

# FUNDING HQ TERMS AND CONDITIONS

These Terms and Conditions (**Terms**) set out the terms and conditions on which Giblin Group Limited (**we, our or us**) agrees to permit you to access the Funding HQ service (the **Service**), including through our website, [www.funding-hq.com](http://www.funding-hq.com), and any related websites or applications operated by us, (the **Website**).

By using the Services or the Website you and/or your employer (**you, your**) agree to be bound by these Terms, as altered by us from time to time. If you do not wish to agree to these Terms, including any updated version of these Terms, you must stop using the Services and the Website.

## INTRODUCTORY

### 1. Our Service

- 1.1. We provide the Service to help people and organisations in New Zealand to secure external funding.

### 2. Eligibility

- 2.1. The Service is only available to, and may only be used by, New Zealand residents and businesses operating in New Zealand who can form legally binding contracts under New Zealand law. The Service is not available to persons outside New Zealand or persons who are under the age of 18.
- 2.2. If you register with the Service as an entity or on behalf of an entity, you represent that you have authority to bind that entity to these Terms.
- 2.3. We may decline to register you with the Service for any reason and we are not obliged to state such reason.

### 3. Intellectual Property Rights

- 3.1. You acknowledge and agree that all intellectual property rights in the Service, our software and our Website, including all content provided through the Service or on the Website (**Content**), are owned by us or our licensors.
- 3.2. We grant to you a non-exclusive licence to use the Content for the purpose of securing funding for yourself or the entity you work for, in the manner described within the Service. You may adapt, reproduce for the purpose of using as intended and store the Content for that sole purpose.
- 3.3. Except as expressly set out in clause 3.2, you may not in any form or by any means adapt, reproduce, store, perform, publish or create any derivative works from any part of this Website or the Service or commercialise or on-sell any Content.
- 3.4. You agree to abide by these Terms and such other terms and conditions relating to use of our Website and any materials on our Website as we or our licensors may specify from time to time.

### 4. Fees

- 4.1. You agree to pay us the fees for the Service, as amended by us from time to time and either published on the Website or provided to you in writing.
- 4.2. We reserve the right to vary our fees at any time, and will provide 30 days' notice of any fee changes on the Website. We may correct pricing errors at any time. All fees are exclusive of any GST or other taxes, which you will pay in addition unless otherwise stipulated.

- 4.3. You agree to pay the fees in the manner we prescribe from time to time.
- 4.4. If a third party has paid for your subscription of the Service on your behalf, you acknowledge and agree that:
  - (a) The payment by the third party is for a limited amount of time and, at the end of that period of time, you must pay the fees for the Service if you wish to continue to have access to the Service; and
  - (b) we may contact that entity in relation to your subscription if needed.

## **5. Details**

- 5.1. You agree that you are responsible for keeping the information connected with your account up to date.
- 5.2. You agree that, when you register for the Service, and whenever you provide us with any information or materials, either through the Website or in any other way:
  - (a) all information and material that you provide to use will be accurate, complete and up to date, and you will provide us with all information requested;
  - (b) you have all the rights necessary to provide the information and materials to us; and
  - (c) for any personal information you provide to us about any person, you have obtained that person's consent to provide us with that information and for us to use that information in accordance with these Terms.
- 5.3. You agree not to:
  - (a) impersonate another person;
  - (b) use a false name or a name you are not authorised to use;
  - (c) create a false identity or provide a false address or email address;
  - (d) be misleading as to the identity or origin of any communications; or
  - (e) use the Website or the Service for any illegal purpose.

## **6. Indemnity**

You agree to at all times indemnify us and our officers, servants and agents against any and all liability, claims, losses, damages, costs or other expenses of any nature whatsoever awarded against, incurred or suffered by us or our officers, servants and agents arising out of or in connection with your use of the Service or any of your employees' or contractors use of the Service, and/or any breach of these Terms.

## **7. Errors and Complaints**

- 7.1. You must contact us immediately if there is an error or omission in any of the information within the Service.
- 7.2. We will use all reasonable endeavours to correct any such error, but will not be liable for any losses (whether direct, indirect, or consequential) arising from an error or omission in the information listed within the Service.

## **8. Ending the Service**

- 8.1. When you register for the Service, you may have to sign up to a minimum period. Once that minimum period has expired, you can terminate the Service at any time by

providing us at least 30 days' written notice. Termination will be effective at the end of the period that you have paid for as at the date of termination. No refund of fees will be payable.

- 8.2. You may end your registration at any time if we increase the fees or otherwise amend these Terms, provided you gives us notice in writing and pay any amounts outstanding to us at the date of termination.
- 8.3. If you end your registration for the Service you will no longer be able to use the Service or any Content, or access any information that you have uploaded into the Service. You are solely responsible for downloading any material you have uploaded into the Service before your subscription ends.

## **9. At your risk**

- 9.1 We give no undertakings, representations or warranties in relation to the Content. Your use of the Content is at your sole risk.
- 9.2 We give no undertakings, representations or warranties that you will obtain any funding, or any minimum level of funding, through your use of the Service. Any funding made available to you is at the discretion of the funding provider and the terms on which the funding may be made available are a solely a matter for you and the funding provider.

## **10. Compliance with policies**

By using the Website and the Service, you agree to comply with any policies or other requirements issued by us from time to time, and those policies and other requirements will form part of these Terms.

## **11. Privacy policy**

Your privacy is important to us. We may gather, use and disclose information about you in accordance with our privacy policy, which may be found [here](#). Our privacy policy forms part of these Terms, and by using the Website you agree to our privacy policy.

## **12. Security**

- 12.1. We will use all reasonable endeavours to effect and maintain adequate security measures to safeguard the information you provide to us from access or use by unauthorised persons.
- 12.2. You are responsible for keeping your login information, including your email address and password, secret and secure. You agree not to permit any other person to use your name or access your account and not to disclose (directly or indirectly) any information that may allow another person to gain access to your account.

## **13. Your profile**

We reserve the right to suspend or terminate your account with the Service if we suspect that you have breached these Terms or breached any applicable law or we otherwise consider that such suspension or termination is required.

## **14. Website integrity**

You must not attempt to damage, interfere with or harm our Website or the Service, or any network or system underlying or connected to them in any way whatsoever.

## **15. Amendments**

- 15.1. We may amend these Terms from time to time. Notice of any such amendments will be announced on this Website and will be effective immediately, unless we state otherwise.

You are responsible for reviewing these Terms regularly to obtain timely notice of any such changes.

15.2. Your continued use of the Service or our Website will constitute your acceptance of any changes or revisions to these Terms.

## **16. No Warranties**

16.1. You understand and agree that your use of the Service is at your sole risk.

16.2. The Website and the Service are provided on an "as is" and "as available" basis. To the maximum extent provided by law, we disclaim and exclude any implied conditions or warranties (including, without limitation, any warranties of merchantability and fitness for a particular purpose).

16.3. Without limiting the above, we do not warrant that the Service or the Website will be uninterrupted, timely, secure, error-free or that any information or materials provided through the Service on the Website are accurate, complete or up-to-date.

16.4. All statements, information and recommendations made by us about the Service are believed to be reliable, but do not constitute a guarantee or warranty.

## **17. Maximum Liability**

If we are found to have any liability under or in connection with these Terms, the maximum amount of our liability arising out of all claims under these Terms or relating to the Service or the Website will not in any circumstances exceed NZ\$100.

## **18. Waiver**

Our failure or delay to exercise any right or remedy we may have under these Terms will not be construed or operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.

## **19. Governing Law**

These Terms will be governed by the law of New Zealand. You agree to submit to the non-exclusive jurisdiction of the courts of New Zealand.