

# MASTAPLEX LIMITED

## WEBSITE TERMS AND CONDITIONS OF USE

**WARNING! PLEASE READ THESE WEBSITE TERMS AND CONDITIONS OF USE CAREFULLY.**

**THESE WEBSITE TERMS AND CONDITIONS OF USE SET OUT THE TERMS AND CONDITIONS UPON WHICH MASTAPLEX LIMITED AGREES TO PROVIDE YOU WITH ACCESS TO THE INFORMATION AND CONTENT AVAILABLE ON OUR WEBSITE.**

**IF YOU DO NOT ACCEPT THESE WEBSITE TERMS AND CONDITIONS OF USE, YOU SHOULD NOT ACCESS OR USE THE WEBSITE OR THE CONTENT ON IT.**

### 1. DEFINITIONS

1.1 For the purposes of these Conditions, the following terms have the following meanings:

**Conditions** means these Website Terms and Conditions of Use;

**Content** means information and content available on the Website;

**We** or **our** or **us** means Mastaplex Limited;

**Website** means the website currently located at [www.mastaplex.com](http://www.mastaplex.com), <http://mastaplexsystem.com>, or such other location as we may determine from time to time; and

**You** or **your** means the person who accesses or uses the Website or Content.

### 2. REGISTRATION AND WEBSITE USE

2.1 The Website is provided to individuals and organisations that wish to obtain information about us or our products and services, or that wish to register their Mastaplex lapbox units with us or update or maintain their registrations. We grant to you and you accept, a non-exclusive, non-sublicensable, non-transferable licence to access the Website and use the Content solely for such purposes.

2.2 To use the Website and access the Content, users will need compatible devices and operating systems, and internet access. It is your responsibility to ensure your software, hardware and systems are able to operate with the Website and Content.

2.3 You must not attempt to do any of the following things:

- (a) use the Website or Content in any unlawful manner;
- (b) damage, disable, interfere with or harm the Website, or any network or system underlying or connected to the Website, in any way whatsoever;
- (c) amend any Content, unless you are expressly permitted by us to do so;
- (d) modify, adapt, translate, reverse engineer or decompile any part of the Website, or any software comprising or underlying the Website, or in any manner attempt to derive the source code of any such software;
- (e) use any robot, spider, site search/retrieval application, or other device or technological process to retrieve or index any portion of the Website, except as expressly authorised by us in writing; or

- (f) encourage, assist or direct any other person to do any of the things set out in paragraphs (a) to (e) above.

If you do any of these things you will be responsible for any losses, damages, costs or expenses incurred or suffered by us as a result.

2.4 You acknowledge that:

- (a) the Website and Content are of significant commercial value to us and our licensors;
- (b) all copyright, trade marks, database rights and other intellectual property rights in the Website and Content are owned by us or our licensors; and
- (c) except as expressly stated in these Conditions, no right or licence is granted to you in relation to the Website or Content.

2.5 You must not do any of the following:

- (a) copy any of the Content unless expressly permitted by us to do so;
- (b) compile or extract the Content for the purpose of making such information available to others (whether as a directory or otherwise) with a view to a profit or for a fee or other consideration; or
- (c) use any proprietary trade mark of us or our licensors in a manner that is reasonably considered by us or our licensors to be a misuse or appropriation of that trade mark.

### **3. PRIVACY POLICY**

3.1 Personal information and other data collected during your use of the Website will be used, disclosed and held by us in accordance with our Privacy Policy. A copy of our Privacy Policy is available on our Website. You can also contact us to request a copy of our Privacy Policy.

3.2 You acknowledge that you have read our Privacy Policy and accept its terms and conditions. You acknowledge that our Privacy Policy may be amended or reviewed from time to time and that your accessing and use of the Website will constitute acceptance of any amendments or revisions to our Privacy Policy.

### **4. THIRD PARTY SITES**

4.1 We are not responsible for any content or information on any website that is linked to the Website (including any content or information on any website of any advertiser), as we have no control over such websites. We include such links for your convenience and you should not consider such linking as an endorsement by us of any business, product, service or information on that website.

### **5. LIABILITY**

5.1 We do not represent or warrant that the Website or Content will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion, and we disclaim any liability arising from such matters.

5.2 You acknowledge that neither we nor our licensors give any warranties or representations in relation to the Website or Content, either express or implied, including but not limited to any implied warranties relating to the operation or availability of the Website or Content. You acknowledge that:

- (a) you do not enter into these Conditions in reliance on any representation, warranty, term or condition except as expressly provided in these Conditions; and

- (b) any conditions, warranties or other terms implied by statute or common law are excluded from these Conditions to the fullest extent permitted by law.

5.3 In no event will we be liable (whether in contract, tort, negligence or in any other way) to you for:

- (a) loss of revenue or profit, loss of anticipated savings, loss of goodwill or opportunity, loss of production, loss or corruption of data or wasted management or staff time; or
- (b) loss, damage, cost or expense of any kind whatsoever that is indirect, consequential, or of a special nature,

arising directly or indirectly from your use or accessing of the Website or any Content, even if we had been advised of the possibility of such loss, damage, cost or expense, and even if such loss, damage, cost or expense was reasonably foreseeable by us.

5.4 In no event will our total liability under any claim of whatever nature arising directly or indirectly from your use or accessing of the Website or any Content exceed NZ\$10.00.

## **6. INDEMNITY**

6.1 You agree to defend, indemnify and hold harmless us and our officers, employees and agents against any and all liabilities, losses, damages, costs and expenses that may arise as a result of:

- (a) any breach by you of these Conditions;
- (b) any damage or injury to persons or property arising from your accessing or using the Website or Content in any unauthorised manner.

## **7. EXCLUSIONS**

7.1 None of the exclusions or limitations set out in these Conditions will have the effect of limiting or excluding any form of liability where such liability cannot be so limited or excluded under applicable law.

## **8. AMENDMENTS**

8.1 We may amend these Conditions from time to time. Notice of any such amendments will be announced on the Website and will be effective immediately, unless we state otherwise. You are responsible for reviewing the Website regularly to obtain timely notice of any such amendments.

8.2 Your continued use of the Website will constitute your acceptance of any changes or revisions to these Conditions.

## **9. GENERAL**

9.1 These Conditions embody the entire agreement of the parties in relation to the subject matter of these Conditions and supersede all prior understandings, communications and representations between the parties, whether oral or written.

9.2 You may not assign, transfer or sub-contract any of your rights or obligations under these Conditions, without first obtaining our written consent.

9.3 No amendment to these Conditions will be effective unless in writing and signed by an authorised representative of us.

9.4 These Conditions will be governed by the laws of New Zealand, and the parties submit to the non-exclusive jurisdiction of the Courts of New Zealand.