

Terms of Use

These Website Terms and Conditions apply to the domain name www.TeToangaroa.co.nz (“Website”), which is operated by Ngāti Whātua Ōrākei Whai Rawa (referred to as “Te Tōangaroa”, “we”, “us”, “our”) includes our related companies and group entities.

Access to and use of our Website is subject to the following Terms and Conditions. By accessing our homepage, you agree to be bound by these Terms and Conditions. We may revise these Terms and Conditions from time to time without notice, and any revision will take effect when it is posted on this Website. Your continued use of this Website will be regarded as your acceptance of these Terms and Conditions as amended.

Privacy Policy

Te Tōangaroa takes your privacy seriously. Te Tōangaroa is committed to protecting your personal information. Any personal information sent to this Website is subject to Te Tōangaroa’s Privacy Statement. View our Privacy Statement [here](#).

Governing Law

These Terms and Conditions are governed by and construed in accordance with the laws of New Zealand.

Disclaimers

Your use of our Website is at your sole risk.

Where we provide any information on this Website, it has been prepared without considering your objectives, financial situation or needs. Before acting on any information on this Website, you should consider its appropriateness to your circumstances, read any relevant disclosure and/or offer documents, and obtain any appropriate advice before acquiring any products named on this Website.

Past performance of any product described on this Website is not a reliable indication of future performance.

Unless expressly stated otherwise, information that we make available on our Website is not an offer or solicitation for the purchase of securities or investments. Any potential offering described on this Website will only be made to entities or persons who may receive such an offering or who are able to make an offer under applicable laws.

Warranties

To the maximum extent permitted by law, Te Tōangaroa gives no warranties of any kind, whether express, implied, statutory or otherwise, including warranties or representations that this Website or any data, information, advice, opinion, service or product provided, obtained or generated by or through this Website will be complete, accurate, reliable, timely or non-infringing to third parties; that access to this Website will be uninterrupted or error-free; or that this Website will be secure. Any such representations or warranties are expressly disclaimed.

We reserve the right to restrict or terminate your access to this Website, any feature of this Website or any part of it at any time.

Intellectual property rights

All copyright and other intellectual property rights in all text, images and other materials on this Website (“Content”) are the property of Te Tōangaroa or are included with the permission of the relevant owner.

You are permitted to browse this Website and reproduce extracts by printing them for personal use, downloading them to a hard disk or distributing them to other individuals, provided that you keep intact all copyright and other proprietary notices. No reproduction of any part of this Website may be sold or distributed for commercial gain, nor

may it be modified or incorporated into any other work, publication or website. Except as expressly stated otherwise, nothing on this Website should be construed as granting any licence or right to use any copyright or other intellectual property right in the text, images or other materials on this Website.

The trade marks, logos, characters and service marks displayed on this Website belong to Te Tōangaroa or have been included with the permission of the relevant owner. Nothing on this Website should be construed as granting any licence or right to use any trade mark displayed on this Website. Your use or misuse of the trade marks displayed on this Website, or any other Content on this Website, except as provided for in these Terms and Conditions, is strictly prohibited.

Liability

To the extent permitted by law, the Ngāti Whātua Ōrākei Whai Rawa Limited and any of their respective directors, officers, employees or agents (“Parties”) do not accept any liability or responsibility whatsoever for any direct, incidental, consequential, indirect or punitive damages, costs, losses or liabilities whatsoever, including loss of profits, revenue or goodwill, arising out of your access to, use of or inability to use or access this Website, any change in the content of this Website, any other website you access through a link from this Website, or any actions that any of the Parties may take or not take as a result of any electronic mail messages you send us.

To the extent permitted by law, the Parties do not accept any liability or responsibility to maintain the materials and services made available on this Website or to provide any corrections, updates or releases in connection with those materials and services.

The Parties have no liability or responsibility whatsoever for any loss caused by viruses that may infect your computer equipment or other property as a result of your use of, access to or downloading of any material from this Website. You download material from this Website at your own risk.

If applicable law implies terms that cannot lawfully be excluded, restricted or modified, those terms will apply and, to the extent permitted by law, the liability of the Parties will be limited, at their option, to: (a) in the case of services, resupplying the services or paying the cost of resupply; and (b) in the case of goods, replacing or repairing the goods or paying the cost of repair or replacement.

Accuracy, completeness and timeliness of information

While Te Tōangaroa provides the information made available on this Website in good faith, we are not responsible if that information is inaccurate or incomplete. Any reliance on the material on this Website will be at your own risk. Information that we make available on this Website is subject to change without notice. It is your responsibility to monitor any changes to the material and information contained on this Website.

Links

This Website may contain links to other websites. The links are provided in good faith, and Te Tōangaroa accepts no responsibility for the availability, content, accuracy or operation of those websites. The inclusion of any link to another website does not imply endorsement by any of the Parties. For information about any linked website, you should read the legal and privacy notices posted on that website.

Prohibited use

You may only use this Website for lawful purposes and must comply with all applicable local, state, national and international laws and regulations relating to your use of this Website. You are prohibited from posting on this Website any unlawful, harmful, abusive, threatening, harassing or defamatory material of any kind. You are also prohibited from disrupting or interfering with, or attempting to disrupt or interfere with, this Website or any other user’s enjoyment of this Website. Any fraudulent, abusive or otherwise illegal activity may be grounds for terminating your access to this Website. We also reserve the right to report potentially criminal activity to the appropriate law enforcement agencies.

Transmitted information

Any non-personal information, communication or material you transmit to this Website, including data, suggestions, questions or comments, will become the property of Te Tōangaroa and will not be treated as

confidential by Te Tōangaroa. We may use all such information, communications and materials without obligation to you.