

WEBSITE TERMS OF USE

Attention:

This legal notice applies to the entire contents of the website under the domain name www.supportplus.co.nz (**Website**). The Website is owned and operated by Pegasus Health (Charitable) Limited (**Company**).

Please read these terms and conditions of use (**Terms**) carefully before using this Website. Viewing the pages of the Website indicates that you have read and accepted these Terms. If you do not accept these Terms, do not use the Website.

The Company may revise this legal notice at any time by updating this posting. Certain provisions of this legal notice may be superseded by expressly designated legal notices or terms located on particular pages of the Website.

Disclaimer:

While the Company endeavours to ensure that the information on the Website is correct, the Company does not warrant the accuracy, reliability or completeness of the material on the Website or the results of its use. The Company may make changes to the material on the Website, or to any products or prices described on it, at any time without notice. The material on the Website may be out of date, and the Company makes no commitment to update such material.

The material on the Website is provided "as is", without any conditions, warranties or other terms of any kind (either express or implied). Accordingly, to the fullest extent permitted by law, the Company disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. The Company does not warrant that the Website will be available at all times or for any particular period, that functions contained in the materials on the Website will be uninterrupted or error free, that defects will be corrected, or that this Website or the server that makes it available is free of any virus or other harmful elements.

Personal Information and Privacy:

The Company will hold any personal information you provide securely, and such personal information will be only used to consider your request for services, administer, manage and monitor any services provided to you, conduct market research, data processing and statistical analysis and unless you disagree, provide you with information about other facilities, products or services including select third party products or services. The Company may disclose information about you to its related companies for those same purposes. You have a right to access the information by inquiring with the Company and may also request that it be corrected. A fee may be payable.

Links to and from other websites:

Any links to third party websites on the Website are provided solely for your convenience. If you use these links, you leave the Website. The Company has not reviewed all of these third party websites and is not responsible for these websites or their content or availability. The Company therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any third party websites linked to the Website, you do so entirely at your own risk.

You are not entitled to create a link to any of the pages on this Website without the prior written permission of the Company. If you do create a link to any of the pages of the Website, you acknowledge that you are responsible for all direct or indirect consequences of the link and you agree to indemnify the Company for all loss, damage, liability, costs or expenses arising from or in connection with the link.



Cookies:

Cookies allow web servers to temporarily store information within your browser and permit the Company to recognise the computer you have used to access the Website. The Company may use cookies to monitor use of the Website and browsing preferences, to provide you with access to tailored information and services from the Website. You may delete existing cookies from your browser and/or use your browser options to choose not to receive cookies in the future.

Intellectual Property:

Unless otherwise stated, the copyright and other intellectual property rights in all material on the Website (including without limitation photographs and graphical images) are owned by the Company or its licensors. For the purposes of these Terms, any form of reproduction, transmission, distribution or unauthorised use of material from the Website for any purpose is prohibited. Any infringement of the Company's intellectual property rights will be fully enforced under New Zealand law.

Limitation of Liability:

The Company, any other party (whether or not involved in creating, producing, maintaining or delivering the Website) and any of the Company's related companies, officers, directors, employees, shareholders and agents of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive, or consequential loss or damages, or loss of income, profits, goodwill, data, contracts, use of money or loss or damages arising or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the Website in any way or in connection with the use, inability to use or the results of use of the Website, any websites linked to the Website or materials on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Website or your downloading of any material from the Website or any websites linked to the Website.

If your use of material on the Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

Jurisdiction:

This Website is governed by, and is to be interpreted consistently with, the laws of New Zealand. Any disputes arising out of the materials of the Website will be resolved by the non-exclusive jurisdiction of the courts of New Zealand.