

Jacqui Williams – Website Terms

1. General Information

- 1.1 This Website is operated by [company name/Jacqui Williams trading as Taimana Publishing] (“We”, “Us”, “Our” or “Ours”). These Terms set out the rules which apply to the Website, its Services and Content that We make accessible to Users (“You”, “Your”, “Yours” or “User”).
- 1.2 By using this Website or browsing any Service or Content You agree to be bound by the following Terms, and by our Privacy Policy set out below. If you do not agree to these Terms, you are not authorised to access and use the Website, its Services or the Content, and you must immediately stop doing so.
- 1.3 We may change these Terms at any time by updating them on the Website. Unless stated otherwise, any change takes effect immediately. You are responsible for ensuring you are familiar with the latest Terms. By continuing to access and use the Website, you agree to be bound by the changed Terms.
- 1.4 We may change, suspend, discontinue, or restrict access to, the Website, the Services or the Content without notice or liability.
- 1.5 Words set out in these Terms starting with capital letters have the following meanings:

“Content” means all information, material and media, in particular text, data, artwork, graphics, photos, print, footage, software, sounds, music, recordings, videos and other moving and non-moving images and material created or contributed by Us and whether provided in stream, download, electronic data or any other form on or via the Website;

“IPR” means intellectual property rights which include, but are not limited to copyright, moral rights, registered designs, patents, trademarks, service marks, brands, design rights (whether registered or unregistered) semiconductor rights, database rights, trade secrets, rights of confidence and all other similar rights (including applications for the registration of any of the foregoing rights) and all other renewals and extensions thereof in any part of the world;

“Services” means the services such as the access, software, tools, computer programs (widgets) and Content made available to You via the Website;

“Website” means this website.

2. Copyright, trademarks and other intellectual property rights

- 2.1 All of the Content and Services are protected by copyright, moral rights and other proprietary and IPR, which is either owned by Us or licensed to Us. All rights remain reserved to Us or, if provided by a third party, to such third party.
- 2.2 You may not reproduce, copy, post, republish, broadcast, record, transmit or edit any Content, materials or part(s) thereof without Our express prior written consent, nor do or attempt to do anything which infringes Our IPR or any IPR licensed to Us or owned by a third party. The same shall apply to ideas and concepts that the Website, any of its Content or Services is based on.
- 2.3 Any reproduction of the Content, the Services or part thereof shall be expressly agreed to by Us in writing first, and then clearly marked by You with Our copyright sign, as follows: © Jacqui Williams.

3. User Registration, User Content and Obligations

- 3.1 In order to access or use some features of the Service, You may have to become a registered User. In order to register You must be aged 16 years or over. You may register by filling in Our Registration Form. You may only register if, you (a) have accepted Our Terms; (b) have provided Us with complete and accurate information for the registration; and (c) have received a registration confirmation with Your Username and Password for the Website from Us via email (the "Account"). You may only register one Account at the Website. Certain Content or Services may be made accessible or non-accessible to certain Users, for instance by enabling some groups of Users to manage their own pages within the Website, at Our sole discretion.
- 3.2 By registering with Us You warrant that the information given for Your Account (together with any other information which You may from time to time provide to Us, whether as part of the registration process or otherwise) is complete, true, accurate and not misleading in any way. You are responsible for notifying Us of any changes to such information in order to ensure that it remains up-to-date. You must keep Your Username and Password details secure. You are responsible for all activity that occurs on Your Account, whether impliedly or expressly authorised by You or not. You must immediately notify Us of any unauthorized use on Your Account. You may be liable for losses incurred by Us or any other User of the Website due to someone else using Your Account. You must not use an Account belonging to someone else. We will not be liable for any loss or damage arising from Your failure to comply with these obligations. We will not modify Your Username without consulting You. Please note that Your Username may be displayed on the Website (e.g. with Your feedback, comments or content).
- 3.3 You agree that if you have an Account, Your obligations in connection with the Website, the Content and Services include that:
- (i) We may permit You to post, upload, transmit through, or otherwise make available through our Services (collectively, "submit") videos, text, sounds, music, messages, illustrations, data, files, images, graphics, photos, comments, information, content, and/or other materials ("User Content") on your own individual "Page" of the Website. You will access your individual "page(s)" of the Website solely for the purposes of submitting and managing Your User Content.
 - (ii) Subject to the rights and license You grant herein, You retain all right, title and interest in Your User Content. We do not guarantee any confidentiality with respect to User Content even if it is not published through our Services. It is solely Your responsibility to monitor and protect any intellectual property rights that You may have in Your User Content, and we do not accept any responsibility for the same. You should clearly mark Your User Content with your own copyright sign.
 - (iii) You acknowledge and agree to be solely responsible for Your User Content. You represent and warrant that You are the owner of all IPR to the User Content and that the User Content does not: (i) include the sale of advertising, sponsorships or promotions by third parties; (ii) infringe third parties rights, e.g. personal rights (especially to one's own image), IPR such as trademarks, patents, copyrights or any other IPR protected by law; or (iv) contain material that is unlawful, defamatory, obscene, offensive, harmful, a breach of confidence, or will promote illegal or unlawful activities.
 - (iv) You represent and warrant that all necessary rights, permissions, consents and moral rights' waivers have been obtained from any participant, performer, presenter, contributor or other person involved in the User Content or rights, services or facilities in connection with it and that You are authorized to dispose of such rights at Your sole discretion and to the extent provided for herein. You also warrant that the User Content is not insulting, offensive, degrading, racist or harassing to individuals or groups of people.
 - (v) By submitting any User Content to the Website You hereby grant Us (and our affiliated companies, and each of their respective agents, licensees, successors and assigns), a

worldwide, unlimited, non-exclusive, royalty-free, transferable and perpetual licence (including the right to sub-licence to any third party) to use, reproduce, distribute, publish, display, exhibit, digitize and otherwise exploit your User Content on the Website.

- (vi) You grant to Us the right (but we have no obligation) to use Your biographical information including your name, image, voice, biography, likeness and geographical location in connection with the use or publication of Your User Content on the Website.
 - (vii) You grant other Users permission to access your User Content and to use your User Content for personal, non-commercial use as permitted by the functionality of our Services and these Terms.
- 3.4 You represent, warrant, and covenant that you will not submit any User Content that:
- (i) casts a negative light on Us, Our affiliates or on Our or their activities, business or brands. You shall in particular refrain from using or submitting any User Content in connection with: (a) illegal products, content, services or materials; (c) coverage of accidents, assaults, catastrophes or riots.
 - (ii) impersonates another or is unlawful, threatening, abusive, libellous, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, pornographic, or otherwise objectionable, or otherwise violates any applicable law;
 - (iii) encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law;
 - (iv) is an advertisement for a third party's goods or services or a solicitation of funds;
 - (v) includes personal information such as that which identifies phone numbers, account numbers, addresses, or employer references;
 - (vi) contains a formula, instruction, or advice that could cause harm or injury; or
 - (vii) contains any virus, trojan horses or other harmful code or script. Moreover, any conduct by a User that in Our sole discretion restricts or inhibits any other User from using or enjoying our Services will not be permitted.
- 3.5 We have the right, but not the obligation, to monitor User Content. We have the right in our sole discretion and for any reason whatsoever to edit, refuse to post, remove, or disable access to any User Content.

4. User's Rights and Obligations

- 4.1 We grant You and other Users the right to access the Website and to use the Services and Content as made available from time to time. You may download or copy Content or retrieve Services from the Website for your private use only in the form of non-commercial viewing, copying and sharing, where technically allowed (hereinafter "Personal Use). At Our discretion, we may allow the use of the Services for Artists' commercial purposes, and in which case they will be required to register an Account in accordance with these Terms and abide by Clause 3 of these Terms. Any other non-authorised commercial use is strictly prohibited.
- 4.2 You agree that Your obligations in connection with the Website, the Content and Services include that:
- (i) You must not copy, reproduce, republish, publicly display, translate, offer, transmit, upload or distribute in any way (including "mirroring") any part of the Website or any Content or Service to any other computer, server, Website or other medium for

publication or distribution, except as expressly provided in these Terms or otherwise agreed to by Us in writing;

- (ii) You must not use the Content or Services for commercial uses, including without limitation the sale of access to the Website, Services or Content, except as expressly provided in these Terms or otherwise agreed to by Us in writing;
- (iii) You must not modify, alter or adapt any part of the Content or Services (other than you own User Content) without Our prior written consent. In the event that We give Our consent to any Adaptation, You acknowledge and agree by requesting such that We shall obtain the irrevocable, worldwide, perpetual, non-exclusive, transferable, fully paid up and unlimited rights to exploit any Adaptation and all materials, whether provided by Us or not as well as all parts thereof, in particular, but not limited to, any edit, cut or excerpt and all other materials created by You or Your affiliates, employees, sublicensees, contractors or any other person or entity, pursuant to or related to the Content, Services or Adaptation, free of charge and in any known or yet unknown kind of use upon its creation;
- (iv) You must not modify, decompile, reverse engineer, disassemble or create derivative works based on any software, in respect of the Website;
- (v) You must not (or attempt to) hamper, disable, interfere or attempt to interfere with the Website or any part of it (including its security-related features or any transaction as may be concluded on the Website) or in any way reproduce or circumvent the navigational structure of the Website, to obtain or attempt to obtain any Content or Service through any means other than as intentionally offered under the Website;
- (vi) You will comply with all applicable laws and regulations in using the Website, Content and Services and You agree not to infringe the rights of Us, Our affiliates, any other User or other third parties.

5. Disclaimers and Liability

5.1 To the extent permitted by law, We and Our licensors have no liability or responsibility to You or any other person for any loss in connection with:

- (i) the Website being unavailable (in whole or in part), containing defects, or performing slowly;
- (ii) any error in, or omission from, any information made available through the Website;
- (iii) any exposure to viruses or other forms of interference which may damage Your computer system or expose You to fraud when You access or use the Website. To avoid doubt, You are responsible for ensuring the process by which you access and use the Website protects you from this; and
- (iv) any site linked from the Website. Any link on the Website to other sites does not imply any endorsement, approval or recommendation of, or responsibility for, those sites or their contents, operations, products or operators. We accept no responsibility or liability for any material supplied by or contained on any third party Website which is linked from or to the Website.

5.2 We make no representation or warranty that the Website is appropriate or available for use in all countries or that the Content satisfies the laws of all countries. You are responsible for ensuring that Your access to and use of the Website is not illegal or prohibited, and for Your own compliance with applicable local laws.

5.3 Be aware that We may cease the provision of the Website, its Content or Services at any time. In any event We shall not be obliged to provide maintenance or support services.

- 5.4 You access and use the Website at Your own risk and We are not liable or responsible to You or any other person for any form of loss or damage in connection with these Terms, the Website, the Services or the Content or Your access and use of (or inability to access or use) these. This exclusion applies regardless of whether Our liability or responsibility arises in contract, tort (including negligence), equity, breach of statutory duty, or otherwise.
- 5.5 Except to the extent permitted by law, nothing in these Terms has the effect of contracting out of the New Zealand Consumer Guarantees Act 1993 or any other statutory rights which You may be entitled to as a consumer. To the extent our liability cannot be excluded but can be limited, our liability is limited to NZD500.

6. Assignment

- 6.1 These Terms and any rights and licenses granted hereunder may not be transferred or assigned by You without Our express prior written consent. In the event that You transfer or assign any right, obligation or duty, You undertake, represent and warrant that: (i) any assignment of rights or obligations granted hereunder is not contrary to or incompatible with each and any provision of these Terms; and (ii) each obligation and duty towards Us is duly imposed upon and entirely complied with by each assignee. Even after an assignment You will not be relieved from any of Your obligations and duties towards Us hereunder. An assignment of Our rights or obligations may be conducted by Us at Our sole discretion.

7. Indemnification

- 7.1 You agree to fully indemnify and hold Us, Our affiliates, officers, directors, shareholders, employees and agents harmless in respect of all liabilities, damages, claims, actions, expenses, demands or costs (including any legal fees in relation to such claim or damages) incurred by Us arising from, or in connection with: (i) your use of our Services; (ii) any actual or alleged violation or breach by you of these Terms; (iii) any actual or alleged breach of any representation, warranty, or covenant that you have made to us; or (v) your acts or omissions. You agree to cooperate fully with us in the defence of any claim that is the subject of your obligations hereunder.

8. Termination and Suspension

- 8.1 Without prejudice to any other right or remedy available to us, if we consider that you have breached these Terms or we otherwise consider it appropriate, we may immediately, and without notice, suspend or terminate your access to the Website (or any part of it). On suspension or termination, you must immediately cease using the Website and must not attempt to gain further access. All disclaimers, indemnities and exclusions in these Terms shall survive the termination of these Terms.

9. Miscellaneous

- 9.1 If we need to contact you, we may do so by email or by posting a notice on the Website. You agree that this satisfies all legal requirements in relation to written communications.
- 9.2 These Terms, and any dispute relating to these Terms or the Website, are governed by and must be interpreted in accordance with the laws of New Zealand. Each party submits to the non-exclusive jurisdiction of the Courts of New Zealand in relation to any dispute connected with these Terms or the Website.
- 9.3 For us to waive a right under these Terms, the waiver must be in writing.
- 9.4 If any part or provision of these Terms is or becomes illegal, unenforceable, or invalid, that part or provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity. If a modification is not possible, the part or

provision must be treated for all purposes as severed from these Terms. The remainder of these Terms will be binding on you.

- 9.5 These Terms set out everything agreed by the parties relating to your use of the Website and supersede and cancel anything discussed, exchanged or agreed prior to you agreeing to these Terms. The parties have not relied on any representation, warranty or agreement relating to the Website that is not expressly set out in the Terms, and no such representation, warranty or agreement has any effect from the date you agreed to these Terms.

Privacy Policy

1. Introduction

- 1.1 We comply with the New Zealand Privacy Act 1993 (the Act) when dealing with personal information. Personal information is information about an identifiable individual (a natural person). This policy sets out how we will collect, use, disclose and protect your personal information. This policy does not limit or exclude any of your rights under the Act. If you wish to seek further information on the Act, see www.privacy.org.nz.

2. Changes to this policy

- 2.1 We may change this policy by uploading a revised policy onto the website. The change will apply from the date that we upload the revised policy.

3. Who do we collect your personal information from

- 3.1 We collect personal information about you from:

- (i) You, when you provide that personal information to us, including via the Website and any related service, through any registration or subscription process, through any contact with us (e.g. telephone call or email), or when you use the Services.
- (ii) third parties where you have authorised this or the information is publicly available.

If possible, we will collect personal information from you directly.

4. How We use Your personal information

- 4.1 We will use Your personal information:

- (i) to authorise Your identity.
- (ii) to provide the Services to You.
- (iii) to market Our music, works and other products to You and the music, works, products of other individuals represented on the Website, including contacting you electronically (e.g. by text or email for this purpose).
- (iv) to respond to communications from You, including a complaint
 - (i) to conduct research and statistical analysis (on an anonymised basis)
 - (ii) to protect and/or enforce Our legal rights and interests, including defending any claim

(iii) for any other purpose authorised by You or the Act.

5. Disclosing your personal information

5.1 We may disclose Your personal information to:

- (i) another company within Our group;
- (ii) any business that supports Our Services, including any person that hosts or maintains any underlying IT system or data centre that we use to provide the Website, the Content and the Services. A business that supports Our Services may be located outside New Zealand. This may mean your personal information is held and processed outside New Zealand.
- (iii) a person or organisation who can legally require Us to supply Your personal information (e.g. a regulatory authority)
- (iv) any other person authorised by the Act or another law (e.g. a law enforcement agency)
- (iv) any other person authorised by You.

6. Protecting Your personal information

6.1 We will take reasonable steps to keep your personal information safe from loss, unauthorised activity, or other misuse.

7. Accessing and correcting Your personal information

7.1 Subject to certain grounds for refusal set out in the Act, You have the right to access your readily retrievable personal information that We hold and to request a correction to Your personal information. Before You exercise this right, We will need evidence to confirm that You are the individual to whom the personal information relates. If We think the correction is reasonable and We are reasonably able to change the personal information, We will make the correction. If We do not make the correction, We will take reasonable steps to note on the personal information that You requested the correction.

7.2 If You want to exercise either of the above rights, email us at [insert]. Your email should provide evidence of who You are and set out the details of Your request (e.g. the personal information, or the correction, that you are requesting).

7.3 We may charge you our reasonable costs of providing to You copies of Your personal information or correcting that information.

8. Internet Use

8.1 If You provide us with personal information over the internet, the provision of that information is at your own risk. If you upload any User Content which contains your personal information on the Website, you acknowledge and agree that the information you post is publicly available.

8.2 If You follow a link on the Website to another site, the owner of that site will have its own privacy policy relating to your personal information. We suggest You review that site's privacy policy before you provide personal information.

8.3 We use cookies. These are small files saved to the User's computer's hard drive that track, save and store information about the User's interactions and usage of the Website. This allows the Website, through its server to provide the Users with a tailored

experience within this Website . You may disable cookies by changing the settings on Your browser, although this may mean that You cannot use all of the features of the Website.

9. Website Visitor Tracking

- 9.1 The Website uses tracking software to monitor its visitors to better understand how they use it. The software will save a cookie to your computer's hard drive in order to track and monitor your engagement and usage of the Website, but will not store, save or collect personal information.

10. Social Media Sharing

- 10.1 There may be instances where the Website features social sharing buttons, which help share web content directly from web pages to the respective social media platforms. You use social sharing buttons at your own discretion and accept that doing so may publish content to your social media profile feed or page.

11. Contacting Us

- 11.1 You can contact Us by emailing: jacquiwilliams@hotmail.co.nz