

DKDnz Ltd

Website Terms of Use

Hi, we are DKDnz Ltd (called **we**, **us** or **our** below). Here are our Website Terms for <https://mountainhut.nz> (called **Website** below) that apply to you (called **you** or **your** below) while you use the Website. You accept these Terms by using the Website.

Your right to use the Website and content

- You may view and print (for personal use only) the content on the Website to get information about the products and/or services we provide. We can remove this right and it is not exclusive to you.
- If you would like to link to our Website from your website, please contact us for prior permission (which we may withdraw later).

Personal use only

The Website is for your personal use only and you must not use it for any commercial purposes. You must not:

- copy, store or distribute the Website's content
- use the Website to redirect users to other websites or encourage users to visit other websites, or
- share your password or login information for the Website with anyone else.

Don't harm the Website

You must not:

- alter the Website or use the Website in a way that could interfere with the performance of the Website or any other user's use of the Website
- disable or interfere with any security-related features of the Website
- use any programs, scripts, bots or other automated technology to scrape or access the Website or hijack user accounts or log-in sessions
- introduce viruses, malicious code or similar material that could harm or interfere with the Website or other users of the Website, or
- harm the Website in any other way.

Don't harm others

You must not use the Website:

- for any offensive, unlawful, discriminatory, threatening, fraudulent or harmful purposes or for any activity that violates the rights of others
- for any phishing, trolling or similar activities
- to defraud, scam, hack, swindle or deceive other users of the Website
- to collect contact information of other users or to send any unsolicited communication to other users, or
- to impersonate any other person or organisation.

Our rights

We are allowed to:

- change the Website, including its content or functionality
- cancel or remove the Website
- monitor your use of the Website (subject to our privacy obligations), or
- if you fail to comply with these Terms or breach any laws, block your use of the Website, remove any content uploaded by you, or take legal action against you.

Intellectual Property rights

- All intellectual property rights in the Website and its content, including in the text, graphics, logos, design, structure, expression, look and feel and arrangement of content and any software used by the Website (called **IP**), are owned by us or our suppliers or licensors. Your use of the Website does not grant any ownership rights in our IP to you or anyone else.
- You may only use our IP to view or use the Website and not for any other purposes.
- You must not modify or incorporate our IP into any other work, publication or website.

- We can withdraw this right to use our IP, it is not exclusive to you, and you cannot transfer it to anyone else.

Information on the Website

- We aim to list current and accurate product and/or services information on the Website at all times. However, it is possible errors may occur. We do not guarantee any content on the Website is accurate, complete, or fit for your purposes.
- Any statements by other people or content included by other people on the Website are the views of that person and may not represent our views.
- Any reviews on the Website are provided by users of our products and/or services based on their experiences. You may not experience the same results.

Your rights under Consumer Law

- If you are in New Zealand, you have certain rights under the New Zealand Consumer Guarantees Act 1993 (**CGA**), the Fair Trading Act 1986 and other New Zealand consumer law (**Consumer Law**). If we do not meet our obligations to you under Consumer Law, you may be entitled to remedies. You agree the CGA shall not apply to any use of the Website relating to the supply of products or services for business use. Nothing in these Terms excludes, restricts or modifies your rights under Consumer Law.
- We will not pay you any more than we are required to under Consumer Law for any costs or other loss you experience related to your use of (or inability to use) the Website. This includes your reliance on, or any errors in, information on the Website, any malicious technologies that, through your use of the Website, infect your device or systems, and any data loss or corruption.

The things we can't guarantee

- The internet is not secure and therefore we can't guarantee security of your data during transmission to or from the Website.
- We can't guarantee the Website is totally secure or virus-free, even though we have reasonable security measures in place to protect any personal information you provide us. The Website is provided "as is".
- We do not guarantee or commit to any standards regarding the Website quality, performance or fitness for purpose, or that your use of the Website will be faultless, timely or continuous.
- The Website may contain links to other websites operated by other people that we do not control. We do not endorse or approve those websites and we have no liability for the content or security of those websites. Please be aware the privacy policies for those websites may be different from ours.

When you must cover us

You must pay us the full amount of any costs or loss we experience because of your access to, or use of, the Website or your failure to comply with these Terms or any applicable law. This includes if you damage the Website or if another person makes a claim against us for something you do.

Changes to the Terms

We may change these Terms at any time by posting the new Terms on the Website. By continuing to use the Website after the new Terms are posted, you agree to the new Terms.

Privacy Policy

Our privacy policy at <https://mountainhut.nz> sets out our commitments regarding personal information we collect from you.

The law that applies to these Terms

New Zealand law applies to these Terms. Any dispute relating to these Terms or the Website that we cannot resolve with you must be resolved in the New Zealand courts. Although the Website may be accessed from countries other than New Zealand, we cannot guarantee that the Website or the products and/or services shown on the Website comply with the laws in any country outside New Zealand.