

Terms and Conditions of Use of Website

Please note that all references to Skills includes Skills Group, its subsidiaries, its holding companies, or subsidiaries of such holding companies. All references to skills.org.nz within these terms and conditions also includes all Skills websites.

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SITE

1. About these terms and conditions of use

1.1 In these Terms and Conditions of use (Terms):

- We, our or us and Skills means The Skills Organisation Incorporated and includes its directors, employees, and agents;
- You or your means the person or customers who, by using this website, accepts these Terms; and
- Website Content means all of the materials displayed on this website, including (without limitation) all information, text, graphics, names, logos, trademarks, design, software, and advertisements.

1.2 Terms and conditions are binding – Your use of the Skills website signifies you agree to be bound by, and abide by, these Terms.

1.3 Variations – Skills reserves the right to revise and update these Terms and Skills' Privacy Policy by making any changes immediately without notifying you except by publishing the amended Terms or Privacy Policy (as applicable) on Skills' website. Skills recommends that you periodically review this website for changes.

2. No warranty or responsibility for Website Content

2.1 Skills has used its best endeavours to ensure that the Website Content (which may include information obtained from Skills' licensors and other third parties) is correct, complete, and current. However, the Website Content may include errors, omissions or defects, and changes or events may occur which cause the information to be inaccurate or out of date. Accordingly, to the maximum extent permitted by law, Skills does not warrant the reliability, accuracy, currency, or completeness of the Website Content and takes no responsibility for an error, omission or defect contained in the Website Content. In the unlikely event that an unauthorized person makes changes to this website, Skills does not accept responsibility for those changes.

2.2 The Website Content is intended for New Zealand residents.

2.3 You are solely responsible for the actions you take in reliance on the content on this website. If you want to rely on any material on this website, you should contact Skills first.

3. Intellectual property

3.1 Trademarks - All brand names, product and service names, and titles used on skills.org.nz are trademarks, trade names, and/or service marks of or licensed to Skills or

the Skills Group. No permission is given by Skills for their use by any person other than the holders and as such, any use may constitute an infringement of the holder's rights which may lead to legal action. All other trademarks are the property of their respective owners.

3.2 Copyrights - All content, designs, text, graphics, software compilations, underlying source codes, and other arrangements on this site are the copyright of Skills or its content providers where applicable and unless otherwise stated. Any special rules for the use of certain materials accessible on Skills' website may be included elsewhere within Skills' website and are deemed to form part of these Terms. All other use, copying, adaptation, distribution, or reproduction of any part of this website (including, without limitation, reproduction on any other website or systemic downloading of Website Content) is prohibited without prior written consent from Skills. If the owner of any material published on this website is not Skills, then your rights in relation to that material will be as defined by the copyright owner of that material.

4. Rules for use of content

4.1 You may not in any way commercially exploit any material obtained from skills.org.nz and must abide by any trademark, copyright and other proprietary restrictions and licences whether displayed or otherwise in the particular material or relevant area on skills.org.nz.

5. No warranty

5.1 This website is provided "as is" and Skills excludes all warranties of any kind, including implied conditions and warranties, to the fullest extent permissible by law.

6 Indemnity

6.1 You agree to indemnify Skills from any proceedings brought against Skills to the extent that such proceedings arise in connection with your use of skills.org.nz, any breach by you of these terms and conditions of use or a claim that your use of this website infringes any intellectual property rights of any third party or is defamatory.

6.2 You must indemnify Skills and hold Skills harmless against all loss, actions, proceedings, costs, expenses (including legal fees), claims and damages arising from any claim by a third party arising directly or indirectly out of or in connection with:

6.2.1 any breach by you of these Terms; or

6.2. any suit, claim or demand brought or made against Skills by or due to the conduct, act, or omission of:

6.2.1 you; or

6.2.2 any person accessing any content through your account.

7. Website operation

7.1 Skills does not warrant that any of the functions contained on the website or your access to the website will be uninterrupted or error free, or that any outage notifications will be made in a timely manner, or at all.

7.2 It may be necessary to interrupt the services provided on Skills' website in order to upgrade or maintain them, or for other circumstances beyond Skills' control. Should Skills need to interrupt the availability of services on the Skills website, Skills will use its reasonable endeavours to minimise any interruption to the services.

7.3 Skills does not represent or warrant that this website, the Website Content, or any other material accessible from this website is free from computer viruses (including macro viruses) or any other defect or error which may affect your software or systems. You should protect your software and systems by installing and implementing your own security and system checks. Skills recommends that prior to using any downloaded file; you carry out an appropriate virus check.

8. Product or service information

8.1 From time to time Skills may offer a newsletter, or product or service information updates.

8.2 You may opt-in to receiving Skills newsletters or product or service information updates (as applicable) by email at any time. Please see our Privacy Policy for more information.

9 Disclaimers and limitation of liability

9.1 You agree that this website is provided free of charge. To the fullest extent permissible by law, Skills shall not be liable to you (or any of your officers, agents or employees) or any person, in contract, tort (including negligence), equity or otherwise for any loss or damage of any kind which may arise from, or in connection with, the use of skills.org.nz, or the use of, or reliance upon, any information, services or materials (including Website Content) contained within this website or provided by this website, including any direct, indirect, incidental, consequential, special or punitive loss, and including, but not limited to (whether a direct or indirect loss) any, loss of opportunity, lost revenue, loss of profit or anticipated profit, loss of data, loss of use, damage to goodwill, loss due to delay, any cost, loss, liability or expense arising from death, personal injury or property damage and losses resulting from security failure, disclosure of confidential information by other parties, or the transmission of a computer virus.

9.2 Skills may from time to time, publish links to other third-party websites on this website. Content, hyperlinks, or information held on other sites is not the responsibility of Skills. Skills shall not be held liable for any information held on websites which may have links to or from skills.org.nz and which are not maintained and controlled by Skills. Skills does not endorse any material on those websites and does not provide any warranty, or assume any responsibility regarding the content, validity, quality, accuracy, source, merchantability, fitness for purpose or any other aspect of material on those websites, nor does Skills warrant that material on other websites does not infringe the intellectual property rights of any other person. You should check the terms and conditions applicable to any other websites you use or verify such information with the relevant party directly.

9.3 Skills makes no representation that any product or service referred to on skills.org.nz is appropriate for use, or available, outside of New Zealand. Those who choose to access

this site outside of New Zealand are responsible for compliance with local laws to the extent that local laws are applicable.

9.5 By using this website, you consent to the terms and conditions and disclaimers, as defined by Skills. Skills reserves the right to change these Terms from time to time without giving you prior notice.

9.7 Any failure by Skills to exercise or enforce any one or more of its rights under these Terms will not constitute a waiver of such rights unless such waiver is granted to you in writing.

10. Acceptable Use

10.1 You must not use our website in any way that causes or will cause damage to the website or is unlawful.

11. Governing Law

10.1 This website, the information on it and these Terms shall be governed by and construed in accordance with the laws of New Zealand. Any dispute under these Terms or otherwise concerning this website shall be subject to the exclusive jurisdiction of the courts of New Zealand, and you hereby submit to the jurisdiction of such courts for such purposes and waive any and all objections to jurisdiction or venue in such courts.

10.2 The Terms and Skills' Privacy Policy constitute the entire agreement between you and Skills as to their subject matter and supersede all prior or inconsistent statements or representations as to that subject matter.