

# WEBSITE TERMS OF USE

**Terms and conditions of access to and use of the Barry Jordan website.**

## DEFINITIONS AND INTERPRETATION

In these Terms:

**Content** includes all material and information displayed on the Site, including real time or other information, notices, data, text, materials, graphics, software, tools, results, names, logos and trade marks on the Site.

**Barry Jordan, us or we** means Barry Jordan.

**Site** means Barry Jordan's website found at <https://www.BarryJordan.co.nz/>.

**Terms** means these terms and conditions of access to, and use of, the Site, and our privacy policy.

**you or yours** means you, the person using the Site.

## ACCESS

- Access to the Site is subject to the absolute discretion of Barry Jordan. Barry Jordan may deny you access to the Site at any time without notice. By using this Site, you confirm that you have read and understood the Terms and agree to be bound by them when using the Site.

## CONTENT

- All Content is protected by copyright, trade mark and other intellectual property laws unless expressly indicated otherwise on the Site. All rights, title and interest in and to the Content are owned by Barry Jordan or Barry Jordan's licensor(s). If the owner of any material published on the Site is not Barry Jordan, your rights in respect of that material will be as defined by the copyright owner of the material concerned.
- Barry Jordan grants you a non-exclusive licence to view and print Content and make such copies as are reasonably necessary for this purpose. Any copies of Content that you make must retain all applicable copyright and other notices on the Site. Except as provided above, you may not copy, store (either in hard copy or in an electronic retrieval system), use, modify, transmit, publish, reproduce, post, distribute, sell, license, or otherwise transfer any Content to a third party.
- You must not use the Site or the Content in any manner or for any purpose which is unlawful or which violates any right of Barry Jordan or the owner of any Content.

## DISCLAIMER

- You acknowledge that the Content may not be accurate or complete. Barry Jordan will use reasonable endeavours, but shall not be liable, to rectify any material error in any of the Content as soon as reasonably practicable after being notified of such. You are solely responsible for any actions you take in reliance on the Content. If you want to rely on any Content, you should contact Barry Jordan first.
- Barry Jordan and its directors, officers, agents, employees or contractors:
  - I. to the maximum extent permitted by law, exclude all representations, warranties, conditions and other terms (including any conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for

these Terms might have effect in relation to the Site and the Content;

- II. do not warrant that any of the functions contained in the Site or your access to the Site will be uninterrupted or error-free, and Barry Jordan will have no liability arising from your access to, or use of, the Site or the Content.
- We may revise these Terms at any time without prior notice to you. It is your responsibility to ensure you review and understand the Terms applicable to the use of the Site every time you access it. If you do not wish to accept any new terms and conditions, you should not continue to use the Site.

## LIABILITY

- Barry Jordan and its personnel exclude all liability and responsibility for any loss or damage, whether arising in tort (including negligence), contract or otherwise that you or any third party may incur or suffer in connection with your use of the Site or Content, including loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use or browsing of, the Site or your downloading of Content from the Site or content from any websites linked to the Site.
- Nothing in these Terms shall exclude or limit our liability to you for any liability which cannot be lawfully excluded or limited.
- You agree to indemnify us fully, defend and hold us and our personnel harmless from and against all claims, liability, damages, losses, costs (including reasonable legal fees) arising out of any breach of the Terms by you, or your access to, or use of, the Site or the Content.

## LINKS

- The Site may from time to time contain links to third party web sites (other websites). Other websites may not be under the control of Barry Jordan and Barry Jordan takes no responsibility for the content of other websites. The inclusion on the Site of a link to any other website does not imply any endorsement by Barry Jordan of that other website.
- Barry Jordan prohibits caching, unauthorised hypertext links (including deep linking) to the Site and the framing of any content without Barry Jordan's prior written consent. Barry Jordan reserves the right to disable any unauthorised frames or links to or from the Site.

## COOKIES

- A cookie is a small text file which may be put on your computer's hard disk in order to recognise your computer at a later time. You may configure your web browser to not accept cookies, however you may experience a loss of functionality as a result.
- Amongst other things, Barry Jordan may use the information collected by cookies to track Site usage patterns or display content that is more relevant to you based on information we collect when you visit the Site.

## VIRUSES, ETC

- In accessing or using the Site, you warrant to Barry Jordan that your access to, or use of, the Site will not introduce anything, including any virus, trojan horse or computer programming code, which would have the effect of disrupting, impairing, disabling or otherwise adversely affecting or shutting down the Site, or denying access to any other user of the Site.

## BREACH OF TERMS

- Barry Jordan may, without prior notice to you, block your access to the Site if you or any person gaining access to the Site through you breaches any of these Terms (or Barry Jordan believes that to be the case), or Barry Jordan otherwise determines that you are accessing or using the Site or any Content in an inappropriate or unacceptable manner. In addition, Barry Jordan may take legal action in respect of any breach of these Terms.
- If you become aware of any breach of these Terms, or any misuse of the Site or the Content you must notify Barry Jordan immediately in writing.

## GOVERNING LAW

- By accessing the Site, you and Barry Jordan agree that all matters relating to your access to, or use of, the Site shall be governed by, construed and enforced in accordance with the laws of New Zealand. Any dispute arising from or in connection with these Terms is subject to the exclusive jurisdiction of the courts of New Zealand.

## PRIVACY POLICY

### VISITORS

When you visit our website, we may collect and store the following information about your visit:

- the IP address of your machine and the domain name you access the internet from
- the operating system and the browser your computer uses, and any search engine you use
- the date and time you are visiting
- the URLs of the pages you visit
- if you provide it, your email address.

We may use this information for a variety of reasons, including to measure the number of visitors to different parts of the site and the effectiveness of the Site, its services and advertising. We do not disclose information about individual visitors or sell information which identifies you personally. We may disclose information to relevant law enforcement authorities if we suspect you are using this site for unlawful activity.

If you choose to provide us with personal information, such as your email address, you consent to us using that information as above and for the purposes for which you provided it (as reasonably determined by us).

### HOW TO UNSUBSCRIBE (OPT-OUT) FROM EMAIL MARKETING

If you receive an unwanted email message from Barry Jordan, you can:

- follow the unsubscribe instructions in the email; or
- contact us and ask to be unsubscribed.

### CHANGING THIS POLICY

We may change this policy at any time by changing or removing any or all of its terms. We will notify any changes by posting an updated policy on our website. Any change we make applies from the date we post it on the website. It is your responsibility to check this policy for changes each time you visit this site.

**If you have any questions about Barry Jordan's online privacy policy, please contact us.**