

Website Terms of Use

1. General

- 1.1 These general terms and conditions of use (**Terms**) apply to all users of this website (**Website**).
- 1.2 By accessing this Website, you agree to be bound by these Terms, which we may amend from time to time.

2. Intellectual Property

- 2.1 On Beam Consulting Limited owns all copyright in the Website and its contents unless otherwise specified. You must not copy, adapt, reproduce, display or distribute the contents of this Website in whole or in part for any commercial purpose without our prior written approval. You may copy, reproduce, print and use the contents of this Website for personal or internal business purposes provided you include our copyright notice acknowledging our ownership of the copyright in the contents of this Website.

3. Disclaimer

- 3.1 We have endeavoured to ensure that the contents of this Website are complete, true and accurate. However, we make no representations of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the Website or the information, products, services, or related matters contained on the Website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.
- 3.2 To the fullest extent permitted by law we do not accept any responsibility or liability arising from or in connection with your use of this Website or the information contained in it including but not limited to any incomplete, untrue, out-of-date or inaccurate information.

4. Linking

- 4.1 This Website includes links to third party websites. We have no control over linked sites and we are not responsible for the contents of such sites. We do not endorse or make any representations about the accuracy of information or regarding any products or services found on any linked sites.

5. Viruses and Similar Devices

- 5.1 We do not warrant that the contents of this Website or any linked sites, including any downloadable files, are free from viruses, Trojan horses, worms or similar devices and we will not be responsible for any loss, damage, cost or expense suffered or incurred as a result of any content or files downloaded from this Website or any linked sites.

6. Privacy

- 6.1 Your privacy is important to us and we have policies in place to ensure that any information that can or may be used to identify you (**Personal Information**) remains confidential.
- 6.2 We collect Personal Information from you when you visit our Website, register or update your account with us, make an inquiry or complaint, purchase or order products or services from us or comment or submit information on any online form.
- 6.3 By using this Website you agree to our use of your Personal Information to process your orders and deliver products and services to you (including authorising and processing payment transactions), communicate with you and assist with your queries, requests or complaints, send you communications that we consider may be of interest to you or that we are required by law to provide, verify your identity and enable you to access our services in case you forget your password or account details, develop and improve our services, analyse and evaluate the use of our services, enforce any legal rights we may have, or protect the rights, property and safety of you, us and others and for any other uses to which you consent.
- 6.4 We take reasonable steps to ensure the appropriate use of your Personal Information, to prevent unauthorised access or disclosure of your Personal Information and to ensure that such Personal Information is accurately and securely maintained.
- 6.5 We will keep your Personal Information only for as long as is reasonably necessary, having regard to the purpose of collection and in accordance with applicable legal requirements.
- 6.6 You have the right to request access to the Personal Information that we collect and hold about you at any time. You also have the right to request that we rectify your Personal Information if it is inaccurate or incomplete, request that we erase your Personal Information in certain circumstances or request that we stop processing some of your Personal Information.
- 6.7 If you have any concerns or complaints about the manner in which your Personal Information has been collected or managed by us, or would like to make a request, please contact us via the details provided in the **Contact** section of these Terms.

6.8 We will endeavour to resolve any complaint to your satisfaction. However, if you are unhappy with our response, you may contact the Privacy Commissioner who may investigate your complaint further. Further information about the application of the Privacy Act can be found at the website of the Privacy Commissioner at www.privacy.org.nz.

7. **Cookies**

7.1 Cookies are text files that are stored on your computer or device when you visit certain web pages. We may use cookies to remember your preferences and settings, personalise your use of our services, enable us to improve the content, reliability and functionality of our website, enable you to use certain services or functionalities, track and understand usage. In some instances you may be required to accept certain cookies in order to use our services.

7.2 Third parties may also set cookies during your visit to our Website for remarketing purposes in particular to show you goods and services that you may be interested in.

7.3 Accepting a cookie will not give us access to any data on your computer other than the data stored in the cookie. You can set most internet browsers to notify you when you receive a cookie and to give you the opportunity to decide whether or not to accept it. You can also disable all cookies generally.

8. **Applicable Law**

8.1 The laws of New Zealand govern your use of this Website and its contents.

8.2 Any dispute arising in relation to this Website or these Terms will be referred to mediation. We will choose a suitably qualified person to act as mediator and expect that you will use best endeavours to resolve the dispute at mediation. However if, following mediation, the dispute is still not resolved, then any remaining differences or disputes will be determined by the Courts of New Zealand.

9. **Contact**

9.1 If you have any queries, concerns or complaints regarding this Website or these Terms, please contact Robert Wheadon at robert@onbeam.nz.