

Terms of Use

Introduction

These terms of use ("these terms") set out the terms on which Agate Legal Limited ("us", "we", or "our") provides and makes available this website.

By and in accessing and/or using this website, you are deemed to accept these terms relating to that access and use and to all information on this website.

1 Purpose of Website

- 1.1 The purpose of this website is to enable us to provide general information only. The information on this website does not constitute legal or other advice.
- 1.2 We do not warrant that this website or the information on it is up to date. We do not have any responsibility to update this website or the information on it.
- 1.3 We disclaim all warranties (express or implied) in relation to this website and the information on it, including in respect of accuracy, completeness and fitness for purpose.
- 1.4 Any link from this website to any other website is to further the provision of general information (as referred to above) and does not imply any endorsement of or responsibility for that other website or its content.
- 1.5 Any link from any other website to this website does not imply any endorsement of or responsibility for this website or its content.
- 1.6 Nothing in or on this website constitutes an offer to represent you. Any communication made through this website may not be secure or private (or privileged).
- 1.7 You should seek independent advice before acting on any information on this website.

2 Intellectual Property

- 2.1 We own all copyright and other intellectual property rights in this website and all information on it, except for any third party content that may be accessed through this website.
- 2.2 You may access and use this website only for your personal, non-commercial purposes and provided any storage of any information on or from it is temporary in nature. You may not, without our prior written consent, access or use this website (or any information on it) for any other purpose or on any other basis.
- 2.3 Any rights you have in relation to any third party content on this website are subject to the rights of that third party in that content.

3 Liability

To the maximum extent permitted by law, we are not responsible or liable, whether in contract, tort (including negligence), statute, equity or otherwise, for any loss or damage (including any loss of revenue or profit, or any indirect or consequential loss or damage, however described or claimed), cost or expense, arising or resulting from any access to or use of (or from any inability to access or use) this website (or any other website linked to this website) or any information on (or not contained on) or accessed through this website.

4 Governing Law and Jurisdiction

- 4.1 This website, access to and use of this website, these terms, and the information on this website, are governed by (and are to be interpreted in accordance with) New Zealand law. The New Zealand Courts have exclusive jurisdiction in relation to such matters, and you submit to that jurisdiction.
- 4.2 To the maximum extent permitted by law, we are not responsible or liable for any failure of this website to comply with any laws of any other country.

5 General

In these terms, headings are inserted for convenience only and do not affect interpretation, the singular includes the plural and vice versa, and any reference to 'include' or 'including' (or any similar expression) is deemed to be followed by the words 'without limitation'.