

WEBSITE TERMS OF USE

1. INTRODUCTION

- 1.1 This website is operated by Sanford Limited ("we", "us" or "our"). These terms of use (the "**Terms**") apply to your access and use of our website (and any of its subdomains) (the "**Sites**") and must be read in conjunction with our Privacy Policy.
- 1.2 Please read the Terms carefully. By visiting and using any of the Sites, you agree to these Terms. If you do not accept these Terms, you must immediately stop accessing and using the Sites. We may amend our Terms from time to time. It is your responsibility to read the Terms whenever you access the Sites. Your ongoing use of our Sites will be considered consent to our Terms as amended. By providing us with information, you will also be agreeing to our Privacy Policy.

2. DISCLAIMER AND LIABILITY

- 2.1 Each Site (and its content) is provided on an "as is" and "as available" basis. We reserve the right to withdraw, block or change a Site (or its contents) at any time and do not make any representation or warranty (whether express or implied) in relation to the availability, reliability, accuracy, completeness or fitness for any particular use or purpose of any Site (or any content on the Sites), including continuity of service.
- 2.2 Your access to and use of any of the Sites (or any of the content on the Sites) is undertaken entirely at your own risk. Information transmitted over the internet is inherently insecure and there are risks in transmitting and storing data online, which prevent us from guaranteeing the security of your data transmitted to or from any Site.
- 2.3 To the fullest extent permitted by law, we exclude:
- (a) all liability for any loss or damage (direct or otherwise) you suffer in connection with your access to, use of or reliance on, the Sites, or any content on the Sites (including any linked websites), whether arising in contract, tort (including negligence), equity or otherwise; and
 - (b) all warranties and representations in relation to the Sites whether express, implied, statutory or otherwise.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 We own, or license from third parties, all rights, title and interest (including copyright, designs, patents, trade marks and other intellectual property rights) on the Sites and in all of the material (including all text, graphics and overall design) made available on the Sites. Use of the Sites does not confer on you any ownership rights in or to any of the Sites or any content (including any portion of it, including any software code underlying or forming part of the Sites).
- 3.2 We grant you a licence to access the Sites and view the content as set out in these Terms. Except to the extent expressly permitted by these Terms or otherwise agreed by us in writing, you may not use, modify, copy, distribute, reproduce, download, scrape, adapt, create derivative works from or commercialise in any manner or in any form whatsoever, or store in a database or retrieval system, in whole or in part, any of the content on, accessible from, or referred to by, the Sites.

4. YOUR USE OF THE SITES

4.1 You may only access and use the Sites if you have a legitimate and lawful reason for doing so. We reserve the right to prohibit links to the Sites and you agree to remove or cease any link upon our request. You must ensure that your use of the Sites complies with all applicable laws and regulations, and that it does not infringe on our rights or the rights of any other person, nor restrict or inhibit any other person's enjoyment of the Sites. In particular, you must not:

- (a) damage or harm the Sites, or any underlying or connected network or system (including by introducing any content or code to the Sites which is technologically harmful);
- (b) use a robot, spider, scraper or any other unauthorised automated or manual means to access, acquire, copy or otherwise monitor the Sites (or any content on the Sites);
- (c) reverse engineer, decompile, decode or disassemble any of the Sites (or any content on the Sites);
- (d) upload or post any content on any of the Sites which is illegal, obscene, defamatory, threatening, infringing of intellectual property rights, invasive of privacy or otherwise objectionable; or
- (e) violate the security of any of the Sites or attempt to gain access other than where authorised to do so.

5. HYPERLINKS

5.1 The Sites may contain hyperlinks to third party websites. We do not investigate or monitor links to other websites. The linked sites are provided to you only as a convenience and the inclusion of a link to those third-party websites on the Sites should not be taken as an endorsement of any other products or services offered from those websites, or the suitability of such websites. Your use of such hyperlinks and use of such websites is entirely at your own risk.

6. GENERAL

6.1 If any provision of these Terms is held to be, or becomes held to be, invalid, unenforceable or illegal for any reason, and in any respect, that provision shall be severed from the remaining terms and conditions without affecting the validity of the remainder of these Terms.

6.2 The Sites may be accessed from countries outside of New Zealand and may contain references to products and/or services that are not promoted or available in those countries. If you access any of the Sites from locations outside New Zealand you do so at your own risk and are responsible for compliance with local laws.

6.3 These Terms are governed by the laws of New Zealand 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.