

# Website Terms of Use

## Robin Davies Consulting Limited

### 1. Application of Terms

- 1.1 These Website Terms of Use (Terms) apply to your use of [www.robindaviesconsulting.co.nz](http://www.robindaviesconsulting.co.nz) (the Website). By accessing and using the Website:
  - a. you agree to these Terms; and
  - b. where your access and use it on behalf of another person (e.g., a company), you confirm that you are authorised to, and do in fact, agree to these Terms on that person's behalf and that, by agreeing to these Terms on that person's behalf, that person is bound by these Terms.
- 1.2 If you do not agree to these Terms, you are not authorised to access and use the Website, and you must immediately stop doing so.

### 2. Changes

- 2.1 Robin Davies Consulting Limited trading as Robin Davies Consulting (we, us, our) may change these Terms at any time by updating them on the Website. Unless stated otherwise, any change takes effect immediately. You are responsible for ensuring you are familiar with the latest Terms. By continuing to access and use the Website, you agree to be bound by the changed Terms.
- 2.2 We may change, suspend, discontinue, or restrict access to the Website without notice or liability.
- 2.3 These Terms were last updated on 16 December 2022.

### 3. Your obligations

- 3.1 You must provide true, current and complete information in your dealings with us and must promptly update that information as required so that the information remains true, current and complete.
- 3.2 You must:
  - a. not modify, interfere with or damage the Website or any software or hardware underlying or connected to the Website; and
  - b. access the Website via standard web browsers only and not by any other method including scraping, deep-linking, harvesting, data mining, use of a robot or spider, automation, or any similar data gathering, extraction or monitoring method.
- 3.3 You must obtain our written permission to establish a link to the Website. If you wish to do so, email your request to [robin@robindaviesconsulting.co.nz](mailto:robin@robindaviesconsulting.co.nz).
- 3.4 You indemnify us against all Loss we suffer or incur as a direct or indirect result of your failure to comply with these Terms. Loss includes, without limitation, loss of profits, savings, revenue or data, and any other claim, damage, loss, liability and cost, including legal costs on a solicitor and own client basis.

### 4. Information

- 4.1 The purpose of the Website is to provide you with information about Robin Davies Consulting. While we have taken reasonable care to ensure that the information contained on the Website is complete and accurate, we do not make any warranties

in relation to such information and are not liable for any loss arising from reliance on such information.

## 5. Intellectual Property

- 5.1 We (and our licensors) own all proprietary and intellectual property rights in the Website, including, without limitation, all information, data, text, graphics, artwork, photographs, logos, branding, icons, sound recordings, videos and look and feel.
- 5.2 Your use of the Website and your use of and access to any content does not grant or transfer to you any rights, title or interest in relation to our intellectual property. You must not:
- a. copy or use, in whole or in part, any of our intellectual property;
  - b. reproduce, retransmit, distribute, display, disseminate, sell, publish, broadcast or circulate any of our intellectual property to any third party; or
  - c. breach any intellectual property rights connected with our intellectual property, including, without limitation, altering or modifying any of our intellectual property, causing any of our intellectual property to be framed or embedded in another website or platform, or creating derivative works from our intellectual property.

## 6. Disclaimers

- 6.1 To the extent permitted by law, we and our licensors have no liability or responsibility to you or any other person for any Loss in connection with:
- a. the Website being unavailable (in whole or in part) or performing slowly;
  - b. any error in, or omission from, any information made available through the Website;
  - c. any exposure to viruses or other forms of interference which may damage your computer system or expose you to fraud when you access or use the Website. To avoid doubt, you are responsible for ensuring the process by which you access and use the Website protects you from this; and
  - d. any site linked from the Website. Any link on the Website to other sites does not imply any endorsement, approval or recommendation of, or responsibility for, those sites or their contents, operations, products or operators.
- 6.2 We make no representation or warranty that the Website is appropriate or available for use in all countries or that the content satisfies the laws of all countries. You are responsible for ensuring that your access to and use of the Website is not illegal or prohibited, and for your own compliance with applicable local laws.

## 7. Liability

- 7.1 To the maximum extent permitted by law:
- a. you access and use the Website at your own risk; and
  - b. we are not liable or responsible to you or any other person for any Loss under or in connection with these Terms, the Website, or your access and use of (or inability to access or use) the Website. This exclusion applies regardless of whether our liability or responsibility arises in contract, tort (including negligence), equity, breach of statutory duty, or otherwise.
- 7.2 Except to the extent permitted by law, nothing in these Terms has the effect of contracting out of the New Zealand Consumer Guarantees Act 1993 or any other consumer protection law that cannot be excluded. To the extent our liability cannot be excluded but can be limited, our liability is limited to NZD100.
- 7.3 To the maximum extent permitted by law and only to the extent clauses 7.1 and 7.2 of these Terms do not apply, our total liability to you under or in connection with

these Terms, or in connection with the Website, or your access and use of (or inability to access or use) the Website, must not exceed NZD100.

## 8. Privacy Policy

- 8.1 We respect your privacy and understand protecting your personal information is important. Our Privacy Policy (available on the Website) sets out how we will collect and handle your personal information.

## 9. Suspension and termination

- 9.1 Without prejudice to any other right or remedy available to us, if we consider that you have breached these Terms or we otherwise consider it appropriate, we may immediately, and without notice, suspend or terminate your access to the Website (or any part of it).
- 9.2 On suspension or termination, you must immediately cease using the Website and must not attempt to gain further access.

## 10. General

- 10.1 If we need to contact you, we may do so by email or by posting a notice on the Website. You agree that this satisfies all legal requirements in relation to written communications.
- 10.2 These Terms, and any dispute relating to these Terms or the Website, are governed by and must be interpreted in accordance with the laws of New Zealand. Each party submits to the non-exclusive jurisdiction of the Courts of New Zealand in relation to any dispute connected with these Terms or the Website.
- 10.3 For us to waive a right under these Terms, the waiver must be in writing.
- 10.4 Clauses which, by their nature, are intended to survive termination of these Terms, including clauses 3.4, 5, 6, 7 and 10.1, continue in force.
- 10.5 If any part or provision of these Terms is or becomes illegal, unenforceable, or invalid, that part or provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity. If a modification is not possible, the part or provision must be treated for all purposes as severed from these Terms. The remainder of these Terms will be binding on you.
- 10.6 These Terms set out everything agreed by the parties relating to your use of the Website and supersede and cancel anything discussed, exchanged or agreed prior to you agreeing to these Terms. The parties have not relied on any representation, warranty or agreement relating to the Website that is not expressly set out in the Terms, and no such representation, warranty or agreement has any effect from the date you agreed to these Terms.