

PŪMANAWA MAHI – TERMS AND CONDITIONS OF SITE USE

LAST UPDATED: JULY 2020

BY VIEWING AND USING THE WEBSITE ([HTTPS://PUMANAWAMAHI.CO.NZ](https://pumanawamaha.co.nz)), YOU ARE CONSIDERED TO AGREE TO THESE TERMS AND CONDITIONS WITHOUT QUALIFICATION. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MUST STOP ACCESSING AND USING OUR WEBSITE. WE RESERVE THE RIGHT TO CHANGE THESE TERMS AND CONDITIONS AT ANY TIME BY NOTIFYING USERS OF THE EXISTENCE OF THE AMENDED TERMS AND CONDITIONS THROUGH OUR WEBSITE. BY CONTINUING TO ACCESS OUR WEBSITE, YOU AGREE TO BE BOUND BY THE AMENDED TERMS AND CONDITIONS.

1.0 Privacy Policy and Personal Information

Registration and use of the services on our website require you to provide personal information. We maintain a privacy policy located in the legal section of the website (<https://pumanawamaha.co.nz/legal>). You consent to the release of your personal information to us and third parties in connection with the uses contemplated by the privacy policy. If you have questions or comments about our privacy policy, please contact us (tari@kpsolutions.co.nz).

2.0 Registration and Accounts

By registering on our website, you consent to receiving all the marketing, promotional and other material by way of electronic messages from us. You will ensure that all usernames and passwords required to access our website are kept secure and confidential and you will notify us immediately of any unauthorised use of your password or any other breach of security. You must not transfer your account to another user or maintain more than one account with us without our consent. We may, at our sole discretion, suspend or terminate your account and limit your access to our website. To utilise our website and services:

You must:

- (i) enter information required to open an account by following the registration process set out on the website; and
- (ii) satisfy our other anti-money laundering checks and other registration criteria including undergoing verification checks to confirm your identity.

You must not:

- (iii) use the Site for any activities, or to post or transmit any material from the Site;
 - (a) that infringes the intellectual property or other rights of any person;
 - (b) that would cause you or us to breach any law, regulation, rule, code or other legal obligation;
 - (c) that defames, harasses, threatens, menaces, offends or restricts any person;
 - (d) that is or could reasonably be considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy; or that would bring us, or the Site, into disrepute.
- (iv) interfere with or inhibit any user from using the Site;
- (v) use the Site to send unsolicited email messages;
- (vi) attempt to or tamper with, hinder or modify the Site, knowingly transmit viruses or other disabling features, or damage or interfere with the Site, including but not limited to the use of trojan horses, viruses, or piracy or programming routines that may damage or interfere with the Site.

3.0 Users Outside New Zealand

Our website is operated by KP Solutions Ltd from New Zealand. The information on our website may not be appropriate or available for use in other jurisdictions. If you choose to

access our website from a jurisdiction other than New Zealand, you do so on your own initiative, and you are responsible for compliance with any applicable laws of that jurisdiction.

4.0 Copyright and Trademarks

We or our suppliers own copyright in the contents of our website. No part of our website may be distributed or copied for any commercial purpose and you are not permitted to incorporate the material or any part of it in any other work or publication (whether in hard copy, electronic or any other form) without our prior written consent. You may not frame any part of our website material by including advertising or other revenue generating material. Further, you may not remove or alter any trademarks or logos that appear on any material on our website.

5.0 Linking

The contents of our website may include links to third party materials. We will not be responsible for the content of any linked sites or be liable for any direct or indirect loss or damage suffered by you from accessing, using, relying on, or trading with third parties. The linked sites are provided to you only as a convenience, and the inclusion of any linked site does not imply any endorsement of it by us or any association with its operators. We reserve the right to prohibit links to our website and you agree to remove or cease any link on our request.

6.0 Advertising

Any dealings with any advertiser appearing on our website are solely between you and the advertiser or other third party. We are not responsible or liable for any part of any dealings or promotions.

7.0 Communication Tools

If you use any communication tools available through our website (such as any forum, chat room or message centre), you agree only to use those communication tools for lawful and legitimate purposes. You must not use any communication tool for posting or disseminating any material unrelated to the use of our website, including (without limitation) the offer of goods or services for sale, files that may damage any other person's computing devices or

software, content that may be offensive to any other users of our website, or material or data in violation of any law (including data or other material that is protected by copyright or trade secrets which you do not have the right to use). When you make any communication on our website, you represent that you own the content of the communication.

We are under no obligation to ensure that the communications on our website are legitimate and we are not able to monitor communications at all times. We reserve the right to remove any communication at any time in our sole discretion. Please report any objectionable information to us (tari@kpsolutions.co.nz).

8.0 Exclusion of Liability

To the fullest extent permitted by law, we exclude all liability for any loss or damage that results from your use of our website and any services we provide, including from all express and implied warranties and representations. We will not be responsible for errors or misstatements or be liable, whether in contract, tort (including negligence) or otherwise, for any loss or damage however caused (including indirect, consequential or special loss or damage, or loss of profits, loss of data, loss of anticipated savings or loss of opportunity).

9.0 Indemnity

You will take all necessary action to defend and indemnify us and our directors, employees and agents against all costs, expenses and damages incurred in connection with any claim brought by a third party against us that arise from a breach by you of any of these terms and conditions.

10.0 Information and Material

The content on this site is provided for general information only. You should obtain professional or specialist advice before taking or refraining from any action on the basis of any information on this site.

11.0 Entire Agreement

These terms and conditions in conjunction with our Heads Agreement, Statement of Work, Intellectual Property Policy, and Privacy Policy form the entire agreement between us and you relating to our website and your use of the services.

12.0 General Provisions

If at any time we do not enforce any of these terms or conditions, or grant you time or any other indulgence, we will not be construed as having waived that term or condition or our rights to later enforce that, or any other, term or condition.

Further, if any part or provision of these terms and conditions is considered to be invalid, unenforceable or in conflict with the law, that part or provision is deemed to be modified by a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remaining terms and conditions will continue to be binding on the parties.

These terms and conditions are governed by and will be construed in accordance with the laws of New Zealand and you submit to the exclusive jurisdiction of the Courts of New Zealand.

13.0 Breach

You may only use the Site for lawful purposes and in a manner consistent with the nature and purpose of the Site. By using this Site, you agree that the exclusions and limitations of liability set out in these Terms are reasonable. If you do not think they are reasonable, you must not use this Site. We reserve the right to remove any and all content found to be in breach of copyright, or which in our opinion is deemed inappropriate and/or illegal. If you breach the Terms, we reserve the right to block you from the Site and to enforce our rights against you. If we do not act in relation to a breach of the Terms by you, this does not waive our rights to act with respect to subsequent or similar breaches of the Terms by you. All rights not expressly granted in the Terms are reserved.