

CONTROL C LIMITED

TERMS & CONDITIONS

1. Terminology

- 1.1 These terms and conditions apply to the use of this “members only” part of the website and the software applications contained within it (subsequently referred to as “the website” and “applications”). In using this website, and any applications, you agree to be bound by these terms and conditions. If you do not accept these terms and conditions, you must refrain from using the website and any applications. These terms and conditions must be read in conjunction with any other applicable terms and conditions governing the use of this website and the applications that are issued or otherwise provided by us at the time.
- 1.2 In these terms and conditions, the terms “we”, “us” and “our” are a reference to Control C Limited.
- 1.3 We reserve the right to amend these terms and conditions from time to time. Amendments will be effective immediately upon notification on this website. Your continued use of the website and any applications following such notification will represent an agreement by you to be bound by the terms and conditions as amended.

2. Membership

- 2.1 In order to be able to access the information and applications offered on this website, you must become a member. To become a member, you must complete your registration details in the manner described on the website. Membership is non-transferable.
- 2.2 We reserve the right to terminate your membership and access to any applications at any time if you breach these terms and conditions.
- 2.3 You agree to ensure that your registration details are true and accurate at all times. Specifically, you must notify us of any change to the registration details as originally supplied.
- 2.4 Upon registration, you will be provided with a password and login details. We acknowledge that several different persons may use this password and login. You agree to ensure that your password and login details are kept secure at all times and only released to persons authorised by you. You remain responsible for any person using this website using the password and log in that you have been designated.
- 2.5 Upon subscribing to or otherwise buying any goods or services within this website, including but not limited to the applications, you are agreeing to pay the subscription fee and any other specified fees or costs on their specified terms, on the basis that unless otherwise expressly stated by us at the time:
- (a) prices for goods and services will be the then current price, on the day of subscription or purchase, and will be payable in advance;
 - (b) all goods and services sold are subject to any direct or indirect taxes (such as goods and services tax) charged on their supply under New Zealand law;
 - (c) payment will not be accepted by any means other than cash, credit card, direct credit or direct debit;
 - (d) all periodic subscriptions will automatically renew unless you terminate your account within the time specified in your registration or on the website before it is due to renew. We are authorized to continue collecting any subscription fee or any other specified fees or costs relating to the automatically renewed period, using the same credit card or other payment mechanism previously authorized by you. We will not provide any refund upon termination.

3. Applications and information

- 3.1 All information and any applications provided by us or on our behalf pursuant to these terms and conditions is provided in good faith. You accept that any information provided by us is general information and is not in a nature of advice. We derive our information from sources which we believed to be accurate and up to date as at the date of publication. We nevertheless reserve the right to update this information at any time. We equally reserve the right, but not the obligation to issues updates to the applications at any time. In addition, we do not make any representations of warranties that the information we provide is reliable, accurate or complete or that your access to that information will be uninterrupted, timely or secure. We equally do not make any representations or warranties that the applications we provide are error free or that they will function in a reliable, uninterrupted, accurate or secure manner. You understand that you use this website and any applications at your own discretion and risk. We are not liable for any loss resulting from any action taken or reliance made by you on any information or the applications. You should make your own inquiries before acting or relying on any information or applications made available to you pursuant to this website.

4. Disclaimer

- 4.1 We do not accept responsibility for any loss damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with your use of this website or any linked website or any applications, nor do we accept any responsibility for any such loss arising out of your use of or reliance on the same, whether contained on or accessed through this website.

4.2 To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is hereby excluded. Where legislation implies any condition or warranty, and that legislation prohibits us from excluding or modifying the application of, or our liability under, any such condition or warranty, that condition or warranty will be deemed included but our liability will be limited for a breach of that condition or warranty to one or more of the following in our discretion:

- (a) a replacement license for the applications; or
- (b) the refund of the cost of subscription or other license fees paid to us within the preceding 12 months.

We do not otherwise refund subscriptions, and any unused subscription fees resultant from termination under these terms and conditions will not be refunded.

5. **Exception to Disclaimer**

5.1 This disclaimer set out in these terms and conditions does not attempt or purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded.

6. **Specific Warnings**

6.1 You must ensure that your access to this website is not illegal or prohibited by laws which apply to you.

6.2 You must take your own precautions to ensure that the process which you employ for accessing this website and any applications does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For the removal of doubt, we do not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of this website or any linked website or any applications.

6.3 Where the information made available over this website contains opinions or judgments of third parties, we do not purport to endorse the content of that opinion or advice nor the accuracy or reliability of that opinion or advice. We do not accept the liability for loss or damage caused by your reliance upon any information obtained through this website and it remains your responsibility to evaluate the accuracy, completeness and usefulness of any such information.

6.4 You must indemnify us and our related bodies corporate and our directors and employees against any claim by a third party arising out of a breach of these terms and conditions either by you or by any person using your password or ID, whether or not you have authorized that person to use your password or ID.

6.5 You acknowledge that we cannot confirm the identity of all persons using your password and login.

6.6 Responsibility for the content of any advertisements appearing on this website (including hyperlinks to advertisers' own websites) rests solely with the advertisers. The placement of such advertisements does not constitute a recommendation or endorsement by us of the advertisers' products and each advertiser is solely responsible for any representations made in connection with its advertisement.

7. **Copyright**

7.1 Copyright in this website and any applications (including text, graphics, logos, icons, sound recordings and software) is owned or licensed by us. Other than for the purposes of, and subject to the conditions prescribed under, the Copyright Act 1994 and similar legislation which applies in your location, and except as expressly authorized by these terms and conditions, you may not in any form or by any means:

- (a) use the technology comprising the website or any applications in any unlawful manner or in any other manner that could damage, disable, overburden or impair the technology comprising the website or any applications;
- (b) adapt, alter, modify, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of this website or any applications;
- (c) circumvent or attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the technology comprising the website or any applications;
- (d) interfere in any manner with the operation or hosting of the technology comprising the website or any applications; or
- (e) distribute, sell, resell, lend, loan, lease, license, sublicense or transfer any of your rights to access or use the technology comprising the website or any applications,

without our prior written permission.

8. **Trade Marks**

8.1 Except where otherwise specified, any word or device to which is attached the TM or ® symbol is a registered trade mark.

- 8.2 If you use any trade marks owned or licensed to us, in reference to our activities, products or services, you must include a statement attributing that trade mark to us. You must not use any of our trade marks:
- (a) in or as the whole or part of your own trade marks;
 - (b) in connection with activities, products or services which are not ours;
 - (c) in a manner which may be confusing, misleading or deceptive;
 - (d) in a manner that disparages us or our information, products or services (including this website and any applications).

9. **Restricted Use**

- 9.1 Unless we agree otherwise in writing, you are provided with access to this website and applications only for your personal use. You are authorised to print a copy of any information contained on this website for your personal use, unless such printing is expressly prohibited. Without limiting the foregoing, you may not without our written permission on-sell information obtained from this website or rights of any nature to applications.

10. **Linked Websites**

- 10.1 This website may contain links to other websites ("linked websites"). Those links are provided for convenience only and may not remain current or be maintained.
- 10.2 We are not responsible for the content or privacy practices associated with linked websites.
- 10.3 Our links with linked websites should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those linked websites, or of any information, graphics, materials, products or services referred to or contained on those linked websites, unless and to the extent stipulated to the contrary.

11. **Privacy Policy**

- 11.1 We undertake to comply with the terms of our privacy policy which is in the form contained within this website, from time to time.

12. **Security of Information**

- 12.1 Unfortunately, no data transmission over the Internet can be guaranteed as 100% secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information.

13. **Termination of Access**

- 13.1 Access to this website may be terminated at any time by us without notice. Our disclaimer will nevertheless survive any such termination.

14. **Governing Law**

- 14.1 These terms and conditions are governed by the laws in force in New Zealand. You agree to submit to the exclusive jurisdiction of the courts of that jurisdiction.

15. **General**

- 15.1 We accept no liability for any failure to comply with these terms and conditions where such failure is due to circumstances beyond our reasonable control.
- 15.2 If we waive any rights available to us under these terms and conditions on one occasion, this does not mean that those rights will automatically be waived on any other occasion.
- 15.3 If any of these terms and conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions shall nevertheless continue in full force.

16. **To Return to the Website**

- 16.1 To return to the website, click where indicated. By doing so, you acknowledge that you have read, understood and accepted the above terms of use.