

# WEBSITE TERMS OF USE

This Website (“Site”) is operated by Ingham Mora Limited and means the location which is accessible via the Internet through the World Wide Web, which provides multimedia content via a graphical User. The Site is subject to these Terms and Conditions (including our Privacy Policy (available on this Site) or any other documents referred to herein), which constitutes the full Agreement between You and Us.

**CONSENT:** By accessing and/or using Our Site, You have, read, accepted and agreed to be bound by these Terms and Conditions.

If You **do not agree** with these Terms and Conditions, You should **cease using** the Site immediately.

## 1. Acceptance

- 1.1. If You intend to transact through this Site (i.e. purchase Goods then You warrant that You are at least 18 years of age, that You have the power to enter into this Agreement and You acknowledge that this Agreement creates binding and valid legal obligations upon You and once an order is placed and accepted by Us these Terms and Conditions are deemed to be accepted by You by electronic acceptance via this Site.
- 1.2. These Terms and Conditions form the basis of this Agreement between Us and You for the sole purpose of the purchase of Goods (*personal use only*) unless it is agreed between You and Us that this Agreement is subject to a commercial transaction.
- 1.3. The Content of the Site, Products and Services is not intended to serve as legal, accounting, financial or tax advice. You should consult with professional advisors at Your local Ingham Mora Limited office for advice concerning specific matters before making any decision.

## 2. Variations

- 2.1. We may, at any time and at Our discretion, vary these Terms and Conditions (including Our Privacy or Cookies Policies) by publishing the varied terms on Our Site. We recommend You check Our Site regularly to ensure You are aware of Our current terms. Products and information on this Site (Content) are subject to change without notice. We do not undertake to keep Our Site up-to-date and We are not liable if any Content is inaccurate or out-of-date.
- 2.2. Continued use this Site, shall be considered that You agree to be bound by the amended Terms and Conditions as notified and posted on this Site.

## 3. Licence to Use Our Site

- 3.1. We grant You a non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use Our Site in accordance with these Terms and under no circumstances may You adapt, reproduce, store, distribute, print, display, publish or create derivative works from any part of the Site, Products or Services other than in accordance with the Licence. All other uses are prohibited without Our prior written consent.
- 3.2. Furthermore, You may not use any data gathering and extraction tools or software to extract information from the Site or utilise framing techniques to enclose any of the Contents of the Site. You may not use any Meta tags or other hidden text which incorporates Ingham Mora Limited’s name or any of its intellectual property including trademarks. Using any information or Content included in or related to the Site, Products and Services other than in accordance with the terms of the Licence is strictly prohibited. You agree to fully indemnify Ingham Mora Limited for any loss or damage it may suffer in contract, tort, equity, statute, regulation or otherwise, including without limitation any economic loss, loss of turnover, profits, business, or goodwill, whether direct or consequential

because of your breach of the Licence, including, in respect of any third-party claims against Us, Our related parties, employees, contractors or agents.

## 4. Prohibited Content

- 4.1. You must not do, or attempt to do, anything that is;
- a) Unlawful;
  - b) Prohibited by any laws applicable to Our Site (including but not limited to, Broadcasting Act 1989, the Fair Trading Act 1986, Consumer Guarantee's Act 1993, Privacy Act 2020, or any other applicable law or applicable industry code), which We would consider inappropriate; or
  - c) Is, or could reasonably be, in breach of any person's Intellectual Property Rights (including, but not limited to, the distributions of digital files or any other material in which We do not own the copyright); or
  - d) Which might bring Us or Our Site into disrepute including (without limitation):
    - i) Anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;
    - ii) Using Our Site to defame, harass, threaten, menace or offend any person;
    - iii) Interfering with any user using Our Site;
    - iv) Tampering with or modifying Our Site, knowingly transmitting viruses or other disabling features, or damaging or interfering with Our Site, including (without limitation) using trojan horses, viruses or piracy or programming routines that may damage or interfere with Our Site;
    - v) Using Our Site to send unsolicited email messages; or
    - vi) Facilitating or assisting a third party to do any of the above act.

## 5. Copyright and Trademarks

- 5.1. The Content of this Site are always the copyright or trademark property of either Ourselves, Our Suppliers or linked third parties and You may not distribute, reproduce, display publish any trademark or other content of this Site for any purpose whatsoever without the prior written approval of Us, Our Suppliers or linked third parties (each as applicable). Furthermore, You agree to indemnify Us again any claims, costs, damages or losses incurred by Us should You fail to comply with this clause.

## 6. Third Party Sites

- 6.1. Our Site may contain links other third-party websites, it does not constitute that We endorse or approve such websites as We do not have control in any way over such third-party websites. We are not responsible and do not accept liability for any of their website content, in respect of, any dealings, promotions or activities that transpire between You and advertisers or third-party businesses.
- 6.2. Access to such websites is at Your sole risk and We recommend that You thoroughly review the Terms and Conditions of Use and Privacy Policy of any third-party websites immediately You access such a Site.

## 7. Online Access & Continuous Service

- 7.1. You acknowledge and agree that:
- a) We do not guarantee the Site's performance;
  - b) Display on the Site does not guarantee the availability of any particular Products or Services, therefore, all queries placed through the Site shall be subject to confirmation of acceptance by Us;
  - c) Access to the Site may be unavailable from time to time for regularly scheduled maintenance and/or upgrades. Where able We shall give You advanced warning of the same;
  - d) There are inherent hazards in electronic distribution, and as such We cannot warrant against delays or errors in transmitting data between You and Us including any queries, and You agree that to the maximum extent permitted by law, We will not be liable for Site downtime whether scheduled or otherwise that results in online access not being available and/or for delay or errors in transmitting information and Your responses;

- e) If You are not the cardholder for any credit card being used to pay for the Products and/or Services, We shall be entitled to reasonably assume that You have received permission from the cardholder for use of the credit card for the transaction.
- 7.2. To acquire or make full use of Our Site, for the supply of Our Products and Services You may need to obtain directly from Us a username and password ("Client Login") (if You have not been provided with such already,) which will provide You with online access to such Products or Services, and parts of the Site as We act in Our sole discretion deemed appropriate from time to time ("**Online Access**"). If You do obtain Online Access, You warrant that all information and personal details, You provide to Us is correct and that You have full authority on behalf of any third party You may represent to obtain Online Access. You may not transfer your Client Login or any rights You may have in respect of Your Online Access to any other person or entity.
- 7.3. **Online Access Breach:** You must keep Your Client Login confidential and not disclose such information to any third party or allow a third party to make use of Your Online Access without first obtaining Our written consent. **You will be solely responsible for all activities undertaken and/or costs incurred under the use of Your Client Login.** You must notify Us immediately if You know or suspect that Your Online Access has been used by a third party or Your Client Login has been, or may have been, obtained by a third party.
- 7.4. **We reserve the right to terminate Your access,** if it is learnt that You have provided false or misleading information (including but not limited to, use of any Content, for commercial purposes, including any advertising or advertising revenue generation activity on Your own website or any other platform, without prior arrangement), interfered with other users or the administration of Our business, or violated these Terms and Conditions.

## 8. Compliance with Laws

- 8.1. You represent and warrant that Your use of this Website will comply with all applicable laws and regulations (including but not limited to, EU Data Privacy Laws (including the General Data Protection Regulations "GDPR" (collectively, "EU Data Privacy Laws") and the New Zealand Privacy Act 2020 or any other applicable laws.

## 9. Privacy Policy

- 9.1. Storing Personal Information
  - a) We will take all reasonable steps to ensure that Your information held by Us is accurate up-to-date, complete, applicable, is not misleading and will only be used for the purposes stated in this document and/or Our Privacy Policy; and
  - b) We will maintain security safeguards to protect Your Information and will take all reasonable steps to ensure that Your information is not disclosed to any unauthorised person or entity; and
  - c) Some information We hold about You will be stored in paper files, but most of Your information will be stored electronically on physical hard drives and/or on the cloud. We use third party service providers to store and process most of the information we collect. We use Suite Files cloud provider. We ensure that Our cloud-based service providers are subject to appropriate security and information handling arrangements and that the information stored or processed by them remains subject to confidentiality obligations.
- 9.2. Securing Information
  - a) When making a transaction through this Site, Your information will pass through a secure server using SSL (secure sockets layer) encryption technology; and
  - b) The encryption process ensures that Your information cannot be read by or altered by outside influences.
- 9.3. Information We Collect
  - a) When You request Goods or Services, We may collect Personal Information supplied by You when You complete an online form in order to facilitate the purchase of Goods and/or Services. Such information will enable Us to process Your transactions efficiently, analyse Our Site

services and enable Us to provide a higher level of customer service (which may include informative or promotional activities).

- b) We may also collect the following information/tracking data for statistical purposes and to help Us understand how to make Our Site more available and user friendly for You and to measure the success of any advertising activities We may undertake:
  - i) Your IP address
  - ii) The date and time of Your visit to Our Site
  - iii) Your clicks and activity on this Site
  - iv) The referring Site if any through which You clicked through to this Site
  - v) Technical information of Your browser, device, and operating systems

#### 9.4. Information We Release

- a) We will only release information about You as authorised by Yourself, required by law or where required in order for Us to provide Goods or Services to Yourself e.g. to third party suppliers, or delivery companies. Where supplied to such third parties the information provided will only be sufficient for the third party to perform their services and may not be used by them for any other purpose.
- b) We will not release Your Information for any purpose which You could reasonably expect Us not to release the information.
- c) Except as detailed above We do not share, give, sell, rent, or lease information to third parties and Your Personal Information will only be disclosed to those employees within Our organisation who have a need to know to ensure You are provided with information about Our Goods and Services or to require Goods and Services through this Site.

#### 9.5. Other Data Protections Rights

You may have the following data protection rights:

- i) To access, correct, update or require deletion of Personal Information. We will take all reasonable steps to ensure that the data We collect is reliable for its intended use, accurate, complete, and up to date.
- ii) In addition, individuals who are residents of the European Economic Area "EEA" can object to processing of their Personal Information, ask to restrict processing of their Personal Information or request portability of their Personal Information. You can exercise these rights by contacting Us using the contact details provided in the "Questions and Concerns" section below.
- iii) Similarly, if Personal Information is collected or processed based on consent, the data subject can withdraw their consent at any time. Withdrawing Your consent will not affect the lawfulness of any processing We conduct prior to Your withdrawal, nor will it affect processing of Your Personal Information conducted in reliance on lawful processing grounds other than consent.
- iv) The right to complain to a data protection authority about the collection and use of Personal Information. For more information, please contact Your local data protection authority. Contact details for data protection authorities in the EEA are available at [http://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index\\_en.htm](http://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm).

## 10. Limitation of Liability

10.1. To the maximum extent permitted by law, We are not responsible for:

- a) Any loss, damage, or expense, howsoever, arising, whether direct or indirect and/or whether present, unascertained, future, or contingent (Liability) suffered by You or any third party, arising from or in connection with Your use of Our Site; or
- b) The Content and/or any inaccessibility or interruption to or outage of Our Site; or
- c) Any loss or corruption of data and/or the fact that the Content is incorrect, incomplete, or out-of-date.

## 11. Mailing Lists

- 11.1. If at any time You are on a mailing list of Ours then You may request to be removed from the same and We will comply with your request if there is no unsubscribe button provided then please contact Us with Your request using the “Contact Us” section of this Site.

## 12. Questions and Notices

- 12.1. If You have any questions or comments or if You have a concern with the way in which We have handled any privacy matters, please use Our contact form via this Site to send Us a message or alternatively via Our contact details detailed below.

### *Contact Details:*

**Privacy Officer**  
**Ingham Mora Limited**

### *Postal Address:*

PO Box 222  
Tauranga 3140

### *Email:*

Email: office@inghammora.co.nz

### *EEA Residents:*

For the purposes of EU data protection legislation, Ingham Mora Limited, Data Protection Officer (DPO) is the party responsible for Your Personal Information. Our Data Protection Officer can be contacted via email as stated above.

## 13. Cookies

- 13.1. We and Our partners may use various technologies to collect and store information when You use this Website, and this may include using cookies and similar tracking technologies, such as pixels and web beacons. These web beacons track certain behaviour such as whether the email sent through the Site was delivered and opened and whether links within the email were clicked. They also allow Us to collect information such as the recipient's:
- IP Address, browser, email client type and other similar details;
  - Tracking Site use and traffic
  - Reports are available to Us when We send email to You, so We may collect and review that information.
- 13.2. These cookies **do not read Your hard drive** but may be stored on Your hard drive to enable Our Site to recognise You when You return to the same.

## 14. Termination of Use

- 14.1. These Terms and Conditions are effective until terminated by Us, which We may do at any time and without notice to You. In the event of termination, all restrictions imposed on You by these terms and limitations of liability set out in these Terms and Conditions will survive.

## 15. Severance

- 15.1. If a provision of these Terms and Conditions is held to be void, invalid, illegal, or unenforceable, that provision must be read down as narrowly as necessary to allow it to be valid or enforceable. If it is not possible to read down a provision (in whole or in part), that provision (or that part of that provision) is severed from these Terms and Conditions without affecting the validity or enforceability of the remainder of that provision or the other provisions in these terms.

## 16. Jurisdiction

- 16.1. If You are acquiring Goods for the purposes of a trade or business, You acknowledge that the provisions of the Consumer Guarantees Act 1993 ("CGA") do not apply to the supply of Goods by Us to You.
- 16.2. Your use of Our Site and these Terms and Conditions are governed by the laws of New Zealand. You irrevocably and unconditionally submit to the exclusive jurisdiction of the Courts operating in New Zealand and any Courts entitled to hear appeals from those Courts and waive any rights to object to proceedings being brought in those courts.
- 16.3. Our Site may be accessed throughout New Zealand and overseas. We make no representation that Our Site complies with the laws (including intellectual property laws) of any country outside of New Zealand. If you access Our Site from outside of New Zealand, You do so at Your own risk and are responsible for complying with the laws of the jurisdiction where You access Our Site.

## 17. Message Boards

- 17.1. We provide Message Boards for the use of Our Site users. The Message Boards may not be used to promote Sites or any commercial or business activity. We are not responsible for any of the opinions expressed in the Message Boards. By posting a message to the Message Board You agree to take full legal responsibility and liability for Your comments, including for offensive or defamatory statements.

## 18. Feedback

- 18.1. Feedback is provided for the purpose of facilitating trading by You on Our Site. Feedback provided on other parties must not contain offensive, defamatory, retaliatory or inappropriate language or Content. We may remove any feedback that is considered to be offensive, defamatory, retaliatory or inappropriate.
- 18.2. You may only give feedback that relates to a specific transaction. You must not post feedback on a transaction that does not relate to the specific transaction.
- 18.3. You must not post feedback about Yourself or include any contact details or Personal Information in Your feedback.

## 19. Definitions and Interpretation

- 19.1. "**Agreement**" means the Terms and Conditions contained herein, together with any quotation, order, invoice or other document or amendment expressed to be supplemental to this Agreement.
- 19.2. "**Confidential Information**" means information of a confidential nature whether oral, written or in electron form including, but not limited to, this Agreement, a party's Intellectual Property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, Our information, and pricing.
- 19.3. "**Personal Information**" means any information that identifies or can be used to identify You, directly or indirectly. Examples of Personal Information include, but are not limited to, first and last name, date of birth, email address, gender, occupation, or other demographic information.
- 19.4. "**Charges**" means the price payable (excluding any Goods and Services Tax (GST) where applicable) for the Services, as agreed between Us and You and shall be in New Zealand Dollars (\$NZ), unless otherwise specified.
- 19.5. "**Services**" shall mean all Services supplied by Us to You (and where the context so permits shall include any incidental supply of Products). The Services and/or Products shall be as described on the invoices, quotations, or any other work authorisation forms, as provided by Us to You.
- 19.6. "**You**", "**Your**" or "**Yourself**" means any person/s (end user) being of the legal age of eighteen (18).
- 19.7. "**We**", "**Us**", "**Our**" or "**Ourselves**" means Ingham Mora Limited, its successors and assigns or any person acting on behalf of and with the authority of Ingham Mora Limited.

Terms of Use last updated: 25/08/21