

TERMS AND CONDITIONS - THE MYREBUILD CALCULATOR

ABOUT THESE TERMS

- A. Please read these Terms carefully. These Terms are made between Valocity Limited ("Valocity", "we", "our" or "us") and the user of The myrebuild calculator ("you" or "your").
- B. By accessing The myrebuild calculator (the "Website"), subscribing for Services and/or using the calculator you agree to be bound by these Terms.
- C. You will be bound by these Terms from the point in time at which you first access the Website and the Terms apply whether you access the Website as a guest or as a registered user.
- D. If you do not accept these Terms then you should not access the Website or order any Services.
- E. You may not assign or transfer your rights or obligations under these Terms to any person unless we expressly consent to that assignment or transfer in writing.
- F. We may change or update these Terms from time to time by posting notice of the change/update on the Website not less than 14 days before it takes effect. If you continue to use the Website after the update/change takes effect then that use constitutes acceptance by you of the change/update. If you do not accept any updated/changed Terms then you must cease all use of the Website.

1. Definitions and Interpretation

1.1 **Definitions:** In these Terms, unless the context otherwise requires:

"Calculator" means the Valocity reinstatement insurance calculator available on the Website.

"Contract" means a contract formed in accordance with clause 3.1, which contract incorporates these Terms.

"Data" means all data provided by us which may extend to but not be limited to ownership, official sales, recent sales, titles, geospatial imagery, addresses, risk, property attributes (including area and number of bedrooms and bathrooms), listings and other documents and information.

"Estimate" means an estimate of the reinstatement insurance costs as calculated via the calculator.

"Estimated Services" means the services provided by Valocity in connection with your use of the calculator and the calculation of estimates.

"Fee" means the fees for the Reports, as set out on the Website (as may be updated by us from time to time). [Note that no fees are payable in relation to your use of the calculator]

"Force Majeure Event" means anything outside our or your reasonable control, including acts of God, strikes, acts or omissions (including laws, regulations, disapprovals or failures to approve of any Governmental Agency) and includes, without limitation:

- (a) An unavoidable accident, explosion or public mains electrical supply failure;
- (b) Sabotage, riot, civil disturbance, insurrection, epidemic, national emergency (whether in fact or law) or act of war (whether declared or not); or
- (c) Any requirement or restriction of, or failure to act by, any Governmental Agency.

"Governmental Agency" includes any state or government and any governmental, local governmental, semi-governmental, judicial, statutory or regulatory entity, authority, body or agency or any person charged with the administration of any laws or regulations.

"Intellectual Property" means all trade secrets, technical data, proprietary data, technical analyses, algorithms, pricing information, computer programmes, software (including source and/or object code), know-how, research records, market surveys, market analyses, customer and supplier lists and similar data, competitor information and all derivations, developments or representations of such material, including without limitation, know-how in the form of designs, design rights, copyright and similar intellectual property rights.

"Licensed Data" means the data owned by us or one or more of our Related Companies, or data owned by any other Supplier as applicable, and all Intellectual Property therein, to the extent that the same is provided or made available by us to you under these Terms (whether in a Report or otherwise) or through your use of the Website.

"Loss" means, in relation to any person, any damage, loss, cost, expense (including legal expenses on a full indemnity basis) or liability incurred by the person, however arising and whether present or future, fixed or unascertained, actual or contingent.

"Privacy Act" means the Privacy Act 1993.

"Purpose" means:

- (a) Any lawful internal purpose of yours in New Zealand; or
- (b) Any other purposes expressly specified by us or a Service Provider with respect to a Report,

as the case may be.

"Related Company" means:

- (a) A "related company" as defined in section 2(3) of the Companies Act 1993; and
- (b) Any company (first company) which is related to another company (second company) by virtue of the fact that more than half of the issued shares in the first company and the second company are owned directly or indirectly by the same person or group of persons (including, without limitation, trustees of a trust).

"Report" means either a myrebuild Report or Third Party Report:

- (a) That is loaded onto the Website or emailed to you;
- (b) That is prepared in accordance with a Request and these Terms; and
- (c) That may be either a template or PDF report.

"Request" means a request made by you through the Website for myrebuild Services or Third Party Services.

"Service Provider" means us or the provider of the Third Party Services, as applicable.

"Services" means the myrebuild Services, Third Party Services or Estimate Services.

"Suppliers" means the owners or licensors of the Licensed Data that we (or one of our Related Companies) have an agreement with to supply the Licensed Data.

and **"Supplier"** means any one of them.

"Terms" means these terms and conditions (including each of the schedules), as the same may be amended from time to time as set out in these terms and conditions.

"Third Party Material" means any data, information, materials or documentation owned by a third party that is included, embodied in or attached to a Report.

"Third Party Reports" means the written reports listed in Part 2 of Schedule 1 under the section "Third Party Reports and Services", and such other reports added to that section from time to time by us by notice on the Website.

"Third Party Services" means the services listed in Part 2 of Schedule 1 under the section "Third Party Reports and Services", and such other services added to that section from time to time by us by notice on the Website. For the avoidance of doubt, Third Party Services includes the provision of each Third Party Report.

1.2 **Interpretation:** In these Terms, except where the context otherwise requires:

- (a) The singular includes the plural and vice versa, a gender includes other genders, and another grammatical form of a defined word has a corresponding meaning;
- (b) A reference to a clause, paragraph or schedule is to a clause or paragraph of, or schedule to, these Terms, and a reference to these Terms includes any schedule;
- (c) A reference to a party includes the party's executors, administrators, successors and permitted assigns and substitutes, and a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (d) Headings are for ease of reference only and do not affect interpretation.

2. Access to the Website

2.1 **Access:** Subject to these Terms, we will grant you access to the Website for:

- (a) The purpose of making a Request and obtaining a Report;
- (b) The purpose of accessing information about a property; and
- (c) Any other purpose approved by us in writing.

We grant to you a non-exclusive, non-transferable licence to use the Website solely for the purposes set out in this clause 2.1.

- 2.2 **No rights:** Nothing in these Terms transfers or creates any rights or interest in favour of you in the Website. All intellectual property rights in the Website, or any of the displays, outputs, visual representations or data on the Website shall remain our (or our applicable licensors) exclusive property at all times.
- 2.3 **Use of content:** No information accessed through or received from the Website may be used, reproduced, distributed, transmitted, published, copied, transferred or commercially exploited by you in any way that would constitute an infringement of any copyright, patent, trade mark, design or other intellectual property right. The information or details of the Reports, access, outputs or pricing may not be shared with any competitor of ours.
- 2.4 **Restrictions:** You shall:
- (a) Access and use the Website only in accordance with these Terms;
 - (b) Not grant any form of licence (without our prior written consent, which we may withhold in our absolute discretion) or purport to sell, rent, lease or otherwise transfer any rights in the Website for any purpose;
 - (c) Access and use the Website only for the purposes set out in clause 2.1;
 - (d) Use your best endeavours to procure that no person under your control takes any action likely to adversely affect the operation of the Website;
 - (e) Not amend, or attempt to amend, any software, information or settings on the Website;
 - (f) Not share any reports, log in or outputs with any competitor of ours;
 - (g) Not decompile, disassemble or otherwise reverse engineer all or any portion of the information or Website, including any source code, object code, algorithms, methods or techniques used or embodied therein;
 - (h) Not data mine, scrape, crawl, create links back to, harvest or use any process or processes that send automated queries to the Website;
 - (i) Not modify or create any derivative works based upon any information provided through the Website or make any copies of the Reports;
 - (j) Not remove or alter any copyright, trademark, logo or other proprietary notice or label appearing in or on any Report or in or on the information obtained through the Website; and
 - (k) Not incorporate any of the information obtained through the Website on to any other materials, products or services.
- 2.5 **Acknowledgments:** You expressly acknowledge that:
- (a) The Website is provided on an 'as-is' basis and, without limitation, we make no representations about the compatibility of the Website with your software, procedures or practices, and take no responsibility for the same.
 - (b) You are responsible for providing internet connectivity necessary to access the Website. We are not responsible for providing hardware necessary to access the Website or send or receive communications to or from the Website.
 - (c) We cannot and do not guarantee that access to the Website will be uninterrupted or that it will be malware-free.
 - (d) We cannot and do not guarantee that the Website or the Services will be error-free or that they will meet your requirements.
 - (e) We will implement reasonable security measures (including industry-standard security systems), but we are not responsible for, take no responsibility for and to the maximum extent permissible by law exclude all liability for:
 - (i) Loss or damage sustained by you as a result of unauthorised access to the Website; or
 - (ii) Any disclosure, loss or corruption of data contained on the Website.
 - (f) We give no warranty with respect to the performance of the Website or with respect to the accuracy or completeness of any information provided on the Website or the security of transmission of such information via the Website.
- 2.6 **Instructions:** You shall follow all reasonable instructions we give from time to time with regard to the use of the Website.
- 2.7 **Website Availability:** We may suspend all or any access to the Website at any time including:
- (a) For such time as is necessary to carry out maintenance determined by us to be necessary;
 - (b) To reduce disruption to the orderly and proper functioning of the Website or our systems;
- (c) As required on account of any order or direction from any Governmental Agency, court or other authority.
- 3. Licensed Data**
- 3.1 **License and Terms of Use:** To the extent that you are provided with Licensed Data as part of the Services or Reports, we grant to you a non-exclusive, non-transferable licence to use the Licensed Data solely for the Purpose. In consideration for such licence, you also agree to comply with the terms of use set out in Schedule 4 as the same may be updated from time to time by us and notified to you in writing. You agree not to further disseminate any Report or Data or information gained from this Website (whether for commercial gain or otherwise) and agree not to publish all or any part of and Report, Data or other such information (in any form and/or via any medium) without our express written consent.
- 4. Calculator and Estimates**
- 4.1 **Background:** The calculator is a reinstatement insurance calculator which provides estimates as to the likely reinstatement amount for a property (including allowances for demolition and site clearance, etc.) based on information made available to Valocity by various third party sources and/or provided to Valocity by you ("**Relevant Data**").
- 4.2 **Disclaimer:** The calculator produces estimates by analysing the Relevant Data against construction industry data available to Valocity on the date on which the Estimate is produced ("**Industry Data**"). Valocity does not guarantee the accuracy of any data used in the calculation of estimates. Further, the data used by the calculator may not accurately record specific details relating to your property, or may be outdated, incomplete or otherwise inaccurate. As a result, the calculator is not intended to replace or replicate a professional valuation or quantity surveyor assessment, and is not a recommendation and does not constitute personalised financial advice. By using the calculator, you acknowledge and agree that you are solely responsible for considering the Estimate in light of your knowledge of the subject property, and for determining whether that Estimate is appropriate based on that knowledge. You acknowledge and agree that, should you have any questions or concerns in relation to an Estimate, you are solely responsible for seeking specific advice from a duly qualified professional (such as a valuer or quantity surveyor).
- 4.3 **Pre-populated Information:** At the time you submit a request for an Estimate, certain details relating to your property may be pre-populated by the calculator ("**Pre-populated Information**"). You acknowledge and agree that you are solely responsible for confirming the accuracy of any Pre-populated Information. Where Pre-populated Information is not amended or updated by you, the Estimate will be produced on the basis and assumption that you have reviewed and confirm that the Pre-populated Information is accurate. Valocity takes no responsibility for, and is not liable for, any inaccuracies with any Estimate that arise as a result of a failure by you to correct inaccurate Pre-populated Information.
- 4.4 **Industry Data:** While Valocity uses commercially reasonable endeavours to ensure the Industry Data is up to date, regular variations in construction costs mean the Industry Data may be outdated as at the date you request an Estimate. By using the calculator, you acknowledge and agree that:
- (a) the Estimate may be or may become inaccurate or out of date at any time;
 - (b) Estimates are produced based on Industry Data available in the relevant region, and may therefore be less accurate in regions where less construction data is available to Valocity, or where the information is of a lower quality in nature.
- 4.5 **Further Acknowledgements:** In addition to the acknowledgements given in clause 4.2, 4.4 and 4.5 above, you further acknowledge and agree that:
- (a) Estimates are generated without a physical inspection of the subject property, and without taking into account or making any allowance for:
 - (i) Any details relating to the property and/or property features beyond those notified to Valocity by you;
 - (ii) The location of the property, or any applicable local laws (including local planning requirements), except where expressly identified;
 - (iii) Variations in construction costs which arise as a result of any specific requirements as to materials used, or the complexity of the replacement work required;
 - (iv) Variations in market conditions based on time or location, or general variations to the construction industry as a whole;
 - (v) Fluctuations in construction and/or materials costs or costing information;

- (vi) Any requirements relating to statutory consents, including costs associated with obtaining resource and building consents;
- (vii) Any engineering costs or other design requirements associated with the improvement or replacement; or
- (viii) Ancillary costs which may be related with, but are not directly associated with, the reinstatement work (including but not limited to, rental costs and the costs of rectifying damage caused during any demolition work done as a part of the reinstatement).
- (b) The calculator does not make any allowances for any particular insurance policy conditions or tolerances that may be contained in insurance policy(s) relating to the subject property (either in existence now, or obtained in the future).
- (c) It is not or may not be appropriate to use the calculator in relation to properties located in areas heightened natural hazards such as earth quake or flood zones. For such properties, a specific estimate, together with specific engineering advice, should be sought from a duly qualified professional (such as a valuer or quantity surveyor).
- 4.7 Warranties and Liability:**
- (a) Valocity does not warrant the accuracy, currency or completeness of any Estimate.
- (b) To the fullest extent permitted by law, Valocity excludes all loss or damage howsoever arising (including through negligence) in connection with any Estimate. Valocity accepts no liability for the accuracy of, your reliance on, or your use of the calculator.
- (c) Valocity does not accept any responsibility for the data provided by you when using, or the third party data that is incorporated into or used by, the calculator.
- (d) For the avoidance of any doubt, clause 6 will apply in relation to Valocity's liability in respect of your use of the calculator and the estimates produced by it.
- 4.8 Permitted Purpose:** You will only use the calculator and the estimates produced by it for your own personal use (and not for any commercial gain or benefit).
- 4.9 Security:** When you submit personal information including credit or debit card details, a secure server is used. We protect your information during transmission by using the Secure Sockets Layer (SSL) protocol, which encrypts your information when transmitted over the internet. You can check that the SSL is active by looking for the padlock symbol on many browsers. We will take reasonable steps to protect the information for misuse and loss from unauthorised access, modification or disclosure.
- 4.10 Commencement of Services:** You acknowledge and agree that we may withhold notifying the Service Provider to commence performing the relevant Services, or providing you with the relevant Reports, and the Service Provider is not required to commence the relevant Services, until we have received confirmation of payment of the applicable Fees in full.
- 5. Intellectual Property rights**
- 5.1 System and Data:** You acknowledge and agree that:
- (a) We and/or one or more of our licensors owns the Website, and that all Intellectual Property rights in the Website (whether current or future) are vested in us and/or one or more of our applicable licensors;
- (b) We and/or one or more of our licensors owns the Data, and that all Intellectual Property rights in the Data (whether current or future) vests in us and/or our applicable licensor(s) upon its creation;
- (c) You shall not use, reproduce, create derivative works, copy or commercially exploit any part, aspect or functionality of the Website or any Data without our prior written consent;
- (d) You shall not assert any ownership or other rights in respect of any Reports, Data or information contained on or made available through the Website.
- 5.2 Service Provider Data/Third Party Material:** We will use our reasonable endeavours to procure that the Service Provider:
- (a) Warrants and represents in favour of us that the Service Provider owns or has adequately licensed the Data; and
- (b) Must obtain all necessary copyright and other Intellectual Property permissions before including any Third Party Material in a Report or using Third Party Material as part of the Services.
- 6. Liability**
- 6.1 Consumer Guarantees Act:** Except where you acquire any Reports or Services "in trade" (as defined in the Consumer Guarantees Act 1993 ("CGA")), nothing in these Terms is intended to limit or reduce your rights against us under the CGA. If you are a consumer (as defined in the CGA) you are entitled to the guarantees afforded to consumers under the CGA. If we breach any of these guarantees your rights of redress against us are set out in the CGA. If you are acquiring any Services or Reports "in trade" (as defined in the CGA) you agree that the provisions of the CGA shall not apply. Except for any guarantees which apply under the CGA, you acknowledge and agree that we do not provide any warranties or guarantees (express or implied) with respect to the Services or Reports other than those expressly set out in these Terms.
- 6.2 Warranty Exclusions:** Except for any guarantees that apply under the CGA and which cannot be contracted out of:
- (a) To the extent that the Services or Reports contain any Third Party Material, we provide no warranty or guarantee (express or implied) that the Third Party Material will be complete, accurate, free of errors, omissions and defects, current, not misleading or fit for purpose;
- (b) We provide no warranties or guarantees (express or implied) with respect to any Third Party Reports or Third Party Services and expressly exclude all liability with respect to the same.
- You acknowledge and agree that all Reports and Services are subject to the express disclaimers set out in Schedule 2 to these Terms.
- 6.3 Our liability to you:** If the Website, Services or Reports supplied by us do not comply with these Terms or any other requirements stated on the Website then we will (within a reasonable period of time) either:
- (a) Re-supply the relevant Service or Report to you; or
- (b) Refund to you any Fees that you paid to us in respect of the relevant Service or Report.
- This shall be your sole remedy in respect of any defect or non-compliance of the relevant Report or Service provided to you by us.
- 6.4 Consequential Loss:** Under no circumstances will either you, us or any Supplier be liable for:
- (a) Any loss of profits or loss of revenues, loss resulting from business interruption or loss of data (in each case whether direct or indirect); or
- (b) Any indirect, special, punitive, exemplary or consequential loss or damage whatsoever,
- relating to (or arising from) the Services or Reports or use or reliance thereon, or arising out of any Contract, whether that liability arises in contract, tort, equity, under statute or otherwise and whether or not you, us or the Supplier (as applicable) had been advised or should have known about the possibility of such loss. Nothing in this clause 6.4 applies to limit your liability with respect to any unauthorised use of our Intellectual Property or any breach by you of clauses 5.1 or **Error! Reference source not found.**
- 6.5 Your liability to us:** You agree to reimburse us for any Loss that we or any of our Related Companies (or any of our or their respective employees, officers or directors) suffer or incur as a direct result of your negligence or your failure to comply with these Terms or any applicable law.
- 6.6 Suppliers' Liability:** To the maximum extent permitted by law, neither the Suppliers nor any of their respective directors, officers, employees, agents or their councillors shall be liable for any loss, injury damage or expense suffered by you arising from the Licensed Data and/or supply, delivery, access and/or lack of supply, delivery or access to the Licensed Data, whether under contract, tort (including negligence), equity, under the Consumer Guarantees Act 1993, or otherwise.
- 7. Termination of Access to Website**
- 7.1 Termination of Access:**
- (a) We may terminate your access to the Website and/or registration (if applicable), or any part of the Services, at any time if you breach any provision of these Terms or you fail to comply with any other policy, procedure or direction notified by us to you with respect to the access to and use of the Website.
- (b) You may, at any time and for any reason, on notice to us, terminate your registration on the Website.
- 7.2 Effect:** Termination of your access to the Website under clause 7.1 will not terminate any active Requests which will remain in full force and effect.
- 7.3 Accrued rights and remedies:** Termination of your access to the Website does not affect any accrued rights or remedies under these Terms and under any Contract. In addition to the foregoing, you will remain bound by these Terms with respect to any Services or Reports provided by us to you prior to termination under clause 7.1.
- 8. Force Majeure**
- 8.1 Force Majeure Event:** Neither you nor we will be liable to the other for any failure to comply with any of your or our obligations under these Terms

or with respect to a Contract to the extent that such failure is caused by a Force Majeure Event.

9. Notices

9.1 Your address for notices is the email address (and, if applicable, physical address) that you provide to us when you register on the Website or any such updated email address/address details that you may notify to us in writing from time to time.

9.2 Our address for notices is myrebuild Customer Relations, Valocity Limited, PO Box 68-093, Newton 1145, Auckland or email help@TheMyrebuildcalculator.

10. Miscellaneous

10.1 **Survival:** Any indemnity or any obligation of confidence under these Terms is independent and survives without limit in time. Any other clause of these Terms which by its nature is intended to survive any termination of access to the Website under clause 7.1 will survive such termination.

10.2 **Governing Law:** These Terms are governed by the laws of New Zealand and each of you and us submit to the non-exclusive jurisdiction of the

courts of New Zealand with respect to these Terms and all aspects of the use and operation of the Website.

10.3 **Privity of Contract:** For the purposes of Part 2 of the Contract and Commercial Law Act 2015, each Supplier is entitled to enforce against you each provision of these Terms which confer a benefit upon that Supplier.

10.4 **Privacy Policy:** Nothing in these Terms or a Contract derogates from any obligation which either you or us may have under the Privacy Act, in relation to the protection of personal information or otherwise. Each of us is responsible for ensuring that all personal information is used within the requirements of the Privacy Act. For further details on privacy, please read our Privacy Policy which is available for viewing on the Website.

10.5 **Consent to commercial electronic messages:** By ticking "yes" to the email newsletter/communications box on the Website, you consent to receive commercial electronic messages marketing our goods and services and new products. You also consent to receiving electronic messages containing updated information in relation to the Website and the Services as well as other information of related interest.

SCHEDULE 2

DISCLAIMERS

Disclaimers

1.1 Each Report is subject to the following disclaimers:

General Disclaimers

(a) We will use commercially reasonable efforts to ensure that the Services are accessible in accordance with these Terms but neither we nor (where applicable) any Third Party Supplier guarantees that:

- (i) All Data will be accurate in every respect;
- (ii) The statistical methods and assumptions on which the Services are based and provided will be fit for purpose; or
- (iii) The Services and Reports will not be affected by input errors, double entries or incorrect or outdated data supplied by Third Party Suppliers.

Property Information

(a) The property information contained within the Report is not intended or designed to replace a full market valuation. If you need a property valuation for lending, tax or other purposes then you should seek a full market valuation from a registered valuer.

(b) The information supplied by Valocity as part of the Services:

- (i) Is not a certified copy of any district valuation roll entry;
- (ii) Is drawn from third party sources which are independent of and outside the control of Valocity;
- (iii) Is not warranted for lending purposes; and
- (iv) Is not a registered valuer's report for the purposes of the Trustee Act 1956.

Map

- (c) A map showing property boundaries is indicative only and may not be complete or accurate.
- (d) A map that is produced is not intended or designed to replace the certificate of title or land survey information. If you need a certificate of title or land survey information for any purpose then you can order these from the Website.

SCHEDULE 3

WARRANTIES

Our Warranties

- 1.1 **Our obligations:** We will use our commercially reasonable endeavours to perform all myrebuild services in accordance with:
- (a) Relevant industry practice;
 - (b) The requirements of the Website;
 - (c) All Laws affecting the myrebuild Services; and
 - (d) The terms of the relevant Contract.
- 1.2 **Our warranties:** We warrant to you that:
- (a) We have the necessary expertise, experience, capacity and facilities required to perform our obligations under each Contract;
 - (b) We will at all times act honestly and without negligence or misconduct in the performance of the Valocity Services;
 - (c) We have all licences necessary to perform the Valocity Services and each Contract;
 - (d) The myrebuild Services will be rendered with due care and skill;
 - (e) In performing the myrebuild Services, we will not breach an obligation owed to another person, or infringe any Intellectual Property of another person;
 - (f) All works created by us and all Intellectual Property rights in such works will be owned or adequately licensed by us.

SCHEDULE 4

FURTHER TERMS OF USE

1.1 You acknowledge and agree that:

- (a) All right, title and interest in the Licensed Data is the sole property of us and the Suppliers (as relevant) and you will not, at any time, in any way question or dispute the ownership by us and the Suppliers (as relevant) of the Licensed Data or anything derived from the Licensed Data;
- (b) Any modification, adaptation or alteration of the Licensed Data remains the property of us and the Suppliers (as relevant) in all respects, whether modified by you or any other party and whether or not such modification, adaptation or alteration is authorised pursuant to these Terms;
- (c) You will not at any time do or suffer to be done any act or thing which may in any way impair the rights of us and the Suppliers (as relevant) in the Licensed Data, nor will you contest or challenge the validity of the whole or any part of the Licensed Data;
- (d) You shall have no ownership or proprietary rights to the Licensed Data.
- (e) You shall not sub-license or otherwise provide the Licensed Data to any person (other than employees) (but may include the Licensed Data in a written report created by Valocity so long as it contains less than 10 records);
- (f) You shall not data mine, decompile, disassemble or otherwise reverse engineer any portion of the Licensed Data (including any source code, object code, algorithms, methods or techniques contained within the Licensed Data), whether by scraping, harvesting or some other means;
- (g) You shall use reasonable endeavours to ensure the Licensed Data is protected at all times from unauthorised use or access by third parties;
- (h) To the fullest extent permitted by law, all warranties (including any implied warranties of merchantability or fitness for purpose) with respect to the Licensed Data (whether express or implied) are excluded. Without limiting the foregoing, you acknowledge and agree that the Licensed Data is licensed to you on an 'as is' basis and that neither the Suppliers (as relevant) nor us warrant that the Licensed Data is free from errors or omissions;
- (i) The provision of the Licensed Data may be interrupted or terminated from time to time;
- (j) The Licensed Data may contain data and information that is sourced from councils, regional councils and other local authorities' bodies;
- (k) You shall not remove any proprietary notices incorporated in or on the Licensed Data.