

# Website Terms of Use

SEPTEMBER 2020

## Overview

Flux Federation's Website Terms of Use set out below are a legal agreement between you, the website user and Flux Federation. Please read them and our Privacy Policy. In summary, the terms set out the following.

- Flux Federation's Privacy Policy covers how we treat your personal information.
- You agree not to use this website for any illegal purpose.
- Any trademarks on this website belong to Flux Federation, our licensors, or our affiliates. Likewise, the materials and content on this website are our intellectual property and belong to us. You cannot use or reproduce these without permission.
- In limited circumstances you may use and reproduce the content on this website. These include for your personal, non-commercial use provided you acknowledge this website as your source. You may not make more than one copy of any material, reproduce any of our material on another website, or redistribute material without our written permission.
- If you give us feedback, you permit us to use that feedback to improve our website, products, or services without restriction and without remuneration.
- While we do our best to prevent the presence of viruses or malicious code on this website, we cannot guarantee this outcome.
- You may create hyperlinks to this website, but must not create "hotlinks" to this website without getting our prior permission. You will be responsible for all losses we may suffer as a result of any hyperlink or hotlink you create.
- We are not responsible for any damages or loss arising from this website or from use of any material available through this website or for any access to or use of your information or data by unauthorised persons.

## 1. Introduction

fluxfederation.com ('this website') is owned and operated by Flux Federation ('Flux', 'we', 'us', 'our'). These terms of use constitute an agreement between you, the website user, ('you', 'your') and us. You must not access or use this website unless you accept all of these terms of use. By accessing and using this website you are agreeing that you have read, understood and accepted these terms of use, and that you agree to be bound by them.

## 2. Your privacy

Where we collect personal information about you as a result of you using this website, our Privacy Policy will apply to that information. Accordingly, these terms of use must be read together with our Privacy Policy.

## 3. Changes

We reserve the right to change these terms of use from time to time by publishing the changed terms on this website. You should review these terms of use periodically to be aware of such changes. By continuing to use this website following such publication you accept the revised terms of use.

## 4. Your use of this website

You agree not to use this website for any purpose that is unlawful or to engage in any conduct that may impair or cause damage to the operation of this website whether by way of a virus, corrupted file or through any other means.

Furthermore you agree not to alter, modify, reproduce, transmit or otherwise deal with the content, software, text, graphics, layout or design of this website without our prior written approval in each case. Permission to use material from this website may be sought from [marketing@fluxfederation.com](mailto:marketing@fluxfederation.com).

We can use information about your use of the website to prevent and resolve unauthorised access to, or attacks on these systems. We can use this information in this way even if you are not involved in such malicious activity.

We may need to give information about you to others to comply with laws in New Zealand or overseas to improve cyber security.

## 5. Trade marks

The name and logo of Flux and all trade marks appearing on this website belong to us or our licensors or affiliates. You must not use or reproduce or allow anyone to use or reproduce those trade marks for any reason without our prior written permission in each case.

## 6. Intellectual property

The materials displayed on this website are protected by copyright and other laws in New Zealand, and under similar laws and international conventions abroad. You acknowledge and agree that all copyright and other intellectual property rights that may subsist in materials available through this website including text, illustrations, artwork, photographs, video, music, sounds, layout, designs, software, source code, belong to us or to our licensors (together, 'our intellectual property').

Except in accordance with section 8 below or with our prior written permission, you may not in any form or by any means:

- use, copy, modify, adapt, reproduce, store, embed, distribute, print, display, perform, publish, or transmit in any way any works contained in any part of this website
- commercialise any information, products or services obtained from any part of this website.

## 7. Limited permission to use materials

Subject to the restrictions in section 9 below, you are permitted to download and print extracts of material or content from this website in the following situations only:

- for your personal, non-commercial use
- for criticism, review or news reporting of current events, provided that an acknowledgement of source of such materials is provided in each case
- for research or private study
- where insubstantial portions of such material or content are quoted in another document provided that an acknowledgement of the source of such materials is provided in each case.

You must not remove, cover, overlay, obscure or change any copyright notices, legends, or terms of use that we post on this website.

## 8. Restrictions on copyright clearance

The permissions given in section 8 above are subject to the following conditions unless you obtain our express prior written permission in each case:

- no more than one copy of such material may be made
- no part of the website or any material or content appearing on this website may be reproduced or stored in or transmitted to any other website
- no material or content appearing on this website may be redistributed, disseminated, transmitted or broadcast in any form, either electronic or non-electronic, or included in any retrieval system or service.

## 9. Feedback and unsolicited submissions

If you give us feedback about this website or our products or services, we may use that feedback for the purpose of improving our website or services (and for any other purpose we deem necessary or desirable) without being obliged to pay you any compensation. If you do send us unsolicited ideas:

- they will be deemed to be non-confidential
- we will not be required to provide any acknowledgement of their source.

## 10. Hyperlinks and third party websites

You may create one or more hyperlinks to this website but you must not create any hotlink, inline link, or direct link (each a "hotlink") to this website (or any file on this website) or embed any page of this website on another website (using a frame, iframe, or otherwise) without our prior written permission in each instance. If you would like to create a hotlink to this website, please contact us. If you do create a hyperlink or hotlink to this website or embed this website in another website, you will do so at your own risk and you will be responsible for all losses (whether direct or indirect) that we may suffer as a result of that hyperlink, hotlink, or embedding and you will indemnify us against all claims arising from, or in connection with, that hyperlink, hotlink, or embedding.

This website may provide links to internet sites maintained by third parties. Such linked sites are not under our control and we are not responsible for their contents (including the accuracy or legality of any linked site or any material contained in a linked site). We are providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by us of the linked site. We will not be liable for any damages or loss arising in any way out of or in connection with or incidental to any information or service provided by any third party.

## 11. Malicious code

Although we endeavour to prevent the introduction of viruses or other malicious code (together, 'malicious code') to this website, we do not guarantee that this website, or any data available from it, does not contain malicious code. We will not be liable for any damages or harm attributable to malicious code. You are responsible for ensuring that the process that you employ for accessing this website does not expose your computer system to the risk of interference or damage from malicious code.

## 12. Security

Although we endeavour to protect the security of your personal information you acknowledge that there is a risk of unauthorised access to (or alteration of) your transmissions or data or of the information contained on your computer system or on this website. We do not accept responsibility or liability of any nature for any losses that you may sustain as a result of such unauthorised access or alteration. All information transmitted to you or from you is transmitted at your risk, and you assume all responsibility and risks arising in relation to your use of this website and the internet. We do not accept responsibility for any interference or damage to your own computer system which may arise in connection with your accessing of this website or any outbound hyperlink.

We comply with laws in New Zealand and overseas and we act to improve the security of our IT systems. You agree we can give information about you, including your interaction with Flux websites to police or other government agencies in New Zealand or overseas to comply with these laws or improve cyber security.

We can give information about you if we believe giving the information will help prevent or resolve fraud, money laundering, unauthorised access to or attacks on Flux's IT systems or other crimes. We can give this information even if you are not involved in such malicious activity.

Ordinarily we will not tell you if we give out information about you. We are not responsible to you or anyone else if we give information about you for the purposes above.

### **13. Governing law**

This website is controlled and operated by us, from offices within New Zealand. Details contained on this website relating to the products and services have been prepared in accordance with New Zealand law and may not satisfy the laws of any other country. We make no representations or warranties as to whether or not the information or products available from this website are appropriate or available for use in other countries. If you choose to access this website from outside New Zealand you are responsible for compliance with applicable local law.

These terms of use are governed by the laws of New Zealand and the courts of New Zealand shall have non-exclusive jurisdiction to hear and determine any dispute arising in relation to these terms of use.