

## **WEBSITE TERMS OF USE**

### **1. Definitions**

1.1. In these Terms of Use:

- (a) **Us, we, our** or **EIS** means Electrical Inspection Services Limited.
- (b) **Website** means 2inspect.co.nz

### **2. Terms**

- 2.1. The terms of use set out below ("**Terms** ") govern your use of the Website. By using the Website, you must accept and abide by the Terms. If you do not accept the Terms, you are not permitted to use the Website and you must refrain from using it.
- 2.2. If you have any complaints or questions regarding the Website or the Terms you can contact EIS at 2inspect.co.nz
- 2.3. We reserve the right to make changes to these Terms which will be effective once they are published on this site. You should revisit this area of the Website regularly to check the Terms.

### **3. Use of the Website by you**

- 3.1. You agree to only use the Website for purposes permitted by the Terms. You are responsible for all equipment and software used to access the Website.
- 3.2. You must not:
  - (a) use the Website directly or indirectly for any activity which breaches any laws, infringes a third party's rights, is unlawful, or breaches the Terms;
  - (b) tamper with, hinder the operation of or make unauthorised modifications to the Website;
  - (c) knowingly transmit any virus or other disabling feature to the Website;
  - (d) modify, adapt or hack the Website or modify another website so as to falsely imply that it is associated with us.
  - (e) engage in any other conduct that we may advise that we consider (in our absolute discretion) breaches these Terms or is otherwise inappropriate for the Website.

### **4. Disclaimers**

- 4.1. The Website is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied.
- 4.2. The Company does not represent or warrant that the Website or the servers are free of Viruses or other harmful components, including that it may be hacked;
- 4.3. The Company is not responsible for errors or omissions in any information or materials contained on the Website.
- 4.4. While the Company attempts to make access and use of the Website safe, the Company cannot and does not represent or warrant that the Website or any content or materials are free of viruses or other harmful components – Therefore you should use virus detection software to protect against viruses, spyware, malware and other harmful or otherwise undesirable components.
- 4.5. Company reserves the right to change any and all content contained in the Website at any time without notice.

4.6. To the extent permitted by law, we (and our officers, employees, agents or related bodies corporate) exclude all liabilities (including in contract, for negligence or otherwise) for any loss, damage (whether direct or consequential), costs or expenses suffered by you or claims made against you in connection with, however caused your use of the Website, any lack of availability, interruption, delay in operation, virus, internet access difficulties, or equipment malfunction in relation to the Website, any failure to provide the Website.

## **5. Linked Sites**

5.1. The Website may contain links to external sites. Those sites are not part of the Website and, unless otherwise indicated, are not under our control. No link appearing in the Website and no external sites linked to the Website is endorsed by EIS and no responsibility is taken for material in them. You agree that by accessing any linked site you are doing so at your own risk and you agree to fully indemnify EIS against any liability arising out of your accessing any linked site.

## **6. Intellectual Property**

6.1. You acknowledge that copyright, trade marks and all other intellectual property rights (“IP”) in the Website or displayed or available through the Website belongs to EIS or other third parties.

6.2. You are not granted a licence to use any of the IP contained on the Website, unless you have specifically been granted permission by EIS.

## **7. Indemnity**

7.1. To the maximum extent permitted by law, you specifically agree to indemnify and hold EIS and its affiliates, employees, agents, representatives and third party service providers, harmless from any and all claims and liabilities relating to your use of the Website or its use by any person on your behalf. For the purposes of this paragraph Website includes any linked sites.

## **8. Privacy**

8.1. You acknowledge that you have read and understood the terms of our Privacy Policy.

## **9. Severability**

9.1. The illegality, invalidity or unenforceability of any part of the Terms will not affect the legality, validity or enforceability of the remainder.

## **10. Termination**

10.1. We may cease operating the Website, or any part of the Website, at any time in our sole discretion.

10.2. We reserve the right to immediately suspend, limit, cancel or disable your access from the Website without prior notice in the event that you fail to comply with these Terms or we otherwise deem it necessary at our sole discretion.

## **11. Law**

11.1. These Terms are governed by, and construed in accordance with the law in force in New Zealand. The parties submit to the exclusive jurisdiction of the New Zealand courts for any proceedings in connection with these Terms.