

Infoways General Terms and Conditions

Version 1.0

Published 8 December 2025

1. Introduction and Acceptance

1.1 Purpose of these Terms

These General Terms and Conditions (“Terms”) set out the legal framework governing the relationship between Infoways Limited (“Infoways”, “we”, “us”, or “our”) and any client (“you”, “your”, or “the Client”) who engages us to provide services, solutions, or products. These Terms are designed to ensure a clear, fair, and a transparent understanding of our mutual rights and obligations towards each other.

1.2 Relationship with Other Documents

- a) These Terms apply to all services we provide, including but not limited to Managed Security Services, Governance, Risk and Compliance (GRC) services, Cloud Solution Provider (CSP) services, Product reselling services and hardware procurement or renewals.

These Terms operate in conjunction with:

- I. any Master Services Agreement (MSA) or other formal engagement agreement you sign with us; and
 - II. any Proposal, Statement of Work, or Service Schedule issued by us and accepted by you.
- b) If there is any conflict or inconsistency between these Terms and an MSA or Proposal, the MSA or Proposal will prevail, but only to the extent of that inconsistency.

1.3 Acceptance of Terms

- a) By signing an MSA, Proposal, or otherwise engaging our services (including continuing to receive or pay for them), you are deemed to have read, understood, and agreed to be bound by these Terms. If you do not agree with these Terms, you must not engage Infoways to provide any services.

1.4 Updates to Terms

- a) To maintain accuracy and compliance with law and industry practice, we may update these Terms from time to time. When we do so:
 - I. We will post the updated version at www.infoways.co.nz/terms and note the effective date at the top of the document.

- II. Updated Terms will automatically apply 30 days after publication unless a different date is stated.
 - III. If a material change affects your existing services, we will notify your nominated contact in writing.
- b) Your continued use of our services after the effective date constitutes acceptance of the updated Terms.

1.5 Fairness and Good Faith

- a) Both parties agree to act reasonably, honestly, and in good faith in performing their obligations under these Terms. Infoways will exercise its rights and discretions under these Terms in a commercially reasonable manner consistent with professional standards and industry norms.

2. Definitions and Interpretation

For the purposes of this Agreement, unless the context otherwise requires:

2.1 Definitions

Term	Definition
Agreement	This Agreement, including the Master Services Agreement (MSA), these General Terms and Conditions (GTC), Service Proposals, Appendices, Rate Schedules, and any other documents expressly incorporated by reference.
Business Day	Any day other than a Saturday, Sunday, or public holiday in New Zealand.
Client or You	The person, company, or entity entering into this Agreement with Infoways, including its employees, officers, agents, and representatives.
Commitment Term	The minimum period for which the Client agrees to use Infoways' Services as set out in the Proposal or MSA.
Confidential Information	All information, data, materials, or knowledge disclosed by either party to the other, in any form, that is designated as confidential or would reasonably be considered confidential, including security configurations, business operations, customer data, and pricing.
Force Majeure Event	An event beyond the reasonable control of a party as defined in Section 19.
Hardware	Physical computing devices, networking equipment, or other tangible technology assets procured or facilitated by Infoways under Section 12.
Intellectual Property (IP)	All patents, copyrights, trademarks, trade secrets, designs, know-how, software, configurations, reports, documentation, or other proprietary rights, whether pre-existing or created under this Agreement.

MSA	Master Services Agreement signed between Infoways and the Client, which references these General Terms and Conditions.
Proposal	A written quotation, scope of work, or service proposal provided by Infoways to the Client.
Rate Schedule	The schedule of charges, including “Emergency Upgrade” rates, for Services provided by Infoways.
Response Time	The elapsed time between the receipt of a Service Request by Infoways (via the processes specified in the General Terms) and the commencement of service, as per the Service Level Agreement (SLA).
Services	Any services provided by Infoways under this Agreement, including but not limited to cybersecurity monitoring, incident response, GRC alignment, CSP provisioning, advisory services, and hardware facilitation.
Service Request	A formal request submitted by the Client for Infoways to perform work, whether initiated by the Client or proactively by Infoways.
Software	Any computer programs, applications, operating systems, updates, patches, and associated services or licenses, including Approved Business Software as per Appendix D in your MSA.
Security Incident	Any actual, suspected, or potential breach, compromise, or threat to the confidentiality, integrity, or availability of the Client’s information, systems, or networks.
Third-Party Products or Services	Hardware, software, platforms, or services provided by a third-party vendor, including CSP services, reseller-procured hardware, or software licensed by Infoways on behalf of the Client.
Termination Payment	The fees payable by the Client under Section 16 if terminating the Agreement before the expiry of the Commitment Term.
Working Hours / Business Hours	9:00am – 5:00pm Monday to Friday, excluding New Zealand public holidays, unless otherwise specified.

2.2 Interpretation Rules

- a) Headings: Headings are for convenience and do not affect interpretation.
- b) Singular and Plural: Words importing the singular include the plural and vice versa.
- c) Including / Includes: “Including” or “includes” is not limiting and means “including without limitation.”
- d) Reference to Legislation: Reference to a statute or regulation includes any amendments, consolidations, or replacements.
- e) Time References: Any reference to a time of day is New Zealand local time.

- f) Precedence: In the event of any ambiguity, definitions in this Section take precedence over other sections except where a term is specifically defined elsewhere in a Proposal or Service Schedule.

3. Scope of Services

3.1 Overview

- a) Infoways provides a range of professional technology and cybersecurity services. The specific services we deliver to you will be set out in your Proposal, Statement of Work, or MSA. These Terms apply to all services we provide, whether directly or indirectly, on-site or remotely, on a recurring or project basis.

3.2 Categories of Services

Our services generally fall within the following categories:

- a) **Managed Security Services (MSSP):**
Monitoring, detection, prevention, response, and remediation of cybersecurity events, vulnerability management, and related advisory services.
- b) **Governance, Risk, and Compliance (GRC) Services:**
Assessment, alignment, and monitoring of your organisation's information security and compliance posture against industry or regulatory frameworks (for example, ISO 27001, NIST CSF, or the New Zealand Information Security Manual).
- c) **Cloud Solution Provider (CSP) Services:**
Provision, management, and billing of cloud products and licences (including Microsoft 365, Azure, and other vendor platforms) under the applicable vendor or distributor terms.
- d) **Procurement and Hardware Renewals:**
Facilitation of hardware and related software procurement, renewal, and warranty services through authorised and partnered distributors. Title to hardware transfers to you only upon full payment unless otherwise agreed in writing.
- e) **Advisory and Support Services:**
Strategic technology advice, incident coordination, and other ancillary professional services required to support the above categories.

Infoways may update or expand its service catalogue over time. Any additional service types will be communicated and, if relevant, incorporated into your next renewal or MSA update.

3.3 Exclusions

- a) Unless expressly stated in your MSA or Proposal, our Services do **not** include:
- I. General IT or desktop-level support (e.g., end-user helpdesk or workstation troubleshooting);
 - II. Maintenance or management of non-security systems;
 - III. Physical network infrastructure repairs or upgrades;

- IV. Any activity outside the agreed service scope or business hours, unless requested and approved in writing.
- b) Any work falling outside the agreed scope will be considered out of scope and charged at Infoways' current Rate Schedule included in your MSA.

3.4 Client Acknowledgements

- a) You acknowledge and agree that:
 - I. The Services are designed to reduce, but cannot eliminate, cybersecurity risk completely.
 - II. Your cooperation, timely communication, and implementation of Infoways' recommendations are essential to achieving intended outcomes.
 - III. Infoways may rely on third-party vendors, software, or distributors in delivering the Services, and the performance of those third parties is outside our direct control.

3.5 Modification of Services

- a) Infoways may modify or improve its service delivery methods from time to time, provided such changes do not materially reduce the overall functionality or value of the Services you receive.
- b) Any significant change to scope, pricing, or service levels will be agreed in writing before taking effect.

4. Term and Renewal

4.1 Commencement of Agreement

- a) This Agreement will commence on the Effective Date specified in your Master Services Agreement (MSA) or Proposal, and will continue for the Initial Term set out in that document, unless terminated earlier in accordance with these Terms.

4.2 Initial Term

- a) Unless otherwise stated in the MSA or Proposal:
 - I. Managed or subscription-based services (such as MSSP services and products, GRC alignment services, or CSP licensing) will have a minimum initial term of twelve (12) months; and
 - II. Project-based or fixed-scope engagements will continue until completion of the agreed work.
- b) The Initial Term ensures both parties have the stability required to plan and deliver services effectively.

4.3 Automatic Renewal

- a) At the end of the Initial Term, the Agreement will automatically renew for successive 12-month renewal periods (each a “Renewal Term”) on the same terms and conditions, unless:
 - I. Either party gives at least sixty (60) days’ written notice of its intention not to renew prior to the end of the current term; or
 - II. The parties agree in writing to amend or replace the Agreement.
- b) Automatic renewal ensures continuity of service and security coverage unless the client formally opts out.

4.4 Service Adjustments on Renewal

- a) Infoways may review and adjust its pricing, scope, or terms at renewal to reflect:
 - I. Changes in vendor or distributor pricing (for CSP or hardware renewals);
 - II. Updates to the underlying technology stack, threat landscape, or compliance framework; or
 - III. Increases in operational costs or service value.
- b) Any adjustments will be communicated to you in writing at least thirty (30) days prior to the renewal date. If you do not agree with the revised terms, you may elect not to renew by providing notice as outlined in clause 4.3.

4.5 Suspension

- a) Infoways reserves the right to suspend Services, in full or in part, if:
 - I. Payment remains outstanding beyond the agreed payment terms;
 - II. Continued delivery would breach law, regulation, or third-party terms; or
 - III. You fail to provide the cooperation, access, or information reasonably required to perform the Services.
- b) Suspension does not relieve you of your payment obligations and will not constitute a termination unless specifically confirmed by Infoways in writing.

5. Fees, Invoicing, and Payment

5.1 Fees and Charges

- a) The fees payable by You for the Services are as set out in the relevant MSA, Proposal, or Rate Schedule, and may include:
 - I. Managed or subscription fees for ongoing security monitoring, GRC alignment, or CSP services;

- II. Professional services fees for consulting, remediation, or project work performed on a time-and-materials or fixed-scope basis;
 - III. Hardware and software procurement costs where Infoways acts as a reseller or procurement agent; and
 - IV. Third-party vendor or distributor pass-through costs, such as Microsoft licensing, SaaS subscriptions, or support renewals.
- b) Unless otherwise agreed in writing, all fees are exclusive of GST, which will be added at the prevailing rate.

5.2 Invoicing

- a) Recurring Services (including MSSP, CSP, and GRC subscription services) will be invoiced monthly in arrears, unless otherwise stated in the MSA or Proposal.
- b) Project-based or professional services may be invoiced:
 - I. Upon milestone completion; or
 - II. On a time-and-materials basis monthly in arrears.
- c) Hardware and software purchases will be invoiced upon order confirmation and are non-cancellable once placed with the vendor or distributor.
- d) All invoices will be sent electronically to the nominated billing contact provided during onboarding.
- e) Deemed Receipt: Invoices sent electronically in accordance with clause 5.2(d) will be deemed received by the Client on the date sent.

5.3 Payment Terms

- a) Payment is due on or before the 20th of the month following the invoice date, unless otherwise specified.
- b) All payments must be made in New Zealand dollars via bank transfer to the account stated on the invoice.
- c) Disputed amounts must be notified to Infoways within 10 business days of invoice receipt, with a written explanation of the basis for the dispute. Undisputed amounts remain payable by the due date.
- d) Failure to pay any undisputed amount when due may result in:
 - I. Suspension of services (refer to clause 4.5);
 - II. Late payment interest at 2% per month, compounded monthly; and/or
 - III. Recovery of collection costs, including reasonable legal fees.

5.4 Adjustments and Pass-Through Costs

- a) Infoways reserves the right to adjust its fees from time to time to reflect:
- b) Changes in vendor pricing (e.g., Microsoft CSP or security platform costs);
 - I. Material increases in operational or infrastructure costs; or
 - II. The introduction of new or enhanced services.
- c) Any such change will be communicated to You at least 30 days prior to taking effect.

- d) Pass-through costs (such as Microsoft or distributor renewals) will be billed to You at cost plus an administrative margin as agreed in the proposal or MSA.

5.5 Expenses

- a) Where travel, accommodation, or out-of-pocket expenses are required and pre-approved by You, these will be invoiced at actual cost plus a reasonable administrative handling fee (if applicable).

5.6 No Set-Off

- a) You agree not to withhold or set-off any payments due under this Agreement against any claim or counterclaim, except where the set-off is required by law or agreed in writing by Infoways.

5.7 Annual Review

- a) Infoways may conduct an annual review of all subscription fees and rates, including those in the Rate Schedule, to ensure alignment with inflation, market conditions, and service value.
- b) Adjusted rates will take effect 30 days after written notice. Any annual rate adjustment will not exceed the Consumer Price Index (CPI) plus 3%, unless justified by vendor or regulatory cost changes.

5.8 Termination and Outstanding Fees

- a) Upon termination or expiry of this Agreement:
 - I. All unpaid fees for services rendered up to the effective termination date will become immediately due and payable;
 - II. Any prepaid but unused service fees will be non-refundable, unless termination is due to Infoways' material breach; and
 - III. CSP or third-party licensing costs will remain payable for the remainder of their respective billing cycle or term.

6. Client Responsibilities

6.1 General Obligations

You agree to:

- a) Act in good faith and cooperate with Infoways in the delivery of the Services;
- b) Provide accurate, complete, and timely information necessary for Infoways to perform its obligations;
- c) Ensure that Your personnel, contractors, and third-party vendors follow reasonable instructions provided by Infoways for the purpose of maintaining system security, compliance, or operational continuity; and
- d) Comply with all applicable laws and regulations, including those relating to privacy, data protection, and cyber security.

6.2 Access and Permissions

- a) You must ensure that Infoways has full and timely access (whether remote or onsite) to the systems, devices, data, and facilities necessary to perform the Services.
- b) Where Infoways' personnel are required to access Your premises, You will provide a safe working environment and comply with all health and safety requirements.
- c) If access is delayed, restricted, or denied, Infoways may in its discretion reschedule the work or charge for any additional time or costs incurred.

6.3 Primary Contacts

- a) You agree to nominate at least one Primary Contact and one Secondary Contact who will serve as authorised representatives for all operational and technical communications. These contacts will be documented in the MSA.
- b) Only these nominated contacts may authorise service changes, access requests, or approvals for time-based work, unless otherwise agreed in writing.
- c) It is Your responsibility to update Infoways immediately if these contacts change during the Term.

6.4 Technology Standards and Environment

- a) You agree to maintain and operate Your technology environment in accordance with Infoways' Recommended Technology Platform and Minimum Technology Standards, as published and updated from time to time on Infoways' website.
- b) If any element of Your environment does not meet these standards, Infoways:
 - I. May, at its discretion, provide limited or best-effort support; and
 - II. Reserves the right to charge for any additional time or complexity incurred.
- c) You acknowledge that deviations from the Minimum Technology Standards may affect performance, reliability, or security outcomes.

6.5 Security and Compliance Cooperation

- a) You are responsible for implementing and enforcing appropriate internal policies (including password management, access control, and acceptable use) that align with Infoways' recommendations.
- b) You must promptly notify Infoways of any suspected or actual security incident, breach, or unauthorised access to Your systems or data.
- c) You agree to participate in cybersecurity awareness, GRC, or compliance initiatives recommended by Infoways to maintain alignment with applicable frameworks (e.g., ISO 27001, NIST, Essential Eight, or local legislative obligations).
- d) Infoways will not be liable for incidents arising from:
 - I. Unauthorised actions of Your personnel or third parties;
 - II. Failure to implement recommended controls; or
 - III. Use of unapproved or unsupported software or configurations.

6.6 Authorisations for Third Parties

- a) You will ensure Infoways is **authorised to liaise with and act on Your behalf** with relevant third parties such as cloud vendors, ISPs, domain registrars, or hosting providers.
- b) Where such authorisation is not in place, Infoways may charge for additional time required to secure access or information.
- c) You are responsible for maintaining current authorisations when adding new third-party providers during the Term.

6.7 Data Backup and Retention

- a) Unless explicitly stated in the MSA or Proposal, You are responsible for ensuring adequate data backup, retention, and recovery processes are in place.
- b) Infoways may provide backup monitoring or managed backup services if specifically contracted, but shall not be responsible for data loss where:
 - I. Backups were disabled, misconfigured, or inaccessible due to client-side issues; or
 - II. The service was not part of the contracted scope.

6.8 Use of Services

- a) You agree not to use Infoways' Services for any unlawful, unethical, or harmful purpose, including activities that may compromise network security or infringe intellectual property rights.
- b) Infoways may suspend or restrict services where necessary to protect system integrity, prevent legal exposure, or address an identified security threat.

6.9 Dependencies and Delays

- a) Infoways' ability to deliver the Services depends on Your timely cooperation and provision of required inputs or approvals.
- b) Infoways will not be responsible for delays, cost overruns, or performance degradation resulting from:
 - I. Failure to provide requested access or information;
 - II. Delayed client decisions; or
 - III. Actions or inactions of Your other service providers.

6.10 Payment and Financial Obligations

- a) You must ensure that all fees are paid in accordance with Section 5 (Fees, Invoicing, and Payment) to avoid service suspension or termination.
- b) Infoways is under no obligation to continue service delivery where outstanding amounts remain unpaid beyond agreed terms.

7. Infoways' Responsibilities

7.1 General Obligation

- a) Infoways will perform the Services with reasonable skill, care, and diligence, consistent with industry standards for an MSSP, GRC advisor, and CSP provider in New Zealand.
- b) We will act in accordance with all applicable laws, regulations, and vendor terms relevant to the Services we provide.

7.2 Service Delivery

- a) Infoways will provide the Services specified in your MSA, Proposal, or Statement of Work, within the agreed Service Levels.
- b) Services will be delivered during Business Hours unless otherwise agreed or if Emergency Services are requested and approved.
- c) Infoways may engage qualified subcontractors or third-party vendors to deliver parts of the Services; however, we remain responsible for the performance of any such subcontracted services.

7.3 Response and Resolution

- a) Infoways will respond to Service Requests according to the Response Time Guarantee set out in the MSA
- b) Resolution targets will be applied in accordance with the priority levels defined in the SLA.
- c) Infoways will use commercially reasonable efforts to restore or remediate issues in a timely manner but does not guarantee that all incidents will be resolved within the target timeframe, particularly where issues are caused by third parties, client environment, or factors outside Infoways' control.

7.4 Reporting

- a) Infoways will provide reports and updates as outlined in your MSA or Proposal, which may include:
 - I. Weekly service request status summaries;
 - II. Monthly executive summary reports with service metrics; and
 - III. Quarterly business review sessions covering performance, upcoming compliance or security considerations, and technology recommendations.
 - IV. Infoways may modify reporting metrics or formats from time to time to improve service delivery and insight.

7.5 Security and Compliance

- a) Infoways will exercise reasonable care and professional judgment to monitor, advise, and protect your systems in line with the contracted Services.

- b) Infoways will provide guidance, recommendations, and where relevant to the service consumed, reports regarding cybersecurity, regulatory compliance, and risk management, but cannot guarantee absolute security or regulatory compliance.
- c) Where applicable, Infoways will notify you of significant incidents or threats promptly and assist in remediation, but ultimate responsibility for implementation of mitigation measures within your organisation rests with you.

7.6 Escalation

- a) Infoways will maintain a defined escalation pathway to ensure that unresolved or urgent issues can be elevated to senior management promptly.
- b) Details of escalation contacts and procedures will be provided during onboarding and updated as necessary in the MSA.

7.7 Limitations and Boundaries

- a) Infoways is not responsible for failures or delays caused by:
 - I. Client-side failures to meet Minimum Technology Standards;
 - II. Unauthorised changes or modifications to hardware, software, or configurations;
 - III. Third-party services or vendor failures; or
 - IV. Force majeure events.
- b) Infoways reserves the right to refuse, defer, or reprioritise requests that fall outside the agreed scope, including non-approved software, unsupported hardware, or work requiring excessive resources beyond the contracted scope.

7.8 Professional Conduct

- a) Infoways will ensure that all personnel providing Services:
 - I. Conduct themselves professionally, courteously, and respectfully;
 - II. Adhere to agreed access, security, and privacy protocols; and
 - III. Maintain confidentiality of any sensitive information obtained during the provision of Services.

7.9 Continuous Improvement

- a) Infoways will continually review and enhance its service delivery processes, technology platforms, and methodology to provide:
 - I. Efficient, secure, and compliant service;
 - II. Proactive recommendations for improvements; and
 - III. Guidance on emerging security threats or regulatory changes relevant to your business.

8. Confidentiality & Privacy

8.1 Confidential Information

- a) “Confidential Information” means any information disclosed by one party (“Disclosing Party”) to the other (“Receiving Party”) in connection with this Agreement, whether in written, electronic, oral, or other form, that is:
 - I. Marked or identified as confidential; or
 - II. By its nature, would reasonably be understood to be confidential, including business strategies, security data, system configurations, source code, passwords, vendor agreements, and client data.

8.2 Obligations

- a) Each party must:
 - I. Maintain Confidential Information in strict confidence;
 - II. Use Confidential Information solely for the purpose of performing obligations or exercising rights under this Agreement; and
 - III. Limit access to those employees, contractors, or agents who need the information for such purposes and are bound by confidentiality obligations no less strict than those in this Agreement.
- b) Confidential Information does not include information that:
 - I. Is or becomes publicly available through no fault of the Receiving Party;
 - II. Was known to the Receiving Party prior to disclosure;
 - III. Is lawfully received from a third party without restriction; or
 - IV. Is required to be disclosed under law or court order (with prior notice to the Disclosing Party, where permitted).

8.3 Privacy and Personal Data

- a) Infoways will handle any personal information in accordance with the Privacy Act 2020.
- b) Client agrees to ensure all personal data shared with Infoways is lawfully collected and that appropriate consent or legal authority exists for its processing.
- c) Infoways may use anonymised or aggregated metrics for internal reporting, research, or improvement of services, provided that individual personal information is not identifiable.

8.4 Return or Destruction

- a) Upon termination or expiry of this Agreement, each party shall, at the Disclosing Party’s request, return or securely destroy all Confidential Information, except to the extent retention is required for legal or regulatory compliance.

8.5 Data Retention After Termination

- a) Upon termination or expiry of this Agreement, Infoways will securely return or destroy all Confidential Information and Client Data in its possession, in accordance with Section 8.4, except to the extent that retention is required for:
 - I. Legal, regulatory, or contractual obligations;
 - II. Completion of ongoing operational, audit, or security obligations; or
 - III. Backup, disaster recovery, or archival purposes, provided such data is stored securely and access is strictly limited.
- b) Infoways will:
 - I. Notify the Client of the retention period and purpose upon request; and
 - II. Securely delete or anonymise retained data as soon as reasonably practicable once the retention purpose no longer applies.
- c) Client consent to the limited retention described above is acknowledged by continuing to use Infoways' Services or entering into this Agreement.

9. Liability, Indemnity and Allocation of Risk

9.1 Limitation of Liability

- a) To the maximum extent permitted by law, the total aggregate liability of Infoways to the Client for any and all claims, losses, or damages arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total fees paid by the Client to Infoways for the Services in the 12 months preceding the event giving rise to the claim.
- b) This limitation applies regardless of the number of claims, type of loss, or cause, and applies even if Infoways was advised of the possibility of such losses, except to the extent liability cannot be lawfully excluded, including liability for:
 - I. Death or personal injury caused by negligence;
 - II. Fraud, gross negligence, or wilful misconduct; or
 - III. Any other liability that cannot be excluded under New Zealand law.

9.2 Excluded and Unrecoverable Losses

- a) To the fullest extent permitted by law, Infoways shall not be liable for any:
 - I. Indirect, incidental, consequential, exemplary, or special losses;
 - II. Loss of revenue, profit, anticipated savings, contracts, business opportunity, goodwill, or reputation;
 - III. Loss, corruption, or destruction of data (except to the extent directly caused by Infoways' gross negligence or wilful misconduct);
 - IV. Losses caused by third-party services, hardware, software, vendors, or factors outside Infoways' reasonable control;
 - V. Costs incurred due to delays, downtime, interrupted operations, or the failure to implement recommended security or technical measures.
- b) These exclusions apply regardless of how the losses are described or whether they arise in contract, tort, equity, breach of statutory duty, or otherwise.

9.3 Client Indemnity

- a) The Client indemnifies and holds harmless Infoways, its officers, employees, contractors, and agents from and against all claims, liabilities, losses, damages, costs, and expenses (including legal fees on a solicitor–client basis) arising from:
 - I. The Client’s breach of this Agreement or failure to perform its responsibilities or obligations;
 - II. Misuse, unauthorised access, or modification of Services, systems, or data by the Client or its personnel;
 - III. Any breach of third-party licence terms, intellectual property rights, or third-party agreements relating to Client-supplied software, content, hardware, or data;
 - IV. Any unlawful, fraudulent, or negligent act or omission of the Client or its personnel.
- b) Infoways will promptly notify the Client of any claim subject to indemnification and will reasonably cooperate with the Client, at the Client’s expense, in the defence or settlement of the claim.
- c) The indemnity is ongoing and survives termination or expiry of this Agreement.

9.4 Proportionate and Fair Liability

- a) Where liability is imposed on both parties (or on a third party), each party’s liability shall be proportionate to its respective degree of fault, contribution, or responsibility, as determined under applicable law.
- b) Nothing in this Agreement limits liability where such limitation is prohibited by New Zealand law, including in cases of gross negligence, wilful misconduct, or breach of statutory duties.

9.5 Allocation of Risk and Commercial Basis

- a) The parties acknowledge that the limitations, exclusions, and indemnities in this Section reflect a fair and commercially reasonable allocation of risk, considering the nature and scope of the Services, and that the fees charged reflect this allocation.
- b) The Client agrees that the protections provided in this Section are essential to Infoways’ ability to provide the Services and that these provisions apply collectively, not individually, unless expressly stated otherwise.
- c) The parties agree that this Section is a fundamental term of the Agreement, and would not have entered into the Agreement without it.

10. Intellectual Property

10.1 Ownership of Pre-Existing IP

- a) Infoways retains all rights, title, and interest in any intellectual property, know-how, methodologies, software, tools, frameworks, or documentation that pre-existed the commencement of this Agreement or were developed independently of this engagement (“Pre-Existing IP”).

- a) Nothing in this Agreement grants the Client any ownership rights in Infoways' Pre-Existing IP, except as explicitly provided under a licence granted in writing.

10.2 Ownership of Deliverables

- a) Subject to payment in full of all fees under this Agreement, Infoways grants the Client a non-exclusive, non-transferable right to use the deliverables created specifically for the Client under this Agreement ("Deliverables") for its internal business purposes.
- b) Infoways retains ownership of all underlying IP used to create the Deliverables, including templates, configurations, frameworks, or methodologies not developed uniquely for the Client.

10.3 Licence Rights

- a) Infoways grants the Client a limited licence to use:
 - I. Reports, assessments, GRC frameworks, recommendations, and documentation provided under this Agreement;
 - II. Configurations or templates provided as part of CSP, security, or advisory services.
- b) This licence is:
 - I. Non-exclusive and non-transferable;
 - II. Restricted to the Client's internal business operations;
 - III. Subject to compliance with this Agreement; and
 - IV. Revocable by Infoways if the Client breaches the terms of this Agreement.

10.4 Vendor and Licensor Rights

- a) Certain services or deliverables may include third-party software, licenses, or tools provided through CSP, security vendors, or other licensors.
- b) The Client acknowledges that:
 - I. All such third-party software or tools are subject to the licence terms of the vendor/licensor;
 - II. Infoways does not own these tools or licences; and
 - III. Use of such software is governed by the vendor's terms, including any restrictions on copying, distribution, or sublicensing.
- c) The Client agrees to comply with all vendor/licensor terms and indemnify Infoways against any claims arising from misuse of third-party tools.

10.5 Restrictions

- a) The Client may not reverse engineer, modify, reproduce, or distribute Infoways' IP or third-party tools except as expressly permitted.

- b) Any IP developed by Infoways for the Client may only be used for its intended purpose and cannot be shared with third parties without Infoways' prior written consent.

11. Third-Party Products and Services

11.1 Flow-Down Obligations

- a) Certain Services may involve third-party products, software, or services, including but not limited to Microsoft CSP offerings, security tools, or hardware provided through distributors we partner with.
- b) The Client acknowledges that Infoways' provision of these products or services is subject to the terms, conditions, and warranties imposed by the third-party vendors or licensors ("Flow-Down Obligations").
- c) Infoways will use commercially reasonable efforts to comply with such Flow-Down Obligations but cannot modify, waive, or assume additional responsibilities beyond those imposed by the vendor or licensor.

11.2 Limitation of Infoways' Liability for Third-Party Issues

- a) Infoways will not be liable for any failure, defect, outage, or issue caused by:
 - I. Third-party software, tools, or cloud services;
 - II. Hardware or subscriptions purchased via distributors; or
 - III. Vendor delays or warranty limitations.
- b) The Client agrees that any claims or remedies relating to third-party products or services must be directed to the relevant vendor, licensor, or distributor, and that Infoways' liability in connection with such third-party products is limited to the extent permitted under New Zealand law.

11.3 Client Obligations Regarding Third-Party Products

- a) The Client must:
 - I. Comply with all vendor or licensor licence terms, including restrictions on copying, sharing, or reselling software and services;
 - II. Provide Infoways with any authorisations or access credentials required to manage or administer third-party services; and
 - III. Notify Infoways promptly of any issues or disputes arising with third-party products or services.
- b) Failure to comply with third-party licence terms or to provide required access may result in suspension of services, additional charges, or limitation of liability.

11.4 Vendor/Distributor Warranties

- a) Any hardware or software purchased through Infoways from a third-party distributor or vendor is subject to the vendor's standard warranties and return policies.
- b) Infoways does not provide additional warranties for third-party products unless explicitly stated in writing.

12. Hardware Procurement and Warranty Facilitation

12.1 Role as Reseller / Facilitator

- a) Infoways may assist the Client in procuring hardware through approved distributors, acting as a reseller or facilitator of said products and services.
- b) Infoways' role is limited to:
 - I. Placing orders on behalf of the Client;
 - II. Coordinating delivery; and
 - III. Facilitating manufacturer or distributor warranty claims.
- c) Infoways does not manufacture, supply, or guarantee the quality of third-party hardware beyond the distributors or manufacturer's terms.

12.2 Title and Risk Transfer

- a) Ownership ("title") of any procured hardware passes directly to the Client upon delivery from the distributor or manufacturer, unless otherwise specified in writing.
- b) Risk of loss or damage passes to the Client at the time of delivery, including during shipping or transport, unless Infoways agrees in writing to assume responsibility for shipping.

12.3 Manufacturer Warranty Conditions

- a) All hardware is subject to the manufacturer's standard warranty and support conditions, which may include repair, replacement, or return procedures.
- b) Infoways will provide the Client with relevant warranty documentation and assist with claims where reasonable but does not provide additional warranties beyond those supplied by the manufacturer or distributor.

12.4 Return or Replacement Procedures

- a) If a hardware item is faulty or requires warranty service:
 - I. The Client must notify Infoways promptly.
 - II. Infoways will facilitate the warranty claim with the manufacturer or distributor; and

- III. Any required return, shipping, or handling must comply with the manufacturer's instructions.
- b) Infoways may charge the Client for reasonable administrative time incurred in facilitating warranty claims or returns, unless otherwise agreed.

12.5 Limitation of Liability

- a) Infoways is not liable for defects, failures, or delays caused by hardware manufacturers or distributors.
- b) The Client agrees to address any direct warranty claims primarily with the manufacturer or distributor, with Infoways' facilitation being a secondary service.

13. Security, Incidents, and Notifications

13.1 Definition of Security Incident

- a) A "Security Incident" means any event that:
 - I. Compromises, or has the potential to compromise, the confidentiality, integrity, or availability of the Client's systems, data, or networks;
 - II. Involves unauthorised access, malware, ransomware, or data breach; or
 - III. Violates any applicable security policy, law, or regulatory requirement.
- b) Security Incidents may be identified by Infoways or reported by the Client.

13.2 Infoways' Response and Notification Commitments

- a) Infoways will investigate and respond to Security Incidents in accordance with the Service Request priority and response times outlined in Appendix A in your MSA.
- b) Infoways will provide timely notification to the Client of any confirmed Security Incident, including:
 - I. Description of the incident;
 - II. Systems or data affected;
 - III. Initial mitigation steps; and
 - IV. Recommended actions for the Client.
- c) Infoways' response may include technical remediation, guidance, or coordination with third-party vendors, but is limited to the scope of services agreed under this Agreement.

13.3 Client Obligations

- a) The Client must promptly notify Infoways of any suspected or actual Security Incident that may affect the Client's systems, data, or network.
- b) The Client agrees to provide:
 - I. Access and cooperation to Infoways personnel to investigate the incident;

- II. Relevant logs, evidence, or system information as requested; and
 - III. Timely updates regarding any actions taken by internal staff or third-party vendors.
- c) Failure to comply may affect Infoways' ability to remediate the incident and may limit the applicability of any SLA commitments.

13.4 Logging and Evidence Preservation

- a) Infoways will maintain records of Security Incidents, including communications, remediation actions, and evidence collected during investigations.
- b) The Client must preserve relevant logs and evidence until the incident is fully resolved, to enable:
 - I. Forensic analysis;
 - II. Compliance with regulatory or contractual obligations; and
 - III. Any subsequent claims or reporting obligations.
- c) Infoways retains the right to share necessary incident information with regulators or vendors only as required to investigate or remediate the incident, subject to confidentiality obligations in this Agreement.

13.5 Limitation of Liability with Security Incidents

- a) Infoways' liability in connection with Security Incidents is limited as set out in Section 9 (Limitation of Liability).
- b) Infoways is not liable for any Security Incident caused by:
 - I. The Client's failure to comply with obligations under this section;
 - II. Third-party vendors or software outside Infoways' direct control; or
 - III. Unforeseeable, malicious acts beyond Infoways' reasonable control.

14. Subcontracting and Assignment

14.1 Subcontracting by Infoways

- a) Infoways may engage subcontractors, agents, or third-party service providers to perform any of its obligations under this Agreement.
- b) Infoways remains fully responsible for the acts, omissions, or defaults of its subcontractors as if they were performed by Infoways directly.
- c) Any subcontracting will be carried out in compliance with applicable laws, and subcontractors will be required to adhere to the same confidentiality, security, and data protection obligations as Infoways.

14.2 Assignment by Client

- a) The Client may not assign, transfer, or otherwise dispose of any of its rights or obligations under this Agreement without the prior written consent of Infoways, which shall not be unreasonably withheld.

14.3 Assignment by Infoways

- a) Infoways may assign, novate, or transfer its rights or obligations under this Agreement to an affiliate, successor, or purchaser of its business, provided that such assignment does not materially reduce the Client's rights under this Agreement.

15. Warranties and Disclaimers

15.1 Standard Professional Services Warranties

- a) Infoways warrants that:
 - I. Services will be provided with reasonable skill, care, and diligence in accordance with generally accepted professional standards for MSSP, GRC, Software Reseller and CSP services;
 - II. Any reports, assessments, or deliverables will be prepared based on accurate information provided by the Client; and
 - III. Infoways personnel are appropriately qualified, trained, and experienced to perform the Services under this Agreement.
- b) These warranties are the exclusive warranties provided by Infoways, and all other warranties are excluded to the maximum extent permitted by law.

15.2 Exclusions and Disclaimers

- a) Infoways does not warrant or guarantee:
 - I. That Services will be uninterrupted, error-free, or entirely secure;
 - II. That all security vulnerabilities, malware, or external threats can be completely prevented or eliminated;
 - III. The performance, reliability, or functionality of third-party products, software, or services, including CSP services, hardware, or GRC frameworks;
 - IV. That recommendations or guidance provided will result in any specific regulatory or compliance outcome.
- b) Any reliance on third-party services or deliverables is at the Client's own risk, subject to Section 11 (Third-Party Products and Services) and Section 12 (Hardware Procurement and Warranty Facilitation).

15.3 Security Risk Acknowledgment

The Client acknowledges that:

- a) No technical, administrative, or procedural measures can completely eliminate security risks;
- b) Infoways can reduce risk and provide monitoring, controls, and guidance, but the Client retains responsibility for implementing appropriate internal controls and responding to security events;
- c) Security incidents, breaches, or cyber threats may occur despite Infoways' reasonable efforts, and such events are not a breach of this Agreement if Infoways has acted in accordance with the agreed services.

15.4 General Principles

- a) These disclaimers and limitations are intended to clarify expectations and allocate risk fairly between Infoways and the Client.
- b) Nothing in this section excludes or limits statutory guarantees or obligations under New Zealand law that cannot be excluded, including those under the Consumer Guarantees Act 1993 if applicable.

16. Termination

16.1 Termination at End of Term (Non-Renewal)

- a) Either party may terminate this Agreement effective at the end of the Initial Term or any Renewal Term by providing written notice within the timeframe specified in Section 4 (Term and Renewal).
- b) All invoices, fees, and approved charges remain payable up to the effective date of termination.

16.2 Termination for Convenience

- a) **Client Termination:**
The Client may terminate this Agreement for convenience by providing at least 90 days' written notice to Infoways, subject to:
 - I. Payment of all outstanding fees up to the termination date; and
 - II. Payment of any remaining fees due under an agreed Commitment Term (as a genuine pre-estimate of loss).
- b) **Infoways Termination:**
Infoways may terminate this Agreement for convenience by providing at least 90 days' written notice to the Client, provided Infoways:
 - I. Completes Services already in progress (unless otherwise agreed); or

- II. Makes reasonable efforts to assist in transitioning Services to an alternative provider.

16.3 Early Termination for Cause

- a) Either party may terminate this Agreement by written notice if the other party:
 - I. Commits a material breach of this Agreement and fails to remedy within 30 days (or 15 Business Days where required by law or urgency) of receiving written notice;
 - II. Becomes insolvent, bankrupt, enters administration, liquidation, or receivership;
 - III. Engages in fraudulent, unlawful, unethical, or grossly negligent conduct in connection with this Agreement; or
 - IV. Creates a situation where continued engagement poses unacceptable security, legal, or compliance risk (as reasonably determined by Infoways).
- b) Termination under this clause does not affect any rights, remedies, or payment obligations accrued prior to termination.

16.4 Consequences of Early Termination by Client (Without Cause)

- a) If the Client terminates the Agreement early without cause, all remaining fees for the balance of the Term become immediately due and payable, as a genuine pre-estimate of Infoways' loss, reflecting:
 - I. Resources, personnel, and infrastructure already committed;
 - II. Revenue forecast and opportunity cost; and
 - III. Vendor and licensing commitments undertaken on behalf of the Client.

16.5 Effect of Termination

Upon termination or expiry (for any reason):

- a) Infoways will:
 - I. Immediately cease provision of Services (unless otherwise agreed);
 - II. Return or securely delete Client data, configurations, credentials, or materials upon request, subject to legal retention requirements;
 - III. Transfer, cancel, or assist in transferring any cloud subscriptions, licences, or third-party services in accordance with vendor policies.
- b) The Client must:
 - I. Pay all outstanding fees and valid charges up to the termination date;
 - II. Return or destroy any Infoways property, IP, or confidential information, except where ongoing licence rights exist under Section 10;
 - III. Provide reasonable cooperation for service transition, including access to relevant systems and personnel.
- c) Where requested by the Client, Infoways will assist in transitioning Services to the Client or a new provider on a time-and-materials basis at Infoways' standard rates.

16.6 Survival of Key Clauses

The following provisions survive termination or expiry of this Agreement, along with any clause which by its nature is intended to survive:

- a) Section 8: Confidentiality, Privacy, and Data Protection
- b) Section 9: Liability, Indemnity, and Allocation of Risk
- c) Section 10: Intellectual Property
- d) Section 11: Third-Party Products and Services
- e) Section 13: Security, Incidents, and Notifications
- f) Section 14: Subcontracting and Assignment
- g) Section 15: Warranties and Disclaimers
- h) Section 17: Dispute Resolution
- i) Section 18: Audit Rights and Compliance
- j) Section 22: Governing Law/Jurisdiction
- k) Any accrued payment obligations or indemnity responsibilities

16.7 General Termination Principles

- a) Termination does not limit any other rights or remedies available at law or under this Agreement.
- b) All termination notices must be in writing and delivered to the nominated contacts specified in Section 20 (Notices).
- c) Termination does not affect the validity of any provisions expressly or by implication intended to continue despite termination.

17. Dispute Resolution

17.1 Good-Faith Negotiation

- a) The parties agree to attempt in good faith to resolve any dispute, controversy, or claim arising out of or in connection with this Agreement (“Dispute”) promptly through direct negotiation between their respective Primary Contacts.
- b) During this period, the parties must continue to perform their obligations under this Agreement, unless the Dispute makes performance impossible.

17.2 Escalation Path

- a) If the Dispute cannot be resolved at the Primary Contact level within 10 Business Days, it must be escalated through the following internal escalation path, aligned with your MSA
- b) Each escalation stage must allow 5 Business Days for response and discussion before further escalation.

17.3 Mediation

- a) If the Dispute remains unresolved after good-faith negotiation and escalation, the parties agree to mediate the Dispute in New Zealand through a qualified mediator, such as via the Resolution Institute New Zealand for example.

- b) The mediation process will be confidential, non-binding, and each party will bear its own costs, unless otherwise agreed.

17.4 Jurisdiction

- a) This Agreement is governed by and construed in accordance with the laws of New Zealand.
- b) The parties submit to the exclusive jurisdiction of the courts of Wellington, New Zealand for any proceedings that cannot be resolved by negotiation or mediation.

18. Audit Rights and Compliance

18.1 Right to Audit

- a) Infoways and/or its authorised representatives may, upon reasonable notice and during normal business hours, audit the Client's relevant systems, processes, or records to verify:
 - I. Compliance with this Agreement, including Client obligations under Sections 11 (Third-Party Products and Services), 12 (Hardware Procurement), 13 (Security), and 14 (Subcontracting/Assignment);
 - II. Accurate reporting, payment, and usage of services; and
 - III. Adherence to applicable laws, regulations, or security standards relevant to the Services provided.
- b) The Client agrees to provide reasonable access, cooperation, and relevant documentation to facilitate such audits.

18.2 Third-Party Audits

- a) Where required for regulatory, contractual, or security reasons, Infoways may engage independent third-party auditors to conduct audits of its systems or services.
- b) Audit findings that involve Client data or operations will be treated as confidential under Section 8 (Confidentiality, Privacy, and Data Protection).

18.3 Audit Costs

- a) Audits initiated by Infoways for its own compliance purposes shall be at Infoways' cost.
- b) Audits requested by the Client or a regulatory body, where no non-compliance is found, may be charged to the Client at Infoways' standard rates.

18.4 Remediation and Corrective Actions

- a) If an audit identifies non-compliance or security issues, the parties will cooperate in good faith to remediate or resolve the findings promptly.
- b) Remediation may include changes to processes, policies, or service configurations, subject to mutual agreement and standard rates where applicable.

19. Force Majeure

19.1 Definition and Scope

- a) A Force Majeure Event means any event or circumstance beyond the reasonable control of a party, including but not limited to:
 - I. Natural disasters (earthquakes, floods, storms, fire);
 - II. Acts of war, terrorism, or civil unrest;
 - III. Governmental or regulatory actions or restrictions;
 - IV. Epidemics, pandemics, or public health emergencies;
 - V. Failures or interruptions of third-party services or utilities that cannot reasonably be avoided;
 - VI. Labour disputes or industrial action.
- b) A Force Majeure Event does not include events caused by a party's negligence, financial incapacity, or failure to perform contractual obligations.

19.2 Notification Obligations

- a) A party affected by a Force Majeure Event must:
 - I. Notify the other party in writing as soon as reasonably practicable, providing details of the event, expected duration, and potential impact on obligations; and
 - II. Use all reasonable efforts to mitigate the impact of the Force Majeure Event on performance.

19.3 Suspension of Performance

- a) During the Force Majeure Event, the affected party's obligations under this Agreement are suspended to the extent and for the duration that performance is prevented by the event.
- b) The suspension of performance does not relieve the affected party from obligations that can reasonably continue, including payment obligations for Services already delivered.
- c) If the Force Majeure Event continues for more than 60 days, either party may terminate the Agreement by providing written notice, without liability for breach, subject to Section 16 (Termination).

20. Notices

20.1 Accepted Methods

- a) All notices, communications, or formal requests under this Agreement ("Notice") must be sent by one of the following methods:
 - I. Email to the designated contact addresses specified within your MSA

- II. Registered or prepaid post to the physical addresses specified below; or
- III. Any other method agreed in writing by both parties.

20.2 Contact Addresses

- a) For notices to Infoways:
 - I. Email: **admin@infoways.co.nz**
 - II. Physical Address: **38 Kakariki Grove, Waikanae, 5036 , New Zealand**
 - III. Attention: <Insert Contact Name / Role>
- b) For notices to the Client:
 - I. Email: <Insert Client Email Address>
 - II. Physical Address: <Insert Client Address>
 - III. Attention: <Insert Contact Name / Role>
- c) Either party may update its contact details by providing written notice to the other party.

20.3 Deemed Receipt

- a) A Notice is deemed received:
 - I. On the day of delivery, if delivered in person;
 - II. On the next Business Day, if sent by email to the correct address during business hours;
 - III. Three Business Days after posting, if sent by registered or prepaid post within New Zealand;
 - IV. Seven Business Days after posting, if sent by registered or prepaid post internationally.
- b) If delivery occurs outside normal business hours or on a non-Business Day, the Notice is deemed received on the next Business Day.

21. Entire Agreement and Precedence

21.1 Entire Agreement

- a) This Agreement, together with:
 - I. The Master Services Agreement (MSA);
 - II. The General Terms and Conditions (GTC); and
 - III. Any Service Schedules, Appendices, Proposals, or Rate Schedules incorporated by reference, constitutes the entire agreement between the parties in relation to

the subject matter and supersedes all prior agreements, understandings, or communications, whether written or oral.

- b) The Client acknowledges that it has not relied on any representation or statement outside of this Agreement, except as expressly stated herein.

21.2 Order of Precedence

- a) In the event of any conflict or inconsistency between the documents forming this Agreement, the following order of precedence applies (highest to lowest):
 - I. The signed Master Services Agreement (MSA);
 - II. The specific Service Proposal or Schedule (including any mutually agreed amendments);
 - III. These General Terms and Conditions (GTC);
 - IV. Appendices, Rate Schedules, and supporting documentation.

21.3 Severability

- a) If any provision of this Agreement is found to be invalid, illegal, or unenforceable under applicable law:
 - I. That provision will be severed, and the remainder of the Agreement will remain in full force and effect.
 - II. The parties will negotiate in good faith to replace the invalid provision with a valid provision that achieves, as closely as possible, the intended commercial effect.

21.4 Waiver

- a) A failure or delay by either party to enforce any right or provision of this Agreement does not constitute a waiver of that right or provision.
- b) Any waiver must be expressly provided in writing and signed by an authorised representative of the waiving party.
- c) No single or partial exercise of any right under this Agreement precludes further or full exercise of that right in the future.

22. Governing Law and Jurisdiction

22.1 Governing Law

- a) These Terms and any dispute, claim, or matter arising out of or in connection with them are governed by and construed in accordance with the laws of New Zealand.

22.2 Jurisdiction

- a) The parties submit to the non-exclusive jurisdiction of the courts of New Zealand in respect of any dispute arising under or in connection with this Agreement.

23. Version Control and Publication

23.1 Version Number and Effective Date

- a) These General Terms and Conditions (GTC) are maintained under a version control system.
- b) Each version will be assigned a version number and an effective date, which will be clearly indicated at the start of the document.
- c) The effective version at the time the Client signs the MSA will govern the relationship, unless otherwise agreed in writing.

23.2 Public Availability

- a) The latest version of these Terms is publicly available at www.infoways.co.nz/terms
- b) By entering into the MSA or continuing to use Infoways' Services, the Client acknowledges and agrees to the most current version of these Terms as published at that URL, unless a different version is explicitly agreed in writing.

23.3 Amendments

- a) Infoways may update or amend these Terms from time to time to reflect changes in services, regulatory requirements, or industry standards.
- b) Any amendments will be effective from the date of publication unless a different date is specified.
- c) The Client's continued use of Infoways' Services after publication constitutes acceptance of the updated Terms.

----- END OF DOCUMENT -----