

WEBSITE TERMS AND CONDITIONS

In these Terms and Conditions, 'we', 'us', or 'our' refers to the Colliers Real Estate Managed Property, 18 Willis St and its Website.

These terms and conditions (Terms) apply to the use of the 18 Willis St Website and each of its sub-domains including all pages within the Website and its sub-domains. We may change these Terms at any time by posting changes on the Website.

By accessing or using the Website you agree to be bound to these Terms from the date on which you first access the Website. Please read these Terms carefully before you start using the Website. If you don't accept them, you should not use the Website. You will be bound by any such modifications or revisions from the time that they are made. Your continued use of the Website represents your agreement to be bound by these Terms as amended from time to time. You should therefore review these Terms whenever you access the Website.

Privacy Statement

In the handling of your information, we follow a policy of "informed consent". In using the varied features of this Website, you may occasionally provide information, such as your name, your contact information, or other information about yourself by which others may identify you. We will take reasonable precautions to prevent the loss, misuse or unauthorised access to your personal information. However, due to the nature of email and the Internet, we cannot guarantee the privacy or confidentiality of your personal information. When you provide us with personal information, that information may be collected, stored and processed on servers located outside of New Zealand. We will not disclose your personal information to any third party unless authorised by you or your representative(s) or where compelled to do so by law. We confirm that we will act in accordance with the Privacy Act 2020.

Please [click here](#) to see our Privacy Policy for further information on our privacy practices.

Consent to commercial electronic messages

By ticking yes and/or completing the online newsletter form on this Website, you consent to receive commercial electronic messages marketing our goods and services and new products. You also consent to receiving any electronic messages containing updated information in relation to the 18 Willis St or its stores, news and various other information of related interest. You may unsubscribe at any time to receiving such messages by following the unsubscribe process specified in any such electronic message that you receive.

Content

We reserve the right to withdraw or amend the Website at any time and do not guarantee that the Website will be available to you at any time. Given the nature of the Internet and access thereto, the Website is provided "as is" with all faults and we do not warrant (either express or implied):

- a. that access to the Website will always be immediate or uninterrupted; or
- b. that the material on the Website will be free from infection, viruses or destructive code.

We shall not be liable to you on any basis for any damage, loss or expense suffered by you as a result of material on the Website infecting or damaging your computer equipment, software and any other electronic device.

The content of the Website is obtained from various sources and is subject to change without notice. We will try to make sure that the information on the Website is accurate and up to date, but do not guarantee that the content is reliable, accurate, or suitable for what you may want to use it for. Before relying or acting on any information on the Website, you should get independent professional advice.

To the extent permitted by law, we will not be liable for any loss or damage (direct or otherwise) you suffer in connection with your use of the Website or of any linked website or your use of, or reliance on, content contained on or accessed through the Website or any linked website. Whether such liability is under contract, tort or otherwise, we shall not be liable for any direct, indirect, consequential or special liability or punitive or exemplary damages arising out of or in any way related to your use of the Website. We also exclude any condition or warranty that could be implied into these terms (but only to the extent that this is allowed by law).

If under law we are determined liable to you for losses, such liability is limited to \$[1,000] (exclusive of GST).

Software and Security

We are not responsible for any technical or other issues that may arise if you download software from an external third-party website (e.g. Acrobat Reader) or upgrade your browser software to enhance your usage of the Website. While we take every effort to check and test material at all stages of production, it is always wise for users to own and use an anti-virus program on all material downloaded from the Internet. We do not accept responsibility for any loss, disruptions or damage to your data or your computer system which may occur whilst using material from this Website.

Links to Other Sites

Certain links, including hypertext links, in our Website may take you outside our Website. Links are provided for your convenience and inclusion of any link does not imply endorsement or approval by us of the linked Website, its operator or its content. We are not responsible for the content of any website outside our Website. If you choose to use these external websites it is entirely at your own risk and subject to the terms and Conditions of use of those external websites.

You are not permitted to create a hyperlink to the Website from another site owned by you without our written consent. If we do consent to such a hyperlink, this link must not be presented on your website in any way that implies that the Website has an association with your

website or endorses your site or products. Our name or any of our logos may not be used on your website without our written consent. If you create a hypertext link to the Website, you are responsible for all direct and indirect consequences of the link. You indemnify us for all loss we suffer in connection with any link you have created.

Intellectual Property

18 Willis St either owns or otherwise has the right to use all copyright and other intellectual property rights in this Website and reserves all rights, save as provided in this disclaimer, and all such rights are reserved. You may electronically reproduce and store the contents of this Website solely for the purposes of viewing this Website, or saving Website content, for your own personal use.

Unless we have given our written consent, you must not:

- display or distribute the content of any of these pages in public or where the content is accessible to the public, including any reproduction in any form on the Internet;
- assert any ownership or rights;
- generate any profit from it or exploit it in any way; or
- use, modify, alter, adapt, duplicate or amend it in any way whether directly or indirectly.

Restrictions

You are expressly and emphatically restricted from all of the following:

- transferring or copying any Website material or publishing any Website material in any media;
- selling, sublicensing and/or otherwise commercializing any Website materials;
- publicly performing and/or showing any Website material;
- using the Website material in any way that would breach our intellectual property rights;
- using this Website in any way that is, or may be, damaging to this Website or the Centre;
- using this Website in any way that impacts user access to this Website or which may cause the Website to be interrupted, damaged, rendered less efficient or impair the effectiveness or functionality of the Website;
- using this Website contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Website, or to any person or business entity;
- engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website, or while using this Website; or
- using this Website to engage in any advertising or marketing.

Indemnity

You agree to indemnify and hold harmless 18 Willis St to the fullest extent permissible by law from and against any and all losses, liabilities, claims, demands, damages, proceedings and expenses whatsoever (including legal or other costs associated with the enforcement or realisation of this indemnity), as suffered or incurred by the 18 Willis St arising directly or indirectly out of any breach of or non-fulfilment of any of the obligations or undertakings under these Terms or arising out of or in any way related to your use of the Website.

Assignment

In the event of a change in ownership of all or a portion of our Website, your user information may be transferred to the new owner or management company, so that the Website can continue operations. In this event, your information would remain subject to the privacy provisions herein.

Compliance with Laws

You agree to comply with all applicable laws, statutes and regulations concerning your use of this Website.

Invalidity

If any part of these terms is unenforceable (including any provision excluding or limiting our liability) the enforceability of the remainder of these terms will not be affected.

Governing Law

The use of the Website and these terms shall be governed by and construed in accordance with the laws of New Zealand, and the courts of New Zealand shall have jurisdiction with respect to any legal action, suit or proceeding or any other matter arising out of or in connection with this Website.