

TERMS AND CONDITIONS OF USE

1. TERMS AND CONDITIONS

- 1.1 This Website (“the Website”) is operated by Reid & Harrison (1980) Limited (“We”, “Us”, or “Our”).
- 1.2 By using the Website, including any reports or other related materials you may obtain through the Website, you agree to be bound by these Terms and Conditions (“Terms”). If you are using the Website in your capacity as an employee of a company or other organisation, then you are entering into a contract on behalf of that company or organisation, who will be deemed to be the contracting party (“You” or “Your”) for the purpose of the remainder of these Terms, and You must cease using this Website if You are not authorised to enter into contracts of this nature on behalf of Your company or organisation.
- 1.3 These Terms represent the entire agreement between You and Us regarding Your use of the Website.
- 1.4 We may change these Terms and give notice to You by posting amended Terms on the Website at any time.

2 INTELLECTUAL PROPERTY

- 2.1 We own and hold title to all copyright in the content on the Website including the graphics, images, layouts, text and all other relevant intellectual property.
- 2.2 We own all trade marks, brands, logos, and other intellectual property rights subsisting in or used in connection with the Website. Your access and use of the Website does not licence You to use Our intellectual property rights in relation to any product or service without Our express permission. All intellectual property subsisting in or used in connection with the Website is and will remain Our sole property.
- 2.3 You agree to use the Website solely for Your own internal use and to refrain from using the Website for any other purpose. You may make additional copies of any reports or other related materials We supply specifically to You, but You may not otherwise copy, reproduce, publish, or disseminate them in any way.
- 2.4 You may not remove Our trade marks, copyright symbols, or any other statement or device which asserts Our intellectual property rights in relation to the Website from any materials You download from the Website or any authorised copies You make of them.
- 2.5 Any comment, feedback, idea, or suggestion (“Comments”) which You provide to Us through the Website becomes Our property. If in the future We use Your Comments in promoting the Website or in any other format, We will not be liable to You for any loss, cost or expense which may arise from such use. Furthermore, You agree that We are entitled to use Your Comments for any commercial or non-commercial purpose without compensation to You or to any other person who has transmitted Your Comments. If You do provide Us with Comments, You acknowledge that You are responsible for the content of such material including its legality, originality and copyright.

3 NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

- 3.1 For the purposes of this section confidential information means all information which may be reasonably regarded as confidential and must include without limitation:
 - (a) any information not known to the public generally;
 - (b) any information relating to Our intellectual property rights;
 - (c) Our procedures, policies, processes, marketing strategies, or other information incidental to the running of Our business and Website;
 - (d) trading secrets, client lists, key contacts, and any monetary information relating to same;
 - (e) any information that has been received in confidence from Us or any client or entity relating to Our business;
 - (f) computer passwords and pin numbers used for access to software, accounts, business premises and secured facilities; and
 - (g) any other information that is disclosed to You or that otherwise comes to Your notice, and which is either identified as confidential or should reasonably be appreciated to be confidential information for the purposes of this clause (“Confidential Information”).

- 3.2** You agree by accessing and using the Website, that You shall not use, disclose or distribute to any person or entity, otherwise than as required by law, any Confidential Information acquired by You as a result of the access of information provided through the Website. The obligations of confidentiality imposed on You will endure until all of the Confidential Information mentioned above lawfully enters the public domain.
- 3.3** You will take all necessary actions to maintain the security of the Confidential Information including restricting and controlling any access to it.
- 3.4** You will report to Us any actual or presumed loss of secrecy in respect of any Confidential Information (including the pass of Confidential Information to the public domain) as soon as possible after the same occurs, or is thought to have occurred, including any presumed or actual breaches of these Terms.
- 3.5** The burden of proving that any Confidential Information is not subject to these Terms will rest on You, including in any proceedings commenced by Us.
- 3.6** You acknowledge that any Confidential Information provided to You in the course of Your access of the Website and any information relating to it that:
- (a)** You are responsible for Your own assessment of the Confidential Information;
 - (b)** We make no warranty as to the accuracy, adequacy or completeness of the Confidential Information; and
 - (c)** Nothing in these Terms implies any commitment by Us to You to enter into any further substantive agreements or undertakings with You in relation to any matter.
- 3.7** You acknowledge and agree that We are not liable for any claims, action, or demands that arising from Your use or assessment of the Confidential Information.

4 PRIVACY AND USE OF DATA

- 4.1** We will comply with the Privacy Act 1993 in relation to any applicable information You supply to Us.
- 4.2** We will use any data You give to Us and which identifies You only for the purpose for which it is supplied to Us and will not use it for any other purpose or supply it to any third party except as required by law or authorised by You.
- 4.3** We will keep any data received safe and secure. We may engage third parties to provide You with goods and services on Our behalf or carry out administrative or other functions on Our behalf. In that circumstance, We may disclose Your personal information to those third parties.
- 4.4** We reserve the right to use aggregate data (in a non-identifiable form) supplied to Us by You for Our own business purposes including the improvement of the Website and Our services.
- 4.5** We may send You electronic messages which facilitate, complete, or confirm any transaction You enter into with Us in relation to the Website. If You consent to receiving other electronic messages from Us, You consent to receiving commercial electronic marketing messages from Us relating to Our goods and services and other information of related interest. We will stop sending You such messages if We receive such a request to stop from You.

5 CODE OF CONDUCT

- 5.1** You must use the Website responsibly, lawfully and in good faith.
- 5.2** You must refrain from any acts or omissions which are misleading or unlawful. You may not violate or attempt to violate the Website in any way, including but not limited to:
- (a)** attempting to probe, scan, or test the vulnerability of any system, subsystem or network;
 - (b)** tampering, hacking, modifying or otherwise corrupting or breaching security or authentication measures without proper authorisation; and
 - (c)** transmitting material that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines with the intent or effect of damaging, destroying, disrupting or otherwise impairing a computer's functionality or the Website.

- 5.3** You must not use the Website to send any unsolicited messages.
- 5.4** You must not infringe or violate the legal rights of any other person in the course of using the Website.

6 NO WARRANTY

- 6.1** To the maximum extent permitted by law, the Website is provided on an “as is” basis, without any warranty of any kind either express or implied including but not limited as to warranties of merchantability, fitness for a particular purpose, title, and non-infringement. We do not warrant that the Website is error free, that the information provided to Us from the governing bodies is accurate, or that any services provided in relation to the Website will be uninterrupted.
- 6.2** You accept all risk and any liability arising from Your use of the Website. In no event will We be liable to You or any other person for any lost profits, lost savings, lost data, or damages (including special, direct, indirect, punitive, consequential, or incidental damages) or any claims, proceedings, costs, demands, liabilities and expenses incurred by You arising out of or relating to Your use of the Website, whether in contract, tort (including negligence) or equity even if We have been advised of the possibility of such loss or damage.
- 6.3** You agree to indemnify Us against all actions, proceedings, costs, claims, demands, liabilities and expenses whatsoever arising from:
- (a)** Your use of the Website; and
 - (b)** Your breach of these Terms.
- 6.4** Our total liability in relation to any claims arising out of or relating to the Website or any products or services supplied to You by Us under these Terms will in any event be absolutely limited to the amount paid by You to Us for the specific transaction provided under these Terms.
- 6.5** You agree that You are using the Website for business purposes and accordingly the provisions of the New Zealand Consumer Guarantees Act 1993 will not apply to the provision of goods or services via the Website by Us.

7 REFUNDS

- 7.1** Due to the tailored nature of the Website, We will not be obliged to refund any payment You make to Us, except as required by law.

8 TERMINATION

- 8.1** We may terminate any agreement arising from these Terms immediately at any time by giving notice to You via the Website or by other means that We deem appropriate. All provisions relating to Intellectual Property, Indemnity, Privacy and Use of Data will survive termination.

9 ASSIGNMENT

- 9.1** You may not assign Your rights or obligations under these Terms without Our express written consent.

10 GOVERNING LAW

- 10.1** These Terms will be construed in accordance with the laws of New Zealand, and in terms of enforceability, these Terms shall be deemed “in writing” and “accepted” by both parties.
- 10.2** Any disputes arising out of this these Terms or their subject matter shall be referred to and finally resolved by arbitration in New Zealand in accordance with New Zealand law. The arbitration will be by one arbitrator, to be agreed upon by the parties. If the parties fail to agree upon an arbitrator within 21 (twenty-one) days, an arbitrator will be appointed by the President of the Arbitrator’s and Mediator’s Institute of New Zealand Inc and the arbitration will be held in Auckland, New Zealand, in accordance with the New Zealand Arbitration Act 1996. Nothing in these Terms prevents a party from issuing proceedings in relation to any dispute where the nature of the dispute is such that the party requires urgent interim relief.