

## Terms of Service

- A. Your access to this site is subject to legally binding terms of service.
- B. Please read all the following terms and conditions carefully and ask us questions before proceeding.
- C. By you accessing <https://www.healthandsafetysystems.co.nz> and any sub-domains, and associated web-based and mobile applications, collectively, the "Site" and all product/services delivered through the Site are deemed to be the "Product/Services". This then becomes the equivalent of your acceptance of all these terms of service and your agreement to be legally bound by them.
- D. If any any time you do not agree with these terms of service, you are not permitted to continue to access the site and you must exit the site immediately.
- E. These terms of service (the "**Agreement**") are an agreement between you ("**You**") and Health and Safety Systems Ltd, doing business as Health and Safety Systems Ltd and having its principal place of business in Rangiora, North Canterbury, New Zealand. "**Our**", "**We**", "**Us**" and "**Health and Safety Systems Ltd**" means Health and Safety Systems Ltd.
- F. The effective date of this Agreement is when You either accept or are deemed to accept this Agreement in accordance with the policy and procedures set out in this Agreement.
- G. You hereby consent to the exchange of information and documents between You and Us electronically over the Internet and, or by email and SMS and that this electronic Agreement shall be the equivalent of a written paper agreement between Us.
1. Sale of product/services. The product/services consist of: (i) the sale of an Electronic Document by Us to You(the "Sale"), as described below; and (ii) granting access to you of certain tools ("Tools"), to assist in your storage, use and understanding of the Electronic Document subject to the Sale (as described below).
  2. Electronic Download. Subject to this Agreement Health and Safety Systems Ltd shall grant you access to the digital product once full payment has been received and cleared. You will have 24 hours to download your purchase. Except as required by law, Health and Safety Systems Ltd shall not grant any third-party access to your purchase. Purchase information provided to us is for the sole purpose of providing you with the purchase of product/service to you.
  3. Sale. Health and Safety Systems Ltd own ALL the product/services documents including electronic and printed hard copy. You can read more about what Health and Safety Systems Ltd product/services are and what alternative offers are available on the Website. We hereby offer to sell to you an Electronic document/system pursuant to the terms of this Agreement. Any and all Electronic Document that is subject to a sale is an Electronic Document that we own outright. A Sale by Us to You does not include any of the following:
    - a. transfer of rights in any third-party property;
    - b. permission by you to transfer your access to Health and Safety Systems product/service/documents/systems held by a third party;
    - c. permission by you to transfer by you to any systems rights in a third party Electronic Document exchange or sale service;
    - d. creation for you of any rights in respect of third parties in relation to the Electronic Document that you buy;
  4. Location of Sale. The parties hereby agree that the whole of the sale transaction contemplated in this agreement is deemed to take place in Rangiora, New Zealand. On completion of the Sale, you are deemed to take possession of your Health and Safety System / Electronic Document in Rangiora, New Zealand.
  5. Purchase Price. The product/services are subject to your full payment to us of the purchase price (the "**Purchase Price**"). The Purchase Price is posted on the Site and may vary from time to time without prior notice to you.

6. Limitations on Product/Services. The product/services are not available to all. In addition to the Purchase Price, all of the following representations and warranties must be true in order to be entitled to the product/services. You represent and warrant that you: (a) have not previously been suspended or removed from using our product/services; (b) have full power and authority to enter into this Agreement and in doing so will not violate any other agreement to which you are a party; (d) are not located in, under the control of, or a national or resident of (i) any prohibited Jurisdictions, or (ii) any country to which New Zealand has embargoed goods or services: (e) will not use the Services for any purpose that is illegal in the New Zealand or the jurisdiction where you reside; or (f) will not use the product/services for any Prohibited Uses as outlined below).
7. Additional Tools. As part of the product/Services additional Tools may be made available to you. Tools may sometimes be more fully described on the website [www.healthandsafetysystems.co.nz](http://www.healthandsafetysystems.co.nz) and may consist of additional information/products/material and services offered by certain third-party services (each a "**Third Party Service**").
8. Health and Safety Systems Ltd Ownership and Copyright. You acknowledge that any and all information, content, reports, data and databases, graphics, interfaces, web pages, text, files, software, product names, company names, trade-marks, logos and trade-names contained on the Site (collectively the "Content"), including the manner in which the Content is presented and appears and all information relating thereto, is the property of their respective owners as indicated be it Health and Safety Systems Ltd or its licensors, as the case may be.
9. Permitted Use. Health and Safety Systems Ltd hereby grants to You a personal, non-transferable and non-exclusive license to access, read and download ONE copy of the Content pertaining to the equivalent of one business entity.
10. Restrictions on Use. You agree that You will not:
  - a. Distribute the Content for any purpose, including, without limitation, compiling an internal database, redistributing or reproducing the Content by way of the press or media or through any commercial network, cable or satellite system; OR
  - b. Create derivative works of, reverse engineer, decompile, disassemble, adapt, translate, transmit, arrange, modify, copy, bundle, sell, sublicense, export, merge, transfer, adapt, loan, rent, lease, assign, share, outsource, host, publish, make available to any person or otherwise use, either directly or indirectly, the Content in whole or in part, in any form or by any means whatsoever, be they physical, electronic or otherwise.
  - c. You shall not permit, allow or do anything that would infringe or otherwise prejudice the proprietary rights of Health and Safety Systems Ltd or its licensors or allow any third party to access the Content.
11. Security. Health and Safety Systems is committed to data security and uses technology and procedures to help protect personal information from unauthorized access, use and disclosure. The technology adopted through the site to transmit sensitive information is protected through the use of encryption.
12. Protection of data. While Health and Safety Systems Ltd will do its best to protect your personal data, we cannot guarantee the security of your data transmitted to the site, therefore any transmission is done at your own risk. You have the right to erasure, removal and deletion of information in a reasonable period of time that a request is lodged and sent directly with us at the following address [info@healthandsafetysystems.co.nz](mailto:info@healthandsafetysystems.co.nz).
13. License to Use Your Information. With the exception of personal information, You hereby grant to Health and Safety Systems Ltd the perpetual, unlimited, royalty-free, non-exclusive, irrevocable, transferable license to run, display, copy, reproduce, publish, distribute, market, create derivative works of, adapt, translate, transmit, arrange, modify, export, merge, transfer, loan, assign, share, outsource, host, make available to any person or otherwise use of any information or other content You provide on or through this Site or which is sent to Health and Safety Systems Ltd by email or other correspondence, including, without limitation, any ideas, concepts, inventions, know-how, techniques or any intellectual property contained therein, for any purpose whatsoever. Health and Safety Systems Ltd shall not be subject to any obligations of confidentiality regarding any such information unless specifically agreed to by Health and Safety Systems Ltd in writing or required by law. You represent and warrant that you have the right to grant the license set out above.

14. Use of your Personal Information. Health and Safety Systems Ltd may from time to time, monitor your use of the Site and collect, store, use and disclose information concerning you for the purpose of marketing/soliciting to you, potentially new, alternative services/products, promotions and information and will ask for you to consent to this as part of the sale process. You hereby consent to such communication, information, monitoring and waive any right of privacy You may have in it. The aforementioned shall be in a manner which is consistent with the terms of Health and Safety Systems Ltd privacy policy.

15. Limitations on Liability and Disclaimers.

- (a) This Site may contain links to other miscellaneous sites such as Third-Party Services. Health and Safety Systems Ltd does not assume responsibility for the accuracy or appropriateness of the information, data, opinions, advice or statements contained at such sites or Third Party Services.
- (b) Your access to miscellaneous sites and services, You are doing so at Your own risk. In providing links to the other sites and services, Health and Safety Systems Ltd is in no way acting as a publisher or disseminator of the material contained on other sites and does not seek to monitor or control such sites.
- (c) A link to another site should not be construed to mean that Health and Safety Systems Ltd is affiliated or associated with same. Health and Safety Systems Ltd does not necessarily recommend or endorse any of the content, including without limitation any hyperlinks to other sites or third party services.
- (d) Health and Safety Systems Ltd will not be responsible for any damages You or any other party may suffer as a result of the transmission, storage or receipt of confidential or proprietary information that You make or that You expressly or implicitly authorize Health and Safety Systems Ltd to make, or for any errors or any changes made to any transmitted, stored or received information.
- (e) You are solely responsible for the retrieval and use of the Content. You should apply Your own judgment in making any use of any Content, including, without limitation, the interpretation, implementation and use of the information as the basis for any conclusions.
- (f) With the exception as expressly provided in this agreement, this site and ALL content, products, services and software which are made available through this site, are understood by you to be provided "AS IS" without any warranties, guarantees, representations and conditions of any kind, whether expressed or implied, statutory or otherwise, including but not limited to any assumed warranty as to the uninterrupted or error-free operation, availability, accuracy, completeness, currentness, reliability, timeliness, legality, suitability, privacy, security, quality, merchantability, name, non-infringement or fitness for purpose, or any of those arising out of interpretations, implementation, application and use.
- (g) IN NO EVENT WILL Health and Safety Systems Ltd, it's owners, officers, directors, contractors, affiliates, agents, licensors, suppliers and workers, be liable for any special for any direct or indirect, incidental, punitive, exemplary, aggravated, economic or consequential loss or damage, howsoever caused including but not limited to: damages for the loss of use, lost profits, revenue or savings, even in the event that Health and Safety Systems Ltd or any of its lawful agents, or workers have been advised of the possibility of such damages or claims.
- (h) IN NO EVENT WILL Health and Safety Systems Ltd, it's owners, officers, directors, contractors, affiliates, agents, licensors, suppliers and workers, be liable for any losses resulting in any direct or indirect, incidental, punitive, exemplary, aggravated, economic or consequential loss or damage, howsoever caused including but not limited from: viruses, data corruption, failed messages, transmission errors/problems, telecommunications service providers providing links to; third party sites, their content, products and services; the back bone of the internet; personal injury, damage or losses caused to you, to your workers, contractors, suppliers, agents; by you, or by your workers employees, the loss of use or lack of availability of your own facilities, including computer resources, routers, stored data, the use or inability to navigate and use this site and the content, or any other site accessed to and from this site, including events beyond reasonable control of Health and Safety Systems Ltd. Even if we or any our lawful agents, workers, and contractors have been advised of the possibility of any claim or such damages.

- (i) In no case will Health and Safety Systems Ltd, its owners, officers, directors, contractors, affiliates, agents, licensors, suppliers and workers, cumulative total liability arising under any cause whatsoever, including with limitation breach of contract, tort, negligence, gross negligence or otherwise, be for more than one New Zealand dollar NZD\$1.00.
- (j) The content of this site may be changed without prior notice to you. Health and Safety Systems Ltd is not responsible for any content or information you may find not applicable by interpretation, and for the way in which you use or implement the product/service, or your non-compliance associated with the content provided.
- (k) Health and Safety Systems Ltd disclaims any liability for any unauthorized access, use and reproduction of any portion or content of the site.

16. Termination. This Agreement is effective until terminated by Health and Safety Systems Ltd, with or without cause, in Health and Safety Systems Ltd's sole and unfettered discretion. You may also terminate this Agreement at any time. We may also terminate this Agreement at any time without notice to You if You fail to comply with any of its terms. Any such termination by Health and Safety Systems Ltd shall be in addition to and without prejudice to such rights and remedies, as may be available to Health and Safety Systems Ltd, including injunction and other equitable remedies.

17. Indemnity. You agree at all times to indemnify, defend and hold harmless Health and Safety Systems Ltd, its Owners, directors, workers, contractors, agents, suppliers, affiliates against all actions, proceedings, costs, claims, damages, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained, incurred or paid by Health and Safety Systems Ltd directly or indirectly in respect of:

- a. any information or other content You provide on or through this Site or which is sent to Health and Safety Systems Ltd, electronically, including but not limited to via the website, email or other correspondence transmitted or delivered: or
- b. Your use or misuse of the Services, and Content OR this Site, including without limitation infringement claims.

18. New Zealand Governing Law. Health and Safety Systems Ltd, this Site and the Content (excluding linked Sites or content) are physically located within North Canterbury, New Zealand. This Agreement shall be governed pursuant to the laws of New Zealand. You agree that any and all disputes arising under this Agreement shall be settled exclusively before courts of competent jurisdiction in New Zealand. You agree to waive any right You may have to: (i) a trial by jury; and (ii) the commencement of or participation in any class action against any third party associated to this Site. You also agree to opt out of any class proceedings against Health and Safety Systems Ltd.

19. Interpretation. The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. In this Agreement, words importing the singular number include the plural and vice versa: and words importing persons both male and female, and include individuals, sole proprietors, partnerships, corporations, trusts and unincorporated associations. All references to money amounts in this Agreement, unless otherwise specified, are in New Zealand dollars, NZD.

20. Entire Agreement. This Agreement, may be amended from time to time by the posting of new versions of this Agreement on the Site - with or without prior notification - and any and all other legal notices and policies on this Site, constitutes the entire agreement between You and Health and Safety Systems Ltd with respect to the use of this Site and the product/services.

21. Amendment and Waiver. Health and Safety Systems Ltd reserves the right, in its discretion, to amend this Agreement at any time by posting amendments on this Site. It is your responsibility to periodically review any amendments on this Site, and You are deemed to be made aware of such amendments occurring now. If You do not agree to the amended terms and conditions, You shall immediately stop using this Site. Access to this Site and the use of this Site after any amendments have been posted shall constitute Your acknowledgement and acceptance of the amended terms and conditions. No supplement, modification or amendment to this Agreement and no waiver of any provision of this Agreement shall be binding on Health and Safety Systems Ltd unless executed by Health and Safety Systems Ltd in writing. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision unless expressly provided.

22. Severability. Any provision of this Agreement which is held by a court of competent jurisdiction to be illegal, invalid or unenforceable shall be ineffective to the extent of such illegality, invalidity or unenforceability and shall otherwise be enforced to the maximum extent permitted by New Zealand law, all without affecting the remaining provisions of this Agreement.
23. Enurement. This Agreement shall be binding upon each of us and our respective successors and permitted assigns. You acknowledge having read this Agreement before accepting it, having the authority to accept this Agreement and having received a copy of this agreement.
24. Delivery. In light of any event which results in of the following: any minor or serious harm accident, notifiable and non-notifiable accident or incident, near miss, injury, including but not limited to a fatality, any actual or perceived potential to contravene HSWA or regulations, resulting in any PCBU being issued with: a Provisional Improvement Notice, prohibition notice and enforcement action by WorkSafe New Zealand or New Zealand Police including the Police, including but not limited to any fatality, and or the loss of: any health, life, work, reputation, business, income, the cost of compliance, payment of fines, insurances and premiums. By purchasing the product/services, and the electronic document, you forgo any form of action against Health and Safety Systems, its affiliates, agents, licensors, suppliers, respective directors, governors, officers, contract workers, workers, and anyone associated with the preparation and distribution of information and materials or anything as a result of that loss and implementation of the product/services. As a user You have the option to discontinue use of the product/services to prevent further loss in the future, whether that loss is actual or perceived.
25. Prohibited Uses. "**Prohibited Uses**" means any of the following or the furtherance of any of the following:
- a. any act that is illegal in New Zealand ("NZ.") or in the jurisdiction where the person carrying out the activity is a resident, domiciled, working, contracted, or located:
  - b. Actions or items that encourage, promote, facilitate or instruct others to engage in illegal activity:
  - c. Actions or items that may infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction:
  - d. Actions or items that promote hate, violence, racial intolerance, or the financial exploitation of a crime:
  - e. Actions or items that promote, support or glorify acts of violence or harm towards self or others:
  - f. using the Services as a means to transfer sales, or funds between entities operated and held under the same name:
  - g. using the Services for any illegal purpose, or in violation of any national or international law, including, without limitation, Laws governing intellectual property, taxation and other proprietary rights and data collection and privacy;
  - h. using the Services in violation of the terms of these Terms, as reasonably determined by Health and Safety Systems Ltd;
  - i. using the Services to intentionally interfere with another user's intention or purpose of it, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms or other malicious codings;
  - j. using the Services to somehow provide yourself with a refund, cash advance from your own credit card or to help others to do so or using the Services to send or receive what Health and Safety Systems Ltd considers to be a refund for something that may have resulted from fraud or other illegal behaviour;
  - k. using the Services while impersonating any other person or entity or falsely claiming an affiliation with any person or entity.
26. Refund - There are no refunds on digital products purchased through the Health and Safety Systems Ltd website.