

THE LINES COMPANY LIMITED
WEBSITE TERMS AND CONDITIONS OF USE

Last Updated: 7 September 2018

These general terms and conditions apply to all users of The Lines Company Limited's website (the "**Website**"). References in this Policy to "we", "our", "us" or similar are references to The Lines Company Limited.

Use of our Website is subject to the following terms and conditions of use and all applicable laws. By viewing and using the Website you are deemed to agree to these terms and conditions of use without qualification. If you do not agree to be bound by these terms and conditions, you must stop accessing and using the Website.

1. **Users outside New Zealand:** The Website is operated by The Lines Company Limited from New Zealand. The information on the Website may not be appropriate or available for use in other jurisdictions. Access to this Website from territories where the materials on, or services available through, this Website are illegal or restricted is prohibited. If you choose to access the Website from a jurisdiction other than New Zealand, you do so on your own initiative and you are responsible for compliance with any applicable laws of that jurisdiction. You acknowledge that any products and services sold under this Website are subject to the export control laws and regulations of New Zealand.
2. **Privacy policy and personal information:** Information collected through the Website may include your personal information, and you agree to the terms of our [privacy policy](#). By registering on the Website, you consent to receiving marketing, promotional and other material by way of electronic messages from us. You may opt out of marketing emails at any time by using the opt-out link in an email or by contacting us at the email address listed below.
3. **Copyright, Trademarks and Limited Reproduction Notices:** The design and contents of the Website are the copyright of The Lines Company Limited or suppliers to us. No part of the Website may be distributed or copied for any commercial purpose and you are not permitted for any purpose to incorporate the contents of the Website or any part of it in any other work or publication (whether in hard copy, electronic or any other form) without our prior written consent. Further, you may not copy, use, remove or alter any trademarks or logos that appear on the Website or on any content on the Website.
4. **Links Provided:** The contents of the Website may include links to third party materials. We will not be responsible for the contents of any linked sites or be liable for any direct or indirect loss or damage suffered by you from accessing, using, relying on or trading with third parties. The linked sites are provided to you only as a convenience, and the inclusion of any linked site does not imply any endorsement of it by us or any association with its operators.
5. **Links to our Website and Framing:** We reserve the right to prohibit links to the Website and you agree to remove or cease any link upon our request. You may not frame any part of the Website content by including advertising or other revenue generating material.
6. **Advertising:** Any dealings with any advertiser appearing on the Website are solely between you and the advertiser or other third party. We are not responsible or liable for any part of any such dealings or promotions.
7. **Disclaimer:**

- (a) **General Information:** We make the Website and its information and content available to you as a service. The Website is intended to provide general information about us and the services we offer. Use of information and content contained on the Website is at your own risk. We are not responsible for any adverse consequences arising out of such use. The content provided on the Website has not been prepared by taking into account the particular objectives, situation or needs of any individual users.
 - (b) **Changes:** We reserve the right to change any aspect of the information available on the Website (including images and price) at any time without notice.
8. **Exclusion of liability:** To the fullest extent permitted by law, we exclude:
- (a) all warranties and representations in relation to the Website (including in any content on the Website and services provided through the Website) whether express, implied, statutory or otherwise and we will not be responsible for any errors or misstatements in the Website; and
 - (b) all liability in relation to the Website whether in contract, tort (including negligence) or otherwise, for any loss or damage however caused (including direct, indirect, consequential or special loss or damage, loss of profits, loss of data, loss of savings and loss of opportunity).
9. **Indemnity:** You will take all necessary action to defend and indemnify us and our officers and employees against all costs, expenses and damages incurred in connection with any claim brought by a third party against us arising from a breach by you of any of these terms and conditions.
10. **Prices:** Any prices available on the Website are displayed in New Zealand dollars, inclusive of goods and services tax (GST).
11. **Registration and accounts:** Before you can access certain services and information available through the Website, you must register as a qualified customer. We have the absolute discretion to refuse your registration for any reason whatsoever. If your registration is accepted, we will issue you with an available user name and password. Where you complete a registration in relation to the Website:
- (a) **Password security:** You will ensure that all usernames and passwords required to access the Website are kept secure and confidential and you will notify us immediately of any unauthorised use of your password or any other breach of security.
 - (b) **Account transfer:** You may not transfer your account to another user or maintain more than one account with us without our consent.
 - (c) **Registration data:** You confirm that the data you provided to us on registering as a registered user was at the time you provided it current, complete and accurate, and you agree to maintain and update the data as required to keep it so.
 - (d) **Reliance upon password:** You will be liable for every transaction and instruction made under your username and password. You release us from and renounce any claim in respect of or arising from any reasonable reliance by us upon any use of your password, including us disclosing information relating to your registration and/or affairs with us. You agree to indemnify and hold us, our officers and

employees harmless from any claims, actions, costs (including legal costs), or losses by us or any third party due to or arising out of reasonable reliance by us or any third party upon any acts carried out, requests made or information provided through the use of your password.

- (e) **Suspension and termination:** We may, at our sole discretion, suspend or terminate your account and limit your access to the Website.

12. **Prohibited conduct:** You must not do any of the following when you use the Website:

- (a) take any action that in our opinion imposes an unreasonable load on the infrastructure of the Website, including but not limited to "spam" or other such unsolicited e-mailing techniques;
- (b) use the Website for any purpose that is unlawful or prohibited by these terms and conditions; or
- (c) access the Website servers (other than by connecting by HTTP requests using a web browser) or otherwise disrupt or interfere with the operation of the Website and its associated software, hardware and servers in any way (or attempt to do so).

13. **Change to terms of use:** We reserve the right to change these terms and conditions of use at any time by notifying users of the existence of the amended terms and conditions through the Website. By continuing to access the Website, you agree to be bound by the amended terms and conditions.

14. **No Relationship:** These terms and conditions will not be deemed to create a partnership, joint venture, agency or employment relationship of any kind between us and you.

15. **General:** If at any time we do not enforce any of these terms or conditions or grant you time or other indulgence, we will not be construed as having waived that term or condition or our rights to later enforce that or any other term or condition. Further, if any part or provision of these terms and conditions is deemed to be invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part of provision. The remaining terms and conditions will be binding on the parties.

16. **Law:** These terms and conditions are governed by and will be construed in accordance with the laws of New Zealand and you submit to the exclusive jurisdiction of the Courts of New Zealand.

17. **Contact:** If you have any questions or concerns in relation to the Website or these terms and conditions please contact please contact us at the following address:
info@thelines.co.nz.