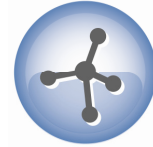


## RepHub Terms and Conditions

Last updated 1<sup>st</sup> September 2009



The New Zealand Sales Association Ltd operates the [www.rephub.co.nz](http://www.rephub.co.nz) website. Rephub.co.nz and the New Zealand Sales Association Ltd are collectively referred to NZSA throughout this statement.

NZSA values our relationship with our members, users, advertisers and business partners. NZSA respects your privacy, and the Terms and Conditions explains what you can expect from the NZSA in terms of protecting your privacy.

The Terms and Conditions applies only to your relationship with the NZSA owned sites you have visited or subscribed to. It does not apply to any interactions or information you choose to provide advertisers, business partners, members, other users or websites you visit from one of the sites owned by NZSA. Any information you provide them, will be in accordance with their own practices.

### 1. Terms of use

By visiting, using or becoming a member to the NZSA you are accepting the Terms and Conditions. If you do not accept these Terms and Conditions, you must not use the NZSA sites and services.

The NZSA reserves the right to update and amend the Terms and Conditions at anytime. The updated or amended Terms and Conditions will be deemed effective immediately upon posting on the NZSA websites. You are solely responsible for ensuring you are using the NZSA in accordance to the most up to date Terms and Conditions. Your use of the NZSA sites and services represents your agreement with these Terms and Conditions.

The NZSA, members, users, advertisers and business partners must all adhere to the Code of Conduct and Privacy Policy within these Terms and Conditions.

The NZSA aim is to help businesses and people improve all aspects of their business by offering a platform for ideas to be shared. All ideas have risks and benefits, and must be weighted up according to your specific situation. The NZSA takes no responsibility for any losses that may occur from use of this site. The NZSA is only a platform for the sharing of these ideas, and is not making recommendations for personal situations when posting articles. Furthermore the NZSA takes no responsibility for any postings from users, members, advertisers or business partners on any NZSA platforms.

If any users, members, advertisers or business partners choose to use the NZSA as a social network, the NZSA takes no responsibility or liability for any misconduct of its users, members, advertisers or business partners including, without limitation, members who have registered under false pretences to take part in misconduct.

### 2. Membership

Membership to the site [www.rephub.co.nz](http://www.rephub.co.nz) is currently free.

The NZSA does its best to keep all its users safe, however we cannot guarantee your safety. You use the NZSA at your own risk. By using the NZSA you agree that the NZSA is not responsible or liable for all acts and interactions between you and other users, members, advertisers and business partners.

By using the NZSA you understand and agree that:

- Use of the services is entirely at your own risk.
- The NZSA does not guarantee the website and services will remain uninterrupted, free from error, reliable, timely, or secure.
- The NZSA is not responsible for use of ideas or advice from the NZSA or users, members, advertisers or business partners.

- The NZSA is not liable for any losses, not limited to, loss of profit, loss of potential savings, loss of income, loss of assets, loss of property, identity theft or fraud that occurs because of use of the NZSA.
- You may receive communications from the NZSA.
- You may receive communications from advertisers and business partners of the NZSA to whom you have agreed upon, or given information to them via non-NZSA means (the NZSA **DOES NOT** sell or rent your personal information to any third parties. Please refer to our Privacy Policy below).
- You will adhere to the Code of Conduct, Terms and conditions and Privacy Policy at all times.
- You will adhere to all the Laws of New Zealand, and whichever country you access the NZSA from.

### 3. [Code of conduct](#)

We require all users, members, advertisers and business partners to adhere to our Code of Conduct as stated below:

- Content, information and ideas available from the NZSA remain the property of their owner. The NZSA takes no responsibility or liability for breaches of copyright, intellectual property.
- You will comply with the NZSA Terms and Conditions.
- You will act responsibly, courteously and conduct yourself honestly and in good faith at all times, even during 'heated' discussions and debates.
- Do not bully, intimidate, or harass any user, member, advertiser or business partner.
- Do not engage in retaliatory behaviour.
- Do not post content that is hateful, threatening, pornographic, or that contains nudity or graphic or gratuitous violence.
- Do not post content or take any action on the NZSA that infringes or violates someone else's rights or otherwise violates the law.
- If you collect information from users, you will: obtain their written consent, make it clear you (and not the NZSA) are the one collecting their information, and post a privacy policy explaining what information you collect and how you will use it.
- Do not post anyone's identification documents or sensitive information, including but not limited to financial information on the NZSA websites.
- Do not solicit login information or access an account belonging to someone else.
- Do not share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account.
- Do not collect users' content or information, or otherwise access the NZSA, using automated means (such as harvesting bots, robots, spiders, or scrapers).
- Do not use your personal profile for your own commercial gain (such as selling your profile to an advertiser).
- You will keep your contact information accurate and up to date.
- Do not transfer your account to anyone.
- Do not provide any false personal information to the NZSA, or create an account for anyone other than yourself without permission.
- Do not post any personal information you do not wish to be seen.
- Do not post credit-card, bank account numbers, PIN or other personal information which may be used to defraud members, users, advertisers or business partners.
- The NZSA respects your right to have your own opinion, and your right to voice this opinion. The NZSA may not share, endorse, or agree with this opinion. You agree to take full responsibility for your comments and actions.
- Do not register if you are under 18 years of age.
- Do not use the website [www.rephub.co.nz](http://www.rephub.co.nz) if you are a convicted sex offender.
- If you select a username for your account we reserve the right to remove or reclaim it if we believe appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).
- Do not offer any contest, special offer, giveaway, sweepstakes or promotion, on the NZSA without our prior written consent. If we consent, you take full responsibility for the promotion.
- Do not use the NZSA to do anything unlawful, misleading, malicious, or discriminatory.

- Do not do anything that could disable, overburden, or impair the proper working of the NZSA, such as a denial of service attack.
- Do not post any unauthorized commercial communications (such as spam).
- Do not engage in unlawful multi-level marketing, such as a pyramid scheme.
- Do not upload viruses or other malicious code.
- All postings are subject to the NZSA deciding on the content, and the NZSA reserves the right to remove postings, members, users, advertisers and business partners from the NZSA without notice or reason given.
- Do not use our copyrights, trademarks, logos, or any confusingly similar marks.
- You will comply with all laws relating to intellectual property and copyright.
- Do not facilitate or encourage any violations of the Terms and Conditions.

#### 4. Liability

By using the NZSA you agree that, to the maximum extent permitted by law, any and all liability and responsibility of the NZSA to you or any other person under or in connection with these terms and conditions, or in connection with the services, the NZSA, another member's acts or omissions, or your use of or inability to use, the services or the NZSA, is excluded regardless of whether such liability arises in contract, tort (including negligence), equity, breach of statutory duty or otherwise. The NZSA's liability and responsibility is excluded in respect of any and all loss or damage, whether direct or indirect, including, without limitation, loss of profits, loss of data, loss of business or anticipated savings, general and special damages, and consequential and incidental loss.

You agree to release, indemnify and keep indemnified the NZSA from and against all actions, claims, costs (including legal costs and expenses), losses, proceedings, damages, liabilities, or demands suffered or incurred by us to any person arising out of or in connection with your failure to comply with these terms and conditions or your use of the NZSA websites or services.

Without limiting any other rights and remedies available to the NZSA, the NZSA may limit your activities on the website, postings, advertisements, links, warn other members of your actions, issue a warning to you, suspend or terminate your membership, or refuse to provide our Services to you if you breach these terms and conditions or where the NZSA considers it appropriate.

#### 5. Advertisers and business partners of the NZSA

Responsibility for the content of advertisements appearing on the NZSA's websites (including links and hyperlinks to advertisers' own websites) rests solely with the advertisers. The placement of such advertisements on the Website does not constitute the NZSA recommendation or endorsement of the advertised product or service. Each advertiser is solely responsible for any representation made in connection with its advertisement.

NZSA advertisers and business partners are responsible for maintaining all Fees and Accounts are to be paid in full by the 20<sup>th</sup> of the Month following invoice. These terms are strictly enforced. If Fees or Accounts are unpaid after this date, whatever action the NZSA deems appropriate may be enforced.

Clicking on advertisements with the NZSA agrees to the advertisers Terms and Conditions. Advertisements are sometimes delivered (or "served") directly to users by third-party advertisers. They automatically receive your IP address when this happens. These third-party advertisers may also download cookies to your computer or use other technologies such as JavaScript and "web beacons" (also known as "1x1 gifs") to measure the effectiveness of their adverts and to personalise advertising content. Doing this allows the advertising network to recognise your computer each time they send you an advertisement in order to measure the effectiveness of their adverts and to personalise advertising content. In this way, they may compile information about where individuals using your computer or browser saw their advertisements and determine which advertisements are clicked. The NZSA does not have access to or control of the cookies that may be placed by the third-party advertisers. Third-party advertisers have no access to your contact information stored by NZSA unless you choose to share it with them.

The NZSA websites contain links to other websites. We are of course not responsible for the privacy practices of other websites. We encourage our users to be aware when they leave our site that they should read the privacy statements of each and every website that collects personally identifiable information. This Privacy Policy applies solely to information collected by the NZSA.

Obligations as an advertiser or business partner of the NZSA:

- You will only place advertisements that are accurate, current, complete, and include all relevant information about the terms of trade.
- You will only advertise products or services that exist and are to be sold. You will not advertise products or services that you are not legally entitled to sell or that are not in your possession.
- You must not advertise anything that is illegal, offensive (including anything of a defamatory, pornographic, or racially or ethnically objectionable nature), stolen, or unsafe, anything which infringes copyright or other intellectual property rights, items which have been illegally imported or which would require illegal import or export in order to complete the transaction, or any item of which the sale is prohibited by, or violates any, law.
- You are responsible for ensuring that any advertisement by you does not breach the Terms and Conditions.
- You agree that the NZSA may disclose your company and personal information, including your name and contact details, to the relevant authorities, parties and/or the applicable intellectual property right holders (or their representatives) if we consider that you are in breach of the Terms and Conditions at any time.
- RepHub Job Search may be used by individuals or businesses to advertise specific business opportunities or jobs only and must not be used for multiple or generic job listings. You must not place multiple listings for a single job or business opportunity.
- You agree to share your client database with the NZSA (only where this doesn't conflict with your Terms and Conditions or Privacy Policy).
- You agree to link your website to the NZSA websites.
- You agree to not conduct any behaviour that could damage the business or reputation of the NZSA.

## 6. [Information gathered](#)

The NZSA may use cookies at times to track activity of visitors to their websites. Cookies do not disclose any personal information about a visitor. Cookies may be used to customize certain pages, track user activity on the NZSA websites, and track or target advertisements. The NZSA's advertisers, or their advertising networks, may use cookies in their advertisements.

NZSA and its advertisers may use transparent images to track activities with specific advertisements. A transparent image reports when an email is opened or an advertisement is seen and helps record information to determine the effectiveness of an advertisement or email communication. Transparent images do not gather or share personal information.

## 7. [Privacy Policy](#)

Your privacy is very important to us. The NZSA has created this privacy statement in order to demonstrate our firm commitment to privacy. We designed our Privacy Policy to make important disclosures about our information gathering and usage practices.

We encourage you to read the Privacy Policy, and to use it to help make informed decisions. By using or accessing the NZSA, you are accepting the practices described in this Privacy Policy.

The NZSA **DOES NOT** rent or sell your personal information to Third Parties.

We will not sell or allow third parties to access your personal information without your consent. We release account and other personal information only when we believe release is appropriate to comply with law; facilitate court proceedings; enforce or apply our Terms and Conditions; or protect the rights, property, or safety of the NZSA, our users, or others. Government agencies with statutory roles enabling them to request information from us include but are not restricted to the Police, Inland

Revenue Department and Ministry Of Economic Development. You may contact the NZSA to ask whether information has been provided to government agencies.

We let you choose to share information with marketers or electronic commerce providers through on-site offers. We let you choose to receive special offers and promotions directly from the NZSA via Twitter.

Unlike most sites on the web, the NZSA limits access to site information by third-party search engine "crawlers" (e.g. Google, Yahoo, Live Search, Ask).

The NZSA takes action to block access by these engines by limiting access to personal information beyond your name, profile picture and limited profile information posted on the NZSA websites by you.

It is the policy of the NZSA to send our members email throughout the year and other emails or blogs they elect to receive, in addition to customary business communications.

Further, it is our policy to immediately remove any member from any mailing list upon the member's request. In addition, the NZSA may send newsletters and other communications to members, users, advertisers and business partners. Newsletters will contain clear and obvious instructions for how the member can remove himself or herself from that mailing list. We encourage you to email us (info@rephub.co.nz) with your questions or comments.

You agree that the NZSA may use your personal information to assist us to provide the services to you, for internal research purposes, to verify your identity, for promoting and marketing other NZSA products and services to you, and for any other use that you authorise.

When you register with the NZSA, you provide us with personal information, such as your name, contact details and any other personal information that you choose provide to us. You do so knowingly choose to disclose the information that is collected and used by the NZSA. We may use your contact information from the registration form to send you information about our company and promotional material from the NZSA. Your contact information is also used to contact you when necessary.

The NZSA provides you with ways in which you can alter your personal data, this is best done via the website's Profile editing tools. NZSA users may modify or delete any of their Profile information at any time by logging into their account. Information will be updated immediately. The NZSA will store previous email addresses against your profile to ensure compliance with our Terms and Conditions - specifically the use of one account per member.

You are responsible for all actions taken with your user name, email address and password. Therefore we do not recommend that you disclose your NZSA password to any third parties. If you choose to share your user name, email address and password or your information with third parties to provide you additional services, you are responsible for all actions taken with this information and therefore you should review that third party's privacy policy.

It is important for you to protect against unauthorized access to your password and to your computer. Ensure you logout when you have finished visiting the NZSA websites, especially if you access the NZSA websites from a shared computer.

The NZSA collects personal information about you through the services we provide, our websites and our business partners.

This information includes:

- Your registration details.
- Information relating to your use of the NZSA services and websites that you access.
- Any information you volunteer to us via, email, phone, fax, post or in person.
- Phone calls may be recorded to provide better service to you.

The Profile information that you submit to the NZSA will be available to users of the NZSA's websites. Your name, and profile picture thumbnail will be available in search results within the website and those limited pieces of information may be accessible to third-party search engines. If you choose to post messages in our websites, we may collect that information you provide to us. If you send us personal correspondence, such as emails or letters, or if other users or third parties send us correspondence about your activities or postings on the websites, we may collect such information into a file specific to you.

If you wish to have your registration removed from our directory for any reason, you may send us an email requesting this ([info@rephub.co.nz](mailto:info@rephub.co.nz)).

Some NZSA advertisers may request information directly from you, or link to sites that do so. The NZSA has no control over its advertisers' privacy policies, and encourages you to review such policies prior to submitting any personal information to them.

The NZSA contains non-advertising links to a variety of third party sites to enhance the member experience. The NZSA has no control of either the content or privacy policies of such sites, nor should such links be considered an endorsement of these sites except where otherwise noted. From time to time, we make changes to our information practices or alter the functionality of our Web site. We always update this statement accordingly, so we encourage you to periodically review this page for the latest information on privacy practices.

The NZSA also offers Job Search facility. You must apply directly to the organisation listing the job. These are paid advertisements, and jobs are not offered by the NZSA. Do not forward job applications to the NZSA. We do not read these job applications and will not forward them if sent incorrectly to the NZSA.

This privacy policy covers the use of cookies by the NZSA and does not cover the use of cookies or other tracking technologies by any of its advertisers. Please refer to the advertiser's Privacy Policy for information regarding their use of cookies.

Cookies are small pieces of information that are stored in a browser-related file on your computer's hard drive when you use our website. We use cookies to improve the member experience. We also use them to deliver information and fresh content specific to your interests. Cookies are widely used on most major websites.

We use session ID cookies to confirm that users are logged in. These cookies terminate once the user closes the browser. The technology we use requires the use of session cookies.

The NZSA also uses persistent cookies to personalise the user experience, to help protect our members and to provide us with research information (such as how often members visit the NZSA each month). Persistent cookies allow us to track users on the NZSA and helps us identify users abusing the NZSA's services.

The NZSA participates in Google's AdWords pay-per-click advertising programme. AdWords advertisements appear on Google's search result pages and on the Google Network. Google uses cookies to measure the number of Google users that click on an advertisement and visit certain NZSA web pages, or who complete certain actions on the Website. Google provides this data to the NZSA without identifying the users. [View Google's privacy policy.](#)

We use additional information to do internal research on our users' demographics, interests, and behaviour to better understand and serve you and our community. This information may include the URL that you just came from (whether this URL is on our site or not), which URL you next go to (whether this URL is on our site or not), what browser you are using, and your IP address. Users who login have their IP addresses recorded. This information will only be provided to legal authorities in cases of suspected fraud or for law enforcement purposes. This information is stored securely and will not be provided to other members or non-authorised parties.

If the ownership of all or substantially all of the NZSA business, or individual business units owned by New Zealand Sales Association Ltd were to change, your user information may be transferred to the

new owner so the service can continue operations. In any such transfer of information, your user information would remain subject to the promises made in any pre-existing Privacy Policy.

You post all user content on the site at your own risk. We cannot control the actions of other users with whom you may choose to share your information. We are not responsible for circumvention of any privacy settings or security measures contained on the site. You understand and acknowledge that, even after removal, copies of user content may remain viewable in cached and archived pages or if other users have copied or stored your user content.

Any improper collection or misuse of information provided by the NZSA is a violation of the NZSA Terms and Conditions and should be reported immediately by email to [info@rephub.co.nz](mailto:info@rephub.co.nz). By using the NZSA, you are consenting to have your personal data transferred to and processed in New Zealand.

The age restriction for the NZSA is 18 years old. Although we encourage children to learn and understand business principles and practices, this is not the ideal format for them to do so. If you are under the age of 18 years old, do not use this site.

We may be required to disclose user information pursuant to lawful requests, such as subpoenas or court orders, or in compliance with applicable laws. We do not reveal information until we have a request by law enforcement or government agencies. Additionally, we may share account or other information when we believe it is necessary to comply with law, to protect our interests or property, to prevent fraud or other illegal activity perpetrated through the NZSA service or using the NZSA name, or to prevent imminent bodily harm. This may include sharing information with other companies, lawyers, agents or government agencies.

Your use of the NZSA, and any disputes arising from it, is subject to this Privacy Policy as well as our Terms and Conditions, and all of its dispute resolution provisions including arbitration, limitation on damages and choice of law. We reserve the right to change our Privacy Policy and our Terms and Conditions at any time. Changes will take effect immediately. We encourage you to refer to this policy on an ongoing basis so that you understand our current privacy policy. Unless stated otherwise, our current privacy policy applies to all information that we have about you and your account.

If you have any questions about the Terms of Condition, Code of Conduct or Privacy Policy, please contact us at:  
[info@rephub.co.nz](mailto:info@rephub.co.nz)

or  
PO Box 622, Napier 4140,  
Hawkes Bay,  
New Zealand