

## UDC Live! Conditions of Use

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### Website Access

We, UDC Finance Limited, allow you access to this website subject to these Conditions of Use.

We may, at our sole discretion and without notice to you, suspend or revoke your access to this website at any time for any reason, including following any breach by you of these Conditions of Use or where we cease to have a business relationship with you.

### Limits on Permitted Use

You MUST NOT:

- use this website directly or indirectly for any activity or transmit any information or material unlawfully, which is obscene, indecent, uses offensive language, defames, abuses, harasses, stalks, threatens, menaces, offends any person, or which prevents any other user from using or enjoying this website;
- attempt to gain unauthorised access to this website or use another person's name, registration account, PIN, or password;
- remove, disable, or modify any security, anti-virus, or other software on this website or otherwise engage in any activity that will, or is likely to, interfere with or disrupt the operation of this website;
- upload onto this website any material, or use this website in any way:
  - that violates, plagiarises or infringes upon the rights of any third party, including, but not limited to, any copyright, trademark, or other intellectual property rights or privacy or other personal or proprietary rights; or
  - that is fraudulent or otherwise unlawful or violates any law;
- use this website in any way to distribute, promote or otherwise publish any material containing any solicitation for funds, advertising or solicitation for goods or services; or
- allow any other business or person the right to access this website or use the materials contained on this website without first obtaining our prior written consent.

You MUST:

- keep your user name and password secure, and immediately change your password and advise us if you suspect someone knows your user name and password; and
- keep your registration details up-to-date and your account active.

### Changes to Website

We reserve the right, at our sole discretion and without notice to you, to modify, add or remove any part of this website and/or these Conditions of Use, including any products or services referred to on this website.

### Intellectual Property

Unless otherwise indicated, we hold all copyright and other intellectual property rights in this website and reserve all rights of ownership. You may electronically reproduce and store the contents of this website solely for the purposes of viewing or saving website content for your own personal or internal business use. You may not display or distribute any content of this website in public, or where the content is accessible to the public, including any reproduction in any form on the internet, without first obtaining our prior written consent.

Any infringement of our intellectual property rights will be strictly enforced under New Zealand law.

### Tracking

We use "cookies" to collect information such as the server your computer is logged on to, your browser type, the date and time of your visit, and to collect information on how you utilise this website. We use this information to perform statistical analyses of aggregate user behaviour and may disclose this information to third parties in an aggregated form only. We do not however collect personal information in this process and therefore do not base these analyses on personal identifiable information.

### Confidentiality and Privacy

You must take all necessary steps to safeguard against the unauthorised use and disclosure of confidential information transmitted by or to you through this website, and you must inform us immediately in the event of any such unauthorised use or disclosure.

Confidential information includes, but is not limited to:

- technical and business information relating to your or our services, including any pricing or product information provided by us;
- information relating to our or your financial position, marketing or business development;

- any information contained within a customer application submitted using our website; or
- any information relating to your access and use of this website.

By using this website you assume all risks associated with any transfer of data or information to us. You acknowledge and agree that where you access and/or use the website no data transmission over the internet can be guaranteed as being totally secure. We do not warrant and cannot ensure the security of any information which you transmit to us through the website and we are not liable for any damage arising from interception, loss, theft or other difficulty. All data or information transmitted to us through your use of this website becomes our property and may be relied upon by us in our dealing with you.

We may receive personal information from you in the course of using this website. You consent to our use of this information, and where you have provided personal information relating to a third party, you warrant that you have received that third party's written consent to allow us to receive and use their information in furtherance of the purposes of this website and for our statistical purposes.

### [Hypertext Links](#)

The content of this website may include links to third party internet materials. Any such links are provided to you as a convenience only and the inclusion of a link does not represent our endorsement of the linked site or any association with their operators. We do not investigate or monitor such linked sites or their material and accordingly we will not be responsible for any direct or indirect loss or damage suffered by you from accessing, using, or relying on those sites or material. We do not endorse any website, organisation or person who creates off-site links to this website.

### [Disclaimers and Exclusions of Liability](#)

By accessing this website you acknowledge and accept that:

- whilst reasonable measures have been taken to ensure quality and accuracy of information provided by us on this website, we do not warrant or guarantee the accuracy, adequacy, quality, correctness, validity, completeness, or suitability of any information available on this website for any purpose;
- we exclude, to the fullest extent permitted by law, all responsibility and liability in relation to this website and we will not be responsible for any errors, omissions or misstatements or be liable for any loss or damage however caused including the provision, delay in providing, or failure of the website or maintenance or termination of these Conditions of Use;
- we do not warrant or guarantee that this website and any products and services contained on this website will be free of infection by viruses, worms, trojan horses, or anything else manifesting contaminating or destructive properties;
- we are not responsible for verifying any information you provide to us through this website; and
- we do not guarantee that your access to this website will be uninterrupted or error-free or that all defects in the website will be corrected in a timely manner.

This website and the information contained on this website has been prepared under New Zealand law for the supply of our products and services to customers based in New Zealand only. We do not accept responsibility for the compliance of this information with the laws of any other country nor any reliance placed on this information by persons outside New Zealand.

### [Security and Damage](#)

You are responsible for any damage you cause to this website. You should be aware it is unlawful to intentionally cause damage to this website or to any of our data through the knowing transmission of any program, information, code or command. You are responsible for ensuring that your own computer is secure and free of computer viruses, including taking reasonable steps to prevent someone misusing or obtaining unauthorised access to your computer system or to this website.

### [Indemnity](#)

You agree to indemnify and hold us harmless from and against all costs, claims, damages, losses, liabilities and expenses (including legal expenses on a solicitor and own client basis, all and any actual court costs, witness fees and expenses and all disbursements) arising directly or indirectly from any breach by you, whether knowingly or unintentionally, of these Conditions of Use.