

## Terms & Conditions For Use Of Consents Online Limited's Products & Services

Consents Online Limited (COL) offers cloud-based online Electronic Resource Consent System (eRCS®) and other associated products and services through either its own website, third party websites, portals and / or Cloud Computing Platforms referred to as "COL Web Service". .

Through the COL Website Services, you have access to a variety of resources and content. These include:

- a. Software and Software as a Service offerings ("Software");
- b. Web pages, data, messages, text, images, photographs, graphics, audio, videos and documents such as press releases, white papers and product data sheets ("Materials");
- c. Forums, discussion groups, chat areas, bulletin boards, blogs, wikis, e-mail functions, and other services in connection with which you can upload, download, share, email, post, publish, transmit or otherwise access or make available Content ("Community Services").

Software, Materials, Community Services, and other information, content and services are Collectively referred to as "Content".

The "COL Web Services" and "Contents" are jointly referred to as "The System".

The Terms of Use sets out our commitments to all the stakeholders who use The System to ensure that it is used in the most appropriate manner for which it is intended.

By using The System, you agree to these Terms of Use, which will form an agreement between you and us. If you do not agree to these Terms of Use, you may not use The System.

While COL will endeavour to keep the contents of The System up to date and accurate, we do not warrant or represent to you or any other person that such content is accurate or up to date at all times due to circumstances beyond our control.

## Terms of Use

The information contained in The System is provided for the purposes of informing you about COL products and services we offer; enabling users of The System and others to undertake certain activities on-line to lodge, process and monitor conditions of certain types of consents, permits and permissions processed and issued by consenting territorial and local government authorities. These services may either be accessed directly through COL website, or any particular service provider, depending on whether that service provider has integrated with The System Web and permitted you to access it.

The following are terms of agreement between you ("You" or "Your") and COL and its affiliated companies ("We" or "COL"). By accessing or using The System, you agree to follow and be bound by the following terms and conditions concerning your access to and use of The System. COL may revise the Terms of Use at any time without notice to you. The revised Terms of Use will be effective when posted. You can review the most current Terms of Use at <https://www.consentsonline.com/terms.html>.

### 1. Terms Applicable to Specific Content and Areas of The System

Some components of The System may have additional rules, guidelines, license agreements, user agreements or other terms and conditions that apply to your access or use of that area of The System (including terms and conditions applicable to a corporation or other organization and its users). If there is a conflict or inconsistency between these Terms of Use and the rules,

guidelines, license agreement, user agreement or other terms and conditions for a specific area of The System or for specific Content, the latter shall have precedence with respect to your access and use of that area of The System.

## **2. Use of Software**

Your use of Software is subject to all agreements such as a license agreement or user agreement that accompanies or is included with the Software, ordering documents, exhibits, and other terms and conditions that apply ("License Terms"). In the event that Software is provided on or through The System and is not licensed for your use through License Terms specific to the Software, you may use the Software subject to the following:

- a) The Software may be used solely for your personal, informational, non-commercial purposes;
- b) The Software may not be modified or altered in any way; and (c) the Software may not be redistributed.

## **3. Use of Materials**

You may download, store, display on your computer, view, listen to, play and print Materials that COL publishes or broadcasts on The System or makes available for download through The System subject to the following:

- a) the Materials may be used solely for your personal, informational, non-commercial purposes;
- b) the Materials may not be modified or altered in any way; and
- c) the Materials may not be redistributed.

## **4. Use of Community Services**

Community Services are provided as a convenience to users and COL is not obligated to provide any technical support for, or participate in, Community Services. While Community Services may include information regarding COL products and services, including information from COL employees, they are not an official customer support channel for COL.

You may use Community Services subject to the following:

- a) Community Services may be used solely for your personal, informational, non-commercial purposes;
- b) Content provided on or through Community Services may not be redistributed; and
- c) Personal data about other users may not be stored or Collected except where expressly authorized by COL.

## **5. Reservation of Rights**

The Web Services and Content provided on or through The System are the intellectual property and copyrighted works of COL or a third party provider. All rights, title and interest not expressly granted with respect to The Web Services and Content provided on or through The System are reserved. All Content is provided on an "As Is" and "As Available" basis, and COL reserves the right to terminate the permissions granted to you in Sections 2, 3 and 4 above and your use of the Content at any time.

## **6. Your Content**

You agree that you will only upload, share, post, publish, transmit, or otherwise make available ("Share") on or through The System that you have the right and authority to Share and for which you have the right and authority to grant to COL all of the licenses and rights set forth herein. By Sharing Content, you grant COL a worldwide, perpetual, royalty-free, irrevocable, nonexclusive, fully sub-licensable license to use, reproduce, modify, adapt, translate, publish, publicly perform, publicly display, broadcast, transmit and distribute the Content for any purpose and in any form, medium, or technology now known or later developed. This includes, without limitation, the right to incorporate or implement the Content into any COL product or service,

and to display, market, sublicense and distribute the Content as incorporated or embedded in any product or service distributed or offered by COL without compensation to you.

You warrant that:

- a) you have the right and authority to grant this license;
- b) COL's exercise of the rights granted pursuant to this license will not infringe or otherwise violate any third party rights; and
- c) all so-called moral rights in the Content have been waived to the full extent allowed by law.

You agree that you will neither use The System in a manner, nor Share any Content, that:

- i. is false or misleading;
- ii. is defamatory, derogatory, degrading or harassing of another or constitutes a personal attack;
- iii. invades another's privacy or includes, copies or transmits another's confidential, sensitive or personal information;
- iv. promotes bigotry, racism, hatred or harm against any group or individual;
- v. is obscene or not in good taste;
- vi. violates or infringes or promotes the violation or infringement of another's rights, including intellectual property rights;
- vii. you do not have the right and authority to Share and grant the necessary rights and licenses for;
- viii. violates or promotes the violation of any applicable laws or regulations;
- ix. contains a solicitation of funds, goods or services, or promotes or advertises goods or services; or
- x. contains any viruses, Trojan horses, or other components designed to limit or harm the functionality of a computer. COL may report you to the relevant authorities and may act under the fullest extent of applicable laws if you transmit or upload content intended or designed to cause harm.

COL does not want to receive confidential information from you through or in connection with The System. Notwithstanding anything that you may note or state in connection with Sharing Content, it shall not be considered confidential information and shall be received and treated by COL on a non-confidential and unrestricted basis and COL shall not take and shall not be required to take any steps to safeguard the confidentiality of any information that you Share, other than as specified in COL's Privacy Statement.

## **7. Security, Passwords and Means of Accessing The System**

You agree not to access or use The System in any manner that could damage, disable, overburden, or impair any COL accounts, computer systems or networks.

You agree not to attempt to gain unauthorized access to any parts of The System or any COL accounts, computer systems or networks.

You agree not to interfere or attempt to interfere with the proper working of The System or any COL accounts, computer systems or networks.

You agree not to use any robot, spider, scraper or other automated tools or means to access The System or any COL accounts, computer systems or networks without COL's express written permission.

If any of the Services require you to open an account, you must complete the registration process by providing us with current, complete and accurate information as required by the applicable registration form.

You may also be required to choose a password and a username. Access to and use of password protected or secure areas of The System are restricted to authorized users only.

You agree not to share your password(s), account information, or access to The System with any other person.

You are responsible for maintaining the confidentiality of password(s) and account information, and you are responsible for all activities that occur through the use of your password(s) or account(s) or as a result of your access to The System.

You agree to notify COL immediately of any use of your password(s) or account(s) that you did not authorize or that is not authorized by these Terms of Use.

You agree to ensure that any computer or device you use is secure. This includes taking all reasonable steps to:

- prevent someone misusing or getting unauthorised access to your computer system or to our Web Services.
- make sure your computer system and data are free of computer viruses and all other forms of corruption
- make sure any computer system you use in place of your own is also free of viruses and other forms of corruption.

## **8. No Unlawful or Prohibited Use**

You agree not to use the Web Services or Content provided on or through The System, for any purpose that is unlawful or prohibited by these Terms of Use or the rules, guidelines or terms of use posted for a specific area of The System.

## **9. Indemnity**

You agree to indemnify and hold harmless COL, its officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including reasonable legal fees and costs, due to or arising out of Content that you Share, your violation of these Terms of Use or any additional rules, guidelines or terms of use posted for a specific area of The System, or your violation or infringement of any third party rights, including intellectual property rights.

## **10. Monitoring**

COL has no obligation to monitor all or any part of The System. However, COL reserves the right to review and monitor all use of and activity on The System, and to remove or choose not to make available any part of all off The System at its sole discretion. COL may remove Content that is confidential or proprietary to a third party without that third party's permission.

## **11. Termination of Use**

COL may, in its sole discretion, at any time discontinue providing or limit access to The System or any areas of The System. You agree that COL may, in its sole discretion, at any time, terminate or limit your access to, or use of, The System. COL may terminate or limit your access to or use of the System if COL determines, in its sole discretion, that you have infringed the copyrights of a third party. You agree that COL shall not be liable to you or any third-party for any termination or limitation of your access to, or use of, The System, , including Content that you may have shared.

## **12. Third Party Web Sites, Content, Products and Services**

The System provides links to Web sites and access to Content, products and services of third parties, including users, advertisers, affiliates and sponsors of the System. COL is not responsible for third party Content provided on or through The System or for any changes or updates to such third party sites, and you bear all risks associated with the access to, and use of, such Web sites and third party Content, products and services.

## **13. Disclaimer**

EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE, THE SYSTEM, AND ALL CONTENT PROVIDED ON OR THROUGH THE SYSTEM, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SYSTEM AND ALL CONTENT PROVIDED ON OR THROUGH THE SYSTEM. COL MAKES NO WARRANTY THAT:

- A. THE SYSTEM WILL MEET YOUR REQUIREMENTS;
- B. THE SYSTEM WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS;
- C. THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SYSTEM OR ANY CONTENT PROVIDED ON OR THROUGH THE SYSTEM WILL BE ACCURATE OR RELIABLE; OR
- D. THE QUALITY OF ANY CONTENT PURCHASED OR OBTAINED BY YOU ON OR THROUGH THE SYSTEM WILL MEET YOUR EXPECTATIONS.

ANY CONTENT ACCESSED, DOWNLOADED OR OTHERWISE OBTAINED ON OR THROUGH THE USE OF THE SYSTEM IS USED AT YOUR OWN DISCRETION AND RISK. COL SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF CONTENT.

COL RESERVES THE RIGHT TO MAKE CHANGES OR UPDATES TO, AND MONITOR THE USE OF, THE SYSTEM AT ANY TIME WITHOUT NOTICE.

#### **14. Limitation of Liability**

IN NO EVENT SHALL COL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING FROM YOUR ACCESS TO, OR USE OF, THE WEB SERVICES OR ANY CONTENT PROVIDED ON OR THROUGH THE SYSTEM.

#### **15. Exclusions and Limitations**

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE DISCLAIMER, EXCLUSION OR LIMITATION OF CERTAIN LIABILITIES. TO THE EXTENT THAT THEY ARE HELD TO BE LEGALLY INVALID, DISCLAIMERS, EXCLUSIONS AND LIMITATIONS SET FORTH IN THESE TERMS OF USE, INCLUDING THOSE SET FORTH IN SECTIONS 13 AND 14, DO NOT APPLY AND ALL OTHER TERMS SHALL REMAIN IN FULL FORCE AND EFFECT.

#### **16. Privacy Policy**

COL is concerned about your privacy and has developed a policy to address privacy concerns. For more information, please see COL's Privacy & Cookies Policy.

#### **17. Persons Not of Age of Majority**

Persons who are not of the age of majority are not eligible to use The System, and we ask that no information in relation to such persons be submitted to us.

#### **18. Forward-looking and Cautionary Statements**

Statements set forth in The System may constitute forward-looking and cautionary statements. While these forward-looking statements represent our current judgment on what the future holds, they are subject to risks and uncertainties that could cause actual results to differ materially. You are cautioned not to place undue reliance on these forward-looking statements, which reflect our opinions only as of the date such statements are set forth in The System. Please keep in mind that we are not obligating ourselves to revise or publicly release the results of any revision to these forward-looking statements in light of new information or future events.

## **19. Waiver and Severability**

The failure of COL to exercise or enforce any rights or provisions in these Terms of Use shall not constitute a waiver of such right or provision. If any part or provision of these Terms of Use is found to be unenforceable, such part or provision may be modified to make the Terms of Use as modified legal and enforceable. The balance of the Terms of Use shall not be affected.

## **20. Applicable Laws**

All matters relating to your access to, and use of, the Web Services and Content provided on or through or uploaded to The System shall be governed by New Zealand law. Any legal action or proceeding relating to your access to, or use of, The System shall be instituted in New Zealand. You and COL agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

## **21. Copyright/Trademark**

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## **22. Contact Information**

If you have any questions regarding these Terms of Use, please contact COL at [info@consentonline.com](mailto:info@consentonline.com). If you have any other questions, contact information is available at the page on The System via our website: [www.consentsonline.com](http://www.consentsonline.com).

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