

# Website Terms & Conditions

Last updated: 14 November 2018

## General

The information data and material ("Information") contained in this website ("website") has been prepared solely for the purpose of providing information about SKOPE Industries Ltd ("SKOPE"/"we"/"us"), its subsidiaries and partners and the services that they offer.

Your access to the website is subject to the following terms and conditions ("Terms & Conditions"). By using the website you agree to be bound by the Terms & Conditions and we therefore encourage you to click through to read the Terms & Conditions in full. If you do not agree to these Terms & Conditions please do not use the website.

## You agree:

1.1 to abide by all applicable laws, regulations and codes of conduct when using the website and to be solely responsible for all things arising from your use of the website;

1.2 not to use the website in any way which might infringe any rights of any third party or give rise to a legal claim against SKOPE by any third party;

1.3 not to damage, interfere with or disrupt access to the website or do anything that may interrupt or impair its functionality;

1.4 not to obtain or attempt to obtain unauthorised access, through whatever means, to the website or other services or computer systems or areas of our, or any of our partners', networks which are identified as restricted;

1.5 not to collect or store personal data about other users for commercial purposes;

1.6 to respect the privacy of your fellow Internet users;

## Content

2.1 All Content (including, but not limited to articles, features, photographs, images, brands, logos, illustrations, audio clips and video clips), as well as all products, software, technology or processes described in this website are protected by copyright, trade marks, service marks and/or other intellectual property rights and laws (collectively "Rights") and all Rights in relation to the website are and shall remain owned or controlled by SKOPE, or as appropriate, the third party Rights owner. You shall abide by all additional copyright notices, information, or restrictions contained in any Content accessed through this website.

2.2 Nothing contained on the website should be construed as granting, by implication or otherwise, any licence or right to use, deal with or copy in any way in part or in whole any Rights without our written permission or, as appropriate, the permission of the third party Rights owner. Your misuse of the Rights, except as expressly provided in these Terms and Conditions, is strictly prohibited. 2.3 You may however download or copy the Content and other downloadable items displayed on this website subject to the following conditions:

2.2.1 copying or storing of any Content for any reason other than personal use is expressly prohibited without prior written permission from SKOPE or the copyright holder identified in the copyright notice contained in the relevant part of the Content;

2.2.2 all copies must maintain copyright and other intellectual property notices contained in the original material.

## No Warranties

3.1 The website is provided "as is" without any representations or warranties (either express or implied), including but not limited to any implied warranties or implied terms of reliability, quality, functionality, absence of contaminants (including viruses, worms, trojan horses or similar), availability, satisfactory quality, fitness for a particular purpose or non-infringement. All such implied terms and warranties are hereby excluded. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. Check your local laws for any restrictions of limitations regarding the exclusion of implied warranties.

3.2 While SKOPE uses reasonable efforts to include accurate and up to date information on the website, it makes no warranties or representations as to its accuracy or completeness. SKOPE is not responsible for any errors or omissions or for the results obtained from the use of such information. The information does not constitute any form of advice, recommendation or arrangement by SKOPE or its affiliates or any other party involved in the website and is not intended to be relied upon by users in making (or refraining

from making) any decisions based on such information. You must make your own decisions on whether or not to rely on any information posted on the website.

3.3 While SKOPE takes all reasonable steps to ensure a fast and reliable service it will not be held responsible for the security of the website or for any disruption of the website however caused, loss of or corruption of any material in transit, or loss of or corruption of material or data when downloaded onto any computer system. You will remain responsible and liable for material you upload on to or access from the website and you will indemnify SKOPE in the manner set out in paragraph 4.2 below in the Terms and Conditions in relation to your accessing or uploading.

## Liability for Losses/Indemnity

4.1 By accessing this website you agree that SKOPE will not be held liable to you or any third party for any direct, indirect, special, consequential or any other loss or damage arising from the use of or inability to use the website or from your access of other material on the internet via web links from this website.

4.2 You agree to indemnify, keep indemnified, defend and hold harmless SKOPE and its subsidiaries, affiliates and their respective officers, directors, employees, owners, agents, information providers and licensors (collectively the "Indemnified Parties") from and against any and all claims, damages, liability, losses, costs and expenses (including legal fees) (whether or not foreseeable or avoidable) incurred or suffered by any Indemnified Party and any claims or legal proceedings which are brought or threatened arising from your use of, connection with or conduct on the website or any breach by you of these Terms and Conditions. SKOPE reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate without defence of such claim.

## Links to Third Party Sites and Third Party Advertisements

This website from time to time contains links to other related World Wide Web Internet sites, resources and sponsors of this website. Since SKOPE does not approve, check, edit, vet or endorse such sites, you agree that SKOPE is not responsible or liable in any way for the content, advertising or products available from such sites or any dealings that you may have, or the consequences of such dealings, with the operators of such sites. You agree that any dealings you have with such third party site operators shall be on the terms and conditions (if any) of the third party site operator and should direct any concerns regarding any external link to the site administrator or Webmaster of such site. SKOPE makes no representations nor does it take any responsibility in relation to the content of any sites accessed through these links.

## Changes to Terms and Conditions

SKOPE may from time to time change, alter, adapt, add or remove portions of these Terms and Conditions and, if it does so, will post any such changes on this website. Your continued use of the website after such changes constitutes your acceptance of those changes.

## Changes to Website

SKOPE may also change, suspend or discontinue any aspect of the website, including the availability of any features, information, database or content or restrict your access to parts or all of the website at its discretion without notice or liability.

## Jurisdiction

The Terms and Conditions of the website and the Content shall be governed and construed in accordance with the laws of New Zealand and the New Zealand court shall have exclusive jurisdiction to adjudicate any dispute which may arise in relation thereto.

## Termination and Suspension

SKOPE (and any persons authorised by it), may at its sole discretion immediately suspend or terminate your right to use the website without any warning if it considers that you have contravened any of these Terms and Conditions. This is without prejudice to any other rights or remedies that SKOPE may have.

## Privacy Policy

SKOPE is committed to protecting your privacy and ensuring that your personal information remains confidential. Please read our Privacy Policy for more information.

[PRIVACY POLICY >](#)

## Your Acceptance

By using our website and submitting our online forms you are deemed to have accepted these Terms and Conditions and our Privacy Policy.

# Contact Us

If you have any questions or comments regarding these Terms and Conditions please contact us.

[CONTACT US >](#)

## Customer Experience

### AUSTRALIA

Freephone: **1800 121 535**

Email: [skope@skope.com](mailto:skope@skope.com)

### NEW ZEALAND

Freephone: **0800 947 5673**

Email: [skope@skope.com](mailto:skope@skope.com)

### INTERNATIONAL

Phone: **+64 3 983 3800**

Email: [skope@skope.com](mailto:skope@skope.com)

## SKOPE Head Office

### Street Address

SKOPE Industries Ltd

57 Princess Street

Riccarton

Christchurch 8041

NEW ZEALAND

### PO Box

SKOPE Industries Ltd

PO Box 1091

Christchurch 8140

NEW ZEALAND