



TERMS OF USE

www.rocksteadconstruction.co.nz (this "Website") is owned and operated by Rockstead Construction ("we", "use", "our"). These terms of use constitute an agreement made between you, the website user ("you", "your") and us. You must not access or use this website unless you accept all of these terms of use. By accessing and using this website, you are agreeing that you have read, understood and accepted these terms of use, and agree to be bound by them and that you are authorised to enter into and perform them.

YOUR USE OF THIS WEBSITE

You agree not to use this website for any purpose that is unlawful or to engage in any conduct that is likely to impair or cause damage to the operation of this website, whether by way of a virus, corrupted file, through use of any software or program, or otherwise. Furthermore, you agree not to alter, modify, reproduce, communicate to the public or otherwise deal with the content, software, text, graphics, layout or design of this website except in accordance with these Terms of Use.

INTELLECTUAL PROPERTY

The materials displayed on this website are protected by copyright and other laws of New Zealand. You acknowledge and agree that all copyright and other property rights that may subsist in this website including text, illustrations, photographs, video, music, sounds, layout, designs, source code, belong to us or to our licensors (together, "our intellectual property").

You may not in any form or by any means: use, copy, modify, adapt, reproduce, store, distribute, print, display, perform, publish, communicate or otherwise deal in any way with our intellectual property; or commercialise any information, products or services obtained from any part of this website.

TRADEMARKS

The Trademarks appearing on this website belong to us, our suppliers or our licensors. You must not use or reproduce or allow anyone to use or reproduce those trademarks for any reason without, in the case of our trademarks, our prior written permission or, in the case of third party trademarks, the written permission of the owner of the relevant trademark.

SOFTWARE LICENSING

All software and accompanying documentation ("software") that is available to be downloaded from this website is protected by copyright. The ownership of such software is retained by the copyright holder and is not transferred to you. You are licensed to use the software in accordance with the terms of the relevant licence agreement for such software. You must read and confirm your acceptance of the licence agreement that accompanies each item of software prior to downloading that software.

FEEDBACK AND UNSOLICITED SUBMISSIONS

If you give us feedback about this website or our products or services, you grant us the right to use that feedback for the purpose of improving our website or services (and for any other purpose we deem necessary or desirable) without being obliged to pay you any compensation in respect of our use of that feedback. If you do send us unsolicited ideas, they will be treated as "user content" in accordance with these terms of use; and they will be deemed to be non-confidential, and we will not be required to provide any acknowledgement of their source.

ELECTRONIC COMMUNICATIONS

You consent to receiving communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree to be bound by any agreement reached through electronic communications in terms of the Electronic Transactions Act 2002.

You consent to receiving electronic messages and information sent by us (or on our behalf) for any purposes described in our privacy policy. You agree, pursuant to section 11(2) of the Unsolicited Electronic Messages Act 2007, that the person sending any such message need not include a functional unsubscribe facility in that message.

DISCLAIMERS

We do not give any warranty or other assurance as to the content of material appearing on this website, its accuracy, completeness, timeliness or fitness for any particular purpose.

To the maximum extent permitted by law, we provide this website and related information and services on an "as is" basis without any warranties, representations, or guarantees of any kind (whether express, implied, statutory or otherwise) including, but not limited to, warranties or non-infringement, merchantability, or fitness for a particular purpose.

Rockstead Construction will not, under any circumstances, be liable under the law of tort, contract or otherwise for any loss of income, profits, data or savings or for any indirect, incidental, consequential, exemplary, punitive or special loss or damage of any party

(including third parties), however caused, arising out of or in connection with the use of the website or the reliance on any information on this website.

AVAILABILITY

Your use of this website and any associated services may sometimes be subject to interruption or delay. Due to the nature of the Internet and electronic communications, we do not make any warranty that this website or any associated services will be error-free, without interruption or delay, or free from defects in design. We will not be liable to you should this website or the services supplied through this website become unavailable, interrupted or delayed for any reason.

MALICIOUS CODE

Although we endeavour to prevent the introduction of viruses or other malicious code to this website, we do not guarantee or warrant that this website, or any data available from it, does not contain malicious code. You are responsible for ensuring that the process that you employ for accessing this website does not expose your computer system to the risk of interference or damage from malicious code.

SECURITY

Although we endeavour to protect the security of your personal information, you acknowledge that there is a risk of unauthorised access to your transmissions or data or of the information contained on your computer system, or on this website. We do not accept responsibility or liability of any nature for any losses that you may sustain as a result of such unauthorised access or alteration. All information transmitted to you or from you is transmitted at your risk, and you assume all responsibility and risks arising in relation to your use of this website and the internet. We do not accept responsibility for interference or damage to your own computer system which may arise in connection with your accessing of this website or any outbound hyperlink.

CHANGES

We reserve the right to add to, modify, or remove this website or any information, feature, specification, or other part of this website at any time and without notice to you. We reserve the right to change these Terms of Use from time to time by publishing the changed terms on this website. It is your responsibility to review these terms of use periodically to be aware of such changes. Your continued use and access to this website following such publication shall be deemed your acceptance of the revised Terms of Use.

GOVERNING LAW

These Terms of Use are governed by the laws of New Zealand. Visit our Privacy Policy page for more information regarding the security of your personal information.