

Spider Tracks Limited Subscriber Terms and Conditions

This is a legal agreement between you and Spider Tracks Limited (**STL**) stating the terms that govern the use of STL's services and products.

To agree to these terms and conditions (this **Agreement**) check the appropriate box on the signup page. If you do not agree to this Agreement do not check the appropriate box. You will not be able to use this service. STL does not allow any additions, changes, or deletions to this Agreement by you and may refuse access to this application for non-compliance with any part of this Agreement.

We may change this Agreement at any time by notifying you of the change by email or by posting a notice on the STL Customer portal. Unless stated otherwise, any change takes effect from the date set out in the notice. You are responsible for ensuring you are familiar with the latest Agreement. By continuing to access and use the service from the date on which the Agreement is changed, you agree to be bound by the changed Agreement.

1. Definitions.

- a. **STL Customer portal** means the application website provided by STL that permits you, and 'people' you allow, to access sensitive data relating to your aircraft and aircraft operations.
- b. **API** means the application programming interfaces provided by STL from time to time.
- c. **Applications** means all software produced by STL, including but not limited to, the STL Customer portal, Android and Apple applications, firmware updater application, API, and any other development tools.
- d. **Spider** means the hardware onboard the aircraft that acts as a data-link between the aircraft, Applications, and/or any other third party application or service on the ground.
- e. **HaaS** means Hardware as a Service and is hardware (Spiders) that is owned by STL and provided to the customer for the purposes of enabling other Services.
- f. **System** means all software, hardware, documentation, and development materials provided by STL, including but not limited to Applications, data processing software and databases, marketing website (www.spidertracks.com), customer support website (support.spidertracks.com), the Spider and all other hardware, and STL documentation.
- g. **Tracks** mean position reports that are plotted on a map by a Spider and are joined together by solid lines. A track will show the location, altitude, speed, heading, and time for each position report.
- h. **Account** includes all Spiders, aircraft, contact people, billing information, Tracks and other information associated to you.

- i. **API Data** means all data, content, and information made available by STL through the API from time to time.
- j. **Customer Data** means all data, content, and information (including personal information) owned, held, used or created by you, or on your behalf that is entered into the System, and includes Account information.
- k. **Confidential Information** means any information that is not public knowledge and that is obtained from the other party in the course of, or in connection with, the provision and use of the Service. Our Confidential Information includes the API Data and intellectual property rights owned by us (or our licensors). Your Confidential Information includes the Customer Data.
- l. **Service** means STL service(s) and products provided to the person using the System.
- m. **Subscription Plan** means the level of Service and the set of Services available to your account. A Subscription Plan include terms and conditions in addition to this Agreement.
- n. **Intellectual property rights** includes copyright and all rights anywhere in the world conferred under statute, common law or equity relating to inventions (including patents), registered and unregistered trade marks and designs, circuit layouts, data and databases, confidential information, know-how, and all other rights resulting from intellectual activity.
- o. **Objectionable** includes being objectionable, defamatory, obscene, harassing, threatening, harmful, or unlawful in any way.
- p. **Purpose** means the purpose of your application as approved by us at the time of your registration of your application to access the API, or subsequently amended by agreement between us.
- q. **Start date** means the earlier of the date you register for the Service and the date you start using the Service.
- r. **We, us or our** means Spider Tracks Limited.
- s. **Year** means a 12-month period starting on the start date or an anniversary of that date.
- t. **You and your** you or both you and the other person on whose behalf you are acting. In relation to the API, **you** and **your** means the developer whose application accesses and uses the API.

2. Service.

- a. We must use reasonable efforts to provide the Service in accordance with this Agreement and New Zealand law exercising reasonable care, skill and diligence.
- b. Subject to clause 4f, you and your personnel must use the Service in accordance with this Agreement solely for your internal business purposes and for lawful purposes.
- c. System Requirements. Use of the Applications to view Customer Data requires a device with Internet access (fees may apply). Some features of the Service require a Bluetooth capable device to be used with your Spider. In order to receive alert service notifications the recipient must be within GSM coverage. Because the Service involves third party service providers for data transmission, your ability to use the service may be affected by the performance of these third parties and their systems. You agree that parts of the system under your control, such as the devices you use to access the Applications and the associated operating system and web browser, Internet and telephone connection are your responsibility. The list of supported devices, screen sizes, web browsers, and operating systems can be found in STL documentation.
- d. The Service may be not available in regions where there is no provision of Iridium, GPS, or Internet services.
- e. Any faults, errors, or delays caused by third party communication providers, such as Iridium Satellite Network, Internet, GSM providers (and others) are outside the control of STL. STL will not be liable for any errors, false alerts or interruptions caused by these third parties.
- f. STL does not guarantee nor represent that the Service will be uninterrupted or error free. From time to time the Service will be inaccessible due to the System, or other upgrades or maintenance. STL will endeavour to notify you of such upgrades in advance, however, there may be situations when this is not possible.
- g. You agree that your use of, or inability to use, the Service is at your risk. STL will not be liable for any loss or damage you incur due to your use of the Service.

3. Terms of Sales. On registration of a Spider in the STL Customer Portal or on subscribing to the Service you may be required to pay monthly fees and usage fees based on the applicable Subscription Plan. The monthly fee will be charged from the first day the Spider is registered, or the Service is subscribed to. Monthly fees are invoiced prior to the month that they occur. Your Spider can be disconnected by request to STL. A disconnection fee may apply. Any usage up to the point of termination will be charged to your account.

4. API.

- a. You may apply to register to access the API. All such applications and all use of the API are subject to acceptance by STL in its sole discretion.

- b. When you apply to register, you must describe the purpose of your application. If we approve your application the purpose you described will be the **Purpose**. We may require you at any time to update or provide more information about your application's purpose. We may (at our discretion) revoke or restrict API access for applications if we are not comfortable with their purpose or behaviour (technical or otherwise).
- c. You agree that as part of considering your registration application and from time to time while you have access to the API we may review (1) your application, (2) the infrastructure underlying your application, and/or the (3) revenue generated by your application through access and use of the API. As a result of such a review we reserve the right to, without limitation, amend any fees payable by you for access and use of the API.
- d. If any fees are payable or other consideration must be provided to STL to access the API (such as the exchange of data) this will be the subject of a side letter agreed in writing between you and us.
- e. When granted access to API, you will receive credentials to access the API. You agree not to share your access details with any third party.
- f. Your application must only access the API and the API Data for the Purpose. Without limitation, you must not access or use the API or API Data for unlawful purposes.
- g. You agree not to break or compromise, or attempt to break or compromise, the Service and API and to take all reasonable steps to maintain your infrastructure and applications secure from an external attack.
- h. You agree to notify and get STL approval for any performance, load, or security testing of your application that may impact API stability.
- i. You are responsible for the activity on the Service of any person accessing the service using your application. We may monitor your API usage and activity.
- j. Without prejudice to our rights and remedies, if you breach this Agreement we may place restrictions on your access to the API or cancel your access in whole or in part. If your access is cancelled or restricted you agree we may directly contact any Users of your application to notify them of the breach and the action taken.
- k. We may cancel your access to the API at any time at our discretion by giving you at least 30 days' written notice.
- l. You must ensure you and your application comply with all this Agreement, applicable laws, and any policies, procedures or directions we tell you about from time to time.
- m. We give no warranties or guarantees about the API or the API Data.
- n. API Data:

- i. You must only use API Data for the Purpose. Without limiting this, you must not market, supply, resupply, rent, lease, re-sell, sub-license, lend, assign, transfer, or otherwise provide any API Data in any way whatsoever to any third party, or make or retain copies of any API Data, except as expressly permitted under this Agreement or with our express written consent.
- ii. You must follow our directions about API Data.
- iii. You must take all reasonable steps to keep API Data secure from unauthorised use or access.
- iv. In dealing with API Data that is personal information, you must comply with (1) the Privacy Act 1993; and (2) your own privacy policy.
- v. API Data remains the property of us or our licensors. You have no rights in the API Data except those specified in this agreement.
- vi. You must delete all API Data:
 - (1) when this agreement is terminated;
 - (2) when it is no longer required for your application's Purpose; and
 - (3) as otherwise directed by us.
- o. You must comply with the terms of this agreement relating to API Data for as long as you hold API Data, even if you've stopped using the API.

5. Privacy and Confidentiality.

- a. **Account and Password.** As a registered user of the Service you may establish or receive an account. You are solely responsible for maintaining the confidentiality and security of this account. You should not reveal your account information, including user email and passwords, to anyone else. You should not access anyone else's account. You are responsible for all the actions that occur through your account. You agree to notify STL of any breach of security. STL shall not be responsible for any losses or costs arising out of unauthorised use of your account. As personal information about your STL account is sent to an email address, you agree to maintain the security of that email account. STL will not be liable for any losses or costs arising from a breach of security through your email account or through your failure to maintain the security of your user email and password.
- b. You are required to keep all information in your Account accurate, current, and complete. This includes, but is not limited to, organisational contact and billing information. STL may terminate or suspend your account if information stored in your account is not cor-

rect or up to date. You agree that STL may store and use registration Customer Data including credit card information for maintaining accounts and billing purposes.

- c. Each party must, unless it has the prior written consent of the other party:
 - i. keep confidential at all times the Confidential Information of the other party;
 - ii. effect and maintain adequate security measures to safeguard the other party's Confidential Information from unauthorised access or use; and
 - iii. disclose the other party's Confidential Information to its personnel or professional advisors on a *need to know* basis only and, in that case, ensure that any personnel or professional advisor to whom it discloses the other party's Confidential Information is aware of, and complies with, clauses 5ci and 5cii.
- d. The obligation of confidentiality in clause 5ci does not apply to any disclosure or use of Confidential Information:
 - i. for the purpose of performing a party's obligations, or exercising a party's rights, under this Agreement;
 - ii. required by law (including under the rules of any stock exchange);
 - iii. which is publicly available through no fault of the recipient of the Confidential Information or its personnel;
 - iv. which was rightfully received by a party from a third party without restriction and without breach of any obligation of confidentiality; or
 - v. by us if required as part of a *bona fide* sale of our business (assets or shares, whether in whole or in part) to a third party, provided that we enter into a confidentiality agreement with the third party on terms no less restrictive than this clause 5.
- e. Subject to certain grounds for refusal set out in the Privacy Act 1993, you have the right to access your readily retrievable personal information that we hold and to request a correction to your personal information. If you want to exercise either of these rights, email us at **support@spidertracks.com**. Your email should provide evidence of who you are and set out the details of your request (e.g. the personal information, or the correction, that you are requesting). We may charge you our reasonable costs of providing to you copies of your personal information or correcting that information.
- f. You acknowledge and agree that to the extent Customer Data contains personal information, in collecting, holding and processing that information through the Service, we are acting as your agent for the purposes of the Privacy Act 1993 and any other applicable privacy law. You must obtain all necessary consents from the relevant individual to enable us to collect, use, hold and process that information in accordance with this Agreement.

- g. While we will take standard industry measures to back up all Customer Data stored using the Service, you agree to keep a separate back-up copy of all Customer Data uploaded by you onto the Service.
 - h. STL's main point of contact with you is via the email address entered during the sign up process. Information provided to you through this email address may be account information including billing material and password information. It is your responsibility to keep any information sent to you through this email address private. It is your responsibility to inform STL of any changes to your contact email address.
 - i. Under certain circumstances STL may be required by law to release certain information. In this situation you will be notified and the information required by law to be released will be released. Should you delete or manipulate Customer Data contained in your account STL will not be liable for any loss of Customer Data.
 - j. STL may disclose Customer Data:
 - i. at its discretion to competent aviation regulatory or safety authorities upon request;
 - ii. for the purpose of performing our obligations, or exercising our rights, under this Agreement; or
 - iii. as required by law.
 - k. STL will endeavour to keep all Customer Data contained in your account private and secure, subject to the other terms of this Agreement. STL may use information about your account such as usage, location, and settings for analysis purposes which will be aggregated with other accounts. No information obtained from your account will be associated to your name or your company name. You agree that STL employees are permitted to view your account and information therein, and as such will not disclose any information to outside parties.
 - l. Customers who have requested Customer Data be served to third parties, will have that Customer Data served according to the agreement in place with the third party with whom Customer Data is being shared.
 - m. The STL Customer portal has a 'Public Page' feature. You agree that if you use this feature, your Tracks can be viewed by the general public and that it is your responsibility to control configuration of these pages.
6. Hardware Owned By You
- a. Based on the applicable Subscription Plan, you may need to purchase hardware to use the Service. STL hardware may include, but not limited to Spider, Spider keypad, Iridium/GPS antenna. Once a product is purchased and received by you, STL is not liable for any loss, destruction, or damage to the product.

- b. If a malfunction of the STL hardware that you purchased has occurred, whilst under the warranty period of 1 year since you purchased it from STL or a reseller of the hardware, and STL deems that this is not as a result of your actions, then STL agrees to either repair or replace the hardware to the standard that it was when purchased. Any unauthorised attempts to repair, replace or modify the hardware by persons other than authorised by STL employees, will void warranty.
- c. If an unaltered version of the hardware develops faults by reason of defective components, design or workmanship within the warranty period, STL will either repair or replace the hardware. You must first use your best efforts to assist in troubleshooting an issue. The only cost you will incur are freight charges to return the hardware to STL and for STL to return the hardware to you, as this is a back to base warranty. In case of hardware replacement, STL reserves the right to charge any costs that may arise if the defective hardware is not returned within 21 days upon receipt of replacement.
- d. For Spider repairs not covered by warranty, STL will provide you with a maximum cost that you will be subject to in order to repair or replace your Spider. You may choose to not commence with the repair process at this time.
- e. You are responsible for having the Spider and keypad (if applicable) installed. To work effectively the Spider must have a clear view of the sky, meaning that there is no obstruction between the top of the Spider and the sky going in a vertical direction and towards the horizon. All costs associated with installation of hardware is your responsibility. You must follow all instruction provided by STL and its employees when installing STL hardware. STL will not be liable for any loss, damage, or otherwise, due to failure to follow these instructions. Instructions may include, but are not limited to email communication from STL employees, instruction manuals available on the website, and information provided within the STL packaging.
- f. You are responsible for keeping the firmware on the Spider up to date. STL will not be liable for any issues caused by Spiders with out of date firmware.

7. Hardware as a Service

- a. The hardware provided under HaaS shall always remain the property of STL. You only have a right to use the hardware. You must protect STL's interest in the hardware, including making clear to others that STL owns the hardware.
- b. You will do all things and provide all information as STL may require for the purpose of protecting STL's interest in the hardware, the payment of any service fees, and ensuring that STL has a perfected first ranking security interest in the hardware and any proceeds.
- c. You will not at any time; permit the hardware or any part of the hardware to become a permanent part to any other property; permit any lien, other than that of STL, to be created on the hardware or any part of the hardware for any reason whatsoever; permit any change, assignment, mortgage, encumbrance, or security interest (other than STL's se-

curity interest) to attach to, nor will you sell, offer for sale, pledge, lend or otherwise deal with or part with possession or control of, the hardware or any part of the hardware.

- d. STL may transfer the hardware or our interest in this agreement, or our security interest in the hardware to any other party without the your consent. You shall not assign or sub-lease any interest in the hardware, nor shall you permit the hardware to be used by anyone other than you without STL's prior written consent.
 - e. You must take proper care of the hardware and maintain it in good working order and repair (normal wear and tear excepted). STL shall provide full service warranty for the term of this agreement. Such warranty shall not include misuse, negligence or abuse of the hardware by you or those under you control. You must ensure that the hardware is serviced and maintained exclusively by STL or by a person approved by STL. You must allow STL or their representative at any time to enter the place where the hardware is located to inspect its condition, check on compliance with the terms of this Service agreement and to exercise any of our rights under this agreement. STL shall give you reasonable notice of any such inspection.
 - f. You shall assume all risk of loss or damage to the hardware from any cause and agree to return the hardware to STL in good working order, or pay for the replacement of the hardware, if repair is not possible. You must notify STL if the hardware is stolen, lost, destroyed, or damaged. In any such case you must pay to STL the full cost of replacing the hardware (RRP as listed on the www.spidertracks.com website) or restoring it to the condition it was in before it was damaged. STL is entitled to receive all amounts which are payable to you by any insurer or other person because of any loss or damage to the hardware. If you receive such proceeds from insurance, you hold such funds in trust for STL.
 - g. STL may, in its sole discretion, exchange the hardware with other hardware of a like or better type at any time during the term of this agreement and the replacement hardware will deemed to be the hardware for the remaining term of this Service Agreement.
 - h. At the termination of this agreement, you must return at your cost the hardware to STL in good working order and repair (normal wear and tear excepted) to the location nominated by STL, or make it available for collection by STL. You must pay any arrears of fees or payments due for the full term of this agreement. You authorise STL, without notice or demand, to enter any location where STL believes the hardware is located and take possession of the hardware. The rights and remedies of STL provided by law and this Agreement shall be cumulative in nature. STL shall not be obligated to re-lease hardware or mitigate the damages from a default. You agrees to pay all costs of recovery (including reasonable attorney fees and legal costs), repairs, and related costs, and be responsible for any deficiency.
8. Payment for products. Using the Service incurs a monthly fee and may incur additional usage fees based on the applicable Subscription Plan. You agree to pay for all features and services you subscribe to through the Service, and that STL may charge your credit card for any Service

you are subscribed to, and for any additional amounts (including any taxes and late fees, as applicable) as may be accrued by or in connection with your account. You are responsible for the timely payment of all amounts accrued by your account as detailed within your STL invoice, or as advised by STL staff. All fees will be billed to the credit card you designate during the registration process, or the credit card that you have entered since subscribing to the Service, unless you have an agreement with STL to pay by other methods. If outstanding invoices are not paid, or contact information is not maintained, you agree that, without prejudice to its other rights and remedies, STL has the right to suspend or terminate your account.

9. Prices and availability of any products or services are subject to change at any time. STL reserves the right to change prices of any products or services at any time. STL agrees to provide 30 days' prior notice of any changes to any service prices, prior to changes taking effect. Any changes or specific information requested by you, being either hardware, software or anything relating to STL operations, may be charged for by STL. STL agrees to provide a quote for any such changes or information requested. On receipt of written acceptance of a quote, STL and you will arrange a mutually agreed time for the work to be undertaken.
10. Intellectual Property.
 - a. You acknowledge that the intellectual property rights in the Service and the System belong to STL or its licensors. You will not reproduce, translate, adapt, reverse engineer, vary or modify anything in the Service or the System.
 - b. You will take all reasonable steps to ensure the non-disclosure and confidentiality of the Service and the System.
 - c. You will ensure that your officers, employees and agents do not disclose or copy any part of the System or Service except as permitted by this agreement.
 - d. You will not transfer, assign or otherwise deal in the Service or the System.
 - e. You will notify STL in writing immediately you have knowledge of the existence of any circumstances which may suggest that any person may have unauthorised knowledge, possession or use of the Service or the System.
 - f. Your obligations under this clause will survive termination of this Agreement.
11. Termination of account and agreement.
 - a. If STL believes you have failed to comply with any of the terms of this agreement, STL, may, without notice and without prejudice to its other rights and remedies, terminate your account and you will remain liable for all outstanding amounts relating to your account up to and including the date of termination, and/or preclude access to your account. STL reserves the right to terminate or suspend any part of the Service without notice and STL will not be liable to you or any third party because of such termination.

- b. If clause 11a is invoked, you acknowledge that the Service will thenceforth become unavailable. You will be notified by email of such a termination at the email address you have provided on your contact details page.
- c. If STL goes into liquidation or has a receiver or statutory manager appointed to any of its assets or becomes insolvent, or makes any arrangement with creditors this agreement may be terminated by STL.
- d. Termination of this Agreement does not affect either party's rights and obligations that accrued before that termination.
- e. No compensation is payable by us to you because of termination of this Agreement for whatever reason, and you will not be entitled to a refund of any fees that you have already paid.
- f. On termination of this Agreement you will still remain liable for payment of any charges that become due for payment before or after termination and you may no longer be granted access to the Service.
- g. Except to the extent that a party has ongoing rights to use confidential information, at the other party's request following termination of this Agreement a party must promptly return to the other party or destroy all confidential information of the other party that is in the first party's possession or control.
- h. Clauses which, by their nature, are intended to survive termination of this Agreement continue in force.

12. Warranties.

- a. Each party warrants that it has full power and authority to enter into, and perform its obligations, under this Agreement.
- b. To the maximum extent permitted by law:
 - i. our warranties are limited to those set out in this Agreement, and all other conditions, guarantees or warranties whether expressed or implied by statute or otherwise (including any warranty under the Sale of Goods Act 1908) are expressly excluded and, to the extent that they cannot be excluded, liability for them is limited to NZD1,000.00; and
 - ii. although we intend to maintain and improve the Service, we make no representation concerning the quality of the service and do not promise that the service will:
 - (1) meet your requirements or be suitable for a particular purpose, including that the use of the Service will fulfil or meet any statutory role or responsibility you may have; or
 - (2) be secure, free of viruses or other harmful code, uninterrupted or error free.

- c. You agree and represent that you are acquiring the Service, and accepting this Agreement, for the purpose of a business and that the Consumer Guarantees Act 1993 and any other applicable consumer protection legislation does not apply to the supply of the Service or this Agreement.
- d. Where legislation or rule of law implies into this Agreement a condition or warranty that cannot be excluded or modified by contract, the condition or warranty is deemed to be included in this Agreement. However, our liability for any breach of that condition or warranty is limited, at our option, to:
 - i. supplying the Service again; and/or
 - ii. paying the costs of having the Service supplied again.
- e. You indemnify us against any liability, claim, proceeding, cost, expense (including the actual legal fees charged by our solicitors) and loss of any kind arising from any actual or alleged claim by a third party that any Customer Data you supply or your application infringes the rights of that third party (including intellectual property rights and privacy rights) or that the Customer Data is objectionable, incorrect or misleading.

13. Liability:

- a. Our maximum aggregate liability under or in connection with this Agreement or relating to the Service, whether in contract, tort (including negligence), breach of statutory duty or otherwise, must not in any Year exceed an amount equal to the Fees paid by you relating to the Service in the previous Year (which in the first Year is deemed to be the total fees paid by you from the start date to the date of the first event giving rise to liability).
- b. Neither party is liable to the other under or in connection with this Agreement or the Service for any:
 - i. loss of profit, revenue, savings, business, use, data (including Customer Data), and/or goodwill; or
 - ii. consequential, indirect, incidental or special damage or loss of any kind.
- c. Clauses 12a and 12b do not apply to limit our liability under or in connection with this Agreement for:
 - i. personal injury or death;
 - ii. fraud or wilful misconduct; or
 - iii. a breach of clause 5 (Privacy and Confidentiality).
- d. Clause 12b does not apply to limit your liability:
 - i. to pay the fees;

- ii. under the indemnity in clause 12e; or
 - iii. for those matters stated in clause 12c (i) to (iii).
 - e. Neither party will be responsible, liable, or held to be in breach of this Agreement for any failure to perform its obligations under this Agreement or otherwise, to the extent that the failure is caused by the other party failing to comply with its obligations under this Agreement, or by the negligence or misconduct of the other party or its personnel.
 - f. Each party must take reasonable steps to mitigate any loss or damage, cost or expense it may suffer or incur arising out of anything done or not done by the other party under or in connection with this Agreement or the Service.
 - g. Neither party is liable to the other for any failure to perform its obligations under this Agreement to the extent caused by means an event that is beyond the reasonable control of a party, excluding (1) an event to the extent that it could have been avoided by a party taking reasonable steps or reasonable care, or (2) a lack of funds for any reason.
14. Additions to this agreement. At times you may sign up to a product (or similar) through STL. You will be required to agree to the terms and conditions of the product (or similar) before you receive any benefits of the product. Such terms and conditions are considered supplementary to this agreement and in the case of any conflicting terms, the terms of the product will over rule this Agreement.
15. If any part or provision of this Agreement is or becomes illegal, unenforceable, or invalid, that part or provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity. If a modification is not possible, the part or provision must be treated for all purposes as severed from this Agreement. The remainder of this Agreement will be binding on you.
16. Subject to the third paragraph of this Agreement and clause 8, any variation to this Agreement must be in writing and signed by both parties.
17. This Agreement and any separate Subscription Plan terms set out everything agreed by the parties relating to the Service, and supersede and cancel anything discussed, exchanged or agreed prior to the start date. The parties have not relied on any representation, warranty or agreement relating to the Service that is not expressly set out in this Agreement and the Subscription Plan terms, and no such representation, warranty or agreement has any effect from the start date. Without limiting the previous sentence, the parties agree to contract out of sections 9, 12A and 13 of the Fair Trading Act 1986 (New Zealand).
18. No person other than you and us has any right to a benefit under, or to enforce, this Agreement.
19. For us to waive a right under this Agreement, that waiver must be in writing and signed by us.
20. We are your independent contractor, and no other relationship (e.g. joint venture, agency, trust or partnership) exists under this Agreement.

21. New Zealand law governs this agreement.

- a. New Zealand courts have non-exclusive jurisdiction over this Agreement. If you wish to bring a claim against us, you must do so in a New Zealand court.
- b. You must always use the System, and its associated equipment and Customer Data, in compliance with all the relevant laws and regulations in the areas of use in which you operate it in. This includes, without limitation, all applicable laws and regulations pertaining to aeronautical use. If you use the System without complying with any applicable laws within the areas of use, you are responsible for any actions, legal or otherwise, taken against you.