

# End User Terms and Conditions

## Before downloading and using the HR Now App you must read and accept the following terms and conditions:

1. Your continued use of HR Now will constitute an agreement between you (**you**) and The New Zealand Institute of Management Southern Incorporated (**NZIM Southern**) for access to and use of the application known as “HR Now App”, together with any associated documentation including “online” or electronic materials which are designed to assist or supplement the understanding of the application (**App**).
2. By downloading, installing, or otherwise using the App and any upgrades of the App, you agree to be bound by the terms of this Agreement. If you do not agree to all of the terms of this Agreement, do not download, install or otherwise use the App. If you download, install or otherwise use the App, these terms and conditions are deemed to have been fully accepted by you.
3. NZIM Southern may change these terms from time to time. Your continued access to and use of the App will be deemed acceptance of the updated or amended terms. If you do not agree to the changes, you should cease using the App.
4. The App is protected by copyright laws and as well as other intellectual property laws. The App is licensed, not sold and all software is provided “as is”.
5. The App is developed by NZIM Southern. NZIM Southern retains all copyright to the App and places certain restrictions on its use.
6. Subject to the terms and conditions of this Agreement, NZIM Southern grants to you a non-exclusive and non-transferable licence to download, install and use the App.
7. Only one user may access and use the App. The licence granted to you to use the App is personal to you as the specific user. You agree to keep all access details to the App including passwords and codes secret and agree not to share these with anyone else or to allow anyone else to use or have access to the App. Failure to comply with this provision may lead to termination of this Agreement under clause 14.
8. You may not make the App available over a network where it could be used by multiple devices at the same time.
9. You may not copy the App. You may not sell, transfer, lend, sub-lease or sub-licence the App to anyone.
10. You may not disassemble, decompile or reverse engineer the App or any of its files and components, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
11. You shall not translate, adapt, modify or create derivative works of/from the App. You shall not use or display the App on any public bulletin board, website, chat room or in any other media available to the public.
12. The App is licensed as a single product. Its component parts may not be separated for use on more than one device.
13. NZIM Southern may provide you with support services related to the App at its discretion.
14. Without prejudice to any other rights, NZIM Southern may terminate this Agreement and suspend your use of the App if you fail to comply with the terms and conditions of this Agreement. In any such event you must remove the App from all of your devices.
15. **Use** - You agree in downloading, installing and using the App that you will:
  - a. comply with all applicable laws; and
  - b. notify NZIM Southern if you learn of a security breach related to the App.
16. **Obligations** – You agree in using the App that you will not:
  - a. infringe the privacy rights of any other App user;
  - b. use the App in a way that harms NZIM Southern or its related entities, resellers, distributors, suppliers and/or vendors (each referred to as a **Licensor party**), or any customer of a Licensor party;
  - c. use any unauthorised means to modify or reroute, or attempt to modify or reroute the App, damage, disable, overburden, or impair the App or interfere with anyone’s use and enjoyment of the App; or
  - d. resell or redistribute the App, or any part of the App.
17. **Disclosure of information** – NZIM Southern considers your use of the App to be private to you. However, NZIM Southern may access or disclose information about you in order to:
  - a. comply with the law or legal proceedings served on it;
  - b. enforce and investigate potential violations of this Agreement; or

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- c. protect the rights, property, or safety of NZIM Southern, any Licensor party, their employees, customers or the public.

You consent to the access and disclosures outlined in this section.

18. **Protection of the App** – NZIM Southern may use technology or other means to protect the App, protect its clients, or stop you from breaching this Agreement.
19. **Collection of information** – In order to provide you with the App, NZIM Southern may collect certain information about the App's performance, your device and your use of the App. NZIM Southern may automatically upload this information from your device. This data will not personally identify you. NZIM Southern and you shall be bound by the Privacy Policy published in the App.
20. **Intellectual property** – All copyright, trademarks, designs, patents and other intellectual property rights (registered and unregistered) in and to the App (including but not limited to intellectual property rights in the App and any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the App), the accompanying printed, "online" and electronic materials (if any), and any copies of the App are owned by and shall remain vested in NZIM Southern.
21. The App is protected by copyright laws. You must treat the App like any other copyrighted material and subject to making such copies of all or any part of the App as are reasonably required for the purposes of operational use, backup and security, you may not copy the App or any part of it without NZIM Southern's prior written consent.
22. Nothing in this Agreement shall be construed as conferring you any licence or right to use any trademark, design right or copyright of NZIM Southern or any third party.
23. **Disclaimer of Warranty of the App** - You expressly acknowledge and agree that installation and use of the App is at your sole risk. The App is provided on an "as is", "with all faults" and "as available" basis without warranty of any kind.
24. **No Guarantee or warranty** – NZIM Southern does not guarantee the timeliness, completeness or performance of the App or any of the content. To the extent permitted by law, NZIM Southern excludes all warranties, express or implied, including, but not limited to, the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
25. NZIM Southern shall use reasonable efforts to include accurate and up to date information on the App, including updates for changes in the relevant legislation and relevant market derivatives. However, NZIM Southern makes no warranties or representations as to its accuracy, timeliness or completeness.
26. Notwithstanding NZIM Southern's efforts to ensure that App is secure, you acknowledge that all electronic data transfers are potentially susceptible to interception by others. NZIM Southern cannot and do not, warrant that data transfers pursuant to the App, or electronic mail transmitted to and from us, will not be monitored or read by others.
27. The information provided on the App is for general guidance only and does not constitute legal or professional advice on any matter. You must make your own assessment of the suitability and appropriateness of the information or services described for their particular use and conditions and seek specific professional advice.
28. The App may contain links to other websites (**Third-Party Websites**) as well as articles, photographs, text, graphics, information, applications, software and other content or items belonging to or originating from third parties (**Third-Party Content**). Such Third-Party Websites and Third-Party Content are not investigated, monitored or checked for an accuracy or completeness by NZIM Southern and you agree to use these at your sole risk. NZIM Southern is not responsible for any Third-Party Websites accessed through the App or any Third-Party Content posted on, or available through the App. To the fullest extent permitted by law, NZIM Southern disclaims any and all liability in respect of use of any Third-Party Websites and Third-Party Content.
29. **Further disclaimer** – NZIM Southern does not warrant that the functions contained in the App will meet your requirements, or that the operation of the App will be always accessible, timely, secure, uninterrupted or error-free, or that defects in the App will be corrected or that the App is free of computer viruses or bugs. Furthermore, NZIM Southern does not warrant or make any representations regarding the use or the results of the use of the App or related documentation in terms of their correctness, accuracy, reliability, or otherwise. No oral or written information or advice given by NZIM Southern or an authorised representative of NZIM Southern shall create a warranty or in any way increase the scope of this warranty. Should the App prove defective, you (and not NZIM Southern or an authorised representative of NZIM Southern) will assume the entire cost of all necessary servicing repair or correction. The entire risk arising out of use or performance of the App remains with you.
30. **Limitation of liability** - Under no circumstances, including negligence, shall NZIM Southern or its suppliers be liable for any incidental, special, indirect or consequential damages (including, without limitation, damages for loss of goodwill, business opportunity, business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of or relating to this Agreement, even if NZIM Southern has been advised of the possibility of such damages. In no event shall NZIM Southern's total liability to you for all damages exceed the amount paid for the App. The entire risk arising out of use or performance of the App remains with you.

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31. **Consumer Guarantees Act excluded** - If the Consumer Guarantees Act 1993 (**Act**) would otherwise apply to your use of the App and you are accessing or otherwise using the App for business purposes (or holding yourself out as accessing or otherwise using it for business purposes), you agree that the provisions of that Act will not apply, to the extent contracting out is permitted by that Act.
32. **Governing law** – This Agreement will be governed by and construed according to the laws of New Zealand law and you irrevocably submit to the exclusive jurisdiction of the courts of New Zealand.