NCS ACOUSTICS LIMITED

- 1. These Terms of Use apply to NCS Acoustics Limited (NZ Company Number 111961) (NCS Acoustics).
- By accessing, browsing or using this website (Site), you agree to be bound by these terms, conditions and disclaimers as amended from time to time (Terms of Use). Please read these Terms of Use carefully before using this Site.
- 3. These Terms of Use are in addition to any other terms and conditions that apply to the sale of goods or provision of services by NCS Acoustics. If you do not agree to be bound by these Terms of Use, then please immediately discontinue your use of the Site.
- 4. NCS Acoustics may amend these Terms of Use at any time and with effect by posting the amended Terms of Use on this Site. Your continued use of this Site after any amendment becomes effective will constitute your agreement to be bound by these Terms of Use, as amended.

PRIVACY

5. NCS Acoustics may collect, use, store, record and transmit your personal information entered on this Site. For further details, please refer to NCS Acoustics' Privacy Policy [hyperlink]. Your continued use of the Site and the provision of your personal information constitutes your approval for NCS Acoustics to deal with your personal information in accordance with these Terms of Use and the Privacy Policy.

DISCLAIMER

- 6. Although NCS Acoustics has attempted to ensure that all information contained within this Site is accurate at all times, NCS Acoustics does not warrant, guarantee or make any representation regarding the accuracy, adequacy, reliability, completeness or timeliness of the information available or provided (Information), or that it is suitable for your intended use. The Information is provided by NCS Acoustics in good faith on an "as is" basis without warranty of any kind.
- 7. The Information provided is of a general nature only and should not be used as the basis for making any decision, without consulting primary, more accurate, more complete or more timely sources of information.
- 8. The Site may contain historical Information that is not current and is provided for reference purposes only.
- 9. The Information does not constitute professional advice or advice about the suitability of its products for your or any circumstances.
- 10. NCS Acoustics does not warrant or represent that the Information is free from human or mechanical error, technical inaccuracies or other typographical errors or defects. The use of this Site and the Information is at your own risk.
- 11. NCS Acoustics reserves the right to vary or modify the Information contained on this Site, to change or discontinue any feature or part of this Site, to change the hours of availability and the equipment required to obtain access to this Site, without notice and without liability.
- 12. NCS Acoustics makes no warranties, guarantees or representations that the material in this Site will not cause damage or that the material is free from any computer virus or other defects. It is your responsibility to complete a virus and similar checks on any Information downloaded.
- 13. All warranties, representations and implied terms and any liability which may arise in relation to your access to or use of this Site or the Information is expressly excluded to the extent permitted by law.
- 14. NCS Acoustics reserves the right to suspend or terminate your access to the Site at its sole discretion for any reason.
- 15. While NCS Acoustics endeavours to minimise any amount of downtime on this Site, NCS Acoustics does not guarantee that access to the Site will be continuous or uninterrupted.

LIMITATION OF LIABILITY

- 16. NCS Acoustics will in no way be liable to any party for any injury, loss or damage arising out of or related to the use of (or the inability to use) the Information on this Site or the selection of goods or services referring to it. Under no circumstances will NCS Acoustics be liable for any direct, indirect, incidental, special or consequential loss or damage, including loss of programs or data, loss of business, business interruption, or lost profits. If your use of this Site results in the need for servicing or replacing of equipment, NCS Acoustics will not be liable for those costs.
- 17. Where liability cannot be excluded, to the extent permitted by law any liability incurred by NCS Acoustics is limited to the re-supply of the Information on the Site or the reasonable costs of having the Information re-supplied.

COOKIES AND ANALYTICS

- 18. When you browse the Site, contact NCS Acoustics electronically, or engage with NCS Acoustics on social media, NCS Acoustics may record geographical tagging, your IP address and statistical data from your activity. NCS Acoustics may use your personal information to customise and improve your user experience on this Site and other social media platforms.
- 19. This Site also uses cookies throughout certain areas to help automate certain processes. Cookies are set for the duration of your Internet session (when you close your browser, the cookie is removed). A cookie file is placed in your computer's browser to store your preferences, and contains information that you have supplied yourself.
- 20. If you want to delete any cookies that are already on your computer, please refer to the help and support area on your internet browser for instructions on how to locate the file or directory that stores cookies. You do not need cookies enabled on your browser to use this Site.
- 21. NCS Acoustics uses Google Analytics on this Site. Google Analytics uses cookies to help NCS Acoustics analyse how users use the Site. The information generated by the cookie about your use of the Site is transmitted to and stored by Google. To find out how Google uses data when you use third party websites or applications, please see https://policies.google.com/technologies/partner-sites. You may also refuse the use of Google Analytics cookies by opting out from being tracked by Google Analytics with effect for the future by downloading and installing Google Analytics opt-out browser add-on for your current web browser: http://tools.google.com/dlpage/gaoptout?hl=en.

22. A cookie already set by Google Analytics can be deleted at any time via the Internet browser or other software programs. However, please note that if you do this, you may not be able to use all the features of the Site to fullest extent possible.

LINKS TO OTHER SITES

- 23. You may from time to time be able, through hypertext or other computer links, to gain access to other websites operated either by NCS Acoustics, its affiliates (**Linked Sites**) or other third parties (**Third Party Linked Sites**).
- 24. The Linked Sites may have different terms of use.
- 25. Unless otherwise specified, the Third Party Linked Sites are not under NCS Acoustics' control. The Third Party Linked Sites may have different terms of use and may be subject to different laws. NCS Acoustics is not responsible for the content of any Third Party Linked Sites, or any changes or updates to such sites. NCS Acoustics provides these links for your convenience only. You link to any such Third Party Linked Sites at your own risk. NCS Acoustics is not a party to any transaction between you and a Third Party Linked Site. Unless specified, NCS Acoustics does not sponsor, endorse, adopt, confirm, guarantee or approve of any material or representations made in those Third Party Linked Sites.

INTELLECTUAL PROPERTY

- 26. The copyright in the content of this Site is owned by NCS Acoustics and/or its affiliates. All rights reserved.
- 27. You acknowledge and agree that all content, coding, graphics, images, animations and Information available on this Site is protected by copyright, trade mark or other intellectual property rights and laws.
- 28. NCS Acoustics authorises the duplication of materials published by NCS Acoustics on this Site solely in support of NCS Acoustics products in a non-commercial application. Materials copied from this Site shall retain all copyright and other proprietary notices complying with the original material. Any other use including the reproduction, reutilisation, extraction, modification, distribution, transmission, republication or display of the content contained within this Site is strictly prohibited. You expressly acknowledge that your use of the Site does not result in you gaining any right, title or interest to the Information or any other aspect of the Site.
- 29. All trade marks and trade names which appear on this Site are proprietary to NCS Acoustics and/or its affiliates. Use of these trade marks without the owner's consent will infringe the owner's intellectual property rights. Nothing in this Site should be interpreted as granting any rights to use or distribute any names, logos or trade marks except with the express written consent of the respective owner.

SPAM

30. Any publication of NCS Acoustics' email addresses on this Site is to facilitate communications relating to the goods and services supplied by NCS Acoustics. It must not be inferred as consent by NCS Acoustics to receive unsolicited commercial electronic messages.

ACCESS TO PASSWORD PROTECTED/SECURE AREAS

31. The access and use of password protected/secure areas on the Site is restricted to authorised users only. Any unauthorised attempt to access these areas of the Site may be subject to prosecution.

MISCELLANEOUS

- 32. By accessing and using this Site, you agree to submit to the exclusive jurisdiction of the Courts of New Zealand. If you access this Site from other jurisdictions, you are additionally responsible for compliance with local laws.
- 33. If a provision (or part of it) is held to be unenforceable or invalid, then it must be interpreted as narrowly as necessary to allow it to be enforceable or valid.
- 34. If a provision (or part of it) cannot be read down, then the provision (or part of it) must be severed from this Agreement and the remaining provisions (and remaining part of the provision) are valid and enforceable.
- 35. A party may exercise its rights at any time and does not waive those even if that party previously waived a breach or default of all or part of the same or other provision or delayed or omitted to exercise its rights.
- 36. A waiver is only effective if it is signed by the party granting the waiver and only to the extent set out in the waiver.