

TERMS OF USE FOR THIS WEBSITE

These are the terms and conditions of **New Zealand Findings 2022 Limited** trading as **New Zealand Jewellery Findings**, (“**We**”, “**Us**”, “**Our**”) on Our Website located at: www.nzfindings.co.nz . This Website is owned and operated by Us (“**Website**”) and these terms and conditions shall also incorporate Our General Terms and Conditions, disclaimers, and Our Privacy and Returns Policies, all of which can be found on Our Website.

These terms and conditions constitute a legally binding agreement made between You, whether personally or on behalf of an entity (“**You**”) and Us, concerning Your access to and use of **New Zealand Jewellery Findings’** Website, as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “**Website**”), for the sole purpose of Our supply of Products or Services (**personal use only**) unless it is agreed between You and Us that this Agreement is subject to a commercial transaction.

You agree by accessing and/or using Our Website or any other option as stated above, You have, read, accepted and agreed to be bound by these terms and conditions.

Please read these terms and conditions carefully, if You do not agree with these terms and conditions, You must discontinue using Our Website immediately.

Furthermore, You accept and agree to the following:

Licence to Use Our Website

We grant You a non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use Our Website in accordance with these terms and conditions. All other uses are prohibited without Our prior written consent.

Once You access Our Website and open an account (if applicable), it is Your responsibility for maintaining the confidentiality of Your password for Your account and for preventing unauthorised access to Your account. You agree and accept responsibility for all matters that occur under Your account or password. It is important that Your password is kept confidential and secure. If You believe for any reason that Your password has been compromised in that it may be known to another party, or if the password is being, or is likely to be, used in an unauthorised manner, You should inform Us immediately.

We further recommend as added protection of Your account and password details from any unauthorised access, that You log out each time You finish using the Website.

You must not do, or attempt to do, anything that is;

- a) Unlawful under New Zealand law or any other laws that may apply (ie. EU Laws); and
- b) Which might bring Us or Our Website into disrepute including (without limitation):
 - i) Anything that would constitute a breach of an individual’s privacy (including uploading private or personal information without an individual’s consent) or any other legal rights;
 - ii) Using Our Website to defame, harass, threaten, menace or offend any person;
 - iii) Interfering with any user using Our Website;
 - iv) Tampering with or modifying Our Website, knowingly transmitting viruses or other disabling features, or damaging or interfering with Our Website, including (without limitation) using trojan horses, viruses or piracy or programming routines that may damage or interfere with Our Website;
 - v) Using Our Website to send unsolicited email messages; or
 - vi) Facilitating or assisting a third party to do any of the above act.

Age Restriction

To place an order with Us You must be at least 18 years of age, that You have the power to enter into this Agreement and the terms and conditions shall be deemed to be accepted by You by electronic acceptance via this Website once an order has been placed and confirmed by Us. We **do not** knowingly accept orders from anyone under the age of 18.

If We suffer any loss or damage because of a transaction completed by a person under the age of 18, We reserve the right to seek compensation for such loss or damage from the parents or guardians of the person/minor who placed the order/s with Us.

Information displayed on Website

We endeavour to always display correct information, however, any errors, inaccuracies or omissions pertaining to the descriptions of Products or Services, photos, typographical errors, pricing errors or any other type of error is unintentional and subject to correction. We reserve the right to refuse any order for any reason.

If You require further information or think the information displayed is incorrect in any way, please contact us using the contact details on this Website.

Product Range and Availability

All efforts will be made to fulfil any order placed with Us, however, We accept no responsibility or liability should We be unable to supply the Products ordered for any reason.

Order/s may be placed with Us:

- a) In person with one of Our Sales Representatives; or
- b) Telephone, email and/or via this Website.

All orders must specify Your:

- a) Name;
- b) Delivery address;
- c) Contact phone number and email address;
- d) The applicable Product reference number;
- e) The required quantity and size.

Your order will be verified and confirmed by written notice and/or verbal confirmation (providing stock is available). No order will be binding on Us until its acceptance has been confirmed.

Our aim is to get Your order to You as soon as possible. If Products are in stock, they will be dispatched either the day the order is placed or the following business day. If any Products are not in stock, We will advise You of this and of the new estimated delivery date.

On-Line Ordering, Returns and Refunds

We **do not guarantee** the Website's performance with on-line ordering if:

- a) Delays occur when scheduled maintenance and/or upgrades are needed, which could result in the on-line access not being available. Whenever possible We will display advanced warning of known maintenance or delay issues on the Website; or
- b) Natural hazards in electronic transmission (i.e. volume of attempts to place an order causing the Website to crash or issues with an internet supplier), and as such We cannot warrant against errors or delays in transmitting data between You and Us in respect of Your order, and You agree that to the maximum extent permitted by law, We will not be liable for Website downtime; and
- c) Display on the Website **does not guarantee the availability** of any Products or Services, therefore, all orders placed through the Website shall be subject to confirmation of acceptance by Us.

Product returns must be sent directly to Us, in accordance with any instructions provided by Us on this Website or in accordance with either Our general terms and conditions or as per Our returns and refund policies posted on this Website. If You are required to return an item, We are responsible for paying the return shipping costs where a product is faulty. However, You may be responsible for paying the return shipping costs in other circumstances i.e. return due to a change of mind.

Any Refunds that You may be entitled to will be processed by Us in accordance with Our refund policy posted on this Website.

Delivery

Business hours are Monday - Friday, 9am - 4.30pm. We **do not** dispatch over the weekends or on Public Holidays. Any orders placed after 12pm may not be dispatched until the following business day.

Orders will be delivered to the address You provide when Your order was placed.

We have a two-week shut down over the Christmas and New Year period when **no** orders will be dispatched. We will endeavour to meet the delivery times displayed on the Website and/or given at the time You place an order. We cannot, however, be held responsible for the consequences of a late delivery or the loss of a package caused by a third-party contracted to make delivery, or by You, or because of a force majeure event.

Rural delivery incurs an additional fee and generally takes an extra 1-2 days for delivery and for international deliveries, We ship using NZ Post tracked courier service.

All parcels are tracked. We send Our orders via Signature Required Courier Post bags, and in most cases, this is an overnight delivery; however, for obvious reasons We cannot guarantee this.

If You **do not receive Your package**, We will investigate with the carrier contracted for the delivery upon receipt of Your claim due non-delivery, with respond to You, as soon as We have a reply from NZ Post. Until the investigation is completed, there will be no reimbursement or re-delivery to take place.

Payment Options

Payment for Our Products or Services is accepted by way of Bank Deposit, Poli online banking transfer, secure Stripe transaction facility, Credit Cards (Visa and Mastercard) or any other method as agreed to, by Us.

Payment will not be processed until We have received all relevant information required for processing to be completed.

Orders placed on a weekend, or a Public Holiday will not be processed for payment until the next working day and credit card payments will be processed when You checkout from the product order screen. **Please use Your Customer Account Name together with the Invoice Number as a reference when making on-line payments.** Prices displayed on this Website **DO NOT** include freight charges. Freight charges are payable in **addition to the Price** and will be shown at checkout.

All Prices displayed on this Website are exclusive of GST. We reserve the right to amend the Prices of Products shown on this Website or contained in any catalogue or brochure at any time without prior notice, as Prices are subject to exchange rate fluctuations and movements in the gold and silver market price. Actual Prices will be confirmed at the time an order is accepted.

Whilst We employ the latest in Secure Sockets Layer (SSL) technology software for transactions with Our customers, We will not be responsible for any damages, consequential losses (whether direct or indirect) suffered by You if Your credit card is fraudulently used or is used in an unauthorised manner.

Your order may be terminated, if it is learnt that You have provided false or misleading information (including but not

limited to, where You use any content on this Website, for commercial purposes, including any advertising or advertising revenue generated from activity on Your own website or any other platform, without prior arrangement), interfered with other users or the administration of Our business, or any violation of these terms and conditions.

Copyright and Trademarks Infringements

We respect the intellectual property rights of others (including the likes of Our suppliers or linked third parties), and You may not distribute, reproduce, display publish any trademark or other content from this Website for any purpose whatsoever without the prior approval being granted by Us in writing.

If You believe that any material available on or through the Website infringes upon any copyright You own or control, please immediately notify Us by filling out the form on Our “Contact Us” page or email Us directly (a “**Notification**”). A copy of Your Notification will be sent to the person who posted or stored the material addressed in the Notification.

Please be advised that pursuant to New Zealand law You may be held liable for damages if You make material misrepresentations in a Notification. Thus, if You are not sure that material located on or linked to by the Website infringes Your copyright, You should consider first contacting Your solicitor.

Failure by You to comply with any copyright or trademark conditions outlined above will result in You being liable to indemnity Us against any claims, costs, damages, or losses incurred by Us.

Third-Party Sites

Our Website may contain links to other third-party websites and information on those websites, this is available only for Your reference. This **does not represent or imply** that We endorse or approve or have an arrangement between Us and the owners of those websites. We are **not responsible and do not accept liability** for any content stated or advice given by any third parties or for any other materials, products, or services of such third parties that You obtain via access through Our Website to the third-party linked website, this will be at Your sole risk.

If You are to access a third-party website via Our link, Our recommendation is that You review carefully that third-party’s policies and practices (including terms and conditions, cookies and privacy policies) before You complete a transaction with them, to ensure You have a clear understanding of them immediately upon Your access to their website.

Amendments to Our Terms of Use

We reserve the right, at Our discretion, at any time and for any reason to make changes or modifications to these terms and conditions (including Our privacy or cookies policies), such changes will be published on Our Website.

We will alert You about any changes by updating the “**Last updated**” date of these Terms of Use, noted below, and You agree to waive any right to receive specific notice of each such change.

It is Your responsibility to periodically review these Terms of Use to stay informed of any updates. You will be subject to and will be deemed to have been made aware of, and to have accepted, the changes in any revised Terms of Use by Your continued use of the Website after the date such revised Terms of Use are posted on Our Website.

Privacy Policy

By providing Us Your Personal Information You are consenting to Our use of this Personal Information, it will only be used by Our employees within Our business who need to know such information to process Your order, it is always treated as confidential.

You do have the right to withdraw Your consent at any time upon written notice. Your Personal Information is stored, handled, processed, and shared, in accordance with the Privacy Act 2020. **Please read Our Privacy Policy on this Website** (www.nzfindings.co.nz/privacypolicy/) carefully to see how We manage all Personal Information You share with Us.

Notwithstanding, access to your Personal Information may be refused on some occasions, such as where the information relates to anticipated legal proceedings or if the request for access is frivolous or vexatious. If We deny or restrict Your access, We will write to You to let You know why, unless, having regard to the grounds for the refusal, it would be unreasonable for Us to do so. You may make a complaint about a refusal to:

- A) NZ-Office of the New Zealand Privacy Commissioner at: www.privacy.org.nz
- B) EU-European Data Protection Supervisor at: edps@edps.europa.eu

We rely on the information that We hold about You to provide Our Products and Services to You, and to perform Our business functions. Therefore, it is very important that the information We hold is accurate, complete, up to date and relevant for its intended use. This means that, from time to time, We may ask You if Your information is still accurate and up to date, which such information may be checked by way of a credit check with a credit reporting agency (if applicable) to identify its authenticity as being current and up to date. If You find that any information that We hold about You is incorrect, You should contact Us immediately and We will take reasonable steps to correct it.

Any Personal Information collected and used when making a transaction through this Website, shall pass through Our secure server using SSL (secure sockets layer) encryption technology. This encryption process ensures that Your Personal Information cannot be read by or modified by any other third party.

Limitation of Liability

To the maximum extent permitted by law, We are **not responsible for**:

- a) All warranties, representations and guarantees (whether express, implied, or statutory) are excluded, including without limitation, the suitability, accuracy or comprehensiveness of Our Services or this Website or its content or anything accessed through it; and
- b) Any loss, damage, or expense, howsoever, arising, whether direct or indirect and/or whether present, unascertained, future, or contingent (Liability) suffered by You or any third-party, arising from or in connection with Your use of Our Website; and
- c) Advertised Products with reference to photograph(s), We will endeavour to deliver the corresponding Products, however We **do not warrant** that the Products We deliver to You will be identical to those displayed in the photograph(s) on the Website as images used may not always reflect the true colour due to the age and settings of Your monitor or pixels in such images, queries regarding specific colour should be directed to Us prior to Your purchase. Our contact details are noted below; and
- d) The content and/or any inaccessibility of interruption to, or outage of Our Website; and
- e) Any loss or corruption of data and/or the fact that the content is incorrect, incomplete, or out-of-date; and
- f) Our liability for any claim, damages, loss, or expense related to the supply by use of Our Products or Services is limited to the cost paid by You for Our Products or Services.

Mailing Lists

At the time of registering your interest in Our Products or Services displayed on Our Website by seeking a response by Us to You using Your email address, it is likely that You will be automatically added to Our email mailing list. You may request at any time to be removed from this mailing list and We will comply with Your request as quickly as possible, if there is no unsubscribe button provided on the email, please contact Us with Your request using the contact details provided on this Website.

Queries and Notices

Queries or concerns with the performance of this Website, Our Products or Services, or the way in which We may have handled Your Personal Information, please send your query or complaint to Our Privacy Officer via Our contact details for this party detailed below.

EEA Residents

Privacy laws extend and include the European Union (where applicable), requiring that We comply with the EU data protection legislation, if You place an order from this Website and are a resident in the EU region. Our Data Protection Officer can be contacted by post or via email from this Website or alternatively, You have the right to complain to the data protection authorities in the EEA - contact details are:

http://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm

Privacy Officer: Our Data Protection Officer (DPO) is _____ and the party responsible for Your Personal Information

New Zealand and Non-EEA Residents:

Contact Details:

>Insert Client Name<

Privacy Officer

Postal Address:

100A Park Road

KatiKati 3129

BAY OF PLENTY

Email: info@nzfindings.co.nz

Cookies

When You use this Website, You may find that We have cookies operating to record certain information stored on your hard drive. cookies are **alpha numeric identifiers** which are transferred to Your computer's hard drive through Your web browser and IP Address, this enables Us to recognise You whenever You access the Website (cookies can track all traffic use on the Website) and with the use of such cookies, they contribute to personalising Your access of, and use of, the Website or Our Products or Services.

A cookie does not identify You personally, but it does identify Your computer. You do have the choice to turn off acceptance of cookies, the help portion of Your browser's toolbar should tell You how to prevent Your web browser from accepting new cookies, how to have the browser notify You when You receive a new cookie, or how to disable cookies altogether. However, You do need to realise that if You do not allow the use of cookies or do not wish to provide certain information to Us, You **may not be able** to take full advantage of the Website and Our Products or Services.

Termination of Use

These terms and conditions are effective until terminated by Us, which We may do at any time and without notice to You. In the event of termination, all restrictions imposed on You by these terms and limitations of liability set out in these terms and conditions will survive.

Severance

If a provision of this Terms of Use is held to be void, invalid, illegal, or unenforceable, that provision must be read down as narrowly as necessary to allow it to be valid or enforceable. If it is not possible to read down a provision (in whole or in part), that provision (or that part of that provision) is severed from these terms and conditions without affecting the validity or enforceability of the remainder of that provision or the other provisions in these terms.

Compliance with Laws

You agree to ensure Your conduct and use of this Website always complies with all applicable laws and regulations, including but not limited to, the New Zealand Privacy Act 2020 and European Union Data Privacy Laws, including the General Data Protection Regulations "GDPR" (collectively, "EU Data Privacy Laws") where applicable, and

notwithstanding the Consumer Guarantees Act 1993, Fair Trading Act 1986, or any other subsequent amendments or new legislation applicable.

The information provided on the Website is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Us to any registration requirement within such jurisdiction or country.

Governing Law

If You are acquiring Products for the purposes of a trade or business, You acknowledge that the provisions of the Consumer Guarantees Act 1993 ("CGA") does not apply to the supply of Products by Us to You.

The legality, construction and performance of this Agreement and this Website are subject to the laws of New Zealand. You agree that any dispute arising from the Agreement between the two parties that cannot reasonably be resolved by mediation shall then be litigated only, by the jurisdiction of the Courts of New Zealand and any Courts entitled to hear appeals from those Courts and You waive any rights to object to proceedings being brought in those Courts.

Accordingly, those persons who choose to access the Website from other locations do so on their own initiative and are solely responsible for compliance with local laws of that jurisdiction, if and to the extent local laws are applicable.

Definitions and Interpretation

"Agreement" means the terms and conditions contained in this Terms of Service, together with any quotation, sales order, invoice, or any additional schedules, annexures, or any other document or amendment expressed to be supplemental to this Agreement for the supply of Services.

"Confidential Information" means any information of a confidential nature whether provided verbally, written hardcopy or in electronic form including, but not limited to, this Agreement, intellectual property, promotional information, know-how, trade secrets, Our information with brochure content and product pricing.

"Personal Information" means information about an identifiable individual by ways of their name, address, D.O.B., occupation, driver's license details, electronic contact type details, such as, email, IP Address, Facebook, or Twitter, or next of kin and any other contact information (if applicable) and were deemed relevant shall include any previous credit applications or credit history details. By the nature of such information, it shall always be considered, Confidential Information.

"Price" means the price payable (excluding any Goods and Services Tax (GST) where applicable) for the Services, as agreed between Us and You and shall be in New Zealand Dollars (\$NZ), unless otherwise specified.

"Services" shall mean all Services supplied by Us to You (including, advice and recommendations and where the context so permits shall include the supply of products **"Products"** that are to be, or are, part of the Services). Details of all Services and/or Products to be provided by Us to You will be expressed, accordingly on the invoices, quotations, or any other documentation relevant to the Services.

"You", "Your" or "Yourself" means any person/s (end user) being of the legal age of eighteen (18).

"We, "Us", "Our" or "Ourselves" means **New Zealand Findings 2022 Limited** trading as **New Zealand Jewellery Findings**, its successors, and assigns.

Terms of Use last updated: 18/10/22