor), only where the Client is a parent or legal guardian of that Minor and only where the Client is in compliance with clause 10.3.

10.3 In respect of any Client Information that a Client submits in respect of a Minor, the Client undertakes, warrants, and represents that:

- (a) the Client will only provide such information in accordance with this Agreement and where the Client is the parent or legal guardian of the relevant Minor;
- (b) the Client consents on behalf of that Minor, and in its own capacity as a Client, to Genetic Insight:
  - (i) collecting, using, storing, and disclosing such information in accordance with this Agreement and Genetic Insight's privacy policy; and
  - (ii) dealing with such information in any way in which it is permitted to deal with by law, and otherwise dealing with such information in respect of the Minor in the same way as it deals with information in respect of any other Client; and
  - (iii) such information is not in any way unlawful, indecent, or likely to offend, injure or harm any person or breach any applicable law and that Genetic Insight's use, storage, and disclosure of that information as contemplated by this Agreement will not breach any applicable law (including, without limitation, any law in respect of child pornography or child abuse material).

10.4 The Client warrants and undertakes that, where it provides Client Information about someone other than themselves, it has obtained the consent of any relevant person to:

- (a) disclose any Personal Information constituting the Client Information, or otherwise, provided in connection with this Agreement, to Genetic Insight; and
- (b) Genetic Insight (including its employees and contractors) using and disclosing any



Personal Information constituting the Client Information, or otherwise, provided in connection with this Agreement, in providing the Services (including after the termination or expiration of this Agreement).

10.5 Genetic Insight is not be required to independently verify the accuracy of any Client Information.

10.6 The Client agrees that Genetic Insight will not be liable for any loss or damage arising from use of, reliance on, or inaccuracy or defect in, any Client Information supplied by or on behalf of the Client.

10.7 The Client will promptly perform its obligations under this Agreement, including satisfying any requirements for performance, disclosure, or delivery by the Client that are specified in an Order, and provide Genetic Insight with all assistance reasonably required by Genetic Insight to enable Genetic Insight to provide the Services.

## 11. CONFIDENTIALITY

11.1 In this clause 11, “Confidential Information” means the terms of this Agreement and all information of a confidential or sensitive nature (including Intellectual Property and Personal Information), whether in writing or otherwise of or concerning a party or its employees, agents, clients, customers, suppliers or contractors under, acquired by the other party in contemplation of or in connection with the Services. Confidential Information will not include any information that is in the public domain or intended to come into the public domain as a result of the performance of the Services (other than through a breach of this Agreement).

11.2 Each party acknowledges that it may receive Confidential Information of the other party and agrees to keep that Confidential Information secret, to protect and preserve its confidential nature, and not use it or disclose it to any person (or allow or assist or make it possible for any person to observe or have access to it) without the other party’s prior consent, except to the extent reasonably necessary to:

- (a) provide the Services;
- (b) obtain professional advice in relation to the Services;
- (c) comply with this Agreement; or
- (d) comply with disclosure obligations required by law, provided that the other party is given reasonable notice of the required disclosure.

11.3 The provisions of this clause 11 continue in force notwithstanding completion of the Services or the termination of this Agreement for any reason.

## 12. PRIVACY

12.1.1 Genetic Insight will collect, use, hold, and disclose Personal Information generally in

accordance with its privacy policy (available at <https://www.geneticinsight.co.nz>).

12.1.2 Genetic Insight may be required by applicable law to maintain a record of health information provided by the Client. In those circumstances, Genetic Insight will maintain that record for the minimum required period, and then destroy that record, and the Client consents to Genetic Insight both maintaining and destroying that record as required or permitted by law. The Client may have rights at law to access health records held by Genetic Insight. Refer to Genetic Insight's privacy policy for information on how to contact Genetic Insight regarding information about you that Genetic Insight may hold.

12.1.3 Personal Information collected by Genetic Insight in performance of this Agreement will be treated as Confidential Information for the purposes of clause 11, and will only be collected, used, held, or disclosed for the purposes of providing the Services, and otherwise with consent of the Client.

12.1.4 Both parties agree to comply with the applicable provisions of the Privacy Act 2020, the Unsolicited Electronic Messages Act 2007, and any other applicable law in dealing with any information provided by the other party.

## 13. INTELLECTUAL PROPERTY

13.1 Nothing in this Agreement affects the ownership of any Intellectual Property owned by either party before this Agreement or independently of this Agreement or the Services.

13.2 All Intellectual Property created for the purposes of, or arising as a result of, the performance of the Services, this Agreement or the Site will be owned by Genetic Insight (Genetic Insight's IP), unless otherwise agreed in writing by the parties.

13.3 Unless expressly authorised in writing by Genetic Insight, the Client cannot reproduce, adapt, modify, display, perform, distribute, decompile, disassemble or reverse engineer any material (or part thereof) including Genetic Insight's IP from the Site.

13.4 The Client grants to Genetic Insight a royalty-free, non-exclusive licence to use the Client's Intellectual Property contained in the Client Information for the purpose of providing the Services during the Term.

13.5 The Client also grants to Genetic Insight an irrevocable and royalty free global license to use, copy, display or distribute the content of any correspondence or communication from the Client about the Services onto the Site. This may include public display of testimonials on the Site or using ideas or suggestions provided by Clients to improve the Services.

## 14. TERM & TERMINATION

14.1 This Agreement will commence on the Commencement Date and continue in effect unless terminated in accordance with this clause 14. An Order will commence on the start date specified in that Order and continue in effect for the whole of the Term of that Order, unless terminated earlier in accordance with this clause 14.

14.2 Either party may terminate this Agreement and/or any one or more Orders immediately upon written notice to the other party (the Relevant Party) if:

- (a) the Relevant Party commits a material breach of this Agreement which is incapable of being remedied or, if the breach is capable of being remedied, the Relevant Party fails to remedy the breach within fourteen (14) days after being required in writing to do so;
- (b) the Relevant Party or any of its employees, agents or representatives commits an act of dishonesty, serious misconduct or serious neglect of duty in relation to the Services or this Agreement; or
- (c) the Relevant Party enters or threatens to enter into bankruptcy, liquidation or other type of insolvency, has an administrator or liquidator appointed in respect of it or its assets, or is otherwise unable to pay its debts as and when they become due.

14.3 Genetic Insight may terminate, or suspend the supply of the Services under, this Agreement and/or any one or more Orders immediately upon written notice to the Client if the Client:

- (a) fails to pay any Fees, or other amounts due to Genetic Insight on or by the due date for payment and otherwise in accordance with this Agreement;
- (b) ceases or fails to provide within a reasonable time any information or assistance reasonably necessary for Genetic Insight to provide any part of the Services; or
- (c) acts fraudulently or dishonestly or otherwise in breach of any relevant law.

14.4 For the avoidance of doubt, termination of this Agreement under clauses 14.2 or 14.3 will result in the termination of any Order in force at the date of termination, but termination of an Order alone will not affect the operation of this Agreement in respect of any other then current or future Order.

14.5 If the supply of the Services is suspended in whole or in part under clause 14.3, Genetic Insight may, at its sole election:

- (a) end that suspension if and when the relevant breach is cured and Genetic Insight has the resources available to re-commence supply of the Services;
- (b) continue the suspension until such time as Genetic Insight has the resources available to re-commence supply of the Services; or
- (c) provide notice of termination at any time if the issue constituting grounds for suspension under clause 14.3 has not been remedied, and the Client agrees that Genetic Insight will not incur any liability in respect of the failure to supply the Services during any period in which those Services are suspended.

14.6 If this Agreement or an Order is terminated by either party, Genetic Insight will cease providing the relevant Services and the Client must immediately pay Genetic Insight all

Fees due or incurred up to the date of termination in connection with those Services.

14.7 For the avoidance of doubt, following termination of this Agreement or an Order the Client must pay Genetic Insight for all Services provided in accordance with this Agreement regardless of whether those Services have been delivered or invoiced to the Client.

## 15. LIABILITY & INDEMNITY

15.1 Except as expressly set-out in this Agreement and only to the extent permitted by law, Genetic Insight provides the Services, Third Party products and Site on an “as is” basis and excludes any and all warranties, implied terms, liability and/or representations arising in connection with the Services, Third Party products, Site or this Agreement.

15.2 In respect of any liability of Genetic Insight which cannot be excluded in accordance with clause 15.1, Genetic Insight limits its liability to the Client (to the maximum extent permitted by law) as follows:

(a) under any applicable consumer guarantees in the New Zealand Consumer Law in relation to the supply of the Services to, at Genetic Insight’s sole discretion: (i) supplying the Services again; (ii) or paying the cost of having the Services supplied again; and  
(b) for breach of agreement, negligence, breach of statutory duty or any other cause of action other than a breach of an applicable consumer guarantee (regardless of how that liability is caused), arising under this Agreement or related to any Services, in aggregate to the total Fees paid by the Client for the relevant Services.

15.3 The Client continuously indemnifies Genetic Insight for and against any loss, damage, cost, or claim (including in negligence) incurred by Genetic Insight arising from or in connection with the Client’s:

(a) breach of this Agreement or any relevant law; and  
(b) wrongful use of the Site (or wrongful use caused or authorised by the Client).

15.4 Neither party will be liable for any consequential, collateral, special, incidental, indirect, exemplary or punitive damages, including, without limitation, loss of profits or revenue, loss of opportunity or loss or destruction of data, costs of cover, costs of delay, however caused and based on any theory of liability, for any claims or causes of action arising out of or related to this Agreement or the Services.

## 16. DISPUTE RESOLUTION

16.1 A party must not commence court proceedings in relation to a dispute until it has exhausted the procedures in this clause 16, unless the party seeks urgent injunctive or interlocutory relief.

16.2 Subject to clause 16.3, if a dispute arises between the parties, either party may give notice of the dispute (Dispute Notice) to the other party. If a Dispute Notice is given:

- (a) the Client or the Client's representative and Genetic Insight's representative must negotiate as soon as possible in an effort to resolve the dispute;
- (b) if the dispute is not resolved within twenty one (21) days of the Dispute Notice being given, either party may initiate the appointment of an independent mediator to resolve the dispute by mediation and the parties must participate in the mediation in good faith and equally share the costs of the mediation.

16.3 If the Client wishes to raise a concern or dispute about a Third Party product, the Client must attempt to resolve the concern or dispute with the Third Party supplier or manufacturer of the Product directly. Genetic Insight will provide all reasonable assistance to the Client and the relevant Third Party supplier or manufacturer to help facilitate a resolution of the concern or dispute in a timely manner but has no responsibility for:

- (a) a failure by the supplier or manufacturer of the Third Party product to participate in the dispute resolution process; or
- (b) a failure to resolve the relevant dispute or concern in a timely manner and to the Client's satisfaction.

## 17. GENERAL

17.1 Subcontractors: The Client agrees that Genetic Insight may without notice engage subcontractors or other professional consultants to assist Genetic Insight in providing the Services. Genetic Insight will remain liable for the actions or omissions of any subcontractor to the same extent Genetic Insight would be liable under this Agreement if the subcontractor were an employee of Genetic Insight.

17.2 No employment: Nothing contained in this Agreement constitutes the relationship of joint venture, partnership, or employment between the parties and it is the parties' express intention to deny such relationships.

17.3 Assignment: Genetic Insight may by written notice to the Client assign, transfer, subcontract or otherwise dispose of, in whole or in part, its rights under this Agreement. The Client must not assign or novate this Agreement without Genetic Insight's prior written consent.

17.4 Variation: This Agreement may be amended or modified by Genetic Insight in its sole discretion from time to time. Any amended or modified agreement will be effective immediately upon the earlier of: (i) its publication on the Site; or (ii) the time the amended agreement is first notified to the Client. Continued use of the Services (including the Site) following such publication or notification is deemed to be conclusive acceptance by the Client of the amended agreement.

17.5 Notices: Any notice or demand to be given or made under this Agreement must be in writing signed by a party's authorised representative. A notice will be deemed to be received: (i) in the case of a notice given by hand, on delivery; (ii) in the case of a notice sent

by pre-paid post, five (5) days following the date of postage; (iii) in the case of a notice sent by facsimile, on the date the notice was sent provided that the sending facsimile machine confirms by a printed report that the facsimile was successfully sent; and (iv) in the case of a notice sent by email, upon the recipient or their mail server confirming receipt of the email.

17.6 Entire agreement: It is expressly acknowledged, by and between the parties, that the terms and conditions set out in this Agreement contain the entire agreement concluded between the parties, and that this Agreement supersedes any and all prior agreements, representations, or understandings between the parties, whether written or oral, in respect of the same subject matter. To the extent that any inconsistency arises:

(a) between these terms and conditions and an Order, these terms and conditions will prevail;

(b) between two or more Orders, the most recently agreed Order will prevail; and

(c) between the Site Rules and this Agreement, this Agreement will prevail.

17.7 Waiver: Any waiver of a right or remedy under this Agreement will only be valid if the waiver is given in writing and signed by the party giving the waiver.

17.8 Survival: Clauses 10.1, 11, 14.6, and 15 will continue in force notwithstanding the termination or expiration of an Order or this Agreement in its entirety for any reason.

17.9 Severance: If a provision of this Agreement or part thereof is unenforceable, then that provision (or relevant part) may be severed without affecting the enforceability of any other provision of this Agreement.

17.10 Governing law: This Agreement is governed by and must be construed in accordance with the laws of New Zealand, and the parties irrevocably consent to the jurisdiction of the courts.