

Terms of Use of Consents Online Limited's System

Welcome to Consents Online Limited's (COL) website ("the Website") and thank you for taking the time to read these Website terms of use, which apply in respect to your use of the Website and all information, products, services, applications and portals we offer or provide on the Website ("Website Services").

These terms of use sets out our commitments to people who use the Website and also what we require of you when you use the Website. Our requirements are driven by a need to keep you and others safe and secure when using the Website.

By using the COL Web site, you agree to these Terms of Use, which will form an agreement between you and us. If you do not agree to these Terms of Use, you may not use the COL Web sites.

While COL will endeavour to keep the contents of the Website up to date and accurate, we do not warrant or represent to you or any other person that such content is accurate or up to date at all times.

Terms of Use

The information contained on this Website is provided for the purposes of informing you about COL products and services we offer; enabling users of COL website and others to undertake certain activities on-line to lodge, process and monitor conditions of certain types of consents, permits and permissions processed and issued by consenting territorial and local government authorities. These services may either be accessed directly through COL website, or any particular service provider, depending on whether that service provider has integrated with the COL service and permitted you to access its service.

Through the COL Web sites (the "Site"), you have access to a variety of resources and content. These include:

- a. Software and software as a service offerings ("Software");
- b. Web pages, data, messages, text, images, photographs, graphics, audio, videos and documents such as press releases, white papers and product data sheets ("Materials");
- c. forums, discussion groups, chat areas, bulletin boards, blogs, wikis, e-mail functions, and other services in connection with which you can upload, download, share, email, post, publish, transmit or otherwise access or make available Content (as defined below) ("Community Services").

Software, Materials, Community Services, and other information, content and services are collectively referred to as "Content."

The following are terms of agreement between you ("You" or "Your") and COL and its affiliated companies ("We" or "COL"). By accessing or using the Site or the Content provided on or through the Site, you agree to follow and be bound by the following terms and conditions concerning your access to and use of the Site and the Content provided on or through the Site ("Terms of Use"). COL may revise the Terms of Use at any time without notice to you. The revised Terms of Use will be effective when posted. You can review the most current Terms of Use at <http://www.consentonline.com/terms.html>.

1. Terms Applicable to Specific Content and Areas of the Site

Some areas of the Site or Content provided on or through the Site may have additional rules, guidelines, license agreements, user agreements or other terms and conditions that apply to your access or use of that area of the Site or Content (including terms and conditions applicable to a corporation or other organization and its users). If there is a conflict or inconsistency between these Terms of Use and the rules, guidelines, license agreement, user agreement or other terms and conditions for a specific area of the Site or for specific Content, the latter shall have precedence with respect to your access and use of that area of the Site or Content.

2. Use of Software

Your use of Software is subject to all agreements such as a license agreement or user agreement that accompanies or is included with the Software, ordering documents, exhibits, and other terms and conditions that apply ("License Terms"). In the event that Software is provided on or through the Site and is not licensed for your use through License Terms specific to the Software, you may use the Software subject to the following: (a) the Software may be used solely for your personal, informational, non-commercial purposes; (b) the Software may not be modified or altered in any way; and (c) the Software may not be redistributed.

3. Use of Materials

You may download, store, display on your computer, view, listen to, play and print Materials that COL publishes or broadcasts on the Site or makes available for download through the Site subject to the following: (a) the Materials may be used solely for your personal, informational, non-commercial purposes; (b) the Materials may not be modified or altered in any way; and (c) the Materials may not be redistributed.

4. Use of Community Services

Community Services are provided as a convenience to users and COL is not obligated to provide any technical support for, or participate in, Community Services. While Community Services may include information regarding COL products and services, including information from COL employees, they are not an official customer support channel for COL.

You may use Community Services subject to the following: (a) Community Services may be used solely for your personal, informational, non-commercial purposes; (b) Content provided on or through Community Services may not be redistributed; and (c) personal data about other users may not be stored or collected except where expressly authorized by COL.

5. Reservation of Rights

The Site and Content provided on or through the Site are the intellectual property and copyrighted works of COL or a third party provider. All rights, title and interest not expressly granted with respect to the Site and Content provided on or through the Site are reserved. All Content is provided on an "As Is" and "As Available" basis, and COL reserves the right to terminate the permissions granted to you in Sections 2, 3 and 4 above and your use of the Content at any time.

6. Your Content

You agree that you will only upload, share, post, publish, transmit, or otherwise make available ("Share") on or through the Site Content that you have the right and authority to Share and for which you have the right and authority to grant to COL all of the licenses and rights set forth herein. By

Sharing Content, you grant COL a worldwide, perpetual, royalty-free, irrevocable, nonexclusive, fully sub-licensable license to use, reproduce, modify, adapt, translate, publish, publicly perform, publicly display, broadcast, transmit and distribute the Content for any purpose and in any form, medium, or technology now known or later developed. This includes, without limitation, the right to incorporate or implement the Content into any COL product or service, and to display, market, sublicense and distribute the Content as incorporated or embedded in any product or service distributed or offered by COL without compensation to you.

You warrant that:

- a) you have the right and authority to grant this license;
- b) COL's exercise of the rights granted pursuant to this license will not infringe or otherwise violate any third party rights; and
- c) all so-called moral rights in the Content have been waived to the full extent allowed by law.

You agree that you will neither use the Site in a manner, nor Share any Content, that:

- i. is false or misleading;
- ii. is defamatory, derogatory, degrading or harassing of another or constitutes a personal attack;
- iii. invades another's privacy or includes, copies or transmits another's confidential, sensitive or personal information;
- iv. promotes bigotry, racism, hatred or harm against any group or individual;
- v. is obscene or not in good taste;
- vi. violates or infringes or promotes the violation or infringement of another's rights, including intellectual property rights;
- vii. you do not have the right and authority to Share and grant the necessary rights and licenses for;
- viii. violates or promotes the violation of any applicable laws or regulations;
- ix. contains a solicitation of funds, goods or services, or promotes or advertises goods or services; or
- x. contains any viruses, Trojan horses, or other components designed to limit or harm the functionality of a computer. COL may report you to the relevant authorities and may act under the fullest extent of applicable laws if you transmit or upload content intended or designed to cause harm.

COL does not want to receive confidential information from you through or in connection with the Site. Notwithstanding anything that you may note or state in connection with Sharing Content, it shall not be considered confidential information and shall be received and treated by COL on a non-confidential and unrestricted basis and COL shall not take and shall not be required to take any steps to safeguard the confidentiality of any information that you Share, other than as specified in COL's Privacy Policy.

7. Security, Passwords and Means of Accessing the Site and Content

You agree not to access or use the Site in any manner that could damage, disable, overburden, or impair any COL accounts, computer systems or networks. You agree not to attempt to gain unauthorized access to any parts of the Site or any COL accounts, computer systems or networks. You agree not to interfere or attempt to interfere with the proper working of the Site or any COL accounts, computer systems or networks. You agree not to use any robot, spider, scraper or other

automated means to access the Site or any COL accounts, computer systems or networks without COL's express written permission.

If any of the Services require you to open an account, you must complete the registration process by providing us with current, complete and accurate information as required by the applicable registration form. You may also be required to choose a password and a user name. Access to and use of password protected or secure areas of the Site are restricted to authorized users only. You agree not to share your password(s), account information, or access to the Site with any other person. You are responsible for maintaining the confidentiality of password(s) and account information, and you are responsible for all activities that occur through the use of your password(s) or account(s) or as a result of your access to the Site. You agree to notify COL immediately of any use of your password(s) or account(s) that you did not authorize or that is not authorized by these Terms of Use.

8. No Unlawful or Prohibited Use

You agree not to use the Site, or Content provided on or through the Site, for any purpose that is unlawful or prohibited by these Terms of Use or the rules, guidelines or terms of use posted for a specific area of the Site or Content provided on or through the Site.

9. Indemnity

You agree to indemnify and hold harmless COL, its officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including reasonable legal fees and costs, due to or arising out of Content that you Share, your violation of these Terms of Use or any additional rules, guidelines or terms of use posted for a specific area of the Site or Content provided on or through the Site, or your violation or infringement of any third party rights, including intellectual property rights.

10. Monitoring

COL has no obligation to monitor the Site or screen Content that is shared on or through the Site. However, COL reserves the right to review the Site and Content and to monitor all use of and activity on the Site, and to remove or choose not to make available on or through the Site any Content in its sole discretion. COL may remove Content that is confidential or proprietary to a third party without that third party's permission.

11. Termination of Use

COL may, in its sole discretion, at any time discontinue providing or limit access to the Site, any areas of the Site or Content provided on or through the Site. You agree that COL may, in its sole discretion, at any time, terminate or limit your access to, or use of, the Site or any Content. COL may terminate or limit your access to or use of the Site if COL determines, in its sole discretion, that you have infringed the copyrights of a third party. You agree that COL shall not be liable to you or any third-party for any termination or limitation of your access to, or use of, the Site or any Content, including Content that you may have shared.

12. Third Party Web Sites, Content, Products and Services

The Site provides links to Web sites and access to Content, products and services of third parties, including users, advertisers, affiliates and sponsors of the Site. COL is not responsible for third party Content provided on or through the Site or for any changes or updates to such third party sites, and

you bear all risks associated with the access to, and use of, such Web sites and third party Content, products and services.

13. Disclaimer

EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE, THE SITE, AND ALL CONTENT PROVIDED ON OR THROUGH THE SITE, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SITE AND ALL CONTENT PROVIDED ON OR THROUGH THE SITE. COL MAKES NO WARRANTY THAT:

- A. THE SITE OR CONTENT WILL MEET YOUR REQUIREMENTS;
- B. THE SITE WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS;
- C. THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR ANY CONTENT PROVIDED ON OR THROUGH THE SITE WILL BE ACCURATE OR RELIABLE; OR
- D. THE QUALITY OF ANY CONTENT PURCHASED OR OBTAINED BY YOU ON OR THROUGH THE SITE WILL MEET YOUR EXPECTATIONS.

ANY CONTENT ACCESSED, DOWNLOADED OR OTHERWISE OBTAINED ON OR THROUGH THE USE OF THE SITE IS USED AT YOUR OWN DISCRETION AND RISK. COL SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF CONTENT.

COL RESERVES THE RIGHT TO MAKE CHANGES OR UPDATES TO, AND MONITOR THE USE OF, THE SITE AND CONTENT PROVIDED ON OR THROUGH THE SITE AT ANY TIME WITHOUT NOTICE.

14. Limitation of Liability

IN NO EVENT SHALL COL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING FROM YOUR ACCESS TO, OR USE OF, THE SITE OR ANY CONTENT PROVIDED ON OR THROUGH THE SITE.

15. Exclusions and Limitations

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE DISCLAIMER, EXCLUSION OR LIMITATION OF CERTAIN LIABILITIES. TO THE EXTENT THAT THEY ARE HELD TO BE LEGALLY INVALID, DISCLAIMERS, EXCLUSIONS AND LIMITATIONS SET FORTH IN THESE TERMS OF USE, INCLUDING THOSE SET FORTH IN SECTIONS 13 AND 14, DO NOT APPLY AND ALL OTHER TERMS SHALL REMAIN IN FULL FORCE AND EFFECT.

16. Privacy Policy

COL is concerned about your privacy and has developed a policy to address privacy concerns. For more information, please see COL's Privacy Policy.

17. Persons Not of Age of Majority

Persons who are not of the age of majority are not eligible to use the Site, and we ask that no information in relation to such persons be submitted to us.

18. Forward-looking and Cautionary Statements

Statements set forth in the Site may constitute forward-looking and cautionary statements. While these forward-looking statements represent our current judgment on what the future holds, they are subject to risks and uncertainties that could cause actual results to differ materially. You are cautioned not to place undue reliance on these forward-looking statements, which reflect our opinions only as of the date such statements are set forth in the Site. Please keep in mind that we are not obligating ourselves to revise or publicly release the results of any revision to these forward-looking statements in light of new information or future events.

19. Waiver and Severability

The failure of COL to exercise or enforce any rights or provisions in these Terms of Use shall not constitute a waiver of such right or provision. If any part or provision of these Terms of Use is found to be unenforceable, such part or provision may be modified to make the Terms of Use as modified legal and enforceable. The balance of the Terms of Use shall not be affected.

20. Applicable Laws

All matters relating to your access to, and use of, the Site and Content provided on or through or uploaded to the Site shall be governed by New Zealand law. Any legal action or proceeding relating to your access to, or use of, the Site or Content shall be instituted in New Zealand. You and COL agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

21. Copyright/Trademark

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22. Contact Information

If you have any questions regarding these Terms of Use, please contact COL at info@consentsonline.com. If you have any other questions, contact information is available at the page on the Site and via our website: www.consentsonline.com.