

# **Website Terms of Use — Effective from July 2014**

Effective from 11 July 2014

This website (Site) is owned by Harmoney Limited (referred to on this Site as Harmoney, we, our or us). Your use of this Site is governed by these terms of use. By accessing and browsing this Site you agree to be bound by these terms of use (as amended from time to time).

## **Intellectual Property**

All intellectual property on this Site, including without limit, the text, graphics and copyright works is owned by us (or our relevant content supplier). We are the exclusive owner of all rights in the compilation, design and layout of this Site.

## **Right to Use Site and Content**

You may access, view, reproduce and print the content on this Site provided you only use that content for your personal use or otherwise in relation to using or considering using any of the services we provide through this Site.

If you wish to link to any part of this Site, you must obtain our prior written consent.

## **All Liability Excluded**

To the extent permitted by law:

- all warranties, representations and guarantees (whether express, implied or statutory) are excluded, including without limit, suitability, fitness for purpose, accuracy or completeness of this Site or the content on or accessed through it; and
- we will not be liable for any damage, loss or expenses, or indirect losses or consequential damages of any kind, suffered or incurred by you in connection with your access to or use of this Site or the content on or accessed through it.

If the Consumer Guarantees Act 1993 applies, you may have rights or remedies which are not excluded nor limited by the above. If you are using this Site or its content for business purposes, the above exclusions and limits will apply and the Consumer Guarantees Act 1993 will not apply.

Although we have tried to ensure the content on this Site is current, accurate and complete, we do not guarantee that such content will be current, accurate or complete when you access it. We will take action, within a reasonable time, to correct any error or inaccuracy which is brought to our attention.

You acknowledge that this Site may not always be available or some of the functions on this Site may be temporarily unavailable and that we will not be liable to you in respect of any inability to access or use this Site at any time.

## **Third Party Websites**

This Site may contain links to third party websites. These websites have not been prepared by and are not controlled by us. We do not check, endorse, approve or agree with third party websites this Site links to.

# **Privacy Policy**

The Privacy Policy available on our home page governs the collection, use and disclosure of your personal information by us. The Privacy Policy forms a part of these terms of use.

# **Jurisdiction and Governing Law**

This Site and content have been prepared in accordance with the requirements of New Zealand law. These terms of use and any matters or disputes connected with this Site will be governed by New Zealand law and will be dealt with by New Zealand courts.

# **Amendments**

We may amend these terms of use from time to time, so you should check and read these terms of use regularly. By continuing to use this Site after any such amendment, you are deemed to have agreed to the amended terms of use.