



# Website Terms of Use and Website Privacy Policy

These Website Terms of Use and Website Privacy Policy were last updated on 15 September 2024

## 1 Use of Website

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- 1.1 **Site:** This Website (the **Website**) is operated by BRANZ Limited (the **Website Owner**). The Website Owner may operate other Websites. These Website Terms of Use (The **Terms of Use**) and Website Privacy Policy apply to other Websites operated by the Website Owner.
- 1.2 **Agreement to be bound:** These Website terms of use (**Terms of Use**) and Our Website Privacy Policy apply to all users of Our Website, whether as an Account User or as a User, and whether just browsing, or purchasing Products from the Website. By using the Website, You confirm that You accept the Terms of Use and Website Privacy Policy and You agree to be bound by them.
- 1.3 **If You do not agree:** If You do not agree to be bound by these Terms of Use or the Privacy Policy, then You must stop browsing, accessing or otherwise using the Website.

## 2 Defined Terms

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- 2.1 In these Terms of Use, the following words have the following defined meanings:
  - (a) "**Account User**" means any User that has completed registration (using an email address and a password).
  - (b) "**Content**" means any software (including Tools), data, information, picture, graphics and other materials published or made available on the Website, including all third party content.
  - (c) "**Intellectual Property Rights**" means any patent, trade mark, service mark, logo, trade name and business name (including rights in goodwill), copyright, moral rights, rights to any design, drawings, graphics, documents, data, ideas, procedures, calculations, rights in or to internet domain names, know-how, rights in or to confidential information (including trade secrets) and any other Intellectual Property Rights, whether or not registered and any similar rights worldwide.

- (d) "**Products**" means all goods and services relating to building and construction being offered through this Website, including electronic and/or hardcopy information and resources ranging from books, research reports, technical papers, bulletins, webinars and other information.
- (e) "**Terms of Sale**" means the Terms of Sale which apply to the purchase of any Products by You.
- (f) "**Tools**" means any of the data, software, tools, maps, or calculators available for use on, or downloaded from, the Website (including any third-party Tools).
- (g) "**User**" means any user of the Website, including an Account User.
- (h) "**We**", "**us**" and "**our**" are a reference to the Website Operator.
- (i) "**Website**" has the meaning given to that term in clause 1.1.
- (j) "**You**" and "**your**" are a reference to You, a User or Account User.

### 3 Conduct of Users

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- 3.1 Your conduct: In accessing and using the Website whether as a User or an Account User, You acknowledge and agree that You will not do any of the following:
- (a) access or use any of the Website or its Content for the purposes of competing with Us;
  - (b) access or print material from the Website for any commercial purpose, unless we expressly authorise You to do so;
  - (c) on-sell any information or Content obtained from the Website without Our prior permission;
  - (d) provide Us with information that is inaccurate, misleading or false;
  - (e) post or transmit any Content that is or is reasonably likely to be Unacceptable or breaches any applicable law or regulation;
  - (f) abuse, harass, stalk, threaten, breach the confidence of or otherwise violate the rights (such as rights of privacy and publicity) of others;
  - (g) post or transmit Content that infringes the Intellectual Property Rights of any person;
  - (h) access an account, without authority, that is not Your own or impersonate any other User or Account User;
  - (i) manipulate, access or otherwise interfere with, without authority, any part of the Website, or post or transmit any Content that contains any virus, malware, spyware or other destructive component;
  - (j) conduct, facilitate, authorise or permit any artificial intelligence, text or data mining or web scraping from the Website, including (without limitation) any automated device, programme, tool, algorithm, or code to access, copy, monitor, or republish any part of the Website, including Content or Products;

- (k) conduct, facilitate, authorise or permit the use of any Content from the Website in any artificial intelligence programme;
- (l) post or transmit any unsolicited advertising, promotional materials or any other forms of solicitation, unless expressly authorised by Us; or
- (m) engage in any other conduct that otherwise breaches these Terms of Use.

## 4 Specific Terms for Account Users

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- 4.1 **Account Users:** Clause 4 applies to Your use of the Website as an Account User. If You are not an Account User, then the terms in clause 4 do not apply to You.
- 4.2 **Registering:** To become an Account User of the Website, You must complete the applicable online registration form, which will include creating a user login and password. By completing the registration process and/or accessing the Website as an Account User, You are stating that You agree to be bound by the specific terms for Account Users, in addition to the other terms, in these Terms of Use and the Website Privacy Policy, without qualification. We reserve the right to reject any application to be an Account User.
- 4.3 **Artificial Intelligence:** You must not conduct, facilitate, or permit any artificial intelligence or other non-human user to register as an Account User without Our permission.
- 4.4 **Details:** You confirm that any information You provide to Us relating to You through the Account User registration process, or after registration, is current, complete and accurate at the time You provide it is not misleading or deceptive, or likely to mislead or deceive. If Your details change while You are an Account User, You agree to update such information in a timely manner (which can be completed by logging onto the Website).
- 4.5 **User ID and password:** You must ensure that Your user ID and password is kept secure and confidential and not revealed to any other person. You are entirely responsible for all activities that occur through the use of Your user ID and password. You must notify Us immediately of any unauthorised use of Your user ID and password or any other breach of security. Following any unauthorised use, You will cease using that password and create a new different password. You indemnify Us, Our directors, officers, employees, contractors and agents against any costs, expenses and damages incurred in connection with any claim arising from any reasonable reliance by Us on any use of Your user ID and/or password, including Us disclosing information relating to Your being an Account User.
- 4.6 **Communications:** Where, on registering as an Account User or subsequently, You indicate that You wish to receive email communication from Us, We may continue to communicate with You using such technology until You indicate otherwise. These communications may include information about Our Products and Your purchase of any Products, features of the Website, notices about applicable fees and charges, transactional information and other information related to the Website. You may opt-out of receiving email communication at any time by using the unsubscribe link in any email.
- 4.7 **Termination:** You may cancel Your account membership at any time through deleting Your account in the profile section of Your account. We reserve the right in Our sole discretion to terminate Your membership at any time.

## 5 Transactions

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- 5.1 **BRANZ Shop and Website:** The Website provides impartial evidence-based advice on critical issues in building and construction in New Zealand, and Products for sale.
- 5.2 **Transactions:** Where an Account User purchases a Product, a contract will be formed between that User and Us, and Our Terms of Sale will apply.
- 5.3 **At Your own risk:** All information and Products provided on or through the Website are intended to be general in nature, and are provided to You on an “as is” basis. We do not:
- (a) give any assurances that any information contained on the Website or in any Products will be suitable for Your purposes; or
  - (b) warrant the accuracy, correctness, reliability and completeness of any information provided in, or obtained through, Your use of the Website or the Products.
- 5.4 **Obligations as an Account User or User:** If You purchase Products via the Website (as an Account User) You must complete the transaction in the manner specified including by making full and prompt payment.

## 6 Intellectual Property Rights

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- 6.1 All the Intellectual Property Rights in the Website and Content (excluding any third party Content), including in any modifications or enhancements to the Website and Content are Our property or the property of Our related entities.
- 6.2 Unless expressly prohibited, You may access and/or print material from the Website, provided it is used for Your own personal or internal business use. Any authorised reproduction of materials or information published on or provided through the Website must be accompanied by an acknowledgment and assertion of Our copyright, and other Intellectual Property Rights, in those materials and/or information.
- 6.3 The various trade marks that appear on the Website (excluding any third party trade marks) are the property of Us or related entities. You must not use any of Our trade marks without Our express written consent.

## 7 Specific Terms for Use of the Tools

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- 7.1 Use of the Tools: In relation to the Tools, You agree that:
- (a) We grant You a non-exclusive, non-transferable licence to use the Tools for Your personal or internal business purposes strictly in accordance with any information, guidance, or other material (if any) associated or provided with the Tools.
  - (b) The Tools provide general information. They are not a substitute for professional, or any other specialist advice of any kind.
  - (c) We do not warrant the accuracy, correctness, reliability and completeness of any information, formulae, or calculation provided through the use of the Tools (together referred to as Calculations). We do not undertake to keep any data, underlying assumptions, or information used in the Tools updated.

You acknowledge the results from any Calculations are for informational purposes only, and that the assumptions used and figures generated are for purposes of illustration and reference only, and are subject to change depending on a variety of factors, which may not have been taken into account in the computation.

- (d) You agree that You will not rely solely on the Calculations and will carry out Your own enquiries (other than by using the Tools) to verify the accuracy, correctness, reliability, and completeness of the Calculations.
  - (e) You will not cause or permit the reproduction, reverse engineering, disassembly or decompilation of the Tools (including through any artificial intelligence).
- 7.2 The Tools and their outputs do not endorse, recommend, or market any particular product or service. They provide objective assessments and are not to be construed as professional or other specialist advice of any kind.
- 7.3 Our Liability in relation to the Tools: Our Disclaimer, Limitation of Liability, and Indemnity clauses (contained at clause 8 of the Terms of Use) apply to Your use of the Tools. Please read these carefully.
- 7.4 Indemnity in relation to the Tools: You will take all necessary action to defend and indemnify Us and Our directors, officers, employees, agents and contractors against all loss and damages suffered or incurred directly, or indirectly connected with Your use of the Tools.

## **8 Disclaimer, Limitation of Liability, Indemnities and Warranties**

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- 8.1 **Disclaimer:** Any Content on this Website (including, but not limited to the Tools) is provided for general information only. While We make reasonable efforts to ensure any Content or information is accurate and up to date, it is not intended to amount to advice. You must obtain professional or specialist advice before taking, or refraining from taking, any action on the basis of any Content or other information contained on this Website. We do not give any assurances that any Content or other information contained on the Website will be suitable for Your purposes or warrant the accuracy of any Content contained on the Website.
- 8.2 **Exclusion of Liability:** We do not accept any responsibility or liability to any party for any loss arising directly or indirectly from, or connected with Your, or any third-party's use of this Website or any reliance on information contained in it. That loss includes any direct, indirect, incidental, or consequential loss suffered including any loss of profit, income or any intangible losses or any claims, costs, expenses (including legal expenses and related costs) or damage, whether in contract, tort (including negligence), equity, statutory liability (to the extent allowed to be excluded) or otherwise. This includes (without limitation) any liability:
- (a) in relation to Your access, and use of the Website including if the Website is unavailable (in whole or in part) or performing slowly;
  - (b) in connection with any errors or omissions in any Content (including the Tools), information or material made available on, or through the Website;

- (c) in relation to any Product purchased by an Account User from or through the Website;
  - (d) resulting from any breach of these Terms of Use by any Account User or User.
- 8.3 **Indemnity:** You will take all necessary action to defend and indemnify Us and Our directors, officers, employees, agents and contractors against all loss and damages suffered or incurred in connection with any claim brought by a third party against Us arising from a breach by You of these Terms of Use or the Website Privacy Policy.
- 8.4 **Warranties:** Warranties, conditions or obligations may be implied or imposed by the Consumer Guarantees Act 1993 (**CGA**), which cannot be excluded, restricted or modified. This clause is not intended to limit Your rights under the CGA, except where You use the Website for business purposes, in which case We, expressly contract out of all provisions of the CGA. If You are using this Website for business purposes You agree that the CGA does not apply.

## 9 Linked Sites

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- 9.1 **Third parties:** The Website may contain links to other third party websites (**Linked Sites**). Linked Sites may also be located through using the search function on Our Website. Linked Sites are not operated, controlled, or maintained by Us and are provided for Your convenience to help You find sites containing information, Products or services that may be of interest to You. The inclusion of any link does not imply Our endorsement of the Linked Sites or any association by Us with their business or owners.
- 9.2 **Exclusion of Liability:** You access Linked Sites at Your own risk and to the maximum extent permitted by law We will not be:
- (a) responsible for the availability, Content, security, policies, or practices of any Linked Sites; or
  - (b) liable for any loss or damage (including direct, indirect, incidental, or consequential loss suffered including any loss of profit, income or any intangible losses or any claims, costs, expenses (including legal expenses and related costs) or damage, whether in contract, tort (including negligence), equity, statutory liability (to the extent allowed to be excluded)) or otherwise suffered by You from accessing, using, relying on, or trading with any third parties.
- 9.3 **No approval:** Any link to a Linked Site does not constitute sponsorship, endorsement, or approval by Us of the Content, policies, or practices of such Linked Sites

## 10 General

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- 10.1 **User-Generated Content:** This Website may contain Content uploaded by users. Any Content posted by users has not been verified or approved by Us. Any views expressed by Users on this Website do not necessarily represent Our views.
- 10.2 **Suspension and termination:** Without prejudice to any other rights and remedies available to Us, if We consider that You have breached these Terms of Use, We may immediately and without written notice to You, suspend or

terminate Your access to the Website (or any part of the Website). On suspension or termination, You must immediately cease using the Website and must not attempt to gain access to the Website.

- 10.3 **Amendments:** We reserve may make changes to the right to change these Terms of Use, Terms of Sale and Our Website Privacy Policy (**Amendments**) at any time. Any Amendments will be posted on this page on the Website (and the "last updated" date will be updated). By continuing to access the Website You agree to be bound by the Amendments. We recommend You regularly review these Terms of Use and the Website Privacy Policy to see any updates or changes to Our Terms of Use, Terms of Sale, or Website Privacy Policy.
- 10.4 **Updates:** We reserve the right to update and amend any information on the Website at any time. We do not warrant that You will have continued access to the Website. We do not guarantee that Our Website, or any Content on it will always be available. We may suspend or withdraw the availability of Our Website for business or operational reasons.
- 10.5 **Links:** If You wish to provide a hypertext or other link to the Website, You must first contact Us for Our permission. We may or may not, in Our sole discretion, provide consent.
- 10.6 **Law:** These Terms of Use are governed by and will be construed in accordance with the laws of New Zealand. You submit to the exclusive jurisdiction of the courts of New Zealand.
- 10.7 **Contact:** please contact Us by email at [branz@branz.co.nz](mailto:branz@branz.co.nz) when You have any questions or concerns in relation to the Website or these Terms of Use.

**Website Terms of Use Ends**

# Website Privacy Policy

This policy was last updated on 15 September 2024

## 1 Purpose

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**Policy:** This Website Privacy Policy (**Website Privacy Policy**) applies to all users of the Website and should be read in conjunction with the Terms of Use.

**Purpose:** The purpose of this Website Privacy Policy is to let Users and Account Users (you and your) know when we collect personal information and what we do with it. We do not use, share or transfer personal information except as set out in this Website Privacy Policy. When we talk about "personal information", we are referring to information that identifies you as an individual or relates to an identifiable individual.

**Defined terms:** Where a defined term is used in this Website Privacy Policy, but that term is not defined in this Website Privacy Policy, then such term will have the meaning given to it in the Terms of Use.

## 2 Data Collection

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**No disclosure required:** The Website can be viewed without the need for you to disclose any personal information to us.

**Subscription:** If you wish to become an Account User then you must complete the online registration form which requires that you disclose a limited amount of personal information.

**Types of data we collect:** We may collect, store and use the following types of data about you from the Website:

- a) personal information about you, provided by you at the time of registering as an Account User which includes, but is not limited to, your name, address, email address, occupation, and any other such personal information that you provide to us through your interactions with us; and
- b) aggregate technical information, which tracks traffic to the Website, which includes, but is not limited to, your device identifier, server address, IP address, domain (whether you are accessing the Website from New Zealand or elsewhere), the platform you are using,
- c) browsers used when accessing the Website (including version), your search terms, pages accessed on the Website, links that are clicked on, date and time of Website visits, your operating systems, and any other technical information relating to your use of the **Website**.

**Sources of data collection:** We may collect and hold personal information about you from the following sources:

- a) provided by third parties authorised by you;
- b) you, by filling in the registration form when you subscribe as an Account User;
- c) indirectly, through your use of the Website, including by automated technologies and interactions;



- d) through your interaction with our administrators, such as by telephone or email; and
- e) through cookies (see clause 5 below) and Analytics (see clause 5 below).

### **3 Disclosures of your data**

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**Disclosure:** We will not disclose personal information we hold about you to any third party except as set out in this clause 3.

**Audit or recertification processes:** We may share your personal information to third parties for the purpose of audit or recertification processes required by Us. This may include to external audit or recertification bodies for the purpose of any audit or recertification process we are required to complete. We will use best endeavours to ensure that any personal information is protected against any unauthorised use.

**Legal obligations:** We may share information about you with a third party if we believe that sharing is reasonably necessary to:

- a) comply with any applicable law, regulation, legal process or governmental request, including to meet national security requirements, and our service providers and any audit and recertification bodies may also do this;
- b) enforce our agreements, policies and terms;
- c) protect the Intellectual Property Rights of any person;
- d) protect the security or integrity of the Website and our related services;
- e) protect us, you or the public from harm or illegal activities;
- f) support the provision of Products or services to you or to otherwise create and maintain our database and business records generally.

**Sale of our business:** In the event that we propose to sell the business or any of our assets, or merge with another entity, we may provide your personal information as part of a database to a prospective buyer or merger partner solely so that they can consider the purchase of the business or merger. Should we proceed to sell or merge the business (or a material part of it) we may provide your personal information as part of that sale or merger so that the purchaser or merger partner can continue to operate the business and contact you about plans for the business.

**Service providers:** We work with third party service providers who provide hosting, maintenance, backup, storage, infrastructure, payment processing, analysis, marketing and other services for us, which may require them to access information about you. If a service provider needs to access information about you to perform services on our behalf, they do so under instruction from us, including abiding by policies and procedures designed to protect your information. Some of these service providers may be located in countries other than yours or ours.

**Sharing with related entities:** We may share your personal information with related entities, including affiliated entities and subsidiaries for genuine business reasons, including (but not limited to) improving our services, internal reporting requirements, or general improvements to our policies and procedures.

## 4 Use of your data

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### **We process and use the data we collect for the following purposes:**

- a) to hold your personal information on our system and to contact you as necessary including:
- b) to enable you to access and use our Website;
- c) to send periodic emails you have subscribed to through your nominated email address or that we believe may be useful to you;
- d) to respond to any queries, comments, applications or process orders you have sent to us; and
- e) to investigate any complaints relating to the misuse of the Website or its functionality;
- f) to allow us to administer and manage your access to our Website, including verifying your identity and assisting you if you forget your user ID and/or password;
- g) to monitor, develop and improve the Website and ensure that Content on the Website is relevant, of interest to you and presented in the most effective manner for you;
- h) to monitor who is accessing the Website or using the services offered on the Website including for marketing or internet security purposes – this information may be shared with trusted third party service providers;
- i) to update and maintain our records, including details of people that have accessed our systems and Website;
- j) to administer any promotions, surveys and other services;
- k) we may, from time to time, anonymise data and use it in a manner in which you cannot be identified so we can understand how our Website is used; and
- l) for any other purpose that you authorise.

## 5 Cookies and Tracking

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**Cookies:** We may use a "cookie" file, tracking pixels and other technologies containing information that can identify the computer, smartphone or other web-enabled device that you are working from.

**Usage:** We may use the information generated by cookies, tracking pixels and other technologies to:

- a) ensure any advertising is being shown to the most appropriate person and limit the frequency of display for certain ad formats;
- b) enable you to enter the Website and use certain services as an Account User without having to log on each time and to visit Account User only areas of the Website; and
- c) enable us and our partners/sponsors to serve targeted advertising to you whether on our Website or elsewhere.

**Turn-off cookies:** The browsers of most computers, smartphones and other web-enabled devices are usually set up to accept cookies. If your browser preferences allow it, you can configure your browser to accept all cookies, reject all cookies, or notify you when cookies are set. Each browser is different, so check the "Help" menu

of your browser to learn about how to change your cookie preferences. You do not need to have cookies turned on to use the Website in general, but you may need them for any customisable areas that we have now or in the future. Please remember that cookies are often used to enable and improve certain functions on our Website. If you choose to switch certain cookies off, it may affect how the Website works and you may not be able to access all or parts of the Website.

**Analytics:** We may use Google and/or other analytics website measurement software and systems to assist in tracking traffic patterns to and from our Website, aggregating anonymous information about visits to our Website, and randomly and anonymously surveying users of our Website (the system). The system is used to collect information on our network such as the number of page views, the number of unique visitors, how long these visitors spend on the Website when they do visit, and common entry and exit points into and from the Website. Random anonymous surveys are also used to collect further information about you. This non-personal information is aggregated using the system and then used by us in our analysis of the Website.

The analytics data is also accessible by media organisations and research companies for the purpose of conducting industry comparisons with other websites. All our pages are coded with a small piece of analytics code that is transparent to Us when you read that page. The software stores a cookie in your browser (if you have enabled cookies) which contains a unique identifier to allow us to track the number of unique visitors to the Website.

This information is collected and aggregated by the system and in no way can you be identified personally, and no personal information is stored about you.

## **6 Linking and Third-party Websites**

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**Linked sites:** The Website may contain links to other third-party websites (**Linked Sites**). Linked Sites are not operated, controlled, or maintained by us and are provided for your convenience only to help you find sites containing information, products or services that may be of interest to you. The inclusion of any link does not imply our endorsement of the Linked Sites or any association by us with their business or owners.

We are not responsible for the data protection/privacy/cookie usage policies of any Linked Sites and those sites may not follow the same privacy policies as us. We recommend that you check any relevant privacy policies of such Linked Sites before providing your personal information to any third party.

## **7 Security**

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While we use reasonable safeguards to protect your personal information against theft, loss or unauthorised access, use, modification, disclosure or disposal, no data transmission over the Internet can be guaranteed to be completely secure. We cannot ensure or warrant the security of any information you transmit or receive through the Website. These activities are conducted at your own risk.

## 8 Opting in and Opting Out

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**Changes:** If our intended collection, use or disclosure of your personal information is outside the collection, use or disclosure set out in this Website Privacy Policy we will give you the option to: opt out and not receive certain services or participate in certain interactive areas; or opt in to agree to be contacted by us in relation to certain matters such as notification of new features to the Website and/or promotional activities.

**Unsubscribe:** You may opt out of receiving certain types of communications from us by utilising the unsubscribe function in communications sent to you. Any emails we send you will also always contain a link at the bottom enabling you to edit your email setting or be removed from our general mailing list. If you elect not to receive emails or ask to be removed from a mailing list, we may still send you emails where it is necessary to provide you with details of any transactions you have completed via the Website, or changes to our services or the way the membership or Website is to operate.

## 9 Holding, accessing and correcting

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**Privacy Act:** Under the New Zealand Privacy Act 2020 (the Act), you have rights of access to and correction of personal information that we hold. For information about the Act and how it protects the personal information of individuals in New Zealand, see here (<https://www.privacy.org.nz/>).

**Access:** You have the right to request access to your personal information. This enables you to receive a copy of the personal information we hold about you.

**Correction:** You have the right to request correction of any of your personal information provided to us, at any time and as often as necessary. We rely on Account Users to update or correct their personal information whenever necessary. We offer the ability for Account Users to correct or change their personal information online at any time and as often as necessary. This enables you to have any incomplete or inaccurate information we hold about you corrected or updated.

**Contact us:** please contact us at [branz@branz.co.nz](mailto:branz@branz.co.nz) when you would like to access the personal information relating to you that we have stored, or to request correction of such personal information, or if you have any concerns regarding this Website Privacy Policy,

**Cost:** You will not usually have to pay a fee to access your personal information (or to exercise any of the other rights). We may charge a reasonable fee where permitted by law if your request is clearly unfounded, repetitive or excessive.

**Verifying your identity:** We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal information (or to exercise any of your other rights). This is a security measure to ensure that personal information is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

**Privacy Commissioner:** If you are not satisfied with our response to any privacy-related concern you may have, you can contact the Privacy Commissioner.

## **10 Changes to Website Privacy Policy**

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We may change this Website Privacy Policy (Amendments) at any time. Any Amendments will be posted on this page on the Website (and the “last updated” date will be updated). By continuing to access the Website, you agree to be bound by the Amendments. We recommend you regularly review this Website Privacy Policy to see any updates or changes to our Website Privacy Policy.