

WEBSITE USER TERMS AND GENERAL TERMS OF SUPPLY OF SERVICES



PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE

1. INFORMATION ABOUT US AND OUR SERVICES

- 1.1 The website at www.savvynetwork.co.nz ("Our Website") is a site operated by Savvy Network Limited ("We" or "Us" or "Our"). We are a limited liability company registered in New Zealand under company number 6040736.
- 1.2 In these General Terms, we refer to you as "You" or "Your". In addition
 - (a) You are a "Member" if you are an individual who has set up an account with us, to access our "Member Services" (as described on our Website); or
 - (b) You are a "Business", if you are a company or entity that has set up an account with us, to access our "Business Services" (as described on our Website).
- 1.3 The Member Services and Business Services (together called the "Services") are available for use or for purchase (as relevant) through our Website, but they are different, as follows:
 - (a) Member Services are available to Members only (not to Businesses) and are currently offered by us free of charge, but this may change in time, as detailed on our Website.
 - (b) Business Services are only available to Businesses, and not to Members. Certain Business Services may be free of charge, but most of them can only be purchased from Us for the fees detailed on the Website. The specific terms and conditions that apply to all Businesses using our Website, and for the prices, purchase and use of, any Business Services are called the "[Business Services Terms](#)" and they can be found [here](#). In addition, these General Terms will still apply to the use of our Website by any Business, and to the Services (see the next clause).

2. OTHER APPLICABLE TERMS AND CONDITIONS

- 2.1 In these General Terms we refer to the following additional terms and policies, which altogether with these General Terms are referred to as our "Terms and Conditions" and apply at all times to your use of our Website and/or any Services and any related dealings between us, regardless of whether you access our Website as a casual visitor or guest, or registered user (Member or Business) who has an account with us:
 - (a) Our [Privacy Policy](#), which sets out the terms on which we collect, use, store and process any personal information we collect from you, or that you provide to us;
 - (b) Our [Cookie Policy](#), which sets out information about the cookies and other such technology used in relation to our Website;
 - (c) Our [Business Services Terms](#), which set out additional terms and conditions which apply to any purchase and use of any Business Services by you, if you are a Business; and
 - (d) Any other policies we publish from time to time (whether specifically listed here or not).
- 2.2 Please read our Terms and Conditions carefully before you start to use our Website (including the Business Services Terms, if you are

a Business), as these will apply to your use of our Website and any arrangement we enter into with you for any Services (regardless of any other terms contained in any offer made by you, except to the extent we have expressly confirmed in writing our acceptance of those other terms). We recommend that you print a copy of all relevant documents for future reference.

- 2.3 Note that before you are able to access certain parts of our Website, or undertake some specific activities or use or order any Services through our Website, you may be required to expressly confirm your acceptance of particular parts of our Terms and Conditions, depending on the Services you are using. Despite any such express requirements for confirmation, by using our Website, you are deemed to have accepted our Terms and Conditions, and are bound by them, from the time you first start using our Website (even if you are a casual visitor or guest). If you do not agree to the applicable Terms and Conditions as necessary, you may not use our Website or use or purchase Services from us.

3. CHANGES TO THESE TERMS

- 3.1 We may revise our Terms and Conditions (or any part of any of them), or add further Terms and Conditions at our discretion, at any time by amending this page or the relevant document setting out any part of our Terms and Conditions.
- 3.2 Please check this page and the pages setting out other parts of our Terms and Conditions from time to time to take notice of any changes we made, as they are binding on you.
- 3.3 Where it is reasonably practicable in the circumstances, we will endeavour to give you prior notice of any material changes to any of our Terms and Conditions and provide you with a copy of the revised Terms and Conditions (or such part as has changed) either by the use of your email address provided to us or by another suitable means (including (without limitation) through a notice on our Website) which ensures that you will be able to take notice of the revised Terms and Conditions. We may also at our discretion require you to expressly confirm your acceptance of any revised Terms and Conditions but in any event, you will be deemed to have accepted any revised Terms and Conditions upon continuing to use our Website or any related Services after such changes have been published on our Website.

4. CHANGES TO OUR WEBSITE

- 4.1 We may update our Website from time to time at our sole discretion, and may change or discontinue the content at any time. However, please note that any of the content on our Website may be out of date at any given time, and we are under no obligation to update it or make sure it is current.

5. ACCESSING OUR WEBSITE AND SERVICES

- 5.1 Our Website is made available free of charge, although there may be charges for accessing or purchasing particular Services available through our Website. These charges will be detailed on the Website.
- 5.2 We do not guarantee that our Website, or any content on it or Services accessed through it, will always be available or be uninterrupted. Access to our Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Website and your access to Services without notice. We will not be liable to you if for any reason our Website or any Services

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are unavailable at any time or for any period.

- 5.3 You are responsible for making all arrangements necessary for you to have access to our Website and use the Services you need.
- 5.4 You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of our Terms and Conditions, and that they comply with them.
- 5.5 You may not use our Website or any Services we provide without accepting all applicable parts of our Terms and Conditions, and regardless may not use or access our Website or any Services we provide if you are (a) under 18 years of age; or (b) are in a country to which we do not provide our Services.

6. YOUR ACCOUNT AND PASSWORD

- 6.1 You will not be able to access many of the Services until you have created a valid account with us. When you set up an account, it is important that you provide us with all of the information we request, and that this information is correct, truthful, complete and current (even if that information is about another person). If you provide information or contact details for a third party (such as a referee), you must first have that person's express permission to do so. If we find out at any time that the information given did not meet these requirements, we may deny you the right to set-up an account initially, or once established, access or use an existing account or any Services through it. We have the right to apply any criteria or requirements we see fit for allowing any person or Business to set up an account with us, and can, at our discretion, reject any person or Business based on those criteria.
- 6.2 If you are a Business, you will have to register one or more authorised individuals (as directed) within that Business, and they alone will be able to access and use your account. We may require that each of those persons has their own separate login and password. You must ensure that only authorised individuals access and use your account, and you must tell us if an authorised individual leaves your Business (and we can ask you to appoint a replacement for them). In addition, you will be required to provide general contact details for the Business, so that we can contact your organisation if we are unable to contact your authorised individual(s).
- 6.3 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures for your account, you must treat such information as highly confidential and take all reasonable steps to keep that information secure and protected against unauthorised access. If given a choice of passwords, you must not choose any obvious password that is likely to be easily guessed or worked-out by someone else. You must not disclose passwords, user identification codes or other security information to anyone else.
- 6.4 We are allowed to disable any user identification code or password, whether chosen by you or allocated by us, at any time and without notice to you, if (in our reasonable opinion) you have failed to comply with anything in our Terms and Conditions.
- 6.5 If you know or suspect that someone else knows your user identification code or password, you must immediately notify us at info@savvynetwork.co.nz.
- 6.6 You are not allowed to transfer your account (or any feedback) to any other party without our prior consent.
- 6.7 We can cancel unconfirmed accounts or accounts which have (in our

opinion) been inactive for a long time – but we will make a reasonable effort to try and let the account holder know about this first.

- 6.8 We have the right to monitor activity and usage of your account. We can access and close down or disable or suspend your account, or contact any other user of our Website or Services on your behalf at any time, or decline or terminate any order for Services, if your account has been inactive for a reasonable length of time, we suspect it is being misused, or any action or inaction by you is detrimentally affecting the use of any Services by anyone else. We will use reasonable efforts to notify you first, but will not be obliged to.
- 6.9 All orders for Services must be made through your account, as per the Services ordering process detailed on the Website, and in addition, if you are a Business, in accordance with the ordering process set out in the Business Services Terms.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 We own, or have a license to use all intellectual property rights in our Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved, and everything on the Website is copyrighted unless noted otherwise.
- 7.2 You may print off one copy, and may download extracts, of any page(s) from our Website for your personal use. All other copying or downloading is prohibited without our prior written consent. If you print off, copy or download any part of our Website in breach of our Terms and Conditions, your right to use our Website will cease immediately and you must, at our option, return to us or destroy any copies of the materials you have made.
- 7.3 You must not modify or manipulate the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 7.4 Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged in relation to such content.
- 7.5 You must not use any part of the content on our Website for commercial purposes without obtaining a licence to do so from us (and a licence from the owner, if that is not Us).

8. NO RELIANCE ON INFORMATION

- 8.1 The content on our Website is provided for information that relates to our Services only. Depending on the Services you use, the content and information you access on the Website will also include information about, and provided by, other Members or Businesses (as relevant). This information and content is not intended to constitute advice that you should rely on in regards to employment or any other matters. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Website.
- 8.2 Although we make reasonable efforts to (where we consider it necessary) verify the content and information on or available through our Website and your use of the Services (including information provided by third parties and/or other Members or Businesses), and make sure it is correct and current and updated as necessary, we make no representations, warranties or guarantees, whether express or implied, that any content on our Website or available through your use of the Services is accurate, free from errors, complete or up-to-date.

- 8.3 You acknowledge that no information on or available through our Website and your use of the Services will constitute financial, investment, legal and/or other professional advice and that no professional relationship of any kind is created between you and us through your use of our Website. You also agree that you shall not make any financial, investment, legal and/or any other decision based in whole or in part on anything contained in or on our Website.
- 8.4 You acknowledge that no information available on or through our Website and your use of the Services will constitute business or employment advice. You must at all times make your own investigations, and use your own judgement when using any information available on or through the Website or use of any Services. You alone will be responsible for the decisions you make based on any such content or information, and we do not provide any guarantee that you will achieve any desired outcome from your use of the Services.
- 8.5 The opinions (if any) expressed on our Website are not necessarily our opinions and do not necessarily reflect the opinion of our employee(s), agents, contractors and/or our associated companies.
- 8.6 Any opinions or statements which are expressed by us on our Website are or have been rendered based on specific facts (which may have been provided to us by third parties and other Members or Businesses), under certain conditions, and subject to certain assumptions, and may not and should not be used or relied upon for any other purpose, including, but not limited to, for use in or in connection with any legal proceeding.

9. PROHIBITED USES

- 9.1 You are only allowed to use our Website and any Services for lawful purposes, and must not do, or attempt to do, any of the following:
- (a) Use our Website, or any Services:
- (i) If you are not able to form legally binding contracts, or are temporarily or indefinitely suspended from using our Website;
 - (ii) in any way that breaches any of your obligations under the Terms and Conditions, or any applicable local, national or international law or regulation, or which is illegal or fraudulent, or has any illegal or fraudulent purpose or effect;
 - (iii) for the purpose of harming or attempting to harm minors, any other Members or Businesses, or any third parties, in any way;
 - (iv) to send, knowingly receive, upload, download, use or re-use any material which does not comply with our Content Standards (see clause 12.1 below);
 - (v) to send, or arrange the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
 - (vi) to contact any person for any purpose other than strictly related to your use of the Services, or do so in any way that circumvents or hampers the proper process for the Services or our provision of them, or any other obligations you have to us; and/or
 - (vii) to knowingly transmit, send or upload any data or material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or computer code designed to adversely affect the operation of any computer software or hardware;
- (b) Use automated or other means to create multiple accounts or to

access, search or use our Website or any related Services other than by way of our official interface and/or APIs (application programming interfaces);

- (c) Collect information about users of our Website without having both their permission and ours;
- (d) Interfere with or disrupt any other user's access or use of our Website or Services;
- (e) Breach or otherwise circumvent any payment or security or authentication measures, systems, policies or any termination of your account;
- (f) Probe, scan or test the vulnerability of any system or network;
- (g) Reproduce, duplicate, copy, reverse engineer, re-sell or commercialise any part of our Website or our Services (or any content or information on, or any intellectual property contained in, either of them), or prepare derivative works from contents on our Website (whether belonging to us or any other party), except where you have our prior written permission;
- (h) Access without the proper authority, or interfere with, damage or disrupt:
 - (i) any part of our Website or the Services;
 - (ii) any equipment or network on which our Website is stored or that is used for any Services;
 - (iii) any software or hardware used in the provision of our Website or any Services; or
 - (iv) any equipment or network or software owned or used by any third party or other users of the Website or Services.

- 9.2 You must use the Website and any Services in accordance with the Terms and Conditions, and in accordance with all reasonable instructions and directions from us. You must act with openness, integrity, honesty, and in good faith at all times when using any Services, or dealing with any person (including another Member or Business) through, or in relation to any Services.

10. CONTENT UPLOADED BY YOU OR OTHER USERS OF OUR WEBSITE

- 10.1 Whenever you make use of a feature that allows you to upload information and content to our Website or in respect of any Services, or to make contact with or exchange any information with, us or any other Member, Business or users of our Website, you must comply with our Content Standards set out in clause 12 below.
- 10.2 You warrant to us that any such contributions will comply with those Content Standards, and you will be liable to us and indemnify us for and against any loss, damage, liability or expense we suffer as a result of your breach of this warranty.
- 10.3 You retain all of your ownership rights in any content you upload to our Website, but you are required to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties as required to perform our obligations and any Services we are required to provide to any person (but we must do this in accordance with our Privacy Policy). The terms of that license are set out in the following clause.
- 10.4 By uploading, transmitting, creating, posting, displaying or otherwise providing, submitting or exchanging any information, materials, documents, media files or other content (whether about yourself or

your Business, or any other person) on or through the Website or our Services ("User Content") you allow us (and our subsidiaries or related companies) to use the User Content to the extent required for the provision of the Services provided through our Website or for which the User Content was provided. In this respect you grant us and our subsidiaries an irrevocable, unlimited, worldwide, royalty-free, and non-exclusive license to copy, reproduce, adapt, modify, edit, collate, distribute, translate, digitize, publish, and display or make available the User Content ("User Content License"), BUT however, such User Content License will in any event be limited to the extent necessary for the provision of the Services provided through our Website and for which the User Content was provided, and will remain subject to our compliance at all times with any obligations we have to you regarding privacy, confidentiality and use of your intellectual property.

- 10.5 The User Content License includes a right for us (and our subsidiaries and related companies) to (a) perform all technical steps necessary to process and prepare the User Content for use in providing the Services, including any modification and/or adaption or collation required to provide the Services to you and/or to transmit or distribute the User Content to other users of our Services and (b) make available and sublicense the User Content to our Affiliates (as defined in our Terms and Conditions of Supply) as strictly necessary for the provision of the Services.
- 10.6 We do not claim ownership of your User Content and you will retain any copyright and any other rights to any User Content that you provide.
- 10.7 Any protection and enforcement of any intellectual property rights which exist or attach to your User Content are entirely your responsibility and we are not obliged to enforce your rights to your User Content on your behalf.
- 10.8 You are entirely responsible for backing up your User Content to another location outside the Website (e.g. by means of creating local copies or backups with specialized online backup services) to avoid potential loss of your User Content and other data, and we are in no way responsible to you if you do not do this, or if you do it incorrectly, or if fails in any way.
- 10.9 You are entirely responsible for your User Content and for any issues or consequences arising in connection with your User Content (including any loss or damage suffered or incurred by us and our subsidiaries or related companies). In particular, you warrant and represent to us that:
 - (a) You are the owner of all rights attaching to your User Content or are otherwise authorized to grant us the User Content Licence;
 - (b) Your User Content will not infringe any intellectual property of anyone else, or any other third party rights;
 - (c) Your User Content will not contain any material which is or may reasonably be considered to be harmful, inaccurate, untruthful, misleading or materially incomplete, pornographic, abusive, obscene, threatening, defamatory, or which is otherwise illegal or which does not comply with any applicable law or our content guidelines;
 - (d) Your User Content will not contain any viruses or other harmful software, code or similar means and devices which could damage, harm, disable or otherwise impact or limit the function and performance of our Website or related Services and/or any device accessing your User Content, regardless of whether any such device belongs to us or any other user or third party including servers,

networks, nodes or similar equipment;

- (e) Your User Content will comply and conform to any age classification rules and requirements (including accurate and adequate classification and rating of your User Content, as the case may be) under the laws and regulations of any country, including the country in which you are a resident and any other country from which you are using our Website or any Services; and
- (f) The use of your User Content by us or our subsidiaries and related companies will not impose any obligation upon us or our subsidiaries or related companies to pay any kind of monetary contribution (including licence fees, dues or otherwise) to any third party.
- 10.10 You agree to indemnify and hold harmless us and our subsidiaries and related companies from any loss, damage, liability or expense incurred by us and our subsidiaries as a result of any breach of the above warranties.
- 10.11 We also have the right to disclose your identity to any third party (including any other user of the Website or our Services) who claims that any content posted or uploaded by you to our Website constitutes a violation of their intellectual property rights, or of their right to privacy.
- 10.12 We will not be responsible, or liable to you or any third party, for the content or accuracy of any content posted by you or any other user of our Website, or any loss that you or any third party may suffer due to such content or inaccuracy (including any loss of opportunity). We can ask you to verify or substantiate any content you have provided at any time, if we think it is reasonably necessary (including if another user has requested that in respect of any Services).
- 10.13 We have the right to remove any posting you make on our Website (without providing notice to you) if, in our opinion, your post does not comply with the Content Standards.
- 10.14 The views expressed by other users on or through our Website do not represent our views or values.

11. INTERACTIVE SERVICES

- 11.1 From time to time we may provide interactive services on our Website for registered users, including, without limitation, chat rooms and bulletin boards and this may include forums for feedback or ideas for improving our Website and Services (any such services are collectively referred to as "Interactive Services").
- 11.2 If we do provide any Interactive Service, we will provide clear information to you about the kind of service offered, whether it is moderated and what form of moderation is used (including whether it is human or technical).
- 11.3 We will do our best to assess any possible risks for users from third parties when they use any Interactive Service provided on our Website, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in light of those risks. However, we are under no obligation to oversee, monitor or moderate any Interactive Service we provide on our Website, and we expressly exclude our liability for any loss or damage arising from the use of any Interactive Service by a user in contravention of our content standards, whether the service is moderated or not.
- 11.4 No person is allowed to use our Website and/or services if they are under 18 years of age.
- 11.5 Where we do moderate an Interactive Service, we will normally

provide you with a means of contacting the moderator, in case you have any concerns or difficulties.

12. CONTENT STANDARDS

- 12.1 The content standards described in this clause ("Content Standards") apply to any and all material of any kind which you contribute to our Website or provide to us or any other person (including another Business or Member) in respect of any Services ("Contributions"), and regardless whether contributed through any Interactive Services or otherwise.
- 12.2 You must comply with both the spirit and the letter of the Content Standards, which apply to each part of any Contribution (as well as the whole Contribution).
- 12.3 Contributions must be accurate and not materially incomplete or out of date (where they state facts), genuinely held (where they state opinions) and comply with all applicable law in New Zealand and in any country from which they are posted.
- 12.4 Contributions must not:
 - (a) Contain any material which is critical of us or which may be likely to damage our reputation or goodwill in any way (if you have any concerns or issues with us, those should be raised directly with us in private, and you may email us at info@savvynetwork.co.nz for that purpose);
 - (b) Contain any material which is defamatory of, or unduly damaging to, any person;
 - (c) Contain any material which is obscene, offensive, hateful or inflammatory;
 - (d) Promote sexually explicit material or violence;
 - (e) Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - (f) Infringe any copyright, database right, trade mark or other intellectual property right of any other person;
 - (g) Be likely to deceive or mislead any person or be a misrepresentation of any kind;
 - (h) Be made in breach of any legal duty owed to a third party, such as a contractual duty, fiduciary duty or a duty of confidence;
 - (i) Promote any illegal activity or activity in contravention of our Terms and Conditions;
 - (j) Be threatening, or abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety, or be likely to harass, upset, embarrass, alarm or annoy any other person;
 - (k) Be used to impersonate any person, or to misrepresent your identity or affiliation or current, future or past association with any person;
 - (l) Give the impression that they originate from or are authorised by us, if this is not the case; and/or
 - (m) Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

13. VIRUSES

- 13.1 Although our site is encrypted with SSL technology, we cannot and do not warrant or guarantee that our Website will be secure or free from bugs or viruses.
- 13.2 You are responsible for configuring your information technology, computer programmes and platform in order to enable access to our Website and use the Services, and for ensuring you obtain and use your own adequate virus protection software and measures.

- 13.3 You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of service attack. You acknowledge that by breaching this provision, you would commit a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. For the purpose of this clause, you authorise such disclosure. In the event of such a breach, your right to use our Website and any Services will also cease immediately.

14. LINKING TO OUR WEBSITE

- 14.1 You may link to the home page of our Website, provided you do so in a way that is fair and legal and does not damage our reputation (or that of any other users of the Website), take advantage of it or look to profit from it in a manner not expressly approved by us.
- 14.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part (or that of any other users of the Website) where none exists.
- 14.3 You must not establish a link to our Website in any other website that is not owned by you.
- 14.4 Our Website must not be framed on any other site, and you must not create a link to any part of our Website other than the home page.
- 14.5 We reserve the right to immediately withdraw any linking permission at any time without prior notice to you.
- 14.6 The website(s) you are linking to our Website must comply in all respects with our Content Standards.
- 14.7 If you wish to create any links to our Website other than expressly authorised above, please contact info@savvynetwork.co.nz

15. THIRD PARTY LINKS AND RESOURCES IN OUR WEBSITE

- 15.1 Where our Website contains links to other sites and resources provided by third parties, these links are provided for your information only.
- 15.2 We have no control over the contents of those sites or resources and assume no responsibility for that content. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

16. TRADE MARKS

- 16.1 The Savvy Network Logo, and all other trademarks, service marks, trade names, logos, domain names, URLs and icons ("Marks") appearing on our Website or in relation to our Services, and whether registered or not, are owned or controlled by Savvy Network Limited (or where applicable, other third parties who have licenced use of those Marks to us).
- 16.2 Nothing on our Website or in our Terms and Conditions grants you any right or license to use any of the Marks without the express written permission of both us and any applicable third party owners of the Marks. Unauthorized use may violate trademark, copyright, and other laws and regulations.

17. CONSUMER GUARANTEES ACT

- 17.1 You acknowledge that the Consumer Guarantees Act 1993 or any equivalent consumer protection legislation will not apply where you purchase any Business Services for the purposes of a business.

18. SUBCONTRACTING AND USE OF THIRD PARTIES BY US FOR PROVIDING SERVICES

- 18.1 We may subcontract the provision of the Services (or any part of them) to our selected partners, who may deal with you directly. We will remain responsible to you for the performance of the Services as applicable.
- 18.2 We will take all reasonable care to ensure that (a) we only subcontract with reputable parties and (b) appropriate contractual and practical arrangements are made to ensure you do not suffer as a direct result of any such subcontracting.

19. EVENTS OUTSIDE OUR CONTROL

- 19.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations to you under a contract for Services and/or any Terms and Conditions that is caused by any act or event beyond our reasonable control ("Event Outside Our Control").
- 19.2 If an Event Outside Our Control takes place that affects the performance of our obligations to you under a contract for services and/or any Terms and Conditions:
- (a) we will contact you as soon as reasonably possible to notify you; and
 - (b) our obligations to you will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our supply of Services to you, we will arrange a new supply date with you after the Event Outside Our Control is over.

20. SUSPENSION AND TERMINATION

- 20.1 We will determine, in our discretion, whether there has been a breach of our Terms and Conditions. When a breach has occurred, we may take such action as we deem appropriate.
- 20.2 Failure to comply with our Terms and Conditions may result in us taking all or any of the following actions:
- (a) temporary or permanent withdrawal of your right to use our Website and/or any Services;
 - (b) temporary or permanent removal of any posting or material uploaded by you to our Website or in respect of the Services;
 - (c) Issue of a warning to you and a request that you rectify that non-compliance;
 - (d) Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
 - (e) Further legal action against you; and/or
 - (f) Disclosure of such information to law enforcement authorities as we reasonably feel is necessary, but the potential responses are not limited to those described above, and we may take any other action we reasonably deem appropriate. We exclude all and any liability for actions taken in response to breaches of any contract for Services and/or our Terms and Conditions.

21. OUR OBLIGATIONS AND WARRANTIES TO YOU

- 21.1 Subject to clause 21.2, we will use reasonable efforts to ensure that:
- (a) our Website is reasonably available and functions as required for proper use of the Services (subject to reasonable maintenance requirements, outages, and any Events Outside Our Control); and
 - (b) Our Services are provided in a professional and timely manner, and to a high standard, and meet any specifications that expressly apply to those Services.
- 21.2 Unless otherwise expressly stated in our Terms and Conditions, we provide our Website and Services on an as-is basis only and exclude all warranties or conditions of any kind whether express or implied. In particular (but without limitation) we do not warrant or represent that:
- (a) Our Website or Services are fit for any purpose or will meet your requirements or expectations or are provided to you without any errors or deficiencies or that they are in compliance with any quality levels, as the case may be;
 - (b) Our Website and Services will be available to you at any time or provided to you without disruption, interruption or delay;
 - (c) Our Website or Services do not infringe any copyright or violate any laws or regulations whether in the country you are a resident or elsewhere in the World;
 - (d) Any information you obtain from us or through your use of our Website and/or the Services will be suitable, accurate, complete or reliable;
 - (e) That any deficiencies in our Website or the Services, including any defects in performance, operation or functionality will be fixed, corrected or otherwise remedied.
- 21.3 Documents or material (including any software or firmware updates) downloaded, installed or otherwise obtained through the use of our Website and any Services are provided by us "as is" and at your own risk. We are not responsible for any damage to any mobile phone, software, computer system, or other device or device's software, or any loss of data that results from the download and/or use of any such documents or material.
- 21.4 You are entirely responsible for any breach of your obligations under:
- (a) Our Terms and Conditions or any contract for Services you have with us; and/or
 - (b) Any applicable law or regulation in any relevant jurisdictions, and for the consequences of any such breach, including any loss or damage which you, us or any third party may incur or suffer as a result of such breach.

22. EXCLUSIONS AND LIMITATIONS OF OUR LIABILITY

- 22.1 To the maximum extent permitted by applicable law we exclude:
- (a) all conditions, warranties, representations or other terms (whether express or implied) which may apply to our Website or any Services supplied by us (other than any specific warranties we give in any Terms and Conditions from time to time);
 - (b) liability to any party (including (but not limited to) you) for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in

connection with:

- (i) use of, or inability to use, our Website or Services;
- (ii) use of or reliance on any content displayed on our Website or in relation to our Services;
- (iii) business interruption or loss of profits, or anticipated savings, sales, business, revenue, opportunity (including employment opportunities), goodwill or reputation relating in any way to the Website or any Services;
- (iv) damage to or corruption/loss of data;
- (v) losses suffered as a result of any relationship or transaction between you and any other party via the Website or any Services;
- (vi) any changes, modifications, extensions or limitations (including any suspension of your use of our Website or related Services), or any permanent or temporary cessation in the availability of our Website (or any part of it or any associated Services);
- (vii) loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or to your downloading of any content on it, or on any Website linked to it;
- (viii) the use of your account data by any person other than yourself through your failure to adequately protect your security details for accessing our Website; or
- (ix) any other indirect or consequential loss or damage whatsoever relating in any way to the Website or the Services.

22.2 To the extent that we are in fact found to be liable to you despite any clauses in these Terms and Conditions excluding such liability, our maximum aggregate liability to you will be limited to the greater of:

- (a) [an amount equal to [3 times] the price or fee actually paid to us by you for those Services that directly caused the relevant loss or liability]; and
- (b) [NZ\$3,500].

22.3 Nothing in this clause 22, or elsewhere in our Terms and Conditions or any contract for Services you have with us, excludes or limits our liability:

- (a) for death or personal injury arising from any breach of our obligations, or
- (b) for our fraud or fraudulent misrepresentation; or
- (c) for liability or obligations under the Consumer Guarantees Act 1993, or for any other losses or damages to the extent which they may not be lawfully excluded or limited by applicable law, and if the applicable laws do not allow the exclusion of certain warranties, terms or conditions or the limitation or exclusion of liability for certain types of loss or damage, the limitations and exclusions in our Terms and Conditions will be deemed to have been amended on that occasion to the extent necessary to ensure compliance with those applicable laws while still preserving to the maximum extent possible the original intent of the relevant provision, and our liabilities and warranties will be limited to the maximum extent permitted by applicable law.

23. ENTIRE AGREEMENT / NO REPRESENTATIONS

23.1 You acknowledge that in entering into any dealings with us, you do not rely on any statement, representation, assurance or warranty

(whether made innocently or negligently) that is not set out in our Terms and Conditions or a written contract entered into in accordance with our Terms and Conditions.

23.2 Our Terms and Conditions, and any written contract for Services entered into in accordance with our Terms and Conditions, constitute the entire agreement between you and us and supersedes and extinguishes any and all other or previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

24. RIGHTS OF THIRD PARTIES:

24.1 No other person will have any rights to enforce any contracts between you and us.

25. SEVERANCE

25.1 Each of the clauses in any of our Terms and Conditions documents operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, each relevant clause will be deemed to have been amended on that occasion to the extent necessary for it to comply with any applicable laws and regulations while still preserving to the extent possible the intent evidenced by the original drafting of the relevant clause, and to extent it cannot be so modified, that clause will be severed from the relevant document but the remaining clauses of that document will remain in full force and effect.

26. WAIVER

26.1 If we fail to insist that you perform any of your obligations under our Terms and Conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

27. ASSIGNMENT

- 27.1 Subject to the obligations expressed in our Privacy Policy, we may transfer our rights and obligations to another party at any time. We will use all reasonable efforts to notify you in writing or by posting on our Website if this happens.
- 27.2 You may only transfer your rights or your obligations to another person if we agree in writing to that transfer.

28. AUTHORITY

28.1 You warrant that you have authority to bind any party or entity on whose behalf you purport to use our Website or purchase Services from us.

29. CONFIDENTIALITY

29.1 You acknowledge that any details of our business, processes, methodologies, systems and business arrangements of any kind ("Confidential Information") which you come into knowledge of from time to time are likely to be commercially sensitive information and undertake that you will treat that information as our confidential property, and will not at any time, and either directly or indirectly, disclose, divulge or make unauthorized use of any Confidential

Information, except to the extent to which such Confidential Information:

- (a) Is publicly known at the time of its disclosure or being lawfully made available to them;
- (b) After such disclosure or information being made available to you, becomes publicly known otherwise than through a breach of this undertaking;
- (c) Is required by law, regulation or order of a competent authority (including any regulatory or governmental body or securities exchange) to be disclosed by you, provided that we are given reasonable advance notice of the intended disclosure.

29.2 You also acknowledge that any information that you obtain about any other person from your use of the Website and/or the Services must be treated as the confidential information of that person or company to which it relates, and that you will only use, keep and disclose that information as strictly necessary for properly using the Website and the Services, or as otherwise required by law.

30. COMMUNICATIONS BETWEEN US

30.1 When we refer, in our Terms and Conditions, to "in writing", this will include e-mail.

30.2 Any notice or other communication given by you to us, or by us to you, under or in connection with any contract under the Terms and Conditions shall be in writing and will be delivered personally, sent by pre-paid first class post or e-mail.

30.3 A notice or other communication will be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting domestically or the tenth business day if sent internationally or if sent by e-mail, one Business Day after transmission (subject to receipt confirmation in accordance with clause 30.4 below).

30.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the correct email address provided by the intended recipient, and a confirmation of delivery to that address (whether automated or personally generated) is received by the sender.

30.5 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

31. DISPUTES AND COMPLAINTS PROCEDURE

31.1 If you believe that any other user of the Website or the Services has breached any Terms and Conditions, or if you wish to make a complaint about us or any other user, you must notify us (but no other parties) as soon as possible of that breach or complaint, providing all relevant information. We will use reasonable efforts to resolve such a breach or complaint in good faith and as soon as possible, in any way that we deem appropriate (in our sole discretion), and our decision will be final.

32. APPLICABLE LAW

32.1 You and us both agree that our Terms and Conditions, and any contract for services you have with us, are governed by the laws of New Zealand, without regard to any conflict of laws provisions.

32.2 You and us both submit to the exclusive jurisdiction of the courts of New Zealand to resolve any legal matter arising from our Terms and Conditions, their subject matter, and any related disputes or claims, but agree that either party will still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction as may reasonably be considered necessary in the circumstances.

33. CONTACT US

33.1 To contact us, please email info@savvynetwork.co.nz

Thank you for visiting our Website and using our Services.