



TERMS AND CONDITIONS
USE OF GENEROSITY NZ TOOLS

1. Parties

1.1 The parties to these Terms and Conditions are Generosity New Zealand and the User (User) of Generosity NZ Search Tools (GNZ Search Tools).

2. Commencement and Duration

2.1 These Terms and Conditions commence with effect from the date of login (Commencement Date) and end when the User or Subscriber cancels the subscription.

3. Variation

3.1 The parties acknowledge that Generosity New Zealand relies on, and has obligations and provides services to, third parties in relation to the information contained on the databases provided as part of the services, and that it may therefore be necessary to make changes to the databases during the term of these terms and conditions.

3.2 Generosity New Zealand shall use reasonable endeavours not to make any significant changes which are likely to disturb or detract from the provision of the Services as contemplated on the Commencement Date.

4. Intellectual Property Rights

4.1 The Services, including any materials such as websites, posters and pamphlets, training materials, software, copyright and other intellectual property rights, belong to, and shall remain the property of Generosity New Zealand.

4.2 The User may not reproduce, reassign their account, sell or otherwise distribute the information sourced from the Generosity New Zealand platform and databases.

5. Security

5.1 The User shall take all reasonable steps to ensure that any information provided as part of the Services pursuant to this Agreement is protected by such security safeguards as it is reasonable in the circumstances to take against loss and unauthorised access, use, modification, disclosure or other misuse.

6. Termination

- 6.1 If the Subscription is terminated by either you or the Subscriber or Generosity New Zealand for any reason (other than by the Subscriber under clause 7.4), the User will no longer have access to GNZ Search Tools.

7. Warranties and Limitation of Liability

- 7.1 Generosity New Zealand warrants that GNZ Search Tools able to be operated and provide information. Other than that, the User acknowledges that Generosity New Zealand makes no other warranties in relation to GNZ Search Tools, including warranties of merchantability and fitness for a particular purpose.
- 7.2 In the absence of wilful default or dishonesty by Generosity New Zealand, Generosity New Zealand shall not be liable to the User in contract, tort, equity, negligence or otherwise in relation to the Services. Generosity New Zealand shall not have to pay the User or anyone else for anything caused by, resulting from or relating to anything Generosity New Zealand does or omits to do, whether or not it is contemplated or authorised by this Agreement, no matter how or why any liability, injury, expense, loss of profit or other loss might arise.
- 7.3 If for any reason the exclusion of liability set out in clause 8.2 of these terms and conditions does not apply, or is not valid or enforceable, or if for any reason Generosity New Zealand is ever held liable to the User for anything, regardless of how that liability arises, then in the absence of wilful default or dishonesty, the liability of Generosity New Zealand shall be limited to the Subscription Fee.
- 7.4 The User acknowledges that Generosity New Zealand has obtained the information included within the Services from other sources and that whilst Generosity New Zealand has compiled the databases in good faith, Generosity New Zealand has no responsibility for the accuracy or completeness of such information.
- 7.5 The parties acknowledge that they have entered this Agreement in good faith and will use their respective reasonable endeavours to assist each other in relation to this Agreement.

8. Notifications

- 8.1 Generosity will from time to time send notifications to the User for purposes that relate to the use of GNZ Search Tools and other products and services operated by Generosity NZ.

9. Force Majeure

- 9.1 Neither party shall be liable for any act, omission or failure to perform any obligation under this Agreement if such act, omission or failure arises from any cause reasonably beyond the party's control.

10. Updates

- 10.1 Generosity New Zealand may provide the User with updates to the information provided as part of the Services which Generosity New Zealand makes generally available to its users during the term of use. The updated information may include more accurate or up-to-date data, more complete data, or changes to improve the functionality of the platform. Immediately upon its provision, the updated information shall form part of the Services.