

TERMS OF USE

Last Updated: 26 August 2009

About these Terms of Use

1. In consideration for Master Plumbers Gasfitters & Drainlayers NZ Inc (“MPGD”) allowing you the right to access and use the MPGD website (“the Site”) you agree to be bound by these Terms of Use. This right is non-exclusive and non-transferable and limited by these Terms.
2. These Terms of Use apply to any user of the Site whether they are a visitor, MPGD member, content provider or otherwise.
3. By using the Site you agree to be bound by these Terms of Use, which shall take effect immediately the first time you use the Site. If you do not agree to be bound by all of these Terms of Use please do not access, use and/or contribute to the Site.
4. MPGD may change these Terms of Use from time to time and accordingly you should check these Terms of Use regularly. Your continued use of the Site will be deemed acceptance of the updated or amended Terms of Use. If you do not agree to the changes, you should cease using the Site.
5. If there is any conflict between these Terms of Use and specific local terms appearing elsewhere on the Site or terms entered into independently with MPGD, then the specific or independent terms shall prevail.

Use of the Site and your obligations

6. You agree in using the Site that you will:
 - a. comply with all laws;
 - b. keep all the Site access details including passwords and codes secret;
 - c. notify MPGD if you learn of a security breach related to the Site.
7. You agree in using the Site that you will not:
 - a. infringe the privacy rights of any Site user;
 - b. use the Site in a way that harms MPGD or the Site or MPGD members or our partners;
 - c. mislead any Site user, including supplying data that is falsely made to appear as originating from or being endorsed by the Site or MPGD; and
 - d. use any portion of the Site as a destination linked from any unsolicited bulk messages or unsolicited commercial messages;
 - e. use any unauthorised means to modify or reroute, or attempt to modify or reroute the Site; damage, disable, overburden, or impair the Site (or the network(s) connected to the Site) or interfere with anyone’s use and enjoyment of the Site; or
8. MPGD does not recommend sharing your access details with anyone.

Privacy

9. The personal information we collect from members will be held by MPGD as part of its Membership Register.

10. You have the right of access to, and correction of, personal information about you that we hold.
11. MPGD may access or disclose information about you, your account and/or the content of your communications, in order to:
 - a. comply with the law or legal proceedings served on it;
 - b. enforce and investigate potential violations of these Terms of Use; including use to participate in, or facilitate, activities that infringe the law; or
 - c. protect the rights, property, or safety of MPGD, any MPGD party, the Site, their employees, customers or the public.

You consent to the access and disclosures outlined in this section.

12. MPGD may use technology or other means to protect the Site, protect its members, visitors, or stop you from breaching these Terms of Use.
13. From time to time, the information will also be disclosed to organisation directly related to the industry who may wish to supply you with information about products which MPGD believes will be of interest to you.
14. In order to provide you with the Site, MPGD may collect certain information about the Site's performance, your machine and your use of the Site. MPGD may automatically upload this information from your machine. This data will not personally identify you.

Intellectual Property

15. MPGD reserves all rights to the intellectual property on the Site. Intellectual property includes all copyright, trade marks, designs, patents and other intellectual property rights (registered and unregistered) in and on the Site and all content (including all software) located on the Site.
16. Content on the Site may be reproduced for informational, non-commercial purposes, and only with a prominent acknowledgement of MPGD's rights to the content. Any other use of the Site content requires the prior written permission of MPGD.
17. You warrant that all content uploaded or shared by you, either from your own computer or another source, are either created or owned by you, or that you have the necessary licences, rights and permissions to use the content uploaded or shared.
18. You acknowledge and agree that upon receipt and notice of any claim from a third party, MPGD may immediately remove any content from the Site without liability. Any claims of any complaining party shall be referred to you for their attention.

Content

19. You agree in respect of any content (including text, images, video, sound, data, information, or software) uploaded or posted, transmitted, transferred, disseminated, distributed, on to the Site that it does not:
 - a. infringe any intellectual property rights of any third party;
 - b. infringe the privacy rights of any third party and does not attempt to harvest, collect, store, or publish private or personally identifiable information, such as passwords, addresses, or other contact information without their foreknowledge and willing consent;

- c. detrimentally affect the brand or reputation of MPGD or any affiliates or partners of MPGD;
 - d. contain inaccurate, ambiguous, exaggerated, defamatory, untrue, or out of date information;
 - e. encourage, counsel, incite or suggest any criminal or unlawful acts;
 - f. seek to take advantage of any individual or any individual groups by virtue of their circumstances;
 - g. contain profane, vulgar and/or suggestive languages or images or innuendo or slang of a sexual, immoral, racial, discriminatory or violent nature;
 - h. misrepresents the source of anything posted, including impersonation of another individual or entity;
 - i. promote or provide inflammatory or demeaning opinions of an individual or group;
 - j. provide or create links to external sites that violate these Terms of Use; or
 - k. harm or disrupt another user's computer or allow others to illegally access software or bypass security on websites, or services including but not limited to spamming.
20. MPGD does not actively police uploaded content but reserves the right to remove or edit any content uploaded at its sole discretion and without notice, regardless of whether or not it is, in the opinion of any third party, in breach of these Terms of Use.

No Warranties

21. The Site is provided on an "as-is," "with all faults" and "as available" basis.
22. Some content on the Site may be created by MPGD members, third party contributors or members of the public. The views expressed are their own and unless specifically stated are not those of MPGD. MPGD is not responsible for any content posted by MPGD members, third parties or members of the public on the Site or for the availability or content of any third party site that is accessible through the Site. Any links to third party websites from the Site do not amount to any endorsement of that site by MPGD and any use of that site by you is at your own risk.

No Liability

23. MPGD shall not be liable for any losses or damage (whether such damage or losses were foreseen, foreseeable, known or otherwise) caused as a result of any person's reliance or use of the Site.

Further disclaimers

24. The contents of the Site should not be construed as legal or professional advice and you should take specific advice from qualified professional people before undertaking any action following information received from the Site.
25. Any reference to any specific commercial product, process, or service by trade name, trade mark, manufacture, or otherwise does not constitute an endorsement or recommendation by MPGD.

Indemnity

26. You agree to release, indemnify and keep indemnified MPGD from and against all actions, claims, costs (including legal costs and expenses), losses, proceedings, damages, liabilities,

or demands suffered or incurred by MPGD from any person arising out of or in connection with your failure to comply with these Terms of Use or your use of the Site.

Limits on use or services

27. Without limiting any other rights and remedies available to MPGD, MPGD may, at its sole discretion, limit your activities on the Site or refuse to provide you access to the Site or any part of it if you:
 - a. breach these Terms of Use;
 - b. where MPGD considers any of your conduct, in its sole discretion, to be inappropriate.
28. In such an event, your access will be blocked and your information will be removed. You will be given the opportunity to obtain your information that you have provided.
29. MPGD may change the range of the Site services or remove features at any time and for any reason.

General

30. If any of these Terms of Use are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any country or area in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive and continue to be binding and enforceable.
31. These Terms of Use supersede any and all prior oral or written communication on the subject matter contained in them.

New Zealand Use Only

32. These terms shall be governed by and interpreted in accordance with the laws of **New Zealand** which shall have exclusive jurisdiction over any disputes.
33. The Site is specifically designed to be used in New Zealand only. If you choose to use the Site outside of New Zealand you are solely responsible for adherence to the laws of the country from which you are accessing the Site.