

Terms of Use for the myIndici Application

These terms of use ("**Terms**") govern your use of the myIndici Application ("**myIndici**"). By navigating to the website, downloading myIndici from the Google Play Store or Apple iTunes and logging onto it, you agree to comply with these Terms. They form a legally binding agreement between you and **xcrania Limited** ("We" or "Us"). You should read these Terms carefully before you start using myIndici.

myIndici is always evolving. This means that the minimum system requirements for myIndici to operate at its best may be upgraded every now and then. This also means that from time to time, We may need to amend these Terms by changing or removing existing terms or by adding new ones. You can view the latest Terms and minimum system requirements at <http://myIndici.co.nz/>, or in myIndici. By using myIndici you agree to the latest Terms.

1. Your Obligations

You must use myIndici responsibly, lawfully and in good faith. In particular, you must:

- 1.1. Keep your passwords and user information secret;
- 1.2. Immediately notify Us if you become aware of any unauthorised use or disclosure of information, by sending an email to support@indici.co.nz;
- 1.3. Abide by the Health Information Privacy Code and the Privacy Act 1993;
- 1.4. Respect third parties' rights, including their intellectual property rights; and
- 1.5. Not tamper with myIndici, for example by introducing a virus or changing administration settings.

2. Disclaimer

- 2.1. myIndici is provided 'as is'. We do not warrant that myIndici will meet your requirements, that it will be suitable for any particular purpose. We take no responsibility for any loss, including loss of data, failure or fault with myIndici, including the inaccuracy of any information made available to you in myIndici. Your access to myIndici depends on many technical aspects, including as provided by third parties. We cannot therefore guarantee that myIndici will work 100% of the time.

3. Limitation of Liability and Indemnity

- 3.1. Subject to any rights you may have at law, our liability to you under these Terms is excluded to the fullest extent permitted by law.
- 3.2. If We are ever liable to you and, for any reason We cannot rely on the above exclusion of our liability under these Terms, then the maximum combined amount We will have to pay you will be \$100 for any event or series of related events.
- 3.3. You indemnify Us against all loss of profits, savings, revenue or data, and any other claim, damage, loss, liability and cost, including legal costs on a solicitor and own client basis incurred or suffered by Us as a direct or indirect result of your failure to comply with these Terms.

4. Suspension and Termination

- 4.1. Without prejudice to any other right or remedy available to us, We may suspend or terminate your access to myIndici at any time for any reason by giving written notice by email.
- 4.2. If your access to myIndici is terminated your user accounts will be closed and you must cease using myIndici and must not attempt to gain further access.

5. Dispute Resolution

- 5.1. If a dispute arises in relation to these Terms, the parties will notify each other of the dispute in writing. On receipt of such notification, the Parties will work together in good faith to resolve that dispute. Pending resolution of a dispute, each Party, to the extent it is able, will continue to perform its obligations under these Terms.
- 5.2. If the parties cannot resolve dispute by negotiation within 15 working days of a dispute being notified in accordance with clause 5.1:
 - 5.2.1. The matter will be submitted to mediation in Auckland;
 - 5.2.2. The mediation will be conducted in accordance with the Mediation Protocol of the Arbitrators' and Mediators' Institute of New Zealand Incorporated (AMINZ).
- 5.3. If the parties cannot resolve the dispute within 20 working days after the commencement of mediation, then the dispute will, at our or your election, be determined by a single arbitrator in accordance with the AMINZ Arbitration Protocol under the Arbitration Act 1996. The decision of the arbitrator will be final and binding.
- 5.4. Nothing in these Terms prevents either Party, at any time, from seeking urgent interlocutory relief from a court of competent jurisdiction in relation to any matter that arises under these Terms.

6. Content and links in myIndici

- 6.1. We do not monitor or review the content of myIndici. This means all opinions expressed or material appearing on or linked to by myIndici might not be shared or endorsed by Us and We should not be regarded as the publisher of such opinions or material.
- 6.2. We have no control over the privacy practices and content and are not responsible for the security and trustworthiness of any other site connected to or accessed through myIndici.

7. Notices

- 7.1. If We need to contact you personally, We will do so by email which will be deemed to have been received on transmission.
- 7.2. If you need to contact Us, please email Us at support@indici.co.nz or to any other email address We notify you of by email.

8. Privacy and use of data

- 8.1. We will comply with the Privacy Act 1993 in relation to any information you supply to Us or gathered as a result of your use of myIndici ("Your Data").

- 8.2. We will use Your Data only for the purpose for which it is supplied to or gathered by Us and will not use it for any other purpose or supply to any third party except as required by law or authorised by you.
- 8.3. We will take all reasonable steps to keep Your Data safe and secure. We will disclose your personal information to those third parties only who may provide you with services or carry out administrative or other functions on our behalf, including our trusted service providers. Some of these third parties may be based overseas.

9. Intellectual Property

- 9.1. All intellectual property rights in myIndici, including copyright, trademarks, know-how and confidential information belong to Us. You will not acquire any intellectual property rights in myIndici whatsoever, or in any improvements or variations that may be made to it.
- 9.2. You must not copy, reverse engineer, decompile, disassemble, modify, re-post to other web sites, frame, deep link to, change, or otherwise distribute, license, sublicense or transfer myIndici or any part of it in any form. Nothing contained in these Terms or in myIndici should be construed as granting, by implication or otherwise, any right to use any trade mark without our written permission.
- 9.3. Whilst Your Data remains your property, you may only access it in myIndici if you have valid user access credentials. However, you may request a copy of Your Data as held by Us by emailing Us at support@indici.co.nz

10. General

No Assignment or Transfer

- 10.1. You may not transfer or assign any of your rights or obligations under these Terms without our prior written consent. This means that no other third party may enforce any of the provisions in these Terms.

Duration and survival

- 10.2. Clauses which by their nature are intended to survive termination of your access to myIndici, including clauses 3, 5, and 9, continue in force.

Governing Law and jurisdiction

- 10.3. These Terms are governed by New Zealand law and, subject to clause 5, You submit to the non-exclusive jurisdiction of the Courts of New Zealand.

No waiver unless in writing

- 10.4. We will only waive a right under these Terms in writing.