

WEBSITE TERMS OF USE

1. Introduction

1.1 Tenancy Information New Zealand (**TINZ**) operates three websites:

- (a) this Website tinz.net.nz – for landlords;
- (b) the TINZ rental website (www.housestorent.co.nz) – for landlords and tenants; and
- (c) the TINZ tenant website (www.tenant.net.nz) – for tenants.

1.2 By accessing, browsing or using any of the TINZ websites, you (a **User**) agree to be bound by:

- (a) these Website Terms of Use;
- (b) the TINZ Privacy Policy; and
- (c) any other terms and conditions that you expressly agree to (such as the applicable TINZ Subscriber Agreement if you become a TINZ member),

(together the **TINZ Agreement**).

2. Changing the TINZ Agreement

2.1 We may amend any aspect of the TINZ Agreement at our sole discretion. We will notify you of changes by publishing updates on our Website or by email communication. By continuing to access this Website you agree to be bound by the amended TINZ Agreement. You should check from time to time to see if any part of the TINZ Agreement has been updated.

3. Responsibility

3.1 This Website is provided to you on an “as is” and “as available” basis. To the extent permitted by law, we disclaim and exclude all implied conditions or warranties, including any warranties of fitness for a particular purpose and non-infringement. We do not warrant that:

- (a) the content on this Website or its operation will be accurate, reliable, uninterrupted, timely, secure, or error-free; or
- (b) that any information (including feedback) provided on the Website is error-free or reliable.

We will try to address any technical issues that arise on the Website as soon as possible during normal business hours.

3.2 Responsibility for the content of any advertisements appearing on this Website rests solely with the advertisers. The placement of such advertisements on the Website does not constitute our recommendation or endorsement of the advertised product or service. Each advertiser is solely responsible for any representation made in connection with its advertisement.

3.3 This Website may contain links to the websites of other entities not connected to TINZ (**Third Party Sites**). We do not control and are not responsible for the Third Party Sites, nor do we endorse or make any representations about those sites or their content. If you access any of the Third Party Sites linked to this Website, you do so entirely at your own risk.

4. Intellectual Property and rights to Site Content

4.1 We (or our licensors) own all rights to this Website and all the content displayed on this Website whatever its nature (the **Site Content**). You may not use or reuse in any form or by any means, any Site Content without our express prior written consent. Nothing on this Website should be interpreted as granting (by implication or otherwise) any license or right to use any of the Site Content or trademarks displayed on this Website, including by linking or framing. We prohibit the

use of any of our trademarks as part of a link to or from any other website unless establishment of such a link is approved in writing by us in advance.

4.2 Without limiting clause 4.1, you must not directly or indirectly use any Site Content for the purpose of building, improving or providing any product or service that competes with all or any part of the TINZ Services or has similar features or functionality.

4.3 All rights not expressly granted to Users in these Terms are expressly reserved by TINZ.

5. **Unauthorised use or interference with the Website**

5.1 You may not use a robot, spider, scraper or other unauthorised automated means to access the Website or information featured on it, or harvest information from the Website, for any purpose.

5.2 When you use the Website and TINZ Services you must comply with all applicable laws and not use an anonymous proxy or other technique to prevent us from identifying your location or your IP address.

5.3 You must not take any action which may disrupt access to, cause damage to, or interfere with the proper operation of this Website, including any action that may result in the introduction of any viruses, trojan-horse type programs, malware or any other material which is malicious or harmful.

5.4 You may not access or use this Website if you are directly or indirectly involved (in any capacity) in the operations of a service that competes with TINZ Services.

6. **Limitation of liability**

6.1 If you are using, or holding yourself out as using, the Website "in trade" (as defined in the Consumer Guarantees Act 1993 (**CGA**)), the provisions of the CGA do not apply to any services we provide to you. If you are not using or holding yourself out as using the Website "in trade", nothing in these Terms will exclude, restrict or modify any guarantee, right or remedy that you may have under the CGA.

6.2 To the extent permitted by law, TINZ excludes all liability for any direct or indirect loss, damages, costs or expenses, whether in tort (including negligence), contract or otherwise, which you or any other person may suffer or incur in connection with your use or inability to use this Website, including any fraudulent or other unauthorised registration for or use of your TINZ account.

7. **Breach of the TINZ Agreement**

7.1 You indemnify TINZ for all claims (however arising), losses, costs and expenses (of whatever nature and including legal fees on a solicitor and own client basis) incurred by us and/or our related parties in connection with any third party claim of any kind arising out of your breach of the TINZ Agreement.

7.2 Without limiting the foregoing, we may limit or suspend your activities on the Website, remove any content, warn other members of your actions, issue a warning to you, suspend or terminate your membership, or refuse to provide our services to you if you breach these Terms or where TINZ (acting reasonably) considers it appropriate.

8. **Foreign use of this Website**

8.1 We make no representation or warranty that this 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 this Website is not illegal or prohibited in your relevant country.

9. **General**

9.1 You consent to receive any notices and other communications from us electronically including by e-mail or by posting notices on this Website.

- 9.2 You must not transfer your rights or obligations under the TINZ Agreement to any other person.
- 9.3 No delay or failure by TINZ to exercise a right under the TINZ Agreement prevents the exercise of that right or any other right on that or any other occasion.
- 9.4 The TINZ Agreement is the entire agreement between you and TINZ relating to the subject matter of the TINZ Agreement and supersedes any other agreement you have with TINZ relating to the subject matter of the TINZ Agreement.
- 9.5 Neither of us is liable for a failure or delay in performing an obligation under the TINZ Agreement to the extent the failure or delay is because of an event beyond our reasonable control.

10. Interpretation

- 10.1 In the TINZ Agreement: references to a party includes their permitted assignees, transferees and successors; the singular includes the plural (and vice versa); references to "includes" or "including" do not have a limiting effect; headings are for convenience only and will not affect interpretation and if any term of the TINZ Agreement is illegal, invalid or unenforceable, then, where that term can be modified to give it a valid and enforceable operation of a partial nature, it must be modified to the minimum extent necessary to achieve that result. In any other case the term must be severed from this agreement, in which event the remaining terms operate as if the severed provision had not been included.
- 10.2 The TINZ Agreement is governed by and is to be construed according to the laws of New Zealand and each party submits to the exclusive jurisdiction of the courts of New Zealand.

LAST UPDATED: 8 August 2017