

1 TERMS OF THE USER AGREEMENT

- 1.1 This agreement is made between you (as the user) and CentrePort Limited ("CentrePort") and it constitutes the terms and conditions in respect of your access to and use of the CentrePort Web Site ("the Site") including the CentrePort Extranet ("the Extranet"). The provisions set out below are the only terms and conditions on which CentrePort will agree to grant you access to Extranet. By accessing the Site and/or the Extranet you agree to be bound by all these terms and conditions.

2 DURATION OF THE USER AGREEMENT

- 2.1 This agreement will continue until either you or CentrePort terminate it. Either party may terminate it at any time by sending notice of termination to the other party. On termination, you will cease to be an authorised user of the Extranet.

3 NOTICES

- 3.1 You may serve a notice on CentrePort for the purposes of this agreement by sending it by e-mail to webmaster@centreport.co.nz or by post to The Webmaster, CentrePort Limited, P O Box 794, Wellington, New Zealand. CentrePort may serve a notice on you by sending it to your e-mail address or postal address appearing on the Extranet User Access Request Form. Notices will be deemed to have been served twenty four hours after transmission by e-mail or 3 days after dispatch by post. You are responsible for notifying CentrePort of any change to your e-mail or postal address.

4. USERNAME AND PASSWORD

- 4.1 You are responsible for all use of the Extranet made using your username and password, whether or not the use is made by you or by someone else using your username and password. You are responsible for protecting and securing your username and password from unauthorised use. If you believe there has been a breach of security of your username or password, such as theft or unauthorised use, you should notify CentrePort immediately by e-mail to webmaster@centreport.co.nz.
- 4.2 If CentrePort has reason to believe that any information you have supplied is not accurate, or if CentrePort considers that you have breached this agreement it will terminate this agreement and you will cease to be an authorised user of the Extranet.

5 CHANGES TO THE USER AGREEMENT

- 5.1 CentrePort may add to, remove or change the provisions of this agreement from time to time. All additions and changes will be notified to you by being posted on the site. It is your responsibility as a user to refer to these additions and changes. They will come into effect immediately on being posted and you will be deemed to have accepted them if you make access to the Extranet after that time. If you do not wish to accept them, you must terminate this agreement as described above. You are required to provide CentrePort with complete and accurate registration information and to update your information if it changes. If you fail to do so, you will be in breach of this agreement.

6 MODIFICATION OF SITE OR EXTRANET

- 6.1 CentrePort reserves the right to change, modify, suspend or discontinue any or all parts of this Site or the Extranet at any time. CentrePort reserves the right to restrict a Subscriber's access to parts or all of the Extranet without notice or liability. No refund of any Subscription Fee will be paid upon any such suspension or cancellation of service.

7 COPYRIGHT AND LIMITED PERMISSION TO COPY

- 7.1 The materials contained on this Site and the Extranet are protected under copyright and other laws of New Zealand, and, under international conventions, and similar laws abroad.
- 7.2 Unless otherwise stated, copyright and other intellectual property rights in all material published on the Site or Extranet, including, but not limited to, the textual material, artwork, photographs, computer software, audio and visual elements, is owned or controlled by CentrePort or its licensors.
- 7.3 Subject to clause 7.4 you are permitted to download and print extracts from this material only in the following situations:
- a. For your personal use;
 - b. For criticism, review or news reporting of current events, provided an acknowledgement of source is provided;
 - c. For research or private study;
 - d. Insubstantial portions of the materials may be quoted in another document provided that an acknowledgement of the source of the materials is provided.
- 7.4 The permissions given in clause 7.3 are subject to the following conditions unless further copyright clearance to do such acts has been expressly given by CentrePort in writing:
- a. No more than one copy of the material may be made at any one time;
 - b. None of the material may be used for any commercial or public use;
 - c. No part of the Site or any material appearing on the Site may be reproduced or stored in or transmitted to any other web site; and
 - d. No material appearing on the Site or Extranet may be disseminated in any form, either electronic or non-electronic, nor included in any retrieval system or service.
- 7.5 Any request for copyright clearance should be sent to CentrePort Webmaster, e-mail, webmaster@centreport.co.nz.
- 7.6 You agree not to remove, cover, overlay, obscure or change any copyright notices, legends, or terms of use which CentrePort may post on the site.

8 DISCLAIMER

- 8.1 While we endeavour to make reasonable efforts to ensure the accuracy of content posted online, CentrePort does not give any warranty or other assurance as to the accuracy, operation, quality or functionality of the Site and Extranet, or its fitness for any particular purpose.
- 8.2 Access to the Site and/or Extranet may be interrupted, restricted or delayed from time to time. However, CentrePort will not be liable for damages or refunds should the either the Site or Extranet become unavailable temporarily or access to the Site or Extranet become impeded for any reason.

- 8.3 CentrePort does not give any warranty or other assurance as to the content of the material appearing on the Site (including the Extranet), its accuracy, completeness, timeliness or fitness for any particular purpose. To the full extent permissible at law, CentrePort disclaims all responsibility for any damages or losses (including, without limitation, financial loss, damages for loss in business projects, loss of profits or other consequential losses) arising in contract, tort or otherwise from the use of, or inability to use, the Site, the Extranet or any material appearing on the Site or the Extranet, or from any action or decision taken as a result of using the Site, the Extranet or any such material.
- 8.4 In no case shall CentrePort's aggregate liability for any content or accessibility problems with the site exceed the amount of the subscription fees, if any, paid by you in the 12 month period preceding any claim or notice of damages.
- 8.5 The views expressed in any third party material published on the Site or Extranet are not necessarily the views of CentrePort and CentrePort expressly disclaims all responsibility for the content of any third party material published.
- 8.6 Although CentrePort intends to take reasonable steps to prevent the introduction of viruses or other destructive materials to the Site (including the Extranet), CentrePort does not guarantee or warrant that the Site or materials that may be downloaded from the Site (including the Extranet) do not contain such destructive features. CentrePort will not be liable for any damages or harm attributable to such features. If you rely on the Site (including the Extranet) and any materials available through the Site (including the Extranet), you do so solely at your own risk.

9 **ADVERTISING MATERIAL**

- 9.1 Material appearing on the Site may include advertising and other material submitted by parties other than CentrePort and the Site may provide links to other sites operated by advertisers and third parties. It is the responsibility of such advertisers and third parties to ensure that such material and such sites comply with all relevant laws and regulations. To the full extent permissible or law, CentrePort disclaims all responsibility for any error, omission or inaccuracy in such material or its failure to comply with the relevant laws or regulations.

10 **PRIVACY**

- 10.1 CentrePort is an Agency for the purposes of the Privacy Act 1993. All personal information you supply to CentrePort will be treated in accordance with that Act. Unless you have indicated to the contrary on the Extranet User Access Request Form, CentrePort may from time to time send you information on selected products and services and invite others to do so. You are deemed to have given your permission to CentrePort to convey all or part of your registration information to independent auditors for the sole purpose of verifying site usage statistics. As part of the verification process, you may be contacted by these independent auditors and asked to confirm that you have registered with the Site. Accordingly, you may not register any personal details other than your own.
- 10.2 You have the right to access your personal profile and correct any of your personal information recorded.

11 FEES

- 11.1 CentrePort reserves the right at any time to charge fees for access to any material appearing on the Site (including the Extranet). At the relevant time a notice will appear when you visit the Site and will give you the relevant details. You will have the opportunity to restrict your access to material for which no charge is made or to terminate this agreement if you do not wish to continue.

12 PROTECTED RIGHTS

- 12.1 The name and logo of CentrePort are registered trade marks. You are not permitted to use or reproduce or allow anyone to use or reproduce these trade marks for any reason. The software which operates the Site (including the Extranet) is proprietary software and you are not permitted to use it except as expressly allowed under the terms of this agreement. Any other use or purported licensing, modification, enhancement or interference is strictly prohibited.

13 GOVERNING LAW

- 13.1 This agreement is deemed to have been made in New Zealand and is governed by New Zealand Law. Any dispute relating to this agreement shall be referred to the New Zealand courts.