



CLOUD.IT - TERMS AND CONDITIONS

1. DATA HOSTING SERVICES AGREEMENT

The Hosting Services Agreement incorporates the following documents by reference: (i) the Services Description that describes the Services you are buying and related fees; (ii) these General Terms and Conditions containing the general terms and conditions applicable to all Services. When we use the term “Hosting Services Agreement” or “Agreement” in any of these documents, we are referring collectively to all of them. The Agreement is effective as of the date of the email sent to you by Cloud.IT Services Ltd ([Cloud.IT](#)) expressly confirming acceptance of your order.

2. DEFINED TERMS

Some words used in the Agreement have particular meanings:

“Acceptable Use Policy” or “AUP” means the [Cloud.IT](#) Acceptable Use Policy posted at <http://www.Cloudit.services> as of the date you sign the Agreement.

“Business Day” or “Business Hours” means 8:00 a.m. - 5:00 p.m. Monday through Friday, excluding public holidays.

“Confidential Information” means all information disclosed by one of us to the other, whether before or after the effective date of the Agreement that the recipient should reasonably understand to be confidential.

“Hosted System” means a combination of hardware, software, and networking elements that comprise an information technology system. The Hosted System may consist of a dedicated system for your use only, or the right to use certain parts of a shared system that [Cloud.IT](#) maintains for many customers, or a combination of some dedicated elements and some shared elements. This will be determined by agreement with you but [Cloud.IT](#) reserves the overall right to determine the configuration.

“Hosting Services” means: (i) [Cloud.IT](#)’s provision for your use of the Hosted System described in the Services Description, and (ii) Support.

“Services Description” means a written description of the Hosted System and/or Supplementary Services you are buying from [Cloud.IT](#), and related fees that is incorporated by reference in the Agreement.

“Services” means Hosting Services and any additional Services, collectively.

“Additional Services” means those services you purchase from [Cloud.IT](#) other than the Hosting Services, such as database administration or “DBA” services, and assistance or support for the application that you operate on your Hosted System.

“Support” has the meaning stated in the applicable Product Terms and Conditions.

3. OUR OBLIGATIONS

[Cloud.IT](#)’s obligation to begin providing Services is contingent on your satisfaction of [Cloud.IT](#)’s credit approval criteria. [Cloud.IT](#) will provide the Hosting Services in accordance with the Services Description, the Service Level Guarantees, and other specifications in this Agreement. [Cloud.IT](#) will perform any Additional Services in a good and professional manner. [Cloud.IT](#) will maintain reasonable security practices.

4. YOUR OBLIGATIONS

You must use reasonable security precautions in connection with your use of the Services.

You must comply with the laws applicable to your use of the Services and with the [Cloud.IT Acceptable Use Policy](#). A copy of this policy can be viewed on [Cloud.IT's](#) website or requested by email. [Cloud.IT](#) reserve the right to update the Policy as it sees fit, and it is the Customer's responsibility to ensure they review the Policy regularly.

You must cooperate with [Cloud.IT's](#) reasonable investigation of Service outages, security problems, and any suspected breach of the Agreement. You are responsible for keeping your account permissions, billing, and other account information up to date. You must pay when due the fees for the Services stated in the Services Description or other agreement between us. If there is a dispute with respect to any portion of an invoice, you shall pay the undisputed portion of us agrees to work together to promptly resolve any disputes.

5. UNAUTHORISED ACCESS TO YOUR DATA OR USE OF THE SERVICES

[Cloud.IT](#) is not responsible to you or any third party for unauthorised access to your data or the unauthorised use of the Services. You are responsible for the use of the Services by any employee of yours, any person you authorise to use the Services, any person to whom you have given access to the Services, and any person who gains access to your data or the Services as a result of your failure to use reasonable security precautions, even if such use was not authorised by you.

6. SUSPENSION OF SERVICES

6.1 We may suspend Services immediately without liability if:

6.1.1 We reasonably believe that the Services are being used in breach of the Agreement;

6.1.2 You don't cooperate with our reasonable investigation of any suspected violation of the Agreement;

6.1.3 There is an attack on your Hosted System or your Hosted System is accessed or manipulated by a third party without your consent;

6.1.4 We are required by law or a regulatory or government body to suspend your Services;
or

6.1.5 There is another event for which we reasonably believe that the suspension of Services is necessary to protect the [Cloud.IT](#) network or our other customers.

6.2 We will give you advance notice of a suspension under this clause of at least twelve (12) Business Hours unless we determine in our reasonable commercial judgment that a suspension on shorter or contemporaneous notice is necessary to protect [Cloud.IT](#) or its other customers from imminent and significant operational, legal, or security risk. If your Hosted System is compromised, then you must address the vulnerability prior to [Cloud.IT](#) placing the Hosted System back in service. We are not responsible for any loss caused by suspension of services pursuant to this clause.

7. TERMINATION FOR BREACH

7.1 You may terminate the Agreement for breach if we:

7.1.1. Materially fail to provide the Services as agreed and do not remedy that failure within ten (10) days of your written notice describing the failure;

- 7.1.3 Materially fail to meet any other obligation stated in the Agreement and do not remedy that failure within thirty (30) days of your written notice describing the failure.
- 7.2 We may terminate the Agreement for breach if:
 - 7.2.1 We discover that the information you provided for the purpose of establishing the Services is materially inaccurate or incomplete;
 - 7.2.2. The individual signing the Agreement did not have the legal right or authority to enter into the Agreement on behalf of the person represented to be the customer;
 - 7.2.3 Your payment of any invoiced amount is overdue, and you do not pay the overdue amount within seven (7) Business Days of written demand;
 - 7.2.4 You have made payment arrangements via credit card or other third party, and the third party refuses to honour our charges;
 - 7.2.5 You fail to comply with any other obligation stated in the Agreement and do not remedy the failure within thirty (30) days of our written notice to you describing the failure;
 - 7.2.9 Your agreement for any other [Cloud.IT](#) service is terminated for breach of the acceptable use policy applicable to that service.
- 7.3 On termination we acknowledge our right to your data stored in the [Cloud.IT](#) Data Centre and will return it to you following payment of all of our outstanding accounts.
- 7.4 Either of us may terminate the Agreement with immediate effect on written notice if the other (or we reasonably believe that the other) (i) is unable to pay its debts; or (ii) enters into compulsory or voluntary liquidation; or (iii) compounds with or contravenes a meeting of its creditors; or (iv) has a receiver or manager or an administrator appointed (or an application is made to the court for the same); or (v) ceases for any reason to carry on business or takes or suffers any similar action which means that it may be unable to pay its debts - ("Insolvency Event").
- 7.4 Notwithstanding anything to the contrary within the Agreement, the fees for the Services shall become due immediately upon the occurrence of an Insolvency Event.

8. CANCELLATION

- 8.1 Upon 30 days' written notice by either party access to services will be terminated once all moneys owed by the customer to [Cloud.IT](#) are paid.
- 8.2 It is the responsibility of the Customer to ensure all data has been retrieved within the 30 days' timeframe. Any costs incurred in retrieving the data will be borne by the Customer.
- 8.3 Any data requested by the Customer will only be provided to authorised person/s.
- 8.4 The data will be provided to the Customer by [Cloud.IT](#) within ten (10) working days of the request, and all outstanding moneys have been paid.
- 8.5 30 days' from termination date all data, and backups, will be destroyed by [Cloud.IT](#).
- 8.6 Notwithstanding any other agreement as to the terms of payment, any moneys owed by the customer to [Cloud.IT](#) shall immediately become due and payable and [Cloud.IT](#) shall have the right to forthwith cancel this contract (without prejudice to any other of its rights) upon the occurrence of any of the following events;
 - a) The Customer ceases or threatens to cease to carry on business;

- b) The Customer enters into any negotiations for any arrangement or composition with its creditors;
- c) The Customer is unable to pay its debts (including contingent liabilities) as they fall due;
- d) The Customer becomes bankrupt or commits an available act of bankruptcy or, if a company, proceedings are taken for liquidation of the Customer;
- e) Any distress or execution is levied against the Customer or its property;
- f) Breach by the Customer of any other terms contained in this agreement.

8.7 Upon the happening of any one or more of the above events **Cloud.IT** will be entitled

To repossess and resell goods which remain the property of **Cloud.IT**. In any such case repossession of the goods shall not extinguish the debt owed by the Customer to **Cloud.IT**.

8.8 Where goods are repossessed by **Cloud.IT**, **Cloud.IT** may on sell the goods and apply the sale proceeds as follows -

Firstly:

In payment of all costs, charges, payments, and expenses incurred or payable by **Cloud.IT** in the repossession and resale of the goods.

Secondly:

In payment of penalty interest payable under this Agreement.

Thirdly:

In payment of all moneys owed by the Customer to **Cloud.IT** for goods and/or services provided by **Cloud.IT** to the Customer.

Fourthly:

Any surplus funds then available shall be refunded to the Customer

9. WARRANTIES AND REPRESENTATION

9.1 Save for those guarantees which may apply pursuant to the provisions of the Consumer Guarantees Act 1993, any and all other conditions, warranties, descriptions, representations, and agreements whether expressed or implied by law, trade custom or otherwise are hereby expressly excluded.

9.2 No agent or representative of **Cloud.IT** is authorised to make any representations, statements, conditions or agreements not expressly confirmed by **Cloud.IT** in writing and **Cloud.IT** is in no way bound by any such unauthorised statement nor shall any such statements be or be capable of being taken to form part of the contract with **Cloud.IT** or be collateral to this contract.

10. ADDITIONS AND VARIATIONS

Any addition or variation to these terms and conditions of sale shall be in writing signed by both parties and if not in writing any such additional variation shall at **Cloud.IT's** option be unenforceable against it.

11. CLAIMS, DISPUTES, AND ARBITRATION

- 11.1 Where the Customer acquires, or holds itself out as acquiring, the goods from [Cloud.IT](#) for the purposes of a business, the Consumer Guarantees Act 1993 shall have no application to any part of the contract whatsoever, and the following provisions shall apply in relation to [Cloud.IT](#) liability under the contract.
- 11.2 Subject to the provisions of clause 11.1 hereof:
- 11.2.1 The liability of [Cloud.IT](#) whether in contract or in tort or otherwise for any loss, damage or injury arising directly or indirectly from any defect or non-compliance of the materials and/or services supplied is limited to replacement or repair of such defective or non-complying materials.
- 11.2.2 [Cloud.IT](#) shall not be liable for any consequential, indirect, or special damage or loss of any kind whatsoever, nor shall [Cloud.IT](#) be liable for any damage or loss caused by the Customer's servants, agents, contractors, visitors, tenants, trespassers, or other persons whomsoever.
- 11.3 No claim by the Customer either for damages, or for repudiation of the contract or otherwise shall be effective or enforceable unless made in writing and received by [Cloud.IT](#) within 1 month after delivery of the goods, or 1 month after provision of the services, to the Customer, or 1 month after completion of the installation thereof where the contract includes installation (whichever is the latter) (which period the Customer considers to be more than a reasonable time for the purposes of the contract). The Customer shall not be entitled to withhold any payment or to make any deduction there from for any reason whatsoever.

12. CONFIDENTIAL INFORMATION

- 12.1 Each of us agrees not to use the other's Confidential Information except in connection with the performance or use of the Services, as applicable, the exercise of our respective legal rights under the Agreement, or as may be required by law. Each of us agrees not to disclose the other's Confidential Information to any third person except as follows:
- 12.1.1 To each of our respective service providers, agents and representatives, provided that such service providers, agents or representatives agree to confidentiality measures that are at least as stringent as those stated in these General Terms and Conditions; or
- 12.1.2 To a law enforcement or government agency if requested, or if either of us reasonably believes that the other's conduct may violate applicable criminal law;
- 12.1.3 As required by law; or
- 12.1.4 In response to a court order or other compulsory legal process, provided that each of us agrees to give the other written notice of at least seven (7) days prior to disclosing Confidential Information under this clause (or prompt notice in advance of disclosure, if seven (7) days advance notice is not reasonably feasible), unless the law forbids such notice.

13. LIMITATION ON DAMAGES

- 13.1 Without prejudice to [Cloud.IT's](#) right to fees for its Services under this Agreement, (including any early termination fee (if applicable)) each party's liability to the other for direct loss or damages whether in tort (including, without limitation, negligence), contract or otherwise, is limited to and shall not exceed:
- 13.1.1 For Hosting Services, an amount that is three (3) times the monthly fee under this Agreement as of the time of the occurrence of the event(s) giving rise to the claim; and
- 13.1.2 For Additional Services, the greater of One thousand dollars (\$1,000.00) or the fees paid for the Additional Services that are the subject of the claim;
- 13.1.3 Neither party will be liable to the other in any way for any special, incidental, economic, or indirect loss or damages, or for loss of data, loss of profits, revenues, customers or contracts, wasted management time, increased costs or expenses, whatsoever and howsoever arising including in connection with the performance, non-performance or delayed performance of the Services or otherwise under this Agreement even if that party has been advised by the other or should have reasonably been aware of the possibility of such loss.
- 13.2 Nothing in this Agreement limits or excludes either party's liability for any loss or damages resulting from any fraud or fraudulent misrepresentation.
- 13.3 [Cloud.IT](#) agrees to have valid insurance cover in place for its own legal liability. As the fees for the Services properly reflect the delineation of risk between the parties, each party agrees to ensure that it will be responsible for making its own arrangements for the insurance of any loss in excess of its accepted legal liability as necessary.
- 13.4 Insurance - Contracting parties must maintain business insurance covering all normal commercial risks (including failure of IT systems).

14. INDEMNIFICATION

- 14.1 If we, or any of our respective employees, agents, or suppliers (the "Indemnitees") is faced with a legal claim by a third party arising out of your actual or alleged negligence, breach of law, failure to meet the security obligations required by the Agreement, breach of the acceptable use policy(AUP), breach of your agreement with your customers or end users, or Section 12 (Software) of this General Terms and Conditions, then you will pay our costs of defending the claim (including reasonable legal fees) and any damages award, fine or other amount that is imposed on the Indemnitees as a result of the claim. Your obligations under this clause include claims arising out of the acts or omissions of your employees or agents, any other person to whom you have given access to the Services, and any person who gains access to the Services as a result of your failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorised by you. You must also pay reasonable legal fees and other expenses we incur in connection with any dispute between persons having a conflicting claim to control your account with [Cloud.IT](#), or any claim by your customer or end user arising from an actual or alleged breach of your obligations to them.
- 14.2 We may choose legal representation to defend the claim, provided that these decisions must be reasonable and must be promptly communicated to you. You must comply with our reasonable requests for assistance and cooperation in the defence of the claim. We may not settle the claim without your consent, although such settlement must be reasonable in all the circumstances. You must pay reasonable legal fees and expenses due under this clause as we incur them.

15. SOFTWARE

You may not copy any software we provide for your use, unless expressly permitted by this Agreement. In addition to the terms of this Agreement, your use of any Microsoft® software is governed by Microsoft's licence terms including use restrictions on Microsoft software that is provided for your use as indicated in your Services Description. If you use any non-Cloud.IT supplied software on your Hosted System, you represent and warrant to Cloud.IT that you have the legal right to use the software in that manner. On Cloud.IT's request you will certify in writing that you are in compliance with this clause and any other software licence restrictions that are part of the Agreement, and will provide such reasonable evidence of your compliance as we may reasonably request.

16. RECOMMENDATIONS

Cloud.IT personnel may from time to time recommend third party software or other products and services for your consideration. CLOUD.IT MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING SUCH PRODUCTS AND SERVICES. Your use of any products and services not provided by Cloud.IT is governed by the terms of your agreement with the provider of those products and services, and is at your sole risk. Cloud.IT is not responsible in any way for the third party product's performance, features, nor failures

17. WHO MAY USE THE SERVICES

You may permit other parties to use the Services if you wish, however you are responsible for the acts or omissions of your permitted users. Cloud.IT will provide support only to you, not to those parties. There are no third party beneficiaries to the Agreement, meaning that no third parties have any rights against either of us under the Agreement.

18. PRIVACY ACT 1993

18.1 The Client authorises Cloud.IT or Cloud.IT's agent to:

(a) Access, collect, retain and use any information about the Client;

(i) (Including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Client's creditworthiness; or

(ii) For the purpose of marketing products and services to the Client.

(b) Disclose information about the Client, whether collected by Cloud.IT from the Client directly or obtained by Cloud.IT from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Client.

18.2 Where the Client is an individual the authorities under clause 18.1 are authorities or Consents for the purposes of the Privacy Act 1993.

18.3 The Client shall have the right to request Cloud.IT for a copy of the information about the Client retained by Cloud.IT and the right to request Cloud.IT to correct any incorrect information about the Client held by Cloud.IT.

19. PERSONAL PROPERTY SECURITIES ACT 1999 (PPSA)

- 19.1 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that:
- (a) These terms and conditions constitute a security agreement for the purposes of the PPSA; and
 - (b) A security interest is taken in all Goods previously supplied by [Cloud.IT](#) to the Client (if any) and all Goods that will be supplied in the future by [Cloud.IT](#) to the Client.
- 19.2 The Client undertakes to:
- (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which [Cloud.IT](#) may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
 - (b) indemnify, and upon demand reimburse, [Cloud.IT](#) for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby;
 - (c) Not register a financing change statement or a change demand without the prior written consent of [Cloud.IT](#); and
 - (d) Immediately advise [Cloud.IT](#) of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 19.3 The Supplier and the Client agree that nothing in sections 114 (1) (a), 133, and 134 of the PPSA shall apply to these terms and conditions.
- 19.4 The Client waives its rights as a debtor under sections 116, 120 (2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.
- 19.5 Unless otherwise agreed to in writing by [Cloud.IT](#), the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA.
- 19.6 The Client shall unconditionally ratify any actions taken by [Cloud.IT](#) under clauses 19.1 to 19.5. (PPSA)

20. DATA CENTRES

You agree that we may relocate your servers within our data centres, make changes to the provision of the Services, URLs and your IP addresses and may establish new procedures for the use of the Services. We may also make changes to DNS records and zones on [Cloud.IT](#) operated or managed DNS servers as we deem necessary for the operation of the shared network infrastructure. In each case, We will give you reasonable advance notice and use all reasonable endeavours to minimise the effect that such change will have on your use of the Services.

21. TEST SERVICES

If you use any Services that have been designated as a “Beta” service, pilot test, limited release, or with similar designation, then your use of that Service is solely at your risk and you fully and completely indemnify us from any loss caused by such services.

22. SERVICES MANAGEMENT AGENT

You agree that you will not interfere with any services management software agent(s) that [Cloud.IT](#) installs on your Hosted System. [Cloud.IT](#) agrees that its agents will use only a minimal amount of computing resources, and will not interfere with your use of your Hosted System. [Cloud.IT](#) will use the agents to track the hardware and software that [Cloud.IT](#) provides, so that it can more efficiently manage various service issues, such as patching exceptions and product life cycles. [Cloud.IT](#) may also use the software to identify security vulnerabilities. [Cloud.IT](#) will not use the agents to view or capture your content or data. Your Services will become “unsupported” as described in the Product Terms if you disable or interfere with our service management software agents. You agree that [Cloud.IT](#) may access your Hosted System to reinstall services management software agents without notice if you disable or interfere with their performance.

23. NOTICES

Your routine communications to [Cloud.IT](#) regarding the Services, including any notice of non-renewal, should be sent to us by email as set out below. If you want to give a notice regarding termination of the Agreement for breach, indemnification, or other non-routine legal matter, you should send it by electronic mail and first class post to:

[Cloud.IT](#) Services Limited
Phone: 04 909 7427
Email: accounts@cloudit.services

[Cloud.IT](#)'s routine communications regarding the Services and legal notices will be sent to the individual(s) you designate as your contact(s) on your account by electronic mail. Notices are deemed received as of the time posted or delivered, or if that time does not fall on a Business Day, as of the beginning of the first Business Day following the time posted or delivered.

24. OWNERSHIP OF INTELLECTUAL PROPERTY

Each of us retains all right, title and interest in and to our respective trade secrets, inventions, copyrights and other intellectual property. Any intellectual property developed by [Cloud.IT](#) during the performance of the Service(s) shall belong to [Cloud.IT](#) unless we have agreed with you in advance in writing that you shall have an interest in the intellectual property.

25. OWNERSHIP OF OTHER PROPERTY

You do not acquire any ownership interest in or right to possess the Hosted System, and you have no right of physical access to the Hosted System. We do not acquire any ownership interest in or right to the information you transmit to or from or store on your [Cloud.IT](#) servers or other devices or media.

26. INTELLECTUAL PROPERTY INFRINGEMENT

If [Cloud.IT](#) or any of its customers is faced with a credible claim that the Services infringe the intellectual property rights of a third party, and [Cloud.IT](#) is not reasonably able to obtain the right to use the infringing element or modify the Services such that they do not infringe, then [Cloud.IT](#) may terminate the Services on reasonable notice of at least thirty (30) days, and will not have any liability on account of such termination except to refund amounts paid for Services not used as of the time of termination.

27. ASSIGNMENT/SUBCONTRACTORS

Neither party may assign the Agreement without the prior written consent of the other party.

28. FORCE MAJEURE

Neither of us will be in breach of the Agreement if the failure to perform the obligation is due to an event beyond our control, such as significant failure of a part of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organised labour action, terrorism, or other events of a magnitude or type for which precautions cannot generally be taken in the industry.

29. GOVERNING LAW, LAWSUITS

The Agreement is governed by the New Zealand law and each of us expressly and unconditionally submits to the exclusive jurisdiction of the courts of New Zealand. Each of us agrees that it will not bring a claim under the Agreement more than two (2) years after the event giving rise to the claim occurred.

30. SOME AGREEMENT MECHANICS

- 30.1 Changes to Terms on Website. We may from time to time revise these General Terms and Conditions and post them on our website, those revisions will not vary the Agreement until the first day of any renewal or extended term that follows the date that we publish the revision.
- 30.2 Modifications. The General Terms and Conditions may be amended only by a formal written agreement signed by both parties. A Services Description may be amended to modify, add, or remove services by a formal written agreement signed by both parties, or by an exchange of correspondence, including via electronic mail.
- 30.3 The Agreement constitutes the complete and exclusive agreement between the parties regarding the subject matter and supersedes and replaces any prior understanding or communication, written or oral. You acknowledge that you have not relied on any statement, promise, or representation made or given by or on behalf of [Cloud.IT](#) which is not set out in the Agreement.
- 30.4 Order of Precedence. If there is a conflict between the terms of any of the documents that comprise the Agreement, the documents will govern in the following order: this Hosting Services Agreement, Services Description, the General Terms and Conditions, and any Acceptable Use Policy.
- 30.5 Unenforceable Provisions. If any part of the Agreement is found unenforceable by a court, the rest of the Agreement will nonetheless continue in effect, and the unenforceable part shall be reformed to the extent possible to make it enforceable but still consistent with the business and financial objectives of the parties underlying the Agreement.
- 30.6 No Waiver. Each party may enforce its respective rights under the Agreement even if it has waived the right or failed to enforce the same or other rights in the past.
- 30.7 No Partnership. The relationship between the parties is that of independent contracting parties. Neither party is the agent for the other, and neither party has the right to bind the other to any agreement with a third party.
- 30.8 Interpretation. The captions in the Agreement are for convenience only and are not part of the Agreement. The use of the word “including” in the Agreement shall be read to mean “including without limitation.” The words “our” and “us” refer to [Cloud.IT](#) unless the context clearly indicates another meaning.
- 30.9 Survival. All terms of the Agreement requiring you to pay any fees for Services provided prior to the time of expiration or termination or requiring you to pay an early termination fee, and all other provisions of the Agreement that by their nature are intended to survive expiration or termination of the Agreement.

30.10 Counterparts. The Agreement may be signed in multiple counterparts, which taken together will be considered one original. Facsimile signatures, signatures on an electronic image (such as .pdf or .jpg format), and electronic signatures shall be deemed to be original signatures.

31. INDIVIDUAL LIABILITY AND PERSONAL GUARANTEES

31.1 Where the Customer comprises more than one person carrying on business in

Partnership, each and every individual partner is, and shall be jointly and severally liable to [Cloud.IT](#) in respect of all or any indebtedness or liability of the Customer arising out of the contract.

31.2 Where the Customer is a limited liability company or other corporation, each of the officers thereof shall, upon demand, and in writing, interpose and bind themselves as sureties and co-principal debtors with the Customer, jointly and severally, for the due and punctual payment of all monies and the performance of all obligations of the Customer arising out of the contract.