

WEBSITE TERMS AND CONDITIONS OF USE

About the Website

Welcome to outeastinsurance.co.nz (the '**Website**'). The Website Insurance brokerage (the '**Services**').

The Website is operated by Out East Insurance Solutions (NZBN 9429050226245). Access to and use of the Website, or any of its associated Products or Services, is provided by Out East Insurance Solutions. Please read these terms and conditions (the '**Terms**') carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood, and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website or any of the Services immediately.

Out East Insurance Solutions reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Out East Insurance Solutions updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

Acceptance of the Terms

You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by Out East Insurance Solutions in the user interface.

Registration to use the Services

In order to access the Services, you must first register a 'Contact Us' form through the Website.

As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself (such as identification or contact details), including:

Email address

Mailing address

Telephone number

You warrant that any information you give to Out East Insurance Solutions in the course of completing the 'Contact Us' form process will always be accurate, correct, and up to date. Once you have completed the 'Contact Us' form process, you will be a registered lead of the Website and agree to be bound by the Terms.

You may not use the Services and may not accept the Terms if:

you are not of legal age to form a binding contract with Out East Insurance Solutions, or you are a person barred from receiving the Services under the laws of New Zealand or other countries including the country in which you are resident or from which you use the Services.

Your obligations as a website lead

As a website User (the '**Lead**'), you agree to comply with the following:

you will use the Services only for purposes that are permitted by:

the Terms; and

any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;

you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services;

any use of your registration information by any other person(s) or third parties is strictly prohibited. You agree to immediately notify Out East Insurance Solutions of any unauthorised use of your password or email address or any breach of security of which you have become aware;

access and use of the Website is limited, non-transferable, and allows for the sole use of the Website by you for the purposes of Out East Insurance Solutions providing the Services;

you will not use the Services or the Website in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of Out East Insurance Solutions;

you will not use the Services or Website for any illegal and/or unauthorised use which includes collecting email addresses of Leads by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website;

you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Services. Appropriate legal action will be taken by Out East Insurance Solutions for any illegal or unauthorised use of the Website; and you acknowledge and agree that any automated use of the Website or its Services is prohibited.

Copyright and Intellectual Property

The Website, the Services, and all the related products of Out East Insurance Solutions are subject to copyright. The material on the Website is protected by copyright under the laws of New Zealand and through international treaties. Unless otherwise indicated all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes and are reserved by Out East Insurance Solutions or its contributors.

All trademarks, service marks, and trade names are owned, registered, and/or licensed by Out East Insurance Solutions, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a Lead to:

- use the Website, pursuant to the Terms;
- copy and store the Website and the material contained on the Website in your device's cache memory; and
- print pages from the Website for your own personal and non-commercial use.

Out East Insurance Solutions does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by Out East Insurance Solutions.

Out East Insurance Solutions retains all rights, titles, and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any:

- business name, trading name, domain name, trademark, industrial design, patent, registered design, or copyright, or
- a right to use or exploit a business name, trading name, domain name, trademark, or industrial design, or
- a thing, system, or process that is the subject of a patent, registered design, or copyright (or an adaptation or modification of such a thing, system, or process), to you.

You may not, without the prior written permission of Out East Insurance Solutions and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in

any way the Services or third party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website which are freely available for re-use or are in the public domain.

Privacy

Out East Insurance Solutions takes your privacy seriously and any information provided through your use of the Website and/or Services are subject to Out East Insurance Solutions' Privacy Policy, which is available on the Website.

General Disclaimer

Nothing in the Terms limits or excludes any guarantees, warranties, representations, or conditions implied or imposed by law, including the New Zealand Consumer Law (or any liability under them) which by law may not be limited or excluded.

Subject to this clause, and to the extent permitted by law:

all terms, guarantees, warranties, representations, or conditions which are not expressly stated in the Terms are excluded; and

Out East Insurance Solutions will not be liable for any special, indirect, or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute, or otherwise.

Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors, and licensors of Out East Insurance Solutions make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of Out East Insurance Solutions) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful components, loss of data, communication line failure, unlawful third-party conduct, or theft, destruction, alteration, or unauthorised access to records;

the accuracy, suitability, or currency of any information on the Website, the Services, or any of its Services-related products (including third-party material and advertisements on the Website);

costs incurred as a result of you using the Website, the Services, or any of the products of Out East Insurance Solutions; and

the Services or operation with respect to links that are provided for your convenience.

Limitation of liability

Out East Insurance Solutions' total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute, or otherwise, will not exceed the resupply of the Services to you.

You expressly understand and agree that Out East Insurance Solutions, its affiliates, employees, agents, contributors, and licensors shall not be liable to you for any direct, indirect, incidental, special, consequential, or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, and any other intangible loss.

Indemnity

You agree to indemnify Out East Insurance Solutions, its affiliates, employees, agents, contributors, third-party content providers, and licensors from and against:

all actions, suits, claims, demands, liabilities, costs, expenses, loss, and damage (including legal fees on a full indemnity basis) incurred, suffered, or arising out of or in connection with your content;

any direct or indirect consequences of you accessing, using, or transacting on the Website or attempt to do so; and/or

any breach of the Terms.

Governing Law

The Terms are governed by the laws of New Zealand. Any dispute, controversy, proceeding, or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted, and construed by, under, and pursuant to the laws of New Zealand, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

WEBSITE PRIVACY POLICY

This Privacy Policy applies to all personal information collected by Out East Insurance Solutions via the website located at outeastinsurance.co.nz

What is "personal information"?

The Privacy Act 2020 currently defines "personal information" as meaning information or an opinion about an identified individual or an individual who is reasonably identifiable:

whether the information or opinion is true or not; and

whether the information or opinion is recorded in a material form or not.

If the information does not disclose your identity or enable your identity to be ascertained, it will, in most cases, not be classified as "personal information" and will not be subject to this privacy policy.

What information do we collect?

The kind of personal information that we collect from you will depend on how you use the website. The personal information which we collect and hold about you may include Name, Email Address, Postal Address, Contact Number, IP address.

How we collect your personal information

We may collect personal information from you whenever you input such information into the website.

We also collect cookies from your computer which enable us to tell when you use the website and to help customise your website experience. As a general rule however, it is not possible to identify you personally from our use of cookies.

Purpose of collection

The purpose for which we collect personal information is to provide you with the best service experience possible on the website.

We customarily disclose personal information only to our service providers who assist us in operating the website. Your personal information may also be exposed from time to time to maintenance and support personnel acting in the normal course of their duties.

By using our website, you consent to the receipt of direct marketing material. We will only use your personal information for this purpose if we have collected such information direct from you, and if it is material of a type which you would reasonably expect to receive from us. We do not use sensitive personal information in direct marketing activity. Our direct marketing material will include a simple means by which you can request not to receive further communications of this nature.

Access and correction

New Zealand Privacy Principle 2 permits you to obtain access to the personal information we hold about you in certain circumstances, and New Zealand Privacy Principle 7 allows you to correct inaccurate personal information subject to certain exceptions. If you would like to obtain such access, please contact us as set out below.

Complaint procedure

If you have a complaint concerning the manner in which we maintain the privacy of your personal information, please contact us as set out below. All complaints will be considered, and we may seek further information from you to clarify your concerns. If we agree that your complaint is well-founded we will, in consultation with you, take appropriate steps to rectify the problem. If you remain dissatisfied with the outcome, you may refer the matter to the Office of the New Zealand Information Commissioner.

Overseas transfer

Your personal information will not be disclosed to recipients outside New Zealand unless you expressly request us to do so. If you request us to transfer your personal information to an overseas recipient, the overseas recipient will not be required to comply with the New Zealand Privacy Principles, and we will not be liable for any mishandling of your information in such circumstances.

How to contact us about privacy

If you have any queries, or if you seek access to your personal information, or if you have a complaint about our privacy practices, you can contact us through: james@outeastinsurance.co.nz.