

WEBSITE TERMS AND CONDITIONS OF USE

About the Website

Welcome to <https://www.bpwgisborne.org.nz/> (the '**Website**'). The Website provides you with an opportunity to browse and purchase various products that have been listed for sale through the Website (the '**Products**'). The Website provides this service by way of granting you access to the content on the Website (the '**Purchase Services**').

The Website is operated by Gisborne Business and Professional Women's Club Incorporated (NZBN 9429042962267). Access to and use of the Website, or any of its associated Products or Services, is provided by Gisborne Business and Professional Women's Club Incorporated. Please read these terms and conditions (the '**Terms**') carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of Services, immediately.

Gisborne Business and Professional Women's Club Incorporated reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Gisborne Business and Professional Women's Club Incorporated updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

Acceptance of the Terms

You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by Gisborne Business and Professional Women's Club Incorporated in the user interface.

Registration to use the Purchase Services

In order to access the Purchase Services, you must first register as a user of the Website. As part of the registration process, or as part of your continued use of the Purchase Services, you may be required to provide personal information about yourself (such as identification or contact details), including:

Email address

Preferred username

Mailing address

Telephone number

Password

You warrant that any information you give to Gisborne Business and Professional Women's Club Incorporated in the course of completing the registration process will always be accurate, correct and up to date.

Once you have completed the registration process, you will be a registered member of the Website ('**Member**') and agree to be bound by the Terms. As a Member you will be granted immediate access to the Purchase Services.

You may not use the Purchase Services and may not accept the Terms if:

you are not of legal age to form a binding contract with Gisborne Business and Professional Women's Club Incorporated; or

you are a person barred from receiving the Purchase Services under the laws of New Zealand or other countries including the country in which you are resident or from which you use the Purchase Services.

Your obligations as a Member

As a Member, you agree to comply with the following: You will use the Purchase Services only for purposes that are permitted by:

the Terms;

any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;

you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Purchase Services;

any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify Gisborne Business and Professional Women's Club Incorporated of any unauthorised use of your password or email address or any breach of security of which you have become aware;

access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of Gisborne Business and Professional Women's Club Incorporated providing the Purchase Services;

you will not use the Purchase Services or Website for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website;

you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in the termination of the Purchase Services. Appropriate legal action will be taken by Gisborne Business and Professional Women's Club Incorporated for any illegal or unauthorised use of the Website; and you acknowledge and agree that any automated use of the Website or its Purchase Services is prohibited.

Copyright and Intellectual Property

The Website, the Purchase Services and all of the related products of Gisborne Business and Professional Women's Club Incorporated are subject to copyright. The material on the Website is protected by copyright under the laws of New Zealand and through international treaties. Unless otherwise indicated, all rights (including copyright) in the site content and compilation of the website (including text, graphics, logos, button icons, video images, audio clips and software) (the '**Content**') are owned or controlled for these purposes and are reserved by Gisborne Business and Professional Women's Club Incorporated or its contributors.

Gisborne Business and Professional Women's Club Incorporated retains all rights, titles and interest in and to the Website and all related content. Nothing you do on or in relation to the Website will transfer to you:

- the business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright of Gisborne Business and Professional Women's Club Incorporated; or

- the right to use or exploit a business name, trading name, domain name, trademark or industrial design; or

- a system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a system or process).

You may not, without the prior written permission of Gisborne Business and Professional Women's Club Incorporated and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Content or third party content for any purpose. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.

Privacy

Gisborne Business and Professional Women's Club Incorporated takes your privacy seriously and any information provided through your use of the Website and/or the Purchase Services are subject to Gisborne Business and Professional

Women's Club Incorporated's Privacy Policy, which is available on the Website.

General Disclaimer

You acknowledge that Gisborne Business and Professional Women's Club Incorporated does not make any terms, guarantees, warranties, representations or conditions whatsoever regarding the Products other than those provided for pursuant to these Terms.

Gisborne Business and Professional Women's Club Incorporated will make every effort to ensure a Product is accurately depicted on the Website, however, you acknowledge that sizes, colours and packaging may differ from what is displayed on the Website.

Nothing in these Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the New Zealand Consumer Law (or any liability under them) which by law may not be limited or excluded.

Subject to this clause, and to the extent permitted by law:

all terms, guarantees, warranties, representations or conditions which are not expressly stated in these Terms are excluded; and

Gisborne Business and Professional Women's Club Incorporated will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Purchase Services or these Terms (including as a result of not being able to use the Purchase Services or the late supply of the Purchase Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

Use of the Website, the Purchase Services, and any of the products of Gisborne Business and Professional Women's Club Incorporated (including the Delivery Services), is at your own risk. Everything on the Website, the Purchase Services, and the Products of Gisborne Business and Professional Women's Club Incorporated, are provided to you on an "as is" and "as available" basis, without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors, third-party content providers or licensors of Gisborne Business and Professional Women's Club Incorporated (including any third party where the Delivery Services are made available to you) make any express or implied representation or warranty about its Content or any products or Purchase Services (including the products or Purchase Services of Gisborne Business and Professional Women's Club Incorporated) referred to on the

Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful components, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;

the accuracy, suitability or currency of any information on the Website, the Purchase Service, or any of its Content related products (including third-party material and advertisements on the Website);

costs incurred as a result of you using the Website, the Purchase Services or any of the Products;

the Content or operation in respect to links which are provided for the User's convenience;

any failure to complete a transaction, or any loss arising from e-commerce transacted on the Website; or

any defamatory, threatening, offensive or unlawful conduct of third parties or publication of any materials relating to or constituting such conduct.

Limitation of Liability

Gisborne Business and Professional Women's Club Incorporated's total liability arising out of or in connection with the Purchase Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the most recent Purchase Price paid by you under these Terms or where you have not paid the Purchase Price, then the total liability of Gisborne Business and Professional Women's Club Incorporated is the resupply of information or Purchase Services to you.

You expressly understand and agree that Gisborne Business and Professional Women's Club Incorporated, its affiliates, employees, agents, contributors, third party content providers and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

Gisborne Business and Professional Women's Club Incorporated is not responsible or liable in any manner for any site content (including the Content and Third Party Content) posted on the Website or in connection with the Purchase

Services, whether posted or caused by users of the website of Gisborne Business and Professional Women's Club Incorporated, by third parties or by any of the Purchase Services offered by Gisborne Business and Professional Women's Club Incorporated.

You acknowledge that Gisborne Business and Professional Women's Club Incorporated does not provide the Delivery Services to you and you agree that Gisborne Business and Professional Women's Club Incorporated will not be liable to you for any special, indirect or consequential loss or damage, loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Delivery Services.

Termination of Contract

The Terms will continue to apply until terminated by either you or by Gisborne Business and Professional Women's Club Incorporated as set out below.

If you want to terminate the Terms, you may do so by:

notifying Gisborne Business and Professional Women's Club Incorporated at any time; and

closing your accounts for all of the Purchase Services which you use, where Gisborne Business and Professional Women's Club Incorporated has made this option available to you.

Your notice should be sent, in writing, to Gisborne Business and Professional Women's Club Incorporated via the 'Contact Us' link on our homepage.

Gisborne Business and Professional Women's Club Incorporated may at any time, terminate the Terms with you if:

you have breached any provision of the Terms or intend to breach any provision;

Gisborne Business and Professional Women's Club Incorporated is required to do so by law;

the partner with whom Gisborne Business and Professional Women's Club Incorporated offered the Purchase Services to you has terminated its relationship with Gisborne Business and Professional Women's Club Incorporated or ceased to offer the Purchase Services to you;

Gisborne Business and Professional Women's Club Incorporated is transitioning to no longer providing the Purchase Services to Users in the country in which you are resident or from which you use the service; or the provision of the Purchase Services to you by Gisborne Business and Professional Women's Club Incorporated is, in the opinion of Gisborne

Business and Professional Women's Club Incorporated, no longer commercially viable.

Subject to local applicable laws, Gisborne Business and Professional Women's Club Incorporated reserves the right to discontinue or cancel your membership to the Website at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Purchase Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts Gisborne Business and Professional Women's Club Incorporated's name or reputation or violates the rights of those of another party. When the Terms come to an end, all of the legal rights, obligations and liabilities that you and Gisborne Business and Professional Women's Club Incorporated have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of this clause shall continue to apply to such rights, obligations and liabilities indefinitely.

Indemnity

You agree to indemnify Gisborne Business and Professional Women's Club Incorporated, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with any Content you post through the Website;

any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so and any breach by you or your agents of these Terms; and/or

any breach of the Terms.

Dispute Resolution

Compulsory:

If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

Notice:

A party to the Terms claiming a dispute ('**Dispute**') has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the

desired outcome and the action required to settle the Dispute.

Resolution:

On receipt of that notice ('**Notice**') by that other party, the parties to the Terms ('**Parties**') must:

Within 28 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;

If for any reason whatsoever, 28 days after the date of the Notice, the Dispute has not been resolved, the Parties must agree upon selection of a mediator.

The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;

The mediation will be held in Auckland, New Zealand.

Confidential:

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

Termination of Mediation:

If 30 days have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

Venue and Jurisdiction

The Purchase Services offered by Gisborne Business and Professional Women's Club Incorporated is intended to be viewed by residents of New Zealand. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of Auckland, New Zealand.

Governing Law

The Terms are governed by the laws of New Zealand. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the

Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of New Zealand, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

Independent Legal Advice

Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties have taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed, and the rest of the Terms shall remain in force.

WEBSITE PRIVACY POLICY

This Privacy Policy applies to all personal information collected by Gisborne Business and professional Women's club incorporated via the website located at <https://www.bpwnz.org.nz/>.

What is "personal information"?

The Privacy Act 2020 currently defines "personal information" as meaning information or an opinion about an identified individual or an individual who is reasonably identifiable:

whether the information or opinion is true or not; and

whether the information or opinion is recorded in a material form or not.

If the information does not disclose your identity or enable your identity to be ascertained, it will in most cases not be classified as "personal information" and will not be subject to this privacy policy.

What information do we collect?

The kind of personal information that we collect from you will depend on how you use the website. The personal information which we collect and hold about you may include: Name, Email Address, Postal Address, Contact Number, IP address.

How we collect your personal information

We may collect personal information from you whenever you input such information into the website.

We also collect cookies from your computer which enable us to tell when you use the website and also to help customise your website experience. As a general rule, however, it is not possible to identify you personally from our use of cookies.

Purpose of collection

The purpose for which we collect personal information is to provide you with the best service experience possible on the website.

We customarily disclose personal information only to our service providers who assist us in operating the website. Your personal information may also be exposed from time to time to maintenance and support personnel acting in the normal course of their duties.

By using our website, you consent to the receipt of direct marketing material. We will only use your personal information for this purpose if we have collected such information direct from you, and if it is material of a type which you would reasonably expect to receive from us. We do not use sensitive personal information in direct marketing activity. Our direct marketing material will include a simple means by which you can request not to receive further communications of this nature.

Access and correction

New Zealand Privacy Principle 2 permits you to obtain access to the personal information we hold about you in certain circumstances, and New Zealand Privacy Principle 7 allows you to correct inaccurate personal information subject to certain exceptions. If you would like to obtain such access, please contact us as set out below.

Complaint procedure

If you have a complaint concerning the manner in which we maintain the privacy of your personal information, please contact us as set out below. All complaints will be considered and we may seek further information from you to clarify your concerns. If we agree that your complaint is well-founded, we will, in consultation with you, take appropriate steps to rectify the problem. If you remain dissatisfied with the outcome, you may refer the matter to the Office of the New Zealand Information Commissioner.

Overseas transfer

Your personal information will not be disclosed to recipients outside New Zealand unless you expressly request us to do so. If you request us to transfer your personal information

to an overseas recipient, the overseas recipient will not be required to comply with the New Zealand Privacy Principles, and we will not be liable for any mishandling of your information in such circumstances.

How to contact us about privacy

If you have any queries, or if you seek access to your personal information, or if you have a complaint about our privacy practices, you can contact us through:
bpwgisborne@gmail.com.