

## **GPS NEW ZEALAND LIMITED - Website, Product and Services - Use Terms and Conditions**

By accessing the GPS NEW ZEALAND LIMITED website, you agree that these terms and conditions apply to your use of the website, products and services, field apparatus and field technology.

### **For the purposes of this agreement:**

“GPS NEW ZEALAND LIMITED”, “We”, “Our”, “Us” “Us” refer to electronic services or products, hardware services, products or materials provided by GPS New Zealand Limited or any third party, including physically placed in machinery, vehicles, or on/in any other placement.

“You” and “Your” refer to you, or your company/organisation.

## **PRIVACY**

When you visit our website, our webhosting servers collect some technical information about you (e.g. web browser type, IP address) and also track which pages you visit on our site. We use these logs mainly for the purpose of troubleshooting, and they are frequently purged. Unless you are logged in to our website with a username and password, it is not possible for us to identify you from the information stored in these logs.

## **TERMS & CONDITIONS AND WEBSITE CHANGES**

GPS NEW ZEALAND LIMITED may review and update these Terms & Conditions from time to time, and will give you notice on the website of any changes. By continuing to use the website, you are accepting such changes. GPS NEW ZEALAND LIMITED also reserve the right to change, modify, suspend or discontinue any or all parts of the website or web application from time to time, and at any time.

## **GENERAL**

Termination of this agreement will not end those provisions that are capable of surviving the ending of this agreement. If any part of this agreement is deemed invalid, that part shall be severed from this agreement and the remainder of this agreement will continue to be valid and enforceable. New Zealand Law sitting in Christchurch govern this agreement. You irrevocably submit to the exclusive jurisdiction of the New Zealand Law, its Courts and its Appellate Courts.

## **INFORMATION FOR YOUR USE ONLY**

The site is for your use only and cannot be sold, used commercially or redistributed. You may not use data gathering and extraction tools, robots, scraping, data mining, screen or similar on the GPS NEW ZEALAND LIMITED website. You must not use the GPS NEW ZEALAND LIMITED site for any purpose that is unlawful or prohibited by these Terms and Conditions.

## **INTELLECTUAL PROPERTY OWNERSHIP**

You agree that GPS NEW ZEALAND LIMITED shall own and retain all right, title and interest and intellectual property rights and such rights are protected by New Zealand and international intellectual property laws. All material published on the website belongs to GPS NEW ZEALAND LIMITED (unless otherwise stated).

## **HARDWARE PROPERTY**

You agree that GPS NEW ZEALAND LIMITED shall own and retain all right, title and interest of hardware supplied to you.

## **WEBSITE INFORMATION DISCLAIMER**

The information contained on the GPS NEW ZEALAND LIMITED website is for general information and use only. GPS NEW ZEALAND LIMITED make every effort to ensure that the content of the website is current and free of error, but cannot guarantee the content will be accurate, complete or fit for any particular purpose. Content on this website is not intended to be a substitute for professional advice or commercial practices or commercial judgement.

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GPS NEW ZEALAND LIMITED cannot guarantee the website and web application will be uninterrupted, unrestricted or without delay from time to time, including outages of field apparatus or field technology. GPS NEW ZEALAND LIMITED will not be liable for damages or refunds in these circumstances. To the full extent legally allowable, GPS NEW ZEALAND LIMITED disclaims all responsibility for damages or losses (including financial loss, loss of revenue, loss of profits or savings, indirect or consequential losses) arising in contract, tort (including negligence) or otherwise from your use of, or inability to use, our website, including our online service. This disclaimer also applies to any material appearing on our website, or from any action or decision taken as a result of using our website, including our web application, field apparatus, field technology, products or services.

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## **CORRESPONDENCE**

The information that you provide to GPS NEW ZEALAND LIMITED must be correct and complete, and it is your responsibility to notify GPS NEW ZEALAND LIMITED of any changes. GPS NEW ZEALAND LIMITED will not be held liable for any loss, damage or consequence as a result of inaccurate or incomplete information you have provided. Communications from GPS NEW ZEALAND LIMITED will be sent to the email address you have provided.

## **CONTACT US.**

Please contact us if you have any queries about these Terms and Conditions.

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