



Website Terms of Use

Document Owner: **Digital Strategy Manager**

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1 Purpose

- 1.1 Use of and access to this website is subject to the following terms of use which you are deemed to accept by accessing this website. It is a condition of your use of this website that you observe the terms of use at all times. Please also refer to our Privacy Policy, available on our website.

2 Information on Website

- 2.1 The information on this website has been provided by us for general informational purposes only and does not constitute technical or other professional advice. We try to keep the information up to date. However, to the fullest extent permitted by law, we disclaim all warranties, express or implied, in relation to this website - including (without limitation) warranties as to accuracy, completeness and fitness for any particular purpose.
- 2.2 We may at any time change the information available on this website, without notice, including discontinuing all or any aspects of this site. We will not be liable for any loss or damage which may arise directly or indirectly as a result of such changes.
- 2.3 No content on this website can or may change any contract for products or services that you may have with us.
- 2.4 When transmitting your personal information over this site, please remember that the internet is not a secure environment.

3 Website Links

- 3.1 We may include ads or links to external sites. We do not control, review or endorse any advertised product or service, or the external sites. The responsibility for the content of any ad appearing on this website (including hyperlinks to advertisers' own websites) rests solely with the advertisers. Putting ads on the website does not constitute our recommendation or endorsement. Each advertiser is solely responsible for any representation in its ads.
- 3.2 When a third party website is accessed from this site, users depart this website. We will have no liability in respect of any loss or damage arising from any use of a third party link on our website.
- 3.3 In accordance with recognised internet courtesy, if you wish to link our website to your website, consent must be sought in writing from us before doing so.

4 Independent Advice

- 4.1 We strongly recommend that you seek independent advice before acting on any information on this site. This site is not designed for the purpose of providing personal financial or investment advice.

5 Use of Information

- 5.1 We own and retain copyright and all other intellectual property rights in all information on this website. We reserve all our rights. You may download and temporarily store one or more of these pages for the sole purpose of viewing on a personal computer or monitor. Otherwise you must not copy, display, modify, reproduce, store in a retrieval system, transmit (in any form or by any means), distribute, use for creating derivative works or use in any other way for commercial or public purposes any part of this website without our prior written consent.
- 5.2 Information on this website must not be changed by any user.
- 5.3 Our website uses cookies (a small data file stored on your computer's hard drive) to track statistical information about user behaviour on our site for the following purposes:
- To allow our content management platform to store information so we can personalise the experience by targeting content and messaging that we believe is relevant
 - To allow us to create opportunities for you to sign up by email (which will be stored in line with the terms of our privacy policy) to campaigns, services or other features our website or business might offer
 - To allow us to collect statistical information for the purposes of understanding user behaviour on our site with Google Analytics
 - To use other Google services such as Google Adwords to target users on third-party sites with relevant content
 - From time to time for other purposes where tracking user behaviour supports the delivery of content we deem to be relevant to the user.

If you do not want cookies to be stored on your computer in this way, there are third-party services and normally setting options in your browser to prevent this. We do not accept any liability for the effectiveness of these options or services.

Any personal information we store about you will be held in line with our Privacy Policy terms.

6 Disclaimers and our Liability

- 6.1 **Availability:** We will use reasonable endeavours to ensure the availability of this website, subject to any downtime required for maintenance. Our website is provided on an 'as is' and 'as available' basis. We do not promise that this website will operate uninterrupted, securely or error free, or give any other specific performance guarantee relating to this website or its operation or use. We are not liable for any system unavailability, any corruption of any data or information held by us, or for any loss that is incurred because this website is unavailable.
- 6.2 **No warranties:** No advice or information that is obtained by you from us or anyone else shall create any warranty by us that is not expressly stated in these terms of use. All warranties and representations implied by law are excluded to the extent permitted by law.
- 6.3 **Force majeure:** We are not liable for any failure or other thing that is not reasonably foreseeable or that is outside our reasonable control.
- 6.4 **Our liability:** You use this website at your own risk. We will never in any circumstances be liable to you or any other person in contract, tort, negligence, equity or in any other way for any loss or damage of any kind, arising from or in relation to your use of, or inability to use, this website. If for any reason we cannot rely on the above exclusion of liability, our liability to you will be limited to direct physical loss suffered by you to a maximum of \$50 per claim. In no event will we be liable to you for any loss of profit, savings, data, goodwill or business opportunity or for any indirect or consequential loss or for general or special damages.

7 Other Legal Terms

- 7.1 **Severability:** If any part of these terms of use is held to be invalid, unenforceable or illegal for any reason, then that part shall be severed or amended to the minimum extent necessary for the balance of these terms of use to continue in full force and effect.
- 7.2 **Entire agreement:** These terms of use contain everything we have agreed in relation to your use of our website unless specifically stated otherwise. You cannot rely on anything else said or done by us (any of our representatives).
- 7.3 **Variation:** We may amend these terms of use from time to time. Amendments will be effective when posted on our website. You are responsible for ensuring you are familiar with our latest terms of use. Your continued use of our website represents your agreement to be bound by these terms as amended.
- 7.4 **Governing law and Jurisdiction:** New Zealand law governs these terms of use and your use of our website. You agree to the jurisdiction of New Zealand's Courts. To the fullest extent permitted by law, we will not be liable for any failure of this website to comply with the laws of any other country.

8 Further Information

- 8.1 Further information about this website or our products and services can be sought by calling us on 0800 333 855 or email us at agritrade@nzagritrade.co.nz.