



## Terms of Use

These are the terms of use for [www.seequent.com](http://www.seequent.com), [www.leapfrog3d.com](http://www.leapfrog3d.com) (including [my.leapfrog3d.com](http://my.leapfrog3d.com)), [www.implicit-modelling.com](http://www.implicit-modelling.com) and [www.blockbustersuite.com](http://www.blockbustersuite.com) (the Websites) brought to you by ARANZ Geo Limited t/a Seequent and its group companies. These Terms are designed to ensure that you enjoy a positive experience when using the Websites and understand your rights and restrictions.

**They should be read in conjunction with the appropriate End User Licence Agreement if you are downloading software online.**

Please familiarise yourself with these Terms and observe them at all times. Your access and use of the Websites (including access and use of all Material made available on and through them, and any Material you Post on them) is your agreement to be bound by these Terms. If you do not accept these Terms, please stop using the Websites and their associated services.

Additional terms may apply to specific goods and services which are available through the Websites for example when downloading software or if we run a promotion. If any such terms apply, you must read those carefully and together with these Terms. If there are any inconsistencies between those terms and these Terms, then those other terms will prevail.

## Overview

To help you understand these Terms, here is a summary:

- a. These Terms apply when you use the Websites, including when you Post Material on the Websites (for example in a forum) and download software from the Websites.
- b. You cannot use the Websites or Post any Material on the Websites in a manner that infringes these Terms.
- c. You agree to use the Websites in a manner that complies with all applicable laws and regulations, relating to such use, and to keep your password secure (if you have one as part of your use of the Websites).
- d. Our Privacy Policy forms part of these Terms. By using the Websites, you agree to the terms set out in our Privacy Policy (see clause 23 for more information).
- e. We contract out of the CGA and FTA in relation to business customers to the extent permitted by law (see clauses 24 and 25 for more information).
- f. We may change or amend the Terms at any time by putting them on our Websites (see clause 30 for more information).

## DEFINITIONS

1. Defined terms in these Terms are as follows:
  1. "CGA" - Consumer Guarantees Act 1993.

2. "Copy" (verb) - copy, reproduce, reverse engineer, modify, adapt, create a derivative work, redistribute, re-Post. "Copy" (noun), "Copies" and "Copying" have corresponding meanings.
3. "FTA" - Fair Trading Act 1986.
4. "Material" - messages, files, data, software, images, photographs, code and other such materials.
5. "Post" - post, display or publish.
6. "Privacy Policy" - our privacy policy as set out on the Websites and updated from time to time.
7. "Products" – any software applications or related products developed or produced by us from time to time including, without limitation, any products released to customers in a beta state or otherwise for the purposes of gathering user feedback prior to commercial release.
8. "Services" – any services delivered by us from time to time including, without limitation, training, consultancy, project support or software installation or hosting.
9. "Terms" - these terms of use for the Websites, including our Privacy Policy, as amended from time to time.
10. "Virus" - any program code or programming instructions, or any thing or device, which may damage, interfere with, impair or otherwise adversely affect the operation of the Websites (or anything provided by us on and/or through the Websites), prevent or hinder access to any program or data; or enable unauthorised access to any program or data; impair or disrupt the operation of any program or the reliability of any data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise), including malicious code, trojan horses, worms, spyware, malware, computer viruses, logic bombs, backdoors, disabling code and other similar things. "Viruses" has a corresponding meaning.
11. "we" - ARANZ Geo Limited t/a Seequent and our subsidiary or related companies. "us" and "our" and "Seequent" have corresponding meanings.
12. "Websites" – has the meaning given at the beginning of these Terms
13. "you" - the person accessing or using the Websites, Products or Services. "you", "your" and "yourself" have corresponding meaning.

## **ACCESSING THIS WEBSITE**

### **Accessing the Websites and Website content**

2. The Websites (including Materials created by us, and any other content and documents made available on or through the Websites) are provided on an "as is" and "as available" basis.
3. We reserve the right to withdraw the Websites (or any part of them) at any time. We do not guarantee that your use of the Websites will be uninterrupted or error free, that defects will be corrected, that the Websites are free of any Virus or that the Websites will be available to you at all times.
4. We use reasonable efforts to include accurate, complete and up-to-date information on the Websites. We do not, however, make any warranties (either express or implied) or representations as to the Websites' accuracy, timeliness, completeness, merchantability,

fitness for a particular purpose (unless expressly stated otherwise) or non-infringement. We will periodically add, change, improve, or update the information and documents on the Websites without notice. You agree to check the Websites from time to time for such additions, changes, improvements or updates.

5. You agree to access and use the Websites (including the information contained on the Websites) in a manner that complies with all applicable laws and regulations and in a manner that does not infringe the rights of anyone else or restrict or inhibit their use and enjoyment of the Websites (including as expressly described in these Terms).
6. In particular, you agree not to:
  1. damage or harm the Websites, or any underlying or connected network or system;
  2. introduce any content or Virus to the Websites which is harmful;
  3. upload or Post any content which infringes these Terms.
  4. amend, vary or alter any information or content on the Websites (other than your own information);
  5. use the Websites to transmit any spam, chain letters, pyramid schemes, hoaxes or other similar unsolicited communications of any kind; or
  6. use any Virus, software programme, algorithm, methodology or other automatic device, including any spider, robot, scraper, or otherwise, to Copy, overwrite, monitor, collect or harvest any data, information or content found on the Websites, or use any manual process for the same purpose.

### **Links to third party websites**

7. Hyperlinks to third party websites will take you outside the Websites. The hyperlinked websites are not under our control and we are not responsible for the content of any hyperlinked website or any hyperlink contained in a hyperlinked website, or any changes or updates to such websites. We provide these hyperlinks to you only as a convenience and do not give any representations as to the content on those websites. The inclusion of any hyperlink does not imply endorsement by us of that third party website. We are not responsible for, and do not monitor, the information and content on that website. If you choose to hyperlink to that website or access it, you do so at your own risk.

You agree that we will not be held liable for any losses that you suffer as a result of accessing that third party website including, but not limited to, your device (which is used to access that website) becoming infected with any Virus.

### **USE OF THIS WEBSITE**

#### **Software downloads**

8. Any software downloaded from the Websites, whether paid for or otherwise, is governed by these Terms and the terms of the applicable terms of use, licence terms or documentation, which accompanies or is included with the software or is specified on the Websites or in these Terms. For your information, the terms of use for software available to download through the websites is included at the end of these Terms. Without limitation to any other applicable terms, you agree to indemnify us for any loss



we suffer as a result of any Copying of the software by you which is prohibited under these Terms or at law including, but not limited to, under the Copyright Act 1994.

### **Registering an account**

9. To access certain features of the Websites you will need to register an account and set up a password. To do this, please [click here](#) and follow the instructions set out.

### **Passwords and security**

10. When registering an account (in accordance with the above) you will be required to set a password.
11. It is your responsibility to ensure that your password is at all times kept secure and confidential and not disclosed to any third parties. You agree:
  1. you will not use a password that is easily guessed or relates to your easily identifiable personal information. This includes passwords that are comprised of birth dates, telephone numbers and sequential numbers. You also agree not to use anyone else's account to access the Websites and to take all reasonable steps to prevent someone misusing or gaining unauthorised access to your computer system or to any codes or passwords you have to access the Websites;
  2. to regularly scan and remove any Viruses and otherwise ensure your computer system and data are free of such Viruses;
  3. that we will not be held responsible or liable for any losses that you suffer as a result of your password being disclosed to, or accessed by, a third party through no fault of our own;
  4. to indemnify us for any losses that we suffer, through no fault of our own, as a result of your failure to keep your password confidential (including your password to any email account you use to register an account as set out above); and
  5. not to use anyone else's account to access the Websites.
12. You acknowledge that information (including personal information) transmitted over the internet is inherently insecure and is susceptible to loss, interception or alteration while in transit. We have physical, electronic and managerial processes in place to protect the information we collect via the Websites. Please see our Privacy Policy for further information.

### **Posting and sharing content on the Websites**

13. You confirm that you have all rights, authorisations and permissions to Post any Material (including Copied Material) on the Websites. You agree to indemnify us for any losses that we suffer as a result of your failure to obtain any such authorisation or permissions, including if we utilise that Material in accordance with the Terms, in reliance on your confirmation and on the basis of the undertakings given by you.
14. By Posting Material on the Websites you agree:
  1. to grant us a perpetual, irrevocable, royalty-free, unrestricted, sub-licensable, worldwide licence to use the Material in any manner we see fit. For the

avoidance of doubt, only we may allow others to do the same without notifying you.

2. not to bring any claim or action against us in respect of any such use by us, in accordance with these Terms, of Material Posted by you, whether under or in relation to these Terms, or under statute, common law or equity. For the avoidance of doubt, this includes (but is not limited to) claims against us where such claim turns on any matters which are unknown to you at the time of Posting the Material (for example, a claim from a third party).
  3. any feedback, ideas, or suggestions submitted by you, may be used by us without any obligation to compensate you for them.
  4. not to Post the Material anywhere else in any other forum (online or otherwise) once it has been Posted on the Websites, unless you have received written permission from us.
15. You agree not to Post any inappropriate Material (for example, Material which is incorrect, defamatory, obscene, offensive, breaches any law or individual's rights, promotes our competitors' products or otherwise reflects adversely on us). We reserve the right to determine whether any Material is inappropriate in our absolute discretion. You also agree that we may take down any Material at any time without notice. You agree not to challenge any such determination by us.

### **Purchasing through the Websites**

16. You may be permitted to purchase licences to use certain software through the Websites. Such transactions and licences will be subject to the terms of use of the software along with the payment requirements and licence entitlements specified on the Website and during the purchase process. We make no guarantee that the facility to purchase licences will remain available on the Websites and such facility is subject to clause 3 of these Terms.
17. We may restrict the countries from which customers can purchase software through the Websites. If you purchase software from a restricted country by circumventing these restrictions your licence will become invalid and you will not be permitted access to support for the software. At our discretion we may block you from the Websites or terminate your account.

### **Termination of your account**

18. Termination of your account will not affect any of our rights under clause 14 or any other clause which by its nature survives termination of your account.
19. You acknowledge that we may cease offering access to any part of the Websites at any time without notice.

### **OUR INTELLECTUAL PROPERTY**

20. We own or have rights to all intellectual property, copyright and proprietary information in respect of the Websites which includes, but is not limited to, everything that you hear, read, download or access on or via the Websites (including Materials prepared and or

created by us, or which we have rights to as noted above). You are not permitted to do anything which breaches these intellectual property right.

21. Without limiting the foregoing, unless we give you written permission, you may not Copy any aspect of the Websites. If we give you such permission, we may withdraw our permission at any time. Where we remove such permission, you must immediately withdraw any such Copies, and cease Copying the Websites (as applicable).
22. You may create a hyperlink to the Websites from another website owned or used by you. However, in doing so you must not suggest an association between the Websites and/or us and you, or give the impression that the Websites, and/or we, endorse that website or any content appearing on that website. Where you create a hyperlink to the Websites you are responsible for all direct and indirect consequences of that hyperlink. We may remove our permission for you to hyperlink to the Websites. Where this occurs, you agree to remove the hyperlink immediately without question. You agree to indemnify us for all loss that we (including any of our directors, employees, officers, affiliates, agents or suppliers) suffer as a result of your hyperlinking to the Websites in circumstances where you have breached these Terms.
23. It is prohibited to sell or Copy information obtained from us or from this Websites for commercial use.

## **PRIVACY**

24. We value your privacy and are committed to ensuring your privacy is protected. Please review our Privacy Policy which forms part of these Terms.

## **OTHER MATTERS**

### **Consumer Guarantees Act and Fair Trading Act**

25. You agree that, to the extent that you are in trade and you acquire products or services from us in trade, the CGA does not apply to these Terms, provided it is fair and reasonable that you are bound by this paragraph. In all other cases, if the CGA applies to these Terms, nothing in these Terms limits your rights, and our obligations, under the CGA. If the CGA applies, our liability is limited to the maximum extent permissible under the CGA.
26. You also agree that, to the extent you are in trade and you acquire Products or Services from us in trade, you acknowledge that you do not rely on any representations or conduct other than those set out in these Terms. You also acknowledge that no claims may be brought by you under sections 9, 12A, 13 or 14(1) of the FTA to the extent those sections are applicable and provided it is fair and reasonable that you are bound by this paragraph.

## **Liability**

27. To the extent permitted by law, we (including any of our directors, employees, officers, affiliates, agents or suppliers) will not be liable to you and/or any third party for any loss or damage (including, but not limited to, direct, indirect, incidental, special, punitive, consequential, lost profits, lost revenues, or similar economic loss, whether in contract,

tort or otherwise) that you suffer in connection with the following (even if we are advised by you of such possibility of such loss arising):

1. the temporary or permanent non-availability of all or part of the Websites, or any hyperlinked website;
  2. your use of the Websites (including downloading software, Posting Material and accessing resources) or of any hyperlinked website, or your use of, or reliance on, content contained on or accessed through the Websites or any hyperlinked website;
  3. your use of, or reliance on, documentation or data generated by or accessed through the Websites; or
  4. the loss, interception or alteration of any of your information transmitted over the internet (including any Material).
28. We also exclude any condition or warranty that could be implied into these Terms (but only to the extent that this is allowed by law).
29. In the event we are liable to you as a result of an event caused by us (as outlined above and subject to our obligations under the CGA), our maximum liability to you will be capped at NZD5,000.

### **Governing law**

30. These Terms are governed by and construed in accordance with the laws of New Zealand. You agree to submit to the non-exclusive jurisdiction of the New Zealand Courts in the event of any dispute or disagreement.

### **Miscellaneous**

31. We reserve the right to vary, add or remove any part of these Terms at any time. Once published on the Websites the new amended Terms will become effective. You are responsible for checking the Terms. Please regularly review the Terms as they may change over time. Should any change be unacceptable to you, please stop using and accessing the Websites.
32. In order for you to use certain aspects of the Websites, it may be necessary for us to download configuration or other software to the device from which you are accessing the Websites. This may happen automatically when you carry out a certain action on the Websites.
33. "Seequent", "Leapfrog", "Earth Insights" and "Flow Insights" are registered trade marks of Seequent.

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- BY DOWNLOADING OR INSTALLING THE SOFTWARE OR ACCEPTING THESE TERMS BELOW YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU AND/OR YOUR EMPLOYEES, CONTRACTORS OR REPRESENTATIVES. THE TERMS OF THIS LICENCE IN PARTICULAR INCLUDE LIMITATIONS OF LIABILITY IN CLAUSES 14 TO 16.
- IF YOU DO NOT AGREE TO THESE TERMS WE WILL NOT LICENCE THE SOFTWARE AND DOCUMENTS TO YOU. PLEASE DISCONTINUE THE DOWNLOAD OR INSTALLATION OF THE SOFTWARE BY CLICKING THE 'CANCEL' BUTTON BELOW AND/OR DISCONTINUE ANY USE OF THE SOFTWARE AND DOCUMENTS.

This licence agreement (Licence) is a legal agreement between you (Licensee or you) and AGL (as defined in clause 26 below and also referred to as Licensor, us or we) for:

- beta or commercial release versions of computer software developed or distributed by us (including, without limitation, LEAPFROG® products, BLOCKBUSTER® products, modules such as Hydrogeology , Maptek Link, iOGasLink, and other products released from time to time by us) and any associated media (Software), and
- the release notes made available at the time of download or release of the Software and available via our websites or otherwise as provided to you (Documents).

We licence use of the Software and Documents to you on the basis of this Licence. The granting of this licence does not transfer ownership of the Software or Documents to you, which will always remain with AGL.

1. Licence: Subject to all applicable terms, AGL grants you a non-exclusive, non-sub-licensable and non-transferable licence to use the Software and Documents in accordance with this Licence and all applicable technology control or export laws or regulations.
2. Scope of Licence: You may:
  1. download, install and use the Software on a computer provided by you for your internal business purposes in accordance with the licensing permissions applicable to you;
  2. receive and use any free supplementary software code or update of the Software incorporating “patches” and corrections of errors as may be provided by us from time to time; and
  3. use any Documents in support of the use permitted under this condition 2 and make one copy of the Documents as reasonably necessary for its lawful use.
3. Restrictions on Use: You must not:
  1. translate, adapt or modify the Software or, if applicable, any dongle issued to you by us for licensing purposes (**Dongle**), or do anything to circumvent the operation of the Software or a Dongle, or combine or integrate the Software or a Dongle with any other product;
  2. separate any component part of the Software or a Dongle for use on more than one computer;



3. lend, rent, lease, transfer, assign or otherwise deal in the Software, Documents or a Dongle or your rights under this Licence without the prior written consent of AGL;
  4. make alterations to, or modifications of, the whole or any part of the Software, nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs; or
  5. disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such thing except to the extent expressly permitted by law.
4. Support: Except where you have a perpetual licence or a licence to use a beta version of the Software, your licence includes the right to receive support services and updates in accordance with the policies and processes published on our website from time to time. If you have a perpetual licence, the receipt of support and updates is subject to the payment of the necessary support fee.
5. Intellectual Property Rights: You acknowledge that the intellectual property rights in the Software and the Documents are vested in AGL and that you have no rights in or to the Software or Documents other than the right to use them in accordance with the terms of this Licence. You must maintain all intellectual property notices appearing on the Software, Documents or a Dongle and must not remove the same. You must notify AGL immediately in writing if you know of any circumstances that suggest that any person may have unauthorised knowledge, possession or use of the Software, Documents or a Dongle. You acknowledge that you have no right to access the Software in source code form.
6. Confidentiality: From time to time, one of us (Disclosing Party) may disclose Confidential Information to the other (Receiving Party). The Receiving Party must at all times, ensure the confidentiality of the Confidential Information and ensure that its officers, employees and agents do not disclose, communicate, copy or reveal for any purpose whatsoever the Confidential Information except as permitted under this Licence. If you have a licence to use Maptek Link you expressly permit AGL to disclose your name to Maptek Pty Ltd along with the identity of any additional end users (to the extent known) and the date on which the licence was issued. For the purposes of this clause, Confidential Information includes the Software, Documents, any Dongle(s), information relating to the customer account and any other information provided by Disclosing Party to Receiving Party as confidential, or which from its nature and content is, or would reasonably be expected to be, confidential. The obligations under this clause will survive termination of this Licence.
7. Performance warranty: With respect to commercial release versions of the Software and excluding beta versions of the Software, we warrant that:
  1. the Software will, when properly used and on an operating system for which it was designed, perform substantially in accordance with the functions described in the Documents; and
  2. that the Documents correctly describe the operation of the Software in all material respects, for a period of 90 days from the date of installation of the Software (Warranty Period). Subject to the foregoing, the Software is licensed and any Dongle (if applicable) is provided to you “as is” and all representations or warranties (statutory, express or implied except any which may not lawfully be

- excluded) are expressly excluded, including any implied warranties of merchantability and fitness for a particular purpose.
8. If, within the Warranty Period, you notify us in writing of any defect or fault in the Software as a result of which it fails to perform substantially in accordance with the Documents, we will, at our sole option, either repair and replace the Software provided that you make available all the information that may be necessary to help us to remedy the defect or fault, including sufficient information to enable us to recreate the defect or fault.
  9. The warranty does not apply if the defect or fault in the Software results from you having:
    1. altered or modified the Software; or
    2. used the Software in breach of the terms of this Licence.
  10. With respect to beta versions of the Software you acknowledge that the Software is provided on an as is basis without any warranty of any kind.
  11. IP Warranty: AGL warrants that to the best of its knowledge the Software does not infringe any valid patents, trademarks, copyrights or trade secrets owned by a third party.
  12. IP Infringement: You will promptly provide AGL written notice if you have knowledge of a claim or the likelihood of a claim by a third party that the Software infringes that third party's intellectual property rights. If the Software becomes or, in AGL's opinion, is likely to become the subject of any injunction preventing its use as contemplated herein, AGL may in relation to commercial release version of the Software, at its option:
    1. obtain for you the right to continue using the Software; or
    2. replace or modify such Software so that it becomes non-infringing without substantially compromising its principal functions.
  13. If neither 12(a) nor 12(b) are reasonably available to AGL or the claim relates to a beta version of the Software, then we may terminate this Licence upon written notice to you. Upon return of the Software or written confirmation that it has been uninstalled we will refund to you:
    1. in the case of a licence for a fixed term, a prorated portion of the licence fee paid by you for the then current term (based on the portion of the then current term that would have occurred after the date of termination); or
    2. in the case of a licence for a perpetual term, an amount calculated as the sum of (X) a prorated portion of the Support Fees paid by you for the then current support period (based on the portion of the such support period that would have occurred after the date of termination), plus (Y) the licence fees specified paid by you for your licence amortized on a straight-line basis over a 3 year period from delivery (for clarity, in the case of termination of the licence for a Perpetual Term at the end of the second year, (Y) would equal 1/3 of the original licence fees, and in the case of such termination after the end of the third year, (Y) would equal zero).
  14. Limitation of liability: You acknowledge that the Software operates in a predictive manner relative to input of which AGL has no control over the collection, use or interpretation, and you agree to accept the entire risk as to the use and the results of the use of the Software in the terms of correctness, accuracy, reliability and performance. Furthermore, you acknowledge that the Software has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and

functions of the Software as described in the Documents meet your requirements. AGL will not be liable to you under the law of tort, contract or otherwise for any:

1. indirect or consequential loss or damage,
  2. loss of profits, sales, business or revenue;
  3. business interruption;
  4. loss of anticipated savings;
  5. loss or corruption of data or information; or
  6. loss of business opportunity, goodwill or reputation.
15. Subject to clause 16, our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise shall be limited to the total amount paid or payable by you for the Software in the 12 months prior to the event giving rise to the liability.
16. Nothing in this Licence shall limit any liability that cannot be excluded or limited by New Zealand law.
17. Default and Termination: AGL may terminate this Licence immediately by notice in writing to you if you breach a material term of this Licence or commit any persistent breach of your obligations under this Licence and fail to remedy the breach within 15 days after notice from AGL requiring the breach to be remedied. For the avoidance of doubt, material provisions of this Licence include any which relate to what you can or cannot do with respect to the Software and any provisions related to intellectual property rights or confidentiality.
18. Immediately upon termination of this Licence:
1. all rights granted to you under this Licence shall cease;
  2. you must cease all activities authorised by this Licence;
  3. you must pay to us any sums due to us under this Licence; and
  4. you must immediately delete or remove the Software from all computer equipment in your possession and immediately destroy or return to us (at our option) all copies of the Software and Documents and any Dongles that you have in your possession, custody or control and, in the case of destruction, certify to us that you have done it.
19. Audit: Upon reasonable advance written notice, AGL shall have the right to have an independent auditor (reasonably acceptable to you) verify your compliance with this Licence. You shall make your systems and all applicable books and records available for such inspection during normal business hours at your principal place of business. Any such audit shall be at AGL's expense, unless it discloses a failure on your part to comply with the terms of this Licence, in which case you will reimburse AGL for such expenses.
20. Taxes: All payments made in relation to this Licence shall be made free of deduction or withholding and net of sales, use or other taxes or duties. In the event that you become liable to deduct or withhold an amount by way of tax or otherwise from payment of the fees due in relation to this Licence, or if we are required to collect any sales, use or other taxes from you, you shall pay such additional amount as will be necessary to ensure that the amount of the fees received by AGL equals the amount that would otherwise have been received in the absence of such deduction, withholding, tax or duty.
21. Notice: Any notice to be given in terms of this Licence must be made in writing, email or by facsimile transmission sent to the address notified by either party to the other from time to time. Any communication by email or facsimile transmission will be deemed to be received when transmitted to the correct email or facsimile transmission address of the

- recipient and any communication in writing will be deemed to be received when left at the specified address of the recipient or the day following the date of posting.
22. Force Majeure: AGL will not be liable to you for any delay or failure by AGL to perform its obligations hereunder if such delay or failure arises from cause or causes beyond the reasonable control of AGL.
  23. Assignment: You may not assign or transfer this Licence or any of your rights or obligations under this Licence without the prior written consent of AGL.
  24. Independent Contractors: The parties shall be independent contractors in their performance under this Licence, and nothing contained herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.
  25. Entire agreement: Except with respect to any EAP agreement issued by us in relation to a beta version of the Software or any variations to these terms specifically agreed by us in writing, this Licence constitutes the entire agreement of AGL and you with respect to the subject matter hereof and supersedes any and all prior negotiations and agreements between us. This Licence and/or the Support Policies may be revised by AGL from time
  26. to time. By downloading or using any new version of the software, paying Support Fees or accepting any update or new module offered by AGL, you will be deemed to have agreed to, and will be bound by, all the terms and conditions of this Licence and the Support Policies in its and/or their then most current form. No variation to the terms of this Licence will be binding on AGL unless it is in writing and signed by both parties.
  27. Contracting party: If you are downloading, installing or using BLOCKBUSTER® software and you are based in Africa (which means any of the countries and states within continental Africa including Egypt and Madagascar but excluding the Canary Islands, Ceuta, Madeira, Mayotte, Mellila, Plazas de Soberanía, Réunion Island, French Southern and Antarctic Lands, Saint Helena, Ascension and Tristan da Cunha, and the Pelagic Islands) then “AGL” means ARANZ Geo SA (PTY) Limited, a company incorporated in South Africa with registered number 2015/436519/07. In all other cases, “AGL” means ARANZ Geo Limited, a company incorporated in New Zealand with registered number 2319469.
  28. Governing Law: This Licence is subject to the laws of New Zealand and you submit to the exclusive jurisdiction of the New Zealand courts.

Effective date: 7 February 2018