

Website Terms of Use

Thank you for visiting this website.

These website terms of use ("Terms") apply to your use of this website and all other websites operated by The Shed Specialists Co (a 'Site'),

Please note that these Terms apply, regardless of the means of delivery of the Site to you. By using the Site, you indicate that you have read and accept these Terms and agree to abide by and be bound by these Terms (as modified from time to time). If you do not accept these Terms, please refrain from using the Site.

Please note that we may change these Terms from time to time without notice so you should review them each time that you visit the Site.

We draw your attention to the limitations on liability contained in clause 10 below.

In addition to these Terms some Sites may have supplementary terms and conditions which apply to those Sites ("Additional Terms"). Please ensure that you read any Additional Terms and the Privacy Policy as they form part of these Terms. To the extent that the Additional Terms conflict with these Terms the Additional Terms shall prevail.

1. About us

This Site is operated by The Shed Specialists Co is a company operated at 663 South Eyre Road, Swannanoa. Company Number 8134642.

2. Contacting us

If you suspect misuse of the Site or if you consider your intellectual property has been unlawfully featured on the Site please contact: The Privacy Officer for general comments on the Site, or to seek permission to do anything prohibited by, or not contained in these Terms, or which requires our prior consent or agreement, you can contact us following the instructions found on the Find Out More page on the Site.

3. Using the Site

3.1 Access to the Site is permitted on a temporary basis and we reserve the right to withdraw or amend the service we provide on the Site or part of the Site without notice. We will not be liable or responsible if for any reason the Site is unavailable at any time or for any period.

3.2 The information and materials on the Site are not intended to amount to advice on which reliance should be placed by you. As such, we disclaim all liability and responsibility arising from any reliance placed on such information and materials by any visitor to the Site, or by any person who may be informed of any of its content.

3.3 You may view (and, where applicable, listen to) the content and applications available on the Site for your own private non-commercial use. You must not use or allow others to access or use, all or any part of our Site or the contents and/or applications on it for commercial purposes without our permission. Use of all or any part of our Site or the contents and/or applications on it for commercial purposes shall be subject to separate terms and conditions and may be subject to a fee.

3.4 You may occasionally print individual webpages on the Site for your private non-commercial use, provided that such printing is not substantial or systematic and our trademarks, copyright notices and trademark notices are not removed.

3.5 From time to time we may restrict access to some parts of the Site, or the entire Site, to users who have registered with us. Registered users may customise some of the Site's features to create

personalised areas of the Site for their own private non-commercial use. Users must not otherwise alter, adapt, or reverse engineer any part of the Site.

3.6 Unless otherwise stated in these Terms, you must not (whether directly or indirectly):

3.6.1 distribute, transmit, syndicate, sell or offer to sell or otherwise make available all or any part of the Site or any content, files, feeds, or data from the Site, whether publicly available or not; or

3.6.2 copy, download, or store any content, files, feeds or data from the Site, whether publicly available or not, to make or populate a database or publication of any kind whatsoever, provided that for the avoidance of doubt this is not intended to restrict copying of an insubstantial part of any such material or where you are able to show 'fair dealing' with it, in each case in accordance with the Copyright, Designs and Patents Act 1988.

3.7 You may only play video or audio files using the media player on the Site or on the website of one of our licensees who is displaying such material with our authorisation.

3.8 If you would like to "share" a story, an application, or other content from our Site with somebody, please use the 'Send to a Friend' facility or "share" function (or such other similar feature) on the Site, or you may email a link to the Site to your friend or simply ask them to visit the Site. Please ensure that you have their consent before entering the details.

3.9 Users should be aware that content and resources may be removed from the Site with or without notice at any time and we accept no responsibility or liability for any reliance by the user on the continued availability of any content or resources on the Site.

3.10 Users, whether registered, must not abuse our 'Report this Comment' facility (or such other similar feature) (such as, without limitation, by making malicious reports).

4 Linking

4.1 You may establish a link to the Site, provided that:

4.1.1 The link is legal and not detrimental or damaging to and/or does not take unfair advantage of our reputation or business.

4.1.2 The link does not falsely imply or suggest that we endorse, approve of, or are associated with the linked website, its webpages or any of its contents; and

4.1.3 framing of our Site on any other website is not allowed and you must not provide access to the Site or part of it under any other URL.

4.2 We may withdraw your right to link to the Site without notice and at any time (acting in our sole discretion).

4.3 On certain parts of the Site you may be able to include links to third party websites. Subject to these Terms you may only include links on the Site to third party websites or webpages if:

4.3.1 the content of or linking to such third-party websites or webpages does not breach any of the provisions set out in clause 6.7.

4.3.2 the terms of use of such websites or webpages allows such linking.

4.3.3 links are clearly and visibly marked as such.

4.3.4 the content of any linked website or webpages are relevant and clearly related to the Content to which it is linked; and

4.3.5 the link will not result in any automatic download.

4.4 Where the Site and/or applications contain links to other websites, webpages, resources, or mobile services which are proprietary to third parties, other users, advertisers or sponsors, such websites, webpages, resources, and mobile services are provided for your information only and you access them

at your own risk. We are not liable or responsible for the content or operation of third-party websites, webpages, resources, or mobile services. You should read any applicable terms and conditions and privacy policies.

5 Registration

5.1 Where you are required to register to use the Site or part of the Site, it is your responsibility to provide accurate and complete registration details and to keep such details up to date. We are entitled to rely on any such registration details you provide to us.

5.2 Unless stated otherwise, each registration is for a single user only and not for multiple users. You must keep your registration details confidential.

5.3 You must provide a valid email address when you register for the Site. If you provide an email address to us, then you warrant to us that you are entitled to receive email to such email address. You also acknowledge and agree that we may stop sending emails to you without prior notification.

5.4 You are responsible for everything done using your registration details. If you think that another person may have access to, or be using, your registration details, you must inform us immediately.

5.5 We may suspend, terminate, or prevent your access to the Site or your registration at our sole discretion. Where we suspend, terminate, or prevent your registration, you must not attempt to re-register or submit any content, material, or applications without our prior written consent.

5.6 For the avoidance of doubt, where we suspend, terminate, or otherwise prevent your access to the Site, we may continue to publish or use your Content (as defined in clause 6) in accordance with the provisions of these Terms.

6 Your Content

6.1 The Site may offer you the opportunity to submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials, including, without limitation, photographs, text, music, video, audio recordings, computer graphics, pictures, data, questions, comments, suggestions, or personally identifiable information ("Content"). You retain ownership of any intellectual property rights that you hold in the Content.

6.2 You grant to us a royalty-free, non-exclusive, perpetual, irrevocable license to use, copy, edit, adapt, publish, reproduce, translate, sub-license, create derivative works from, make available, communicate, display, store and distribute your Content (in whole or part) and/or to incorporate it in other works in any form, format, media, or technology now known or later developed (including without limitation in print, digital and electronic form) throughout the world in accordance with the provisions of these Terms. By submitting your Content, you warrant that you have the right to grant this license. To the extent permitted by law, you waive all moral rights in your Content. To the extent that you are unable to waive any such moral rights, you agree not to assert the same.

6.3 It is our sole discretion whether we choose to publish or otherwise make available Content on the Site.

6.4 For the avoidance of any doubt, you acknowledge and agree that we may:

6.4.1 continue to publish all or part of your Content even if you change your mind and want us to remove it and/or you are no longer registered with the Site.

6.4.2 remove your Content at our sole discretion (even if you have not breached these Terms).

6.4.3 use all or part of your Content in promoting our products and services.

6.4.4 reproduce your trademarks, trade names, service marks, logos, domain names or other identifying signs or images.

6.4.5 publish and/or distribute widgets and other applications like yours and bearing our or another user's branding or logo without any liability or responsibility to you.

6.4.6 modify your Content in any way at our sole discretion.

6.5 Notwithstanding 6.5, you acknowledge that we are not responsible for checking, monitoring, or moderating any Content and you remain solely responsible for all Content that you upload or submit.

6.6 By uploading or submitting Content to the Site, you warrant and represent that you are the sole author of and owner of all proprietary rights in the Content. If the Content includes any material proprietary to a third party, you warrant that you have obtained the permission of such third-party owners to use their material in accordance with the provisions of these Terms.

6.7 You warrant and represent that your Content will not be inappropriate. Without limitation, Content will be considered inappropriate if:

6.7.1 it is defamatory, plagiarised, abusive, malicious, threatening, false, misleading, offensive, insulting, discriminatory, profane, harassing, racist, sexist, indecent, obscene, pornographic, or hateful.

6.7.2 it is in breach of confidentiality or another person's privacy,

6.7.3 it prejudices any active legal proceedings of which you are aware.

6.7.4 it contains accusations of impropriety or personal criticism of our staff.

6.7.5 it infringes any intellectual property rights proprietary to us or any other third party.

6.7.6 it is technically harmful (including without limitation computer viruses, logic bombs, trojan horses, worms, harmful components, corrupted data or other malicious software, harmful data, or conduct).

6.7.7 it advertises or promotes any product or service or makes any requests for donations or financial support.

6.7.8 it is spam or junk content.

6.7.9 it impersonates another person or otherwise misrepresents your identity, affiliation, or status.

6.7.10 it would be considered a criminal offence, or gives rise to civil liability, or is otherwise unlawful; and/or

6.7.11 is in breach of these Terms.

6.8 You must not attempt to avoid or undermine any protections we put in place for the security and operation of the Site.

6.9 You must not attempt to gain unauthorised access to our Site, the server on which our Site is hosted, or any server, computer or database connected to our Site or to attack our Site via a denial-of-service attack. By breaching the provisions of this clause, you may be committing a criminal offence. We shall report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them and your right to use our Site shall immediately and automatically cease.

6.10 Unless you have our express permission to do so, you must not re-submit any Content or other material or applications which have previously been removed.

6.11 You shall indemnify us on demand and keep us indemnified against all liabilities, losses, damages, costs, claims and expenses (including any professional costs and expenses) suffered or incurred by us arising out of or in connection with any breach or alleged breach by you of this clause 6.

6.12 You undertake to defend us from and against any claim or action by a third party that the use or possession of any Content submitted or uploaded to the Site by you infringes the intellectual property of such third party ("IPR Claim"), and shall on demand indemnify us and keep us indemnified against all liabilities, losses, damages, costs, claims and expenses (including any professional costs and expenses) suffered or incurred by us arising out of or in connection with any such IPR Claim.

7 Third party content

We are not liable or responsible for any third-party content on the Site. Third party content includes, for example, comments, blogs, and articles posted by any other third parties, Content, the content of advertisements, applications posted by other third parties and content accessed through applications.

8 Intellectual Property Rights

8.1 For the avoidance of doubt, we are the owner or the licensee of all intellectual property rights in our Site. All such rights are reserved.

8.2 We acknowledge and agree that you retain ownership in any copyright you may have in the Content you submit or upload to the Site.

8.3 We respect the intellectual property rights of others, and we request that our visitors do the same. If you think your work has been copied in a manner that constitutes copyright infringement, you may notify our copyright agent, who can be reached at:

Privacy Officer Details: Aaron Nesbit

Please include all of the following in your notification:

- A physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive copyright that is allegedly infringed;
- A description of the copyrighted work you claim has been infringed;
- A description of where the material you claim is infringing is located on the site;• Your address, telephone number, email address and all other information reasonably sufficient to permit us to contact you;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

9 Your Personal Information

In addition to these Terms and the Additional Terms, please read the Privacy Policy carefully as it governs our collection and use of information about you, and states that we may collect your information in the New Zealand by using our Site, you consent to us obtaining and holding your data as set out in the Privacy Policy.

10 Our Liability

10.1 The following provisions of this clause 10 set out our entire financial liability (including any liability for the acts or omissions of our employees, agents, and sub-contractors) to you in respect of all losses, claims or liabilities arising under or in connection with these Terms or your use of the Site generally, whether in contract, tort (including negligence), breach of statutory duty, or otherwise.

10.2 The information and material contained on the Site is for information purposes only and does not constitute advice. Such information and material may be incorrect or out of date and should not be considered as a definitive or complete statement of fact. You should check any information and material on the Site and use your own judgement before doing or not doing anything based on such information or material. We make no representations or warranties with respect to the Site or its content. All

warranties (express or implied) (including without limitation the implied warranties of satisfactory quality and fitness for purpose relating to the Site and/or its content) are hereby excluded to the fullest extent permitted by law. No representations or warranties are given as to the accuracy or completeness of the information or material provided on the Site or any website or webpage to which it is linked.

10.3 Nothing in these Terms excludes or limits our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation or any other liability that cannot be limited by law.

10.4 To the fullest extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude any liability for:

10.4.1 loss of or corruption to data; or

10.4.2 loss of profit; or

10.4.3 loss of anticipated savings; or

10.4.4 loss of anticipated revenue; or

10.4.5 loss of business; or

10.4.6 loss of opportunity; or

10.4.7 adverse effect on reputation and/or goodwill; or

10.4.8 any indirect or consequential loss or damage save that for these purposes' losses arising because of regulatory fines and damage to property shall to the extent arising as a natural consequence of the breach in question is not regarded as indirect or consequential.

10.6 Without prejudice to the generality of the exclusions of liability contained in this clause 10, we shall not be liable to you if you cannot access the Site properly or at all (wholly or partly) or if some of its features are unavailable to you due to events outside our control (which shall include without limitation the performance of any internet service provider, the performance of any internet browser or limitations of the device you use to access the Site).

10.7 We shall have no liability to you for any loss or inconvenience suffered due to the unavailability or withdrawal of any Content, material, or other information from the Site.

10.8 Whilst we monitor the Site with a view to locating and fixing defects, you acknowledge and agree that we cannot guarantee that the Site or any individual feature of the Site will be error free, be always available and/or be free from viruses and defects.

11 Maintenance of the Site

11.1 You acknowledge and agree that from time to time we may need to:

11.1.1 fix defects and errors in the Site.

11.1.2 install updates and undertake general diagnosis and maintenance of the Site; and

11.1.3 undertake emergency maintenance and/or suspend access to the servers and that because of which the Site may be less accessible or unavailable to you from time to time.

12 Severance

If any court or competent authority finds that any provision of these Terms (or part of any provision) is invalid, illegal, or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms shall not be affected.

13 Variation

We may revise these Terms at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are binding on you. Some of the provisions contained in these Terms may also be superseded by provisions or notices published elsewhere on the Site.

14 Jurisdiction and applicable law

14.1 These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

14.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims). For our exclusive benefit and to the extent possible in the applicable jurisdiction, we retain the right to bring or enforce proceedings as to the substance of the matter in the courts of the country of your residence or, where these Terms are entered into in the course of your trade or profession, the country of the place of business in which you agreed to these Terms or (if different) the country of your principal place of business.

Out-of-court settlements

We do not engage in out-of-court settlements before consumer arbitration bodies. However, under the regulation (EU) 524/2013 we are obliged to inform you that the European Commission provides a platform for online dispute resolution, which is available at <http://ec.europa.eu/consumers/odr/>.

Shed Specialist Co