



# Terms and Conditions

## Topline Trade Services – Website User Terms

Your access to, and use of the Site (our internet website) and the services we provide to you are all subject to the following terms and conditions, notices, disclaimers (which is available at this link: <https://www.toplinetradeservices.co.nz/website-terms-conditions/>) and our Privacy Policy (which is available at this link: <https://www.toplinetradeservices.co.nz/privacy-policy/>) – whichever country you are accessing the Site from.

In addition, when you use any service from us, you will be bound by the rules, guidelines, policies, terms and conditions, which the Site indicates to you at the time as being applicable to our services. These Terms and Conditions may be changed at any time by us and any such changes will be notified on the Site.

## Website User Terms

### 1. DEFINITIONS

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- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"**Topline**", "**we**", "**our**" and "**us**" all mean Topline Trade Services Limited (New Zealand Company Number: 373630), and includes our group, affiliated, related or associated entities, and/or any officer, employee, contractor or agent of any of them.

"**Force Majeure**" has the meaning given in clause 9.3.

"**Privacy Policy**" means our current privacy policy, available and updated from time to time at [www.toplinetradeservices.co.nz/privacy-policy/](https://www.toplinetradeservices.co.nz/privacy-policy/).

"**Services**" means the information services we provide on and through the Site relating to the advertisement and marketing of the plumbing, gasfitting and drainage services that are provided by Topline.

"**Site**" means this internet website at the domain [www.toplinetradeservices.co.nz](https://www.toplinetradeservices.co.nz) operated by Topline Trade Services Limited.

"**Terms and Conditions**" means these standard website user terms.

"**Visitor**", "**you**" and "**your**" all mean you as a visitor to the Site.

### 2. YOUR USE OF THE SITE

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- 2.1 The Site is owned and operated by Topline. By using the Site, you agree to abide by these Terms and Conditions and our Privacy Policy at all times and if you disagree with any of them, you should not use the Site. If you do not agree with these Terms and Conditions and our Privacy Policy or if you are dissatisfied with any portion of the Site or the Services, your sole and exclusive remedy is to discontinue use of the Site immediately.
- 2.2 These Terms and Conditions and our Privacy Policy apply to Services accessed by any Visitor anywhere in the world.
- 2.3 By using the Site you acknowledge that you have read, understood and accepted these Terms and Conditions and our Privacy Policy and agree to be bound by them.
- 2.4 Before you are able to access certain parts of the Site, or undertake some specific activities or enquire about any of the Services listed on our Site, you may be required to expressly confirm your acceptance of these Terms and Conditions or particular parts of these Terms and Conditions. Despite any such

express requirements for confirmation, by using the Site you are deemed to have accepted the Terms and Conditions and are bound from them from the time you first started using the Site.

- 2.5 We may also at our discretion require you to expressly confirm your acceptance of any revised Terms and Conditions but in any event, you will be deemed to have accepted any revised Terms and Conditions upon continuing to use our Site after such changes have been published on our Site.

### **3. THE SERVICES**

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- 3.1 We may add new Services, remove existing Services or cease to supply existing Services, and change Services at any time without giving notice to you.
- 3.2 As mentioned, we operate this Site to advertise and market the plumbing, gasfitting, drainage, and any other affiliated services that are provided and performed by us.

### **4. WARRANTY & GUARANTEES, LIMITATION OF LIABILITY**

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- 4.1 Subject to the specific provisions of these Terms and Conditions we warrant to you that any “personal information” you give us for any transactions through the Site will be collected, held, stored and used in accordance with our Privacy Policy.
- 4.2 The Services including the material and information provided in the Site is supplied upon the condition that it will allow you to, and you will make, your own determination as to whether you will pursue any of any potential contractual arrangements and/or opportunity advertised.
- 4.3 All representations or terms (including any condition or warranty expressed or implied by law, statute or otherwise) not expressly allowed by or included in these Terms and Conditions or on the Site are expressly excluded, to the extent permitted by law. You acknowledge that you have not relied on any representation or statement made by us other than the express provisions of these Terms and Conditions, or any representation or statement on the Site.
- 4.4 Except as expressly provided in these Terms and Conditions, all warranties, descriptions, representations and conditions as to fitness or suitability for any purpose, tolerance to any condition, merchantability or otherwise, whether expressed or implied by law, trade, custom or otherwise are expressly excluded, to the extent permitted by law.
- 4.5 Our liability arising from, under or in respect of, these Terms and Conditions, or for a breach of them or for any misrepresentation, negligence or (howsoever occurring) for any loss, damage or injury (personal or otherwise) arising directly or indirectly from any defect in, failure or non-compliance of the Site and any Services supplied shall be limited to either (at our election) the redelivery of the Services or the sum of NZ\$100.00.
- 4.6 Under no circumstances will we be liable to you or any other party for any form of special, indirect, consequential or punitive loss or damage of any kind or nature whatsoever, including (but not limited to), loss of profits or savings (including those anticipated), loss of use, loss of revenue or goodwill, business, custom or anticipated business or contract, or loss of data of any kind or nature whatsoever, or howsoever caused, whether through your use of the Site, the provision of the Services, providing us with any “personal information” or any other reason.
- 4.7 The Services, material and information provided on the Site is supplied upon the condition that you will make your own determination as to whether the Services, any potential contractual arrangements and/or opportunity advertised, the Site, and its content are suitable for your purposes. In addition, you must take your own precautions and have in place your own preventative and safety measures (such as anti-virus and anti-malware shields) against any potential threats to your internet-enabled device or computer caused by accessing this Site (e.g. from such things as computer viruses, malicious computer code or other forms of interference). We will not be liable to you in any way for such threats or damage and we will not be liable for any damages, losses or liabilities, costs or expenses whatsoever suffered as a result of your use of this Site (or inability to use it), reliance on the information on this Site or through directly or indirectly applying information on this Site or Services accessed or provided through it,

including (but not limited to), any failure of performance, error, omission, interruption, defect, delay in operation of transmission, computer virus, or line failure, or other technical issue. We will not be liable for any damages, loss or injury, including, (but not limited to), special or consequential damages that result from the use of or the inability to use, the materials or content in this Site.

## 5. DISCLAIMER

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- 5.1 The information and Services on the Site are provided for guidance only and are presented in good faith and believed to be correct as at the date on which they are prepared or posted. This information is provided on an "as is, where is" basis. Although we make every effort to ensure its accuracy, correctness and relevance, we have not verified the information and we make no warranties, guarantees or representations (whether express or implied) about the accuracy, completeness or relevance of this Site, its content or the content of any other web site "hypertext linked" to or from this Site and we will not be liable to you whatsoever for losses, costs, expenses, liabilities or damages you suffer and/or incur as a result of any errors, omissions, mistakes and/or inaccuracies in any of the information and/or Services.
- 5.2 To the extent permitted by law, we reserve the right (but make no binding commitment), to update or correct the Terms and Conditions and information contained in the Site, or the Privacy Policy at any time, without giving notice to you.

## 6. INTELLECTUAL PROPERTY & USE OF MATERIALS AND SITE

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- 6.1 Unless otherwise specified, we are the owner or licensee of all of the trademarks, copyright or other intellectual property rights in respect of the Site and the content and materials appearing on the Site, including the text, site design, logos, graphics, icons, button icons, audio clips, software and images, as well as their collection, assembly and arrangement. All content is copyrighted unless specifically noted otherwise. You are granted permission to electronically copy and to print hard copy portions of the Site's content for the sole purpose of using the Site as an information resource. Any other use of materials on this site, including reproduction for purposes other than those noted above, modification, distribution, or republication, without our prior written permission is strictly prohibited.
- 6.2 The Site content and material is copyrighted and protected by world-wide copyright laws and treaty provisions (even if not stated) and is provided for lawful purposes only.
- 6.3 You may use the content of the Site only for the purposes of viewing, reading and exploring the potential contractual arrangements and/or opportunities advertised on the Site, and/or assessing the Services and for no other purpose (including commercial or business-related purposes). All rights not expressly granted herein are reserved. Any unauthorised use of the materials appearing on the Site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.
- 6.4 Material from the Site and other sites owned, operated, licensed or controlled by us or any of our related, affiliated, or subsidiary companies may not be copied, reproduced, distributed, modified, published, uploaded, posted, or transmitted in any way, without our prior written consent. Doing so other than for your personal use directly violates our intellectual property rights.
- 6.5 We use a substantial number of trademarks and service marks on the Site, in connection with the supply of services through it. These trademarks and service marks may not be used or reproduced without our prior written permission.
- 6.6 You must not use the Site or its contents in breach of any relevant legislation or laws, or for any unlawful, wrongful or immoral act, or to damage or disrupt the working of the Site, and other website of ours or any third-party websites that are linked through the Site.
- 6.7 Unless otherwise stated, the information provided on our Site is based on information supplied by us and is intended only as an introduction and guide to the potential contractual arrangements and/or opportunities advertised and our Services. We can update the Site and/or its content at any time without notice. While we have and will use every effort to ensure that we have supplied current and accurate information, we cannot guarantee that the content and information (including any updates or changes

to it) is always entirely free of errors and omissions. To the extent permitted by law, we do not accept any liability for any loss or damage which may directly or indirectly result from any advice, opinion, information, representation or omission, (whether negligent or otherwise), contained in the Site's content.

## **7. PERSONAL INFORMATION AND USE OF COOKIES AND WEB BEACONS**

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7.1 You may need to provide us with certain "personal information" (such as your name, address, email address) when using the Site and when subscribing for and/or accessing any of the Services we provide and so that we can provide those Services and communicate with you then and in the future. We will collect, hold, store and use this personal information strictly in accordance with our Privacy Policy and all applicable New Zealand Privacy Laws. We will own this information at all times, from the time it is created or collected, and afterwards. You agree that we can collect, retain and share information (including personal information) about you and your use of our services and Site with our business partners so that we can provide the best services for our Site's visitors. Us, and our business partners, can retain and use that information, and also share it with their employees, contractors, suppliers and other agents, but only where that is reasonably necessary for providing services to our Site's visitors, and making sure that you comply with these Terms and Conditions and/or any applicable laws. Unless you ask us not to, we can also hold, use for statistical purposes, and sell this information (provided that we only sell it in an aggregated form that does not allow you to be personally identified). You have the right to access to any personal information that identifies you that we hold about you if it is stored in such a way that it can readily be retrieved. If any personal information we hold about you is not accurate or complete, then you may ask us to correct it. All of this is provided in more detail in our Privacy Policy.

7.2 If you visit and use the Site and access the Services, then we may collect, store and analyze the following information about your visit:

- The IP address of your device and the domain name from which you are accessing the Site;
- The operating system and the browser your computer or device uses, and any search engine you are using;
- The date and time you are visiting the Site, your browsing behaviour and the domain name of the page you visit after leaving the Site; and
- The content you review and the URLs of pages and other third-party sites you visit;

We use the information above to measure the number of visitors to different parts of the Site for various purposes relating to the provision of Services (such as our potential customer base and the effectiveness of our advertising).

7.3 Although we may publish aggregated information about usage patterns on the Site (for statistical and analytical purposes), we do not disclose information about individual devices or persons except for the reasons given below in this clause. We do not sell or provide information which identifies you personally. We may gather more extensive information if we are (reasonably) concerned, for example, about security issues. If we think it is necessary and reasonable, we can disclose information to relevant law enforcement authorities, such as the Police or the Department of Internal Affairs.

### **Use of Cookies and Web Beacons for the Site**

7.4 The Site places a Google Analytics cookie on the hard drive of your computer or on the mobile device you are using to access the Site. A "cookie" is an analytical technology text file which allows us to track and target the interests of users, and serve advertisements based on your prior visits to the Site and distinguish you from other users. We also use cookies to help us remember the services that you access, analyze, understand and save your preferences for future visits and compile aggregate data about the Site's traffic and site interaction so that we can offer better site experiences and tools in the future. At your discretion, we may also store and access cookies on your machine to allow you to bypass the process of re-entering your details each time you access the Site.

7.5 The information we collect, track and share with third parties through cookies is aggregated and therefore anonymous (i.e. it does not include personal information which may personally identify you).

The information may be used to send advertisements to you in relation to the Services when you visit the Site and/or third party websites.

- 7.6 The information generated by the Google Analytics cookie about your use of the Site is transmitted to, and stored by, Google on Google's servers. Google will use this information for the purpose of evaluating your use of the Site, compiling reports on your website activity and internet usage. Google will not associate your IP address with any other data held by Google.
- 7.7 You can delete cookies from your website browser at any time and also permit third parties to place or modify cookies on your computer or mobile device on our behalf. The third parties can use these "tracking cookies" (also called "third party cookies") to see if you have visited certain pages on Site or other sites, and may use them to present targeted advertisements to you as you visit other sites. These tracking cookies do not contain personal information (though they do identify the computer or mobile device you use to visit the Site) and you can configure your browser to reject tracking cookies.
- 7.8 While we recommend that users enable cookies on their browsers in order to enjoy all the features of the Site, it is entirely up to you as the user whether or not you enable them and if so, which ones you enable (please note that the management of cookies will be different depending on each user's PC or mobile device - refer to your browser help menu for further information). You may block cookies if you wish, by activating settings on your website browser to refuse cookies. However if you block or refuse all cookies, you may not be able to access all parts or features of the Site or they may operate more slowly and/or require you to re-enter data or information previously entered. Third party vendors (including Google), show our ads on sites on the Internet and use cookies to send advertisements based on your prior visits to the Site. You may opt out of Google's use of cookies by visiting the Google advertising opt-out page. Alternatively you can opt out of cookies by visiting the Network Advertising Initiative opt-out page.
- 7.9 Both us and third-party advertisers may use web beacons in connection with the Site (and their websites). Some of our Site pages contain web beacons in the form of clear .gif files, which are electronic images that allow for the collection of non-personally identifiable information about your interactions on the Site. Web beacons may be used to place advertisements, to understand Site traffic patterns and the number of visitors to the Site, and to measure the effectiveness of advertisements or email messages.

## **8. APPLICABLE LAWS AND JURISDICTION**

- 8.1 These Terms and Conditions, our Privacy Policy and the Services we provide will be governed by, and construed in accordance with, the laws of New Zealand and shall be subject to the exclusive jurisdiction of the New Zealand Courts.
- 8.2 Except as otherwise described, all materials on the Site are made available only to provide information about the Site, and the Services to be supplied on the Site. The Site is controlled and operated by us, from our offices within New Zealand. We make no representation or warranty that the materials in this Site are appropriate or available for use in other locations, and access to them from territories where their contents are illegal is prohibited. We accept no liability whatsoever to you in respect of such matters.
- 8.3 If you choose to access the Site from outside of New Zealand, you are solely responsible for compliance with applicable local laws and we make no warranty or representation that the information complies with any laws, rules, regulations, procedures, codes or governmental directives, outside of the jurisdiction of New Zealand. You indemnify us absolutely in respect of any liability arising for us as a result of your non-compliance with this clause.
- 8.4 You may not use or export the materials in the Site in violation of New Zealand laws and regulations.

## 9. GENERAL

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- 9.1 If any provision of these Terms and Conditions are held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions will remain unaffected.
- 9.2 Clause headings are for ease of reference only and shall not affect the interpretation or construction of these Terms and Conditions.
- 9.3 If the performance of our obligations under these terms and conditions is prevented by reason or event of "Force Majeure" (which shall include prevention caused by fire, casualty, accident, act of God, natural disaster or occurrence, any law, order, proclamation, regulation, demand or requirement of any governmental body, strikes, labour disputes, shortage of adequate labour, shortage or unavailability of products or raw materials, delay in transit, electricity or communications failures, or other causes whatsoever (whether similar to the foregoing or not) beyond our reasonable control) we shall be excused from such performance to the extent of such prevention.
- 9.4 From time to time we may vary these Terms and Conditions without notice. Please check these Terms and Conditions periodically for changes. Your continued use of the Site after such changes indicates your acceptance of those changes.