

Green Door Website Terms and Conditions

Your access to, and use of the Website, is subject to the following notices, disclaimers, terms and conditions. These terms and conditions may be changed at any time and any such changes will be notified on the Website.

TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1** In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings: “Content” means all Trade Marks, text, graphical and other visual content, as well as all audio content and other information contained in our Website.
- “Green Door”, “we”, “our” and “us” all mean those trading as Members of Green Door Real Estate NZ Ltd.
- “Listed Property” means a property listed for sale with Green Door Real Estate Limited (Licensed: REAA 2008) and its members as agent/s.
- “Private Seller” means any user who advertises a Submitted Property.
- “Submitted Property” means the property which the user is the owner of and which the user lists for sale through the Website.
- “Terms and Conditions” means these terms and conditions.
- “Trade Marks” means all of our trademarks, whether registered or unregistered.
- “User” means any user of the Website.
- “Website” means this internet site operated by us.
- “You” and “Your” is a reference to You.

2. USE OF WEBSITE

- 2.1** The Website is owned and operated by Green Door Real Estate NZ Ltd. By using the Website you acknowledge that you have read, understood and accepted these Terms and Conditions and agree to be bound by them. If you disagree with any of these Terms and Conditions, you should not access or use the Website.
- 2.2** The Website is intended as a venue where both our REAA Licensed Salespeople’s Client as well as independent Private Sellers can advertise Listed and Submitted Properties. In the case of Private Sellers, we advertise Listed Properties and, in the latter instance, provide contact details of Private Sellers to potential buyers. In relation to those Submitted Properties being marketed on behalf of Private Sellers, we do not play any other role in the transaction and we are not the agent for the Private Seller and any transactions in respect of Submitted Properties do not fall under the Real Estate Agents Act 2008.
- 2.3** If you enter into a transaction with a Private Seller, you enter into such transactions directly with the Private Seller and independently of us. You acknowledge that you enter such transaction entirely in reliance on your own judgement and inquiries. Any statements, warranties or representations made to you by the Private Seller are not made by us, on our behalf.
- 2.4** If you are under the age of 18, you must only use this Website with parental or caregiver consent, provided they are over the age of 18 and accept these Terms and Conditions on your behalf.
- 2.5** As a condition of use of the Website or any service supplied by us, you:
- (a)** Must comply with these Terms and Conditions and any other agreement you may have with us;
 - (b)** Ensure that all information which you supply to us is current, complete, accurate and provided to us in a timely manner;
 - (c)** In respect of a Submitted Property, acknowledge that you are the owner(s) of and/or authorised to market and sell the Submitted Property;
 - (d)** Agree not to disrupt activity online;
 - (e)** Agree to ensure that the Website is not used for any illegal activity or which may expose us to potential litigation including (but not limited to) copyright and trade mark infringement; and (f) Agree not to introduce anything harmful or destructive (such as viruses, worms, Trojan horses, spiders, time bombs or bots) to, or interfere in any way with the normal operation of the Website.

3. PRIVATE SELLERS

- 3.1** Where you list a Submitted Property, you agree in accordance with clause 2.5(b) above to ensure that all information which you supply to us is current, complete, accurate and provided to us in a timely manner; and if any such information provided to us becomes incorrect, You indemnify us against any loss, costs, viability or damages we may suffer as a result of the incorrect information.
- 3.2** In relation to the information You provide in respect of a Submitted Property, You grant us a perpetual royalty free, non-exclusive, irrevocable, worldwide licence to include that content on the Website and You warrant and represent that You are the owner or licensee of such content and that you have the right to upload such content and grant the licence set out in this clause 3.2.

4. COPYRIGHT & USE OF MATERIALS

- 4.1** Unless otherwise specified, Green Door Real Estate NZ Limited (a related company to Green Door) is the owner of the copyright in all property rights in the Content and materials appearing on the Website, including the text, site design, logos, graphics, icons, button icons, audio clips, software and images, as well as the collection, assembly and arrangement. You are granted permission to electronically copy and to print hard copy portions of the Website for the sole purpose of considering an advertised property. 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.
- 4.2** You may use the content of the Website only for the purposes of reading the Website, contacting Private Sellers and/or listed agents, and for no other purpose. All rights not expressly granted herein are reserved. Any unauthorised use of the materials appearing on the Website may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.
- 4.3** Material from the Website 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.
- 4.4** Modification, distribution or use of the material contained in the Website for any purposes other than for your personal use directly violates our intellectual property rights. The material contained within this site is copyrighted and protected by worldwide copyright laws and treaty provisions, even if it is not stated to be so protected and is provided for lawful purposes only.
- 4.5** We use a substantial number of trademarks and service marks on the Website. These trademarks and service marks may not be used or reproduced without our prior written permission.

5. WARRANTIES AND GUARANTEES

- 5.1** Wherever Website Content relating to Submitted Properties is provided by the Private Sellers ("Private Seller Content") and not by us we:
- (a)** Do not endorse, warrant or make any representation about any Private Seller Content and you acknowledge that we have not independently verified any of the information contained any Private Seller Content.
- (b)** We take no responsibility for the Private Seller Content or for any inaccuracy or omission contained in it.
- 5.2** We do not control and therefore are not responsible for any communication between You and any other user of the Website that may have been initiated as a result of use of the Website.
- 5.3** Our Content has been provided solely for informational purposes. We do not warrant or make any representation about any Content we have provided for informational purposes.

6. DISCLAIMER

- 6.1** Information within our Website may change from time to time. In particular, we reserve the right to change the contents of any listing and/or withdraw any listing at any time without notice. While every effort will be made to ensure that the information contained within our Website is accurate and up to date, we make no warranty, representation or undertaking (whether expressed or implied) as to the accuracy, completeness, or usefulness of any information contained in our Website, nor do we assume any legal liability (whether direct or indirect) or responsibility for the accuracy, completeness or usefulness of any information contained in our Website.
- 6.2** We disclaim any liability in relation to any corruption or loss of data or other content which you or anyone else may experience as a result of using the Website, its content or any service supplied by us, or any problems which you may encounter in viewing or navigating the Website.

- 6.3** We disclaim any liability in relation to the acts or omissions of any third parties in relation to any default by them in relation to the provision of or access to, the Website, its content or any service supplied by us.
- 6.4** We are not a contracting party to any sale transaction facilitated through the Website. All transactions are conducted at the parties' own risk and we accept no responsibility or liability for the quality or fitness of any Listed Property or Submitted Party, any representations made concerning any Listed Property or Submitted Party, or a party's title to any particular property.
- 6.5** The information on the Website is provided for guidance only and is presented in good faith and believed to be correct as at the date on which the information is prepared. We make no warranties or representations about the accuracy or completeness of the Website, its content or the content of any website "hypertext linked" to or from the Website. To the extent permitted by law, we reserve the right, but make no binding commitment, to update or correct these Terms and Conditions and information contained in the Website at any time, without notice.

7. LIMITATION OF LIABILITY

- 7.1** All representations or terms (including any condition or warranty expressed or implied by law, statute or otherwise) not expressly included in these Terms and Conditions are hereby expressly excluded. 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.
- 7.2** To the fullest extent permitted by law, we exclude all responsibility in relation to the Website and we will not be responsible for errors or misstatements or be liable whether in contract, tort (including negligence) or otherwise for any loss or damage caused (whether direct, indirect, consequential, special or loss of profits). Where any such liability cannot be excluded then, subject to the above paragraph, we limit our liability to a maximum of \$50 per event.
- 7.3** Under no circumstances will we be liable for any loss of profits, contract, indirect or consequential loss of any kind whatsoever, nor for any special, indirect, consequential or punitive damages.
- 7.4** While we endeavour to keep the Website operational 24 hours a day, 7 days a week, we cannot guarantee that no interruptions will occur or that it will be error-free. 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 Website and the information in this Website.

8. GREEN DOOR'S COMPLAINTS AND RESOLUTIONS PROCEDURE

- 8.1** Where you have elected to use the services of a Green Door Real Estate agent (Licensed: REAA 2008) such services are covered by the Real Estate Agents Act 2008 and any complaint about such services will be addressed in accordance with the Real Estate Agents Act (Professional Conduct and Client Care) Rules 2012.

9. APPLICABLE LAWS

- 9.1** These Terms and Conditions shall be governed by and construed in accordance with the laws of New Zealand and shall be subject to the non-exclusive jurisdiction of the New Zealand Courts.
- 9.2** The Website is controlled and operated by us within New Zealand. We make no representation or warranty that the Content and Information or Additional Products or Services on this Website are appropriate or available for purchase in other locations. We accept no liability whatsoever to you in respect of such matters.
- 9.3** If you choose to access the Website from outside of New Zealand, you are solely responsible for compliance with applicable local laws and we make no warranty or representation that the Content and information complies with any laws, rules, regulations, procedures, codes or governmental directives, outside of the jurisdiction of New Zealand.

10. GENERAL

- 10.1** 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 and the remainder of the provisions in question shall not be affected thereby.
- 10.2** The headings to the clauses of these Terms and Conditions are for ease of reference only and shall not affect the interpretation or construction of these Terms and Conditions.
- 10.3** If the performance of our obligations under these Terms and Conditions is prevented by reason of "force majeure" (which shall include prevention occasioned by fire, casualty, accident, act of God, natural disaster, any law, order, proclamation, regulation, demand or requirement of any government or government agency, strikes, labour disputes, shortage of labour or lack of skilled 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 of) we shall be excused from such performance to the extent of such prevention.

10.4 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 Website after the Terms and Conditions have been changed indicates your acceptance of those changes.

11. PRIVACY POLICY

11.1 We may hold information relating to you that you have provided to us.

11.2 This information may include, amongst other information, your name, address, telephone numbers, information on the Listed Property or Submitted Property, information on your browsing activity on the Website and lifestyle information ("Information").

11.3 Your Information may be held and used by us for a number of purposes connected with our business operations and functions, which include:

- (a) Administering your listing;
- (b) Dealing with requests, enquiries or complaints and other customer care related activities and all other general administrative and business purposes;
- (c) Carrying out market analysis and marketing our company generally;
- (d) Contacting you (including by post, email, fax, short text message (SMS), pager, telephone, online video and/or social media) about the products and services of carefully selected third parties which we think may be of interest to you (unless you ask us in writing not to);
- (e) Registering your details and allocating or offering you rewards, discounts or other benefits;
- (f) Carrying out any activity in connection with a legal, governmental or regulatory requirement on us or in connection with legal proceedings, crime or fraud prevention, detection or prosecution; and
- (g) Carrying out activities connected with the running of our business such as personnel training, quality control, network monitoring, testing and maintenance of computer and other systems and in connection with the transfer of any part of our business in respect of which you are a customer or a potential customer.

11.4 We may also pass personal information, relating to you, for any particular purpose to certain third parties including:

- (a) Those third party websites which we list your Listed Property or Submitted Property as part of our services offered to You;
- (b) Credit reference agencies (unless we have agreed otherwise) who may share your information with other organisations and who may keep a record of the searches we make against your name;
- (c) Those providing telephone and similar directories or directory enquiry services;
- (d) Carefully selected third parties who we reasonably believe provide products or services that may be of interest to you; and
- (e) Those involved in the prevention or detection of fraud or crime or the apprehension or prosecution of offenders, including the operators and participants of crime prevention schemes in which we participate who may compare your personal information with information collected from other sources and who may keep a record of the searches we make against your name; persons to whom we may be required to pass your information by reason of legal, governmental or regulatory authority; and anyone we transfer our business to in respect of which you are a customer or a potential customer.

11.5 This policy does not affect your rights under the Privacy Act 1993. This notice is provided for your information and is not intended to limit or exclude your rights under the Privacy Act 1993.