

## **Disclaimers**

Date: 12 November 2020

- YOU SHOULD INDEPENDENTLY EVALUATE THE ACCURACY AND THE USEFULNESS OF THE CONTENT FOR YOUR PARTICULAR NEEDS. Products and services are subject to change without notice. All Content, the System and Services are subject to the disclaimers contained in these Terms of Use.
- All Content is intended for reference purposes only. We do not guarantee the quality, truth, accuracy, completeness or timeliness of the information, and accepts no liability (whether in tort, contract or otherwise) for any loss or damage howsoever arising from or in reliance on the Content.
- Additionally, the System may include technical inaccuracies or typographical errors. We shall have no liability in connection with any such inaccuracies or errors, nor shall we have any obligation to identify and/or correct any such inaccuracies or errors.
- 4. THE SYSTEM AND THE CONTENT AND SERVICES AVAILABLE THROUGH IT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR INFORMATIONAL PURPOSES ONLY. YOU EXPRESSLY AGREE THAT USE OF THE SYSTEM, THE SERVICES, AND/OR THE CONTENT IS AT YOUR SOLE RISK.
- 5. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE, OUR PARENT COMPANY AND OUR AFFILIATES AND RELATED COMPANIES, AND EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, SUPPLIERS, LICENSORS OR AGENTS, DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY OR NON-INFRINGEMENT.
- 6. YOU EXPRESSLY AGREE THAT USE OF THE SYSTEM, INCLUDING ALL CONTENT, DATA OR SOFTWARE DISTRIBUTED BY, DOWNLOADED OR ACCESSED FROM THE SYSTEM, IS AT YOUR SOLE RISK. YOU UNDERSTAND AND AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGE TO YOUR BUSINESS, YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH CONTENT, DATA AND/OR SOFTWARE.
- 7. YOU ACKNOWLEDGE THAT WE DO NOT CONTROL INFORMATION, PRODUCTS OR SERVICES OFFERED BY THIRD PARTIES THROUGH THE SYSTEM. EXCEPT AS OTHERWISE AGREED IN WRITING, WE AND OUR AFFILIATES ASSUME NO RESPONSIBILITY FOR AND MAKE NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, CURRENCY, COMPLETENESS, RELIABILITY OR USEFULNESS OF ANY ADVICE, OPINION, STATEMENT OR OTHER CONTENT OR OF ANY PRODUCTS OR SERVICES DISTRIBUTED OR MADE AVAILABLE BY THIRD PARTIES.



- 8. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, OUR PARENTS, SUBSIDIARIES, AFFILIATES OR RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS OR SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES THAT: (A) THE SYSTEM OR ITS CONTENT WILL MEET YOUR REQUIREMENTS; (B) THE SYSTEM OR ITS CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE, COMPLETE, OR ERROR FREE; (C) THAT DEFECTS, IF ANY, WILL BE CORRECTED; OR (D) THE SYSTEM, CONTENT, THE SERVERS OR NETWORKS THROUGH WHICH THE SYSTEM IS MADE AVAILABLE ARE SECURE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR ARE COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE. NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THIS SYSTEM OR THE SERVICES, OR AS TO THE ACCURACY, COMPLETENESS, SECURITY, TIMELINESS OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH USE OF THE SYSTEMS.
- EXCEPT AS SPECIFICALLY AGREED TO IN WRITING AND AS REFLECTED IN OUR PRIVACY POLICY, WE DISCLAIM ANY WARRANTY OR REPRESENTATION THAT CONFIDENTIALITY OF INFORMATION TRANSMITTED THROUGH THE SYSTEM WILL BE MAINTAINED.
- NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SYSTEM SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN WRITING.
- 11. If you are in New Zealand, in trade and using the System in trade, you agree that the rights and remedies under the Consumer Guarantees Act 1993 and sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 do not apply in respect of your use of the System.