

1.0 Website Terms of Use

This document comprises both our Website Terms of Use and our Privacy Policy. Its purpose is to explain to Users (each, a “User”) the terms and conditions on which they visit and use this Website operated by HonourThem™ New Zealand Limited and its subsidiaries (“HonourThem™”) and to set out the basis on which we expect users to interact with our Website. Please read these Website Terms of Use carefully as they govern your use of the HonourThem™ Website. In these Website Terms of Use, unless the context requires otherwise, terms have the same meanings as defined in our Terms and Conditions of Supply.

2.0 Acceptance of Terms

These Website Terms of Use are to be read in conjunction with HonourThem™’s Privacy Policy.

By accessing and using our Website, you are deemed to have read and accepted these Website Terms of Use and it is a condition of your use of this Website that you comply with our Website Terms of Use at all times.

We reserve the right to amend or modify these Website Terms of Use at any time and your continued access and use of the Website constitutes your acceptance of the Website Terms of Use. Any change or variation to these Website Terms of Use shall, at our discretion, be notified to you on the Website or provided to you by email and shall become effective on the date of such notification.

3.0 Website Tools

The calculators and other interactive tools that may be used on this Website from time to time are intended to be illustrative only. HonourThem™ does not represent or warrant the accuracy, adequacy or completeness of any information provided by those calculators and interactive tools.

4.0 Website Etiquette

It is important to us, and to the Users of our Website that what you post is accurate, fair and respectful. You must not post any defamatory, offensive or abusive material to our Website. If we (in our absolute discretion) consider that you have done so we will be entitled (without limiting our remedies) to delete such material and terminate your access to the Website.

As a User of our Website you acknowledge that we are not responsible for any defamatory, malicious or offensive posts made by other Users. If you come across any material that you consider breaches our terms and conditions please make this known to us.

If you intentionally post false or misleading information to our Website we may terminate or suspend your access to our Website.

5.0 Website Information

The information on this Website has been provided by HonourThem™ for informational purposes only. HonourThem™ does not warrant the accuracy or completeness of the materials on this Website. HonourThem™ does not accept any liability for any loss or damage directly or indirectly arising from any use of or reliance upon any information contained on this Website.

HonourThem™ may at any time change the information available on this Website, without notice, including discontinuing all or any aspects of this Website. HonourThem™ will not be liable for any loss or damage, which may arise directly or indirectly as a result of such changes.

If HonourThem™ amends the content of this Website, the terms of any contract for products or services that you may have entered into with it will not be varied.

When transmitting your personal information over this Website, you should remember that the Internet is not a secure environment; we cannot, and do not, accept any responsibility for any costs loss or damage (howsoever expressed) arising from any third party intercepting personal information sent to or from this Website, or should any third party obtain access to any personal information stored on our Website/back-end servers.

HonourThem has compiled information that is publicly available for our Obituary Notices, Funeral Services Directory and Charities Directory.

6.0 Website Services

The Website may provide communication tools such as email, bulletin boards, chat areas, news groups, forums and/or other message or communication facilities ("Website Services") designed to enable you to communicate with others and to record memories of your loved ones via our Tributes page. You are permitted to set up Tribute Pages for deceased persons only. Unless stated otherwise the Services are for your personal and non-commercial use only.

7.0 Child Supervision

We are concerned about the safety and privacy of our Users, particularly children. Parents who wish to allow their children access to and use of the Website should supervise such access and use. By allowing your child access to the Website you are allowing your child access to all of the Services, including email, bulletin boards, chat areas, news groups, forums and/or other message or communication facilities. It is therefore your responsibility to determine which Services are appropriate for your child. Always use caution when revealing personally identifiable information about yourself or your children in any online interaction.

8.0 Harmful Content

The police will be called if criminal or illegal content is placed on the HonourThem website.

HonourThem reserves the right to remove content immediately from the site if the following is reported or noticed, being:

Invasive or distressing photos or videos

Sensitive personal facts about another individual

Threatening, intimating or menacing content

Offensive content to a reasonable person in the position of the affected individual

Indecent or obscene

Content to harass an individual

False statements

Content contains matter that is published in breach of confidence

Content incites or encourages anyone to send a message to an individual for the purpose of causing harm to the individual

Incites or encourages another individual to commit suicide

Denigrates an individual by reason of his or her colour, race, ethnic or national origins, religion, gender, sexual orientation, or disability.

No feuds between people are to be played out on the HonourThem site.

The above harmful content will be removed by HonourThem without discussion.

If the content needs explanation, then we follow a process called Safe Harbour Provisions as set out by the New Zealand Department of Internal Affairs and Department of Justice and the Harmful Digital Communications Act.

9.0 Invasion of Copyright

Only music or videos that link to either Spotify or YouTube will be allowed. The copyright license is therefore run through these specialist websites who protect the copyrights of the artists.

HonourThem will remove all music or videos that breach copyright without discussion.

10.0 User Account and Password Security

If a particular Service requires you to open an account, you will be required to complete the registration process by providing certain information and registering a username and password for use with that Service. You are responsible for maintaining the confidentiality of the username and password and also for all activities that take place under your account. You agree to immediately notify us of any unauthorised use of your password or account or any other breach of security. You may not use another person's account at any time, without the express permission of the account holder.

Given it is your responsibility to ensure your username and password is confidential to you, you agree that you will be responsible to HonourThem™ for all costs, charges and expenses incurred via your username.

11.0 Termination

We have the right to terminate your access to any or all of the Services at any time, without notice, for any reason, including, without limitation, breach of these Website Terms of Use and/or our Terms and Conditions of Supply. We may also at any time, at our sole discretion, discontinue the Website/Services or any part thereof without prior notice and you agree that we shall not be liable to you or any third party for any termination of your access to the Website/Services.

12.0 Third Party Websites

The Website/Services may include links to third party websites that are controlled and maintained by others. Any link to other Websites is not an endorsement of such websites and you acknowledge and agree that HonourThem™ is not responsible for the content or availability of any such sites. If you are an owner of a website which we have provided an external link to, and do not wish for this link to be included, please contact us immediately"

13.0 Intellectual Property Rights

You acknowledge that the Website and its content (including without limitation the Website design, text, graphics and all software and source codes connected with the Website and the Services) are protected by copyright, trademarks, patents and other intellectual property rights and laws and that the Website and its content belong to HonourThem™ or its licensors.

In accessing the Website you agree that you will access its content solely for your personal, non-commercial use. None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without our prior written consent. This excludes the downloading, copying and/or printing of pages of the Website for personal, non-commercial home use only. Without limiting the above and subject to applicable law you may not archive the material or any part of it or form a database whether electronic or otherwise by systematically downloading or storing any or all of the material.

You warrant that you own the content uploaded by you on or through the Website or otherwise have the right to grant the rights and licenses set out in these Website Terms of Use. You warrant that

content uploaded by you does not infringe the rights of any third party, including without limitation, privacy rights and intellectual property rights or breach any applicable laws.

You grant HonourThem™ a world-wide, non-exclusive, transferable, royalty-free licence to use any content and /or photos that you upload to or post on the Website. This licence does not end when you delete your content or your account.

14.0 Disclaimers

Use of the Website and/or Website Services is at your own risk. The Website and/or Website Services are provided on an "as is" and "as available" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

To the extent permitted by law, HonourThem™ will not be liable for any direct, indirect or consequential loss or damage whatsoever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website and/or Website Services.

You agree to indemnify and hold HonourThem™ harmless from and against any breach by you of these Terms and Conditions and any claim or demand brought against HonourThem™ by any third party arising out of your use of the Services and/or any content submitted, posted or transmitted through the Services and/or the Website, including without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses) howsoever suffered or incurred by HonourThem™ in consequence of your breach of these Website Terms of Use.

Materials on this Website published by us or by Users, including on the tributes page, may contain inaccuracies, incorrect information and typographical errors. HonourThem™ does not warrant the accuracy or completeness of any such materials or the reliability of any advice, opinion, statement or other information displayed or distributed through the Website. You acknowledge that any reliance on any such opinion, advice, statement, memorandum, or information shall be at your sole risk. HonourThem™ reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the Website. HonourThem™ may make any other changes to the Website, the materials and the products, programs, services or prices (if any) described in the Website at any time without notice.

Notwithstanding anything to the contrary expressed or implied in these Terms and Conditions and/or the Privacy Policy, and notwithstanding that you may have tendered payment for such Goods and/or Services, we shall not be obliged to provide such Goods and/or Services where the price specified by them is inadvertently or erroneously specified on the Website ("Mistated Price"); we will, however, at your election either (a) refund any monies received from you on account such Mistated Price, or (b) apply such monies towards the actual price for such Goods and/or Services.

15.0 Severance

If any of these Terms of Use should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term shall be severed and the remaining Terms shall survive and remain in full force and effect and continue to be binding and enforceable.

16.0 Assignment

You must not assign, transfer or otherwise deal in any of your rights, powers or obligations under these Website Terms of Use. We may subcontract, assign, transfer or otherwise deal with our rights and obligations under these Website Terms of Use without your consent.

17.0 Change in Control

If we sell or otherwise transfer part of the whole of HonourThem™ or our assets to another organisation, including our database, you agree that your personal information and any other information collected through providing Goods and/or Services to you may be among the items sold or transferred.

18.0 Governing Law

The use of this Website and these Website Terms of Use are to be governed by the laws of New Zealand, and any disputes arising out of the same shall be resolved by the exclusive jurisdiction of the Courts of New Zealand.

19.0 Notification of Changes

All the terms and conditions are subject to change without notice.

20.0 Questions or Comments

If you have any questions or comments about the HonourThem™ Website Terms of Use and/or the way it affects you, please email us at hello@honourthem.co.nz