

# WEBSITE TERMS AND CONDITIONS



Welcome to easySafety's Website. Your access to and use of this Website are subject to these Terms and Condition.

**It is important that you read these Terms and Conditions carefully because by using this Website you will be deemed to have accepted them.** These Terms and Conditions may be changed at any time and any such changes will be notified on the Website. Your continued use of the Website will be deemed acceptance.

## GENERAL PROVISIONS

### 1 DEFINITIONS

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- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:
- "**Content**" means all Trade Marks, text, graphical and other visual content, as well as all audio content and other information contained in our Website;
- "**easySafety**", "**we**", "**our**" and "**us**" shall mean easySafety Limited;
- "**Subscription Services Agreement**" means the Subscription Services provided to you pursuant to the subscription services agreement which you have with us;
- "**Subscription Services**" means the provision of the health and safety in employment services supplied by us to you, via your secured account area on this Website, on the terms and conditions set out in the Subscription Services Agreement which you have with us;
- "**Terms and Conditions**" means these terms and conditions;
- "**Trademarks**" means all of our trademarks, whether registered or unregistered;
- "**Website**" means this internet site operated by us; and
- "**you**" means you the user of this Website, whether an individual, a company, or any other form of entity.

### 2 USE OF OUR WEBSITE

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- 2.1 The Website is operated by us. By using the Website, you agree to these Terms and Conditions. If you disagree with any of these terms and conditions, you should not use the Website.
- 2.2 By using the Website you acknowledge that you have read, understood and accepted these Terms and Conditions and agree to be bound by them. As a condition of use of the Website, you agree:
- (a) To comply at all times with these Terms and Conditions, as well as the terms and conditions of any Subscription Services Agreement (if applicable) you have with us;
  - (b) Comply with all applicable laws, regulations, standards and codes including but not limited to the Crimes Act 1961, Fair Trading Act 1986, Copyright Act 1994, Defamation Act 1992 and the Privacy Act 1993;
  - (c) Ensure that anyone who uses our Subscription Services as supplied to you, does so in accordance with these Terms and Conditions as well as any Subscription Services Agreement which you have with us;
  - (d) To only use the Website for your own personal use, or, if you subscribe to the Subscription Services for your own internal business purposes;
  - (e) Not to disrupt activity online;
  - (f) Not to use, make available or reproduce all or any part of the Website for commercial gain or purposes;
  - (g) to make any fraudulent reservation or any reservation in anticipation of demand;
  - (c) To ensure that the Website is not used for any illegal activity or which may expose us to potential litigation including (but not limited to) copyright and trade mark infringement; and
  - (d) Not to introduce anything harmful or destructive (such as viruses, worms, Trojan horses, spiders, time bombs or bots or otherwise) to, or interfere in any way with the normal operation of the Website and/or to access, use or interfere with anybody else's computer system or data whether by hacking or by other means.

- 2.3 If you are under the age of 18 years, you must only use the Website and any Subscription Services offered by us with parental or caregiver consent, provided that they are over the age of 18 years and accept these Terms and Conditions on your behalf.

### **3 LINKING TO OUR WEBSITE**

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- 3.1 You may link easySafety's Website to your home page, provided that you do so in a way that is fair and legal and does not damage easySafety's reputation or take advantage of it. We reserve the right to withdraw linking permission without notice.
- 3.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You are prohibited from creating a link to any part of our Website other than the home page.
- 3.3 If you create a link to easySafety's Website, you remain fully responsible for any consequences of that link, whether direct or indirect and you will protect easySafety against all loss, damage, liability, costs or expense arising from or in connection with the link.

### **4 ACCESSING SUBSCRIPTION SERVICES VIA THIS WEBSITE**

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- 4.1 If we provide any Subscription Services to you (by virtue of the Subscription Services Agreement you have with us) these Terms and Conditions are in addition (and not in substitution) to the Subscription Agreement. If there is any conflict or inconsistency between the Terms and Conditions and those set out in your Subscription Services Agreement, then the terms and conditions of your Subscription Services Agreement will prevail.

### **5 LIMITATION OF LIABILITY**

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- 5.1 All representations or terms (including any condition or warranty expressed or implied by law, statute or otherwise) not expressly included in these Terms and Conditions are hereby expressly excluded. You acknowledge that you have not relied on any representation or statement made by us other than the express provisions of these Terms and Conditions.
- 5.2 The Content, material and information provided on the Website is supplied upon the condition that you will make your own determination as to the suitability of the Subscription Services that you decide to subscribe to from us.
- 5.3 While we endeavour to keep the Website operational 24 hours a day 7 days a week, we cannot guarantee that no interruptions will occur or that it will be error-free. We will not be liable for any damages, loss or injury, including, but not limited to special or consequential damages that result from the use of or the inability to use, the Website, the Content and any other materials in this Website.
- 5.4 Under no circumstances will we (including our officers, employees, independent contractors and agents) be liable (whether in contract, tort or otherwise whatsoever) to you or any third party claiming through you for any loss of profits, contract, indirect or consequential loss of any kind whatsoever, nor for any special, indirect, consequential or punitive damages.
- 5.5 Notwithstanding clause 5.4 above, if a court of competent jurisdiction holds us (or any of our officers, employees, independent contractors or agents) liable in respect of any matter arising under or incidental to the Terms and Conditions, such liability will be limited to \$500.00.

### **6 COPYRIGHT & USE OF MATERIALS**

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- 6.1 Unless otherwise specified, we are the owner or possess rights in respect of the copyright in all property rights in the Content and any other materials appearing on the Website, including the text, site design, logos, graphics, icons, button icons, audio clips, software and images, as well as the collection, assembly and arrangement of those items.
- 6.2 You may read, view, print, download and copy the Content and any other materials displayed on the publically available part of this Website for your personal and non-commercial use, but only if you acknowledge this Website as the source of the Content and any other materials and include the copyright statement "© easySafety all rights reserved". Your use of the Content in the Subscription Services area is set out in the Subscription Services Agreement you have with us. Any other use of materials on this Website, including reproduction for purposes other than those noted above, modification, distribution, or republication, without our prior written permission is strictly prohibited.
- 6.3 All rights not expressly granted herein are reserved. Any unauthorised use of the Content and any other materials appearing on the Website may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

- 6.4 Except as expressly provided for in these Terms and Conditions, any material from the Website may not be copied, reproduced, distributed, modified, published, uploaded, posted, or transmitted in any way, without our prior written consent.
- 6.5 Modification, distribution, or use of the Content and any other material contained in our Website for any purposes other than for your personal use and commercial use pursuant to the Subscription Agreement (if any) directly violates our intellectual property rights. The Content and any other material contained within this Website is copyrighted and protected by world-wide copyright laws and treaty provisions, even if it is not stated to be so protected and is provided for lawful purposes only.
- 6.6 You indemnify us, our officers, employees and independent contractors from any claim made by any third party against us, our officers, employees and independent contractors, due to or arising out of your use of the Website or your use of any Content and any other materials appearing on the Website.
- 6.7 In order for you to use our Subscription Services, it may sometimes be necessary for us to download configuration or other software to your computer system. You acknowledge and agree that:
- (a) Your right to use such software is limited to being a mere licensee (not owner) upon license terms and conditions as may be notified to you by us or any third party suppliers at the time the software is downloaded to your computer system; and
  - (b) If these licence terms are not notified to you and are not contained anywhere in the software which is downloaded to your computer system, then you will receive a personal, revocable and non-transferable licence to use that software solely for use in conjunction with the relevant Subscription Services and for no other purpose. Any reverse engineering, decompilation, reproduction or redistribution of the software or any component of it is expressly prohibited.

## **7 DISCLAIMER**

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- 7.1 The information on the publically available part of the Website (including but not limited to information relating to health and safety) is preliminary and for general information only and should not be constructed as a recommendation and is not a substitute for professional advice. Whilst reasonable measures have been taken to ensure the accuracy of the Content and any other materials available on this Website (both the publically available part of the Website and the secured access area for the Subscription Services), easySafety gives no warranty in relation to the material, including its accuracy, reliability and suitability and accepts no liability whatsoever in relation to any loss, damage or other costs relating to the use of any Content and any other materials on the Website. We make no warranties or representations about the accuracy or completeness of this Website, its Content or the content of any website "hypertext linked" to or from this Website. We reserve the right, but make no binding commitment, to update the information contained in the Website at any time, without notice.
- 7.2 All links and references to websites, organisations, or people outside easySafety are provided for convenience only and are not an endorsement by us. You may use any third party website which we link to the Website provided that you comply with the relevant third party's terms of use for its website. However, we are not liable for any content on any third party website.
- 7.3 We do not warrant that the Website, its servers or any email sent from us is free of viruses or other harmful components or is secure and private.

## **8 APPLICABLE LAWS**

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- 8.1 This Agreement shall be governed by and construed in accordance with the laws of New Zealand and shall be subject to the exclusive jurisdiction of the New Zealand Courts.
- 8.2 The Website is controlled and operated by us, from our offices within New Zealand. We make no representation or warranty that the Content and any other materials, the Subscription Services on this Website are appropriate or available for purchase in other locations. We accept no liability whatsoever to you in respect of such matters.
- 8.3 If you choose to access the Website from outside of New Zealand, you are solely responsible for compliance with applicable local laws and we make no warranty or representation that the information complies with any laws, rules, regulations, procedures, codes or governmental directives, outside of the jurisdiction of New Zealand.

## **9 TRADEMARKS**

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- 9.1 We may use a substantial number of trademarks and service marks on the Website. These trademarks and service marks may not be used or reproduced without our prior written permission.

## **10 GENERAL**

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- 10.1 If any provision of these Terms and Conditions are held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provisions in question shall not be affected thereby.
- 10.2 The headings to the clauses of these Terms and Conditions are for ease of reference only and shall not affect the interpretation or construction of these Terms and Conditions.
- 10.3 If the performance of our obligations under these Terms and Conditions is prevented by reason of "force majeure" (which shall include prevention occasioned by fire, casualty, accident, act of God, natural disaster, act of war, any law, order, proclamation, regulation, demand or requirement of any government or government agency, strikes, labour disputes, shortage of labour or lack of skilled labour, shortage or unavailability of the Subscription Services, delay in performance, electricity or communications failures, or other causes whatsoever (whether similar to the foregoing or not) beyond our reasonable control of) we shall be excused from such performance to the extent of such prevention.
- 10.4 We may terminate the Terms and Conditions and/or the provisions of any of the Subscription Services at any time for cause, including any improper use of the Website or your failure to comply with the Terms and Conditions and/or any Subscription Service Agreement. Without prejudice to easySafety's other rights and remedies, this may prohibit you from accessing the Website, block computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing legal action against you.

## **11 PRIVACY POLICY**

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- 11.1 easySafety is committed to ensuring the privacy of your information. However, when providing your personal information over the Internet, you should remember that the Internet is not a secure environment.
- 11.2 We may hold information relating to you that you have provided to us (such as on an application or registration form).
- 11.3 This information may include, amongst other information, your name, address, telephone numbers, information on the type of Subscription Services you purchase from us through the Website, information on your browsing activity on the Website.
- 11.4 Your information may be held and used by us for a number of purposes connected with our business operations and functions, which include:
- (a) Processing your orders or applications;
  - (b) Carrying out credit checking and scoring (unless we have agreed otherwise);
  - (c) Administering your account;
  - (d) Dealing with requests, enquiries or complaints and other customer care related activities and all other general administrative and business purposes;
  - (e) Carrying out market analysis and marketing our company and Subscription Services generally;
  - (f) Contacting you (including by post, email, fax, short text message (SMS), pager or telephone) about the Subscription Services of carefully selected third parties which we think may be of interest to you (unless you ask us in writing not to);
  - (g) Registering your details and allocating or offering you rewards, discounts or other benefits;
  - (h) Carrying out any activity in connection with a legal, governmental or regulatory requirement on us or in connection with legal proceedings, crime or fraud prevention, detection or prosecution; and
  - (i) Carrying out activities connected with the running of our business such as personnel training, quality control, network monitoring, testing and maintenance of computer and other systems and in connection with the transfer of any part of our business in respect of which you are a customer or a potential customer.
- 11.5 We may also pass personal information, relating to you, for any particular purpose to certain third parties including:
- (a) Credit reference agencies (unless we have agreed otherwise) who may share your information with other organisations and who may keep a record of the searches we make against your name; and
  - (b) Carefully selected third parties who we reasonably believe provide products or services that may be of interest to you.

11.6 This Policy does not affect your rights under the Privacy Act 1993. This notice is provided for your information and is not intended to limit or exclude your rights under the Privacy Act 1993.

## **12 COOKIES**

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12.1 easySafety reserves the right to use cookies to identify, improve and provide personalised features (including delivering ads (if any) that are relevant to you) and for tracking traffic patterns to and from our Website and all other reasonable uses.