

## **1 Acceptance of Terms**

- 1.1 By using our site, you indicate that you accept and will abide by these terms of use and our Privacy Policy ([www.endvision.co.nz/privacy-policy-2/](http://www.endvision.co.nz/privacy-policy-2/)) (together, the **Agreement**) including any terms that we may amend from time to time. If you do not agree to this Agreement, please refrain from using our site.

In these terms, "we", "us", "our" and "EndVision" refer to Endvision Consulting Group NZ Limited.

## **2 Acceptable Use**

- 2.1 You may, in accordance with this Agreement:

- (1) view pages from our website in a web browser;
- (2) download pages from our website for caching in a web browser; and
- (3) print pages from our website,

and you must not use our website for any other purposes.

- 2.2 Except as expressly permitted by Section **Error! Reference source not found.** or the other provisions of this Agreement, you must not download any material from our website or save any such material to your computer and you acquire no rights in or to our intellectual property rights.

- 2.3 Unless you own or control the relevant rights in the material, you must not:

- (1) except as expressly permitted by this Agreement, edit or otherwise modify any material (including third party material) on our website;
- (2) republish material from our website (including republication on another website);
- (3) sell, rent or sub-license material from our website;
- (4) show any material from our website in public;
- (5) reproduce, duplicate, copy or otherwise exploit material from our website for a commercial purpose; or
- (6) redistribute material from our website.

- 2.4 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

- 2.5 You must not:

- (1) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- (2) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (3) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (4) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent; or
- (5) access or otherwise interact with our website using any robot, spider or other automated means.

- 2.6 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and not misleading.

## **3 Accessing our Site**

- 3.1 We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. We will not be liable if for any reason our site is unavailable at any time or for any period. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

- 3.2 If you are provided with a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password at any time, if in our opinion you have failed to comply with any of the provisions of this Agreement.

#### **4 Intellectual Property Rights**

- 4.1 We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it, unless otherwise stated. Those works are protected by copyright laws and treaties around the world. All rights are reserved.
- 4.2 You must not use any part of the materials on our site for commercial purposes without our consent. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way.
- 4.3 Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

#### **5 Liability and Reliance on Information**

- 5.1 Material posted to this website is intended to provide general information on EndVision and our clients. It is for informational purposes only and is not intended to amount to representations or advice on which reliance can be placed.
- 5.2 Although efforts are made to ensure material on our site is accurate, to the extent permitted by law:
- (1) content is provided without any guarantees, conditions or warranties, express or implied; and
  - (2) we will not be liable for any loss or damage of any kind arising out of, or in connection with, the use of our site by you, including reliance on any information on our site by any visitor to our site, or by anyone who may be informed of any of its contents.
- 5.3 Where this website lists information relating to potential business sales, the sole purpose of such information is to assist each recipient to consider whether to tender for the purchase of the relevant business. It should not be used for any other purpose. The information does not constitute or form part of an offer or invitation, or a solicitation of any offer, for the purchase of the business and no legal relations shall be created by its issue. Only the express provisions of any sale and purchase agreement, if and when it is executed, shall have any legal effect in connection with the sale and purchase of the business.
- 5.4 The information, which does not purport to be comprehensive, is provided to us by the relevant vendor and has not been independently verified by us. No representation or warranty, express or implied, is or will be given by EndVision or its advisers, directors or employees and no responsibility or liability or duty of care is or will be accepted by EndVision or its advisers, directors or employees as to the accuracy or completeness of this information or any other written or oral information made available by EndVision to any interested party or its advisers in connection with the proposed sale of the relevant business. In addition, no responsibility or liability or duty of care is or will be accepted by EndVision or its advisers, directors or employers for updating this information. Accordingly, neither EndVision or its advisers, directors or employees shall be liable for any direct, indirect or consequential loss or damage cost or expense suffered by any person as a result of relying on any statement in or omission from this information or in any other information or communications in connection with such proposed sale.
- 5.5 The information should not be considered as a recommendation by EndVision that any recipient of it should acquire the relevant business. Each recipient should make its own independent assessment of the merits or otherwise of acquiring the relevant business and should take its own professional advice. The information is provided on the basis that independent enquiries will be made by the recipient. EndVision is acting for the relevant vendor as its broker in relation to the sale of the business and is not responsible to any other person for providing advice to any other person in relation to the sale of the business.

#### **6 Security**

We will not be liable for any loss or damage caused by any technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website it links to.

## **7 Third Party Links**

- 7.1 Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only and are not necessarily checked, approved or endorsed by us. We have no control over, and we are not responsible for, the availability of the links, the contents of those sites or resources, or their compliance with law, and we accept no responsibility or liability for them or for any loss or damage that may arise from your use of them.
- 7.2 You may link to our home page on a website owned by you, provided you do so in a way that is fair and legal and does not damage our reputation, but you must not suggest any form of association, approval or endorsement on our part where none exists. Our site must not be framed on any other site.
- 7.3 We reserve the right to withdraw linking permission without notice.

## **8 Privacy**

- 8.1 We are committed to respecting your privacy. We will always collect, store, use and disclose personal information in accordance with applicable privacy laws. However, we have also put in place a Privacy Policy ([www.endvision.co.nz/privacy-policy-2/](http://www.endvision.co.nz/privacy-policy-2/)) to protect personal information you submit or we collect.
- 8.2 We have structured our site so that, in general, you can visit our site without identifying yourself or revealing any personal information. You do not have to provide personal information to access our site, but if you do not provide certain personal information, then you may not be able to access some of the areas and facilities of our site and we may not be able to carry out your instructions.
- 8.3 If you choose to provide us with personal information when using our site or in some other manner, we will only store, use or disclose that information in accordance with our Privacy Policy ([www.endvision.co.nz/privacy-policy-2/](http://www.endvision.co.nz/privacy-policy-2/)) and applicable privacy laws.
- 8.4 We may collect aggregated information by using cookies. Cookies are unique identification numbers like tags that are placed on the browser of internet users. The cookies do not in themselves identify users personally, but may link back to a database record about them. We may use cookies to track any aspect of our site or services.
- 8.5 We may use services such as Google Analytics, which will issue cookies from their own servers and which will be able to track website visitors throughout relevant websites. We do not control how those cookies are issued, or the data that they store.
- 8.6 We may use "web beacons" (electronic images also known as pixel tags or clear gifs) to recognise a cookie on your computer when you view or act upon a web page, an advertisement that we have placed on a third party web page, or an email or other electronic communication that we have sent.
- 8.7 We may also use Local Shared Objects, sometimes referred to as "Flash" cookies. Use of Local Shared Objects can help deter, detect and prevent fraud and can support our Online Services.

## **9 Electronic messages**

- 9.1 E-mail and electronic transmission of confidential or privileged documents or advice is a convenient method of delivery. However, internet mail is not secure and any communications or documents transmitted may be interfered with, contain computer viruses or other defects and may not be successfully replicated on other systems. We will not be liable for any copying, recording, reading or interference by others during or after a transmission, for any delay or non-delivery or for any damage caused in connection with a transmission.
- 9.2 We are committed to full compliance with the Unsolicited Electronic Messages Act 2007. By subscribing to emails and/or text communications, or otherwise providing your email address and/or mobile number, you consent to receiving emails and/or texts (as the case may be) which promote and market our products and services, or the products and services of others, from time to time. We will ensure we include accurate sender information and a functional unsubscribe facility.
- 9.3 If you have any doubts about the authenticity of any communications or documents purportedly sent by us, please contact us immediately.

## **10 Jurisdiction**

This Agreement is governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand. We reserve the right to bring proceedings against you for breach of this Agreement in your country of residence or any other relevant country.

**11 Variations**

We may revise this Agreement at any time (with immediate effect) and will notify you of any changes by posting an updated version on our site. Please do not make any assumption that these same terms of use will apply to your future use of our site. We recommend you regularly visit our site and check whether this Agreement has changed. If you do not agree with any part of this Agreement (including as altered, modified or updated) you must not continue to use our site. Some of the provisions contained in this Agreement may also be superseded by provisions or notices published elsewhere on our site.

**12 Status of Relationship**

Nothing on our site or in this Agreement constitutes an offer or shall establish any partnership or joint venture between any of the parties, constitute a party the agent of the other party or authorise a party to make or enter into any commitments for the other party, except as expressly authorised by you or us (as the case may be).

**13 Contact Details**

This website is owned and operated EndVision Consulting Group NZ Limited. During office hours you may contact us via <https://endvision.co.nz/about-us/contact-us/> or call us on 0800 363 8474. Our office hours are [8.30am to 5.00pm] (New Zealand time). Alternatively you may contact us at any time by email to [info@endvision.co.nz](mailto:info@endvision.co.nz).

**14 Interpretation**

In this Agreement, unless the context indicates otherwise:

- (1) Words in the singular include the plural and those in the plural include the singular.
- (2) References to including or includes shall be deemed to have the words "without limitation" inserted after them.
- (3) References to applicable law shall be deemed to be references to the laws in the country in which we are domiciled or in the countries in which we consider that we carry on business.
- (4) Writing or written includes faxes but neither e-mail nor any other form of electronic communication, except where expressly provided to the contrary.