

WEBSITE TERMS OF USE

1. Preliminary

- 1.1 Welcome to our website. By accessing or using our services, you and the party you might represent hereby consent and agree to our terms, conditions, and policies contained within our Website Terms of Use.
- 1.2 If you do not agree to these Terms, you are not authorized to access and use the Website, and you must immediately stop doing so.
- 1.3 You may use our website for lawful purposes only. You may not use our website for any illegal or unauthorized purposes, including but not limited to the transmission of viruses, spam, or any other malicious software.
- 1.4 Any material downloaded or otherwise obtained through the use of the services is accessed at your own discretion and risk, and you will be solely responsible for any damage to your device or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from Mackwell or through or from the service will create any warranty not expressly stated in these Terms of Use.
- 1.5 We may change these Terms at any time by updating them on the Website. 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.
- 1.6 We may change, suspend, discontinue, or restrict access to the Website without notice or liability.
- 1.7 These Terms were last updated on *13th October 2023*.

2. Definitions

- 2.1. In these Terms:
 - a. "Including" and similar words do not imply any limit.
 - b. "Loss" includes 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.
 - c. "Personal information" means information about an identifiable, living person.
 - d. "Terms" means these terms and conditions titled Website Terms of Use.
 - e. "Underlying System" means any network, system, software, data, or material that underlies or is connected to the Website.
 - f. "User ID" means a unique name and/or password allocated to you to allow you to access certain parts of the Website.

- g. "We," "us," or "our" means Mackwell & Co. Ltd.
- h. "Website" means <https://mackwell.co.nz/> and all our brand sites.
- i. "You" means you or both you and the other person on whose behalf you may be acting.

3. Your Obligations

- 3.1. You must provide true, current, and complete information in your dealings with us wherever applicable (including when setting up an account) and must promptly update that information as required so that the information remains true, current, and complete.
- 3.2. If you are given a User ID, you must keep your User ID secure. Do not permit any other person to use your User ID (including not disclosing or providing it to any other person) and immediately notify us if you become aware of any disclosure or unauthorized use of your User ID by sending an email to info@mackwell.co.nz.
- 3.3. You must:
 - a. not act in a way or use or introduce anything (including any virus, worm, Trojan horse, time bomb, keystroke logger, spyware, or other similar feature) that in any way compromises, or may compromise, the Website or any Underlying System, or otherwise attempt to damage or interfere with the Website or any Underlying System; and
 - b. unless with our agreement, access the Website via standard web browsers only and not by any other method. Other methods include scraping, deep-linking, harvesting, data mining, use of a robot or spider, automation, or any similar data gathering, extraction, or monitoring method.
- 3.4. You must obtain our written permission to establish a link to our Website. If you wish to do so, email your request to info@mackwell.co.nz
- 3.5. You indemnify us against all Loss we suffer or incur as a direct or indirect result of your failure to comply with these Terms, including any failure of a person who accesses and uses our Website by using your User ID.

4. Intellectual Property

- 4.1. We (and our licensors) own all proprietary and intellectual property rights on the Website (including all information, data, text, graphics, artwork, photographs, logos, icons, sound recordings, videos, and look and feel), and the Underlying Systems. This property is further protected by copyright laws, and you may not use or reproduce our content without our express written consent.

5. Disclaimers & Indemnity

- 5.1. We are not responsible for any damages arising from your use of our website or services. This includes, but is not limited to, indirect, incidental, or consequential damages.

- 5.2. You expressly understand and agree that your use of the service is at your sole risk.
- 5.3. To the maximum extent permitted by law:
- a. 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.
 - b. 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 NZD 100.
- 5.4. To the maximum extent permitted by law and only to the extent that indemnification clauses may 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 NZD 100.
- 5.5. 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.
- 5.6. 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.

6. General

- 6.1. 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.
- 6.2. Clauses that, by their nature, are intended to survive termination of these Terms, continue in force.
- 6.3. 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.

- 6.4. 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.
- 6.5. These terms, conditions, policies, and your use of our website are governed by the laws of New Zealand.

DATA PRIVACY POLICY

7. Data Privacy Policy

- 7.1. You must provide true, current, and complete information in your dealings with us (including when setting up an account) and must promptly update that information as required so that the information remains true, current, and complete.
- 7.2. When you provide personal information to us, we will comply with the New Zealand Privacy Act 2020.
- 7.3. The personal information you provide to us (including any information provided if you register for an account) is collected and may be used for communicating with you, statistical analysis, the marketing by us of products and services to you, credit checks (if necessary), and research and development.
- 7.4. We may also collect technical information whenever you log on to or visit the public version of our Website. This may include information about the way users arrive at, browse through, and interact with our Website. We may collect this type of technical information through the use of any cookies or other means. Cookies are alphanumeric identifiers that we transfer to your computer's hard drive to enable our systems to recognize your browser. If you want to disable cookies, you may do so by changing the settings on your browser. However, if you do so, you may not be able to use all of the functions on the Website. We use the technical information we collect to have a better understanding of the way people use our Website, to improve the way it works, and to personalize it to be more relevant and useful to your particular needs. We may also use this information to assist in making any advertising we display on the Website more personalized and applicable to your interests.
- 7.5. Generally, we do not disclose personal information to third parties for them to use for their purposes. However, some of the circumstances in which we may do this are:

- a. to service providers and other persons working with us to make the Website available or improve or develop its functionality (e.g., we may use a third-party supplier to host the Website);
 - b. in relation to the proposed purchase or acquisition of our business or assets; or
 - c. where required by applicable law or any court or in response to a legitimate request by a law enforcement agency
- 7.6. Any personal information you provide to us may be stored on the secure servers of our trusted service providers, which may be located outside New Zealand. This may involve the transfer of your personal information to countries that have less legal protection for personal information than New Zealand.
- 7.7. You have the right to request access to and correction of any of the personal information we hold about you. If you would like to exercise these rights, please email us at info@mackwell.co.nz.

8. Expression of Interest form

- 8.1. Here we collect the following information: Full name; Email address; Phone number; and Country. You may also choose to provide your Company/Organisation.
- 8.2. We collect this data using two third-party organisations WordPress and WPMU DEV. Both incorporate extensive professional security measures to ensure secure information. Neither party tracks, sells or shares any user data.
- 8.3. We store personal data in a format that is easy to understand and share as the user directs. We will not share your personal data without your informed consent and for a specific purpose or unless one of the following circumstances applies:
- a. It is necessary to comply with legal obligations, such as a court order or subpoena,
 - b. It is necessary for the performance of a contract between the individual and the business,
 - c. It is necessary to protect the vital interests of the individual or another person,
 - d. It is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in Mackwell & Co. Limited,
 - e. It is necessary for the legitimate interests of Mackwell & Co. Limited, provided that these are not overridden by the interests or rights and freedoms of the individual.

9. Data Retention

- 9.1. We will retain your personal data for as long as necessary to fulfil the purposes outlined in this Privacy Policy. When your personal data is no longer necessary, we will delete it in a secure manner.

10. Suspension and Termination

- 10.1. 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).
- 10.2. On suspension or termination, you must immediately cease using the Website and must not attempt to gain further access.

11. Severability

- 11.1. If any provision of this Privacy Policy is held to be invalid, void, unenforceable, or illegal for any reason, such provision shall be deemed to be severed from this Privacy Policy, and the remaining provisions shall continue in full force and effect.