

## **Terms and Conditions**

These terms and conditions are the contract between you and Valkyrie New Zealand Limited (“us”, “we”, etc). By visiting or using Our Website, you agree to be bound by them.

I/ We are Valkyrie New Zealand Limited, a company registered in New Zealand, NZBN number 9429048957069.

Our address is 29 Selwyn Street, Witherlea, Blenheim, Marlborough, 7201

You are: Anyone who uses Our Website.

Please read this agreement carefully and save it. If you do not agree with it, you should leave Our Website immediately.

**These are the agreed terms**

## 1. Definitions

“Content”	means the textual, visual or aural content that is encountered as part of your experience on Our Website. It may include, among other things: text, images, sounds, videos and animations. It includes content Posted by you.
“Directory”	means the gatherandstyle.co.nz directory of Gather and Style webzine, the purpose of Our Website.
"Intellectual Property"	means intellectual property owned by us, of every sort, whether or not registered or registrable in any country, including intellectual property of all kinds coming into existence after today; and including, among others, patents, trademarks, unregistered marks, designs, copyrights, software, domain names, discoveries, creations and inventions, together with all rights which are derived from those rights.
“Our Website”	means any website or service designed for electronic access by mobile or fixed devices which is owned or operated by us or any member of the Valkyrie New Zealand Limited group of companies. It includes all web pages controlled by us.
"Post"	means place on or into Our Website any Content or material of any sort by any means.
“Services”	means all of the services available from Our Website and access to view, comment and post on our Website with or without our editorial support

## 2. Your account and personal information

- 2.1. When you visit Our Website, you accept responsibility for any action done by any person using your name, account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.

- 2.2. You agree that you have provided accurate, up to date, and complete information about yourself. We are not responsible for any error made as a result of such information being inaccurate.
- 2.3. You agree to notify us of any changes in your information immediately it occurs. If you do not do so, we may terminate your account.

### **3. Inclusion in the Directory**

- 3.1. We may place data in the Directory, or edit or remove any entry.
- 3.2. Data placed by us is obtained from open sources on the Internet or elsewhere.
- 3.3. A data subject may edit his entry at any time.
- 3.4. We may preserve or disclose data placed in the Directory by any person:
  - 3.4.1. to comply with the law, including any judicial order;
  - 3.4.2. to respond to any claim by a third party;
  - 3.4.3. to protect the rights of any person;
  - 3.4.4. to disseminate information in the normal course of use of the Directory.

### **4. How we handle your data**

- 4.1. Our privacy policy is strong and precise. It complies fully with the Privacy Act 2020 which is at [\[link to privacy policy\]](#).
- 4.2. If you Post Content to any public area of Our Website it becomes available in the public domain. We have no control over who sees it or what anyone does with it.
- 4.3. Even if access to your data is behind a user registration, it remains effectively in the public domain because someone has only to register and log in, to access it. You should therefore avoid Posting unnecessary confidential information.
- 4.4. We need the freedom to be able to publicise our Services and your own use of them. You therefore now irrevocably grant to us the right and licence to edit, copy, publish, distribute, translate and otherwise

use any Content that you place on Our Website or provide Us to edit and/or place on our Website, in public domain and in any medium. You represent and warrant that you are authorised to grant all such rights.

- 4.5. We will use that licence only for commercial purposes of the business of Our Website. This license is in perpetuity, but may be terminated by You providing written notice to Us. The notice must clearly identify the content to which the termination relates and provide 30 working days to us to remove the content from Our Website. You agree that the license cannot be terminated in respect of content which is now in hard copy medium form such as “books, magazine, advertising and merchandising.
- 4.6. You understand that you are personally responsible for your breach of intellectual property rights, defamation, or any law, which may occur as a result of any Content having been Posted by you. Further by providing the content to US, you confirm You have the authority to grant license to Us as described in 4.4 above.
- 4.7. You accept all risk and responsibility for determining whether any Posting is in the public domain and not confidential.
- 4.8. Please notify us of any security breach or unauthorised use of your account.
- 4.9. We do not solicit ideas or text for improvement of our Service, but if you do send to us material of any sort, you are deemed to have granted to us a licence to use it upon the terms set out at above.

## **5. Restrictions on what you may Post to Our Website**

We invite you to Post Content to Our Website in several ways and for different purposes. We have to regulate your use of Our Website to protect our business and our staff, to protect other users of Our Website and to comply with the law. These provisions apply to all users of Our Website.

We do not undertake to moderate or check every item Posted, but we do protect our business vigorously. If we believe Content Posted breaches the law, we shall co-operate fully with the law enforcement authorities in whatever ways we can.

You agree that you will not use or allow anyone else to use Our Website to Post, upload Content or undertake any activity which is or may:

- 5.1. be unlawful, or tend to incite another person to commit a crime;

- 5.2. consist in commercial audio, video or music files;
- 5.3. be obscene, offensive, threatening, violent, malicious or defamatory including that which We find in Our sole discretion to be racist, sexist or bigoted in content;
- 5.4. be sexually explicit or pornographic;
- 5.5. be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person;
- 5.6. give the impression that it emanates from us or that you are connected with us or that we have endorsed you or your business;
- 5.7. post Content on behalf of some other person, or impersonate another person;
- 5.8. use a Posting to solicit responses unconnected with the purpose of Our Website or the terms proposed by this agreement;
- 5.9. request or collect passwords or other personal information from another user without his permission, nor Post any unnecessary personal information about yourself;
- 5.10. be used to sell any goods or services or for any other commercial use not intended by us, for yourself or for any other person. Examples are: sending private messages with a commercial purpose, or collecting information with the intention of passing it to a third party for his commercial use;
- 5.11. link to any of the material specified in this paragraph;
- 5.12. post excessive or repeated off-topic messages to any forum or group;
- 5.13. send age-inappropriate communications or Content to anyone under the age of 18.

## **6. Your Posting: restricted Content**

In connection with the restrictions set out below, we may refuse or edit or remove a Posting which does not comply with these terms.

In addition to the restrictions set out above, a Posting must not contain:

- 6.1. hyperlinks, other than those specifically authorised by us.

- 6.2. keywords or words repeated, which are irrelevant to the Content Posted.
- 6.3. the name, logo or trademark of any organisation other than yours.
- 6.4. inaccurate, false, or misleading information.

## **7. Removal of offensive Content**

- 7.1. For the avoidance of doubt, this paragraph is addressed to any person who comes on Our Website for any purpose.
- 7.2. We are under no obligation to monitor or record the activity of any user of Our Website for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.
- 7.3. If you are offended by any Content, the following procedure applies:
  - 7.3.1. your claim or complaint must be submitted to Us by email clearly identifying the offensive content and giving your reasons for finding it offensive;
  - 7.3.2. we shall remove the offending Content as soon as we are reasonably able;
  - 7.3.3. after we receive notice of a claim or complaint, we shall investigate so far as we alone decide;
  - 7.3.4. we may re-instate the Content about which you have complained or not.
- 7.4. In respect of any complaint made by you or any person on your behalf, you now irrevocably grant to us a licence to publish the complaint and all ensuing correspondence and communication, without limit.
- 7.5. You now agree that if any complaint is made by you frivolously or vexatiously you will repay us the cost of our investigation including legal fees, if any indemnify any costs, fees or damages (including legal fees) that arise as a result of actions taken to respond to Your frivolously or vexatious complaint.

## **8. Our Website: moderated Content**

Whatever the age of consent in your country, we are anxious that our users should be protected from unsuitable Content. To protect you and your children, you should know our policy, which is as follows:

- 8.1. Insofar as Content relates to children, our volunteers have checked both the entries, and, where relevant, the links.
- 8.2. We do not knowingly collect personal information from any person under the age of 18 years.
- 8.3. Any person of any age may freely access any page of Our Website. We do not check identities or moderate Content beyond our reasonable control.
- 8.4. It is you, not we, who provide access to Our Website for the children in your care. It is for you to check that the Content your children might see is suitable for them.
- 8.5. Where links are concerned, you may like to check the privacy policies of those sites where your children might visit frequently to see how they collect and use information.
- 8.6. You acknowledge that we are not responsible for Content that anyone has placed on Our Website for the content of the site accessible by a link from Our Website.
- 8.7. You now agree to waive any claim you may otherwise have against us on account of age-related suitability of Content and to indemnify us against any claim made by any person on behalf of a child in your care.

## **9. Security of Our Website**

If you violate Our Website, we may take legal action against you. You now agree that you will not, and will not allow any other person to:

- 9.1. modify, copy, or cause damage or unintended effect to any portion of Our Website, or any software used within it.
- 9.2. link to Our Website in any way that would cause the appearance or presentation of Our Website to be different from what would be seen by a user who accessed Our Website by typing the URL into a standard browser;

- 9.3. download any part of Our Website, without our express written consent;
- 9.4. collect or use any product listings, descriptions, or prices;
- 9.5. collect or use any information obtained from or about Our Website or the Content except as intended by this agreement;
- 9.6. aggregate, copy or duplicate in any manner any of the Content or information available from Our Website, other than as permitted by this agreement or as is reasonably necessary for your use of the Services;
- 9.7. share with a third party any login credentials to Our Website;
- 9.8. Use Our Website to disseminate or spread any virus, trojan software, malware or any other unknown malicious software type to us or any person via Our Website
- 9.9. Despite the above terms, we now grant a licence to you to:
  - 9.9.1. create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. You can do this without specific permission. This licence is conditional upon your not portraying us or any product or service in a false, misleading, derogatory, or otherwise offensive manner. You may not use any logo or other proprietary graphic or trademark of ours as part of the link without our express written consent.
  - 9.9.2. you may copy the text of any page for your personal use in connection with the purpose of Our Website or a Service we provide.

## **10. Intellectual Property**

You agree that at all times you will:

- 10.1. not do anything which does or might reduce the value of our Intellectual Property or challenge our ownership of it.
- 10.2. notify us of any suspected infringement of the Intellectual Property;
- 10.3. so far as concerns software provided or made accessible by us to you, you will not:
  - 10.3.1. copy, or make any change to any part of its code;

- 10.3.2. use it in any way not anticipated by this agreement;
  - 10.3.3. give access to it to any other person than you, the licensee in this agreement;
  - 10.3.4. in any way provide any information about it to any other person or generally.
- 10.4. not use the Intellectual Property except directly as intended by this agreement or in our interest.

## **11. Disclaimers and limitation of liability**

- 11.1. The law differs from one country to another. You agree that despite Your location the laws of New Zealand will be the legal jurisdiction under which legal matters, legal claims, complaints, proceedings matters of conduct and criminal activity will be determined and resolved.
- 11.2. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warrant or term cannot be excluded, then this sub paragraph shall be deemed to be reduced in effect, only to the extent necessary to release that specific condition, warranty or term have regard to the agreed jurisdiction in paragraph 11.1.
- 11.3. Our Website includes Content Posted by third parties. We are not responsible for any such Posting. If you come across any Content which offends against this document, please contact us via the “Contact us” page on Our Website.
- 11.4. You are advised that Content may include technical inaccuracies or typographical errors. This is inevitable in any large website. We would be grateful if you bring to our immediate attention via Our Website or by email any that you find.
- 11.5. Our Website contains links to other Internet websites. We have neither power nor control over any such website. You acknowledge and agree that we shall not be liable in any way for the content of any such linked website, nor for any loss or damage arising from your use of any such website or from your buying services or goods via such a website.
- 11.6. The Gather and Style Website and Valkyrie New Zealand Limited Services are provided “as is”. We make no representation or warranty that the service will be:

- 11.6.1. useful to you;
  - 11.6.2. of satisfactory quality;
  - 11.6.3. fit for a particular purpose;
  - 11.6.4. available or accessible, without interruption, or without error.
- 11.7. We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from Our Website.
- 11.8. We accept no responsibility for:
- 11.8.1. third party advertisements which are posted on Our Website or through the Services;
  - 11.8.2. the conduct, whether online or offline, of any user of Our Website or the Services;
  - 11.8.3. failure or malfunction of computer hardware or software or technical equipment or system connected directly or indirectly to your use of the Services.
- 11.9. You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us in the immediately preceding 12 month period for the Services concerned.
- 11.10. In all cases including in the case of death or personal injury, our total liability under this agreement, however it arises, shall not exceed the sum of \$1,000NZD (One thousand New Zealand Dollars).
- 11.11. We shall not be liable to you for any loss or expense which is:
- 11.11.1. indirect or consequential loss; or
  - 11.11.2. economic loss or other loss of turnover, profits, business or goodwill even if such loss was reasonably foreseeable or we knew you might incur it.
  - 11.11.3. Any loss in relation to Your reputation, goodwill or privacy and confidentially
  - 11.11.4. Personal injury, death or emotional/psychological harms which is accepted as an Accident Compensation Corporation (ACC) claim

11.12. This agreement (paragraph which excludes or restricts our liability) applies to our directors, shareholders, officers, employees, subcontractors, agents and affiliated companies as well as to us.

## **12. You indemnify us**

12.1. You agree to indemnify us (directors, shareholders, officers, employees, subcontractors, agents and affiliated companies) against all costs, claims and expense arising directly or indirectly from:

12.1.1. your failure to comply with the law of any country;

12.1.2. your breach of this agreement;

12.1.3. a contractual claim arising from your use of the Services

12.1.4. any Content you Post, download or access to and from Our Website;

12.1.5. a breach of the intellectual property rights of any person.

12.2. You further agree to take all reasonable steps to ensure any content posted by You or provided by You to Us, to post on Our Website is not subject to any existing or potentially copyright, trade mark or Intellectual Property claim by any Third Party.

## **13. Miscellaneous matters**

13.1. You undertake to provide to us your current land address, e-mail address and telephone number as often as they are changed together with all information that we may require to enable us to fulfil our obligations under this contract.

13.2. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

13.3. If you are in breach of any term of this agreement, we may:

- 13.3.1. publish all text and Content relating to the claimed breach, including your name and email address and all correspondence between us and our respective advisers; and you now irrevocably give your consent to such publication.
  - 13.3.2. terminate your account and refuse access to Our Website;
  - 13.3.3. remove or edit Content, or cancel any order at our discretion;
  - 13.3.4. issue a claim in any court.
  - 13.3.5. report the breach to the Police or other disciplinary or investigative body
- 13.4. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 13.5. You agree that we may disclose your information including assigned IP numbers, account history, account use, etc to any judicial or proper legal authority who makes a written request without further consent or notification to you.
- 13.6. Any communication to be served on either party by the other shall be delivered by hand or sent by registered post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

- (i) if delivered by hand: on the day of delivery;
  - (ii) if sent by post to the correct address: within 5 working days of the registered post date;
  - (iii) If sent by e-mail by 5 working days of the date and time of the email sent and accepted by the server of the receiver
- 13.7. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation within the New Zealand jurisdiction and subject only to the laws and regulations which apply within New Zealand.
- 13.8. This agreement does not give any right to any third party under the Contract and Commercial Law Act 2017 or otherwise, except that any provision in this agreement which excludes or restricts the liability of our directors, officers, employees, subcontractors, agents and affiliated companies, may be enforced under that Act.

- 13.9. In the event of any conflict between any term of this agreement and the provisions of the constitution of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.
- 13.10. The validity, construction and performance of this agreement shall be governed by the laws of New Zealand and you agree that any dispute arising from it shall be litigated only in that country.