

Website Terms and Conditions
General Terms of Use
Version 1.0: 6 November 2015

Art Money New Zealand Limited
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Tel 0800 004 682

1. Definitions and terminology

1.1 In these terms and conditions:

- (a) a reference to "we", "us" and "our" (or any similar expression) is a reference to Art Money New Zealand Limited.
- (b) a reference to "you" or "your" or "user" (or any similar expression) is a reference to any person that accesses this website (including any hyperlink on this website) for any reason whatsoever;
- (c) the singular includes the plural and vice versa;
- (d) headings are for convenience only and do not affect interpretation;
- (e) other grammatical forms of defined words or expressions have corresponding meanings;
- (f) a reference to a party to this document includes that party's successors and permitted assigns;
- (g) a reference to a user, party or person includes an individual, company, legal entity or body of persons and words implying natural persons include partnerships, bodies corporate and associations;
- (h) a reference to a deed, document or agreement includes that deed, document or agreement as novated, amended, altered or replaced;
- (i) a reference to anything includes the whole or any part of that thing and a reference to a group of things or persons includes each thing or person in that group;
- (j) a reference to legislation or statutory instrument or a provision of any legislation or statutory instrument includes modifications or re-enactments of the legislation or statutory instrument, or any legislative or statutory provision substituted for, and all legislation and statutory instruments and regulations issued under the legislation; and
- (l) the words "include", "including", "for example" or "such as" are not used as, nor is it to be interpreted as, a word of limitation and when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

2. Acceptance / amendment of terms and conditions

- (a) In using this website, you agree to be bound by these terms and conditions. We may need to amend these terms and conditions from time to time. Amendments will be effective immediately upon update on this website. Your continued use of the website following such amendment will represent an agreement by you to be bound by the terms and conditions, as amended from time to time.
- (b) These website terms and conditions apply to the general use of this website by you. Despite any other provision in these terms and conditions to the contrary these terms and conditions are not intended to, nor do they, govern the contractual relationship between:
 - (i) Art Money and a customer that has or proposes to obtain a loan from Art Money in order to purchase art being sold by a participating Art Gallery; or
 - (ii) Art Money and a participating Art Gallery in relation to these arrangements.

For a customer that has or proposes to obtain a loan from Art Money in order to purchase art being sold by a participating Art Gallery, only the terms and conditions of the *credit contract* with Art Money are made available to the Customer via this

website. Art Galleries seeking to participate in the Art Money program will be provided with a copy of the proposed terms by Art Money at an appropriate time as part of their application process.

3. Accessing this website

- (a) You must take your own precautions to ensure that the process and equipment which you use for accessing this website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer / system. For the avoidance of doubt, we do not accept responsibility for any interference or damage to your computer / system that arises from or in connection with your use of this website or any linked website.
- (b) This website is hosted on a server that is located in New South Wales, Australia. We do not represent that we are permitted to provide the services that are provided on this website in any jurisdiction other than the jurisdiction you are located in, from which this website may be viewed. You must ensure that your access to or use of this website is not illegal or prohibited by laws which apply to you.
- (c) Access to this website may be terminated at any time by us without notice.

4. Copyright

Copyright in this website (including text, graphics, logos, icons, sound recordings and software) is owned by or licensed to us. Other than for the purposes of, and subject to the conditions prescribed under, the Copyright Act 1968 (Cth) and the Copyright Act 1994 (NZ) and similar legislation which applies in your location, and except as expressly authorised by these terms and conditions, you may not in any form or by any means:

- (a) adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of this website; or
- (b) commercialise any information obtained from any part of this website, without our consent.

5. Trade marks

- (a) Except where otherwise specified, any word or device to which is attached the ™ or ® symbol is a registered trade mark.
- (b) If you use any of our trade marks in reference to our activities, products or services, you must include a statement attributing that trade mark to us. You must not use any of our trademarks:
 - (i) in or as the whole or part of your own trademarks;
 - (ii) in connection with activities, products or services which are not ours;
 - (iii) in a manner which may be confusing, misleading or deceptive; in a manner that disparages us or our information, products or services (including this website).

6. Linked websites

- (a) This website may contain links to other websites. Those links are provided for convenience only and may not remain current or be maintained. We are not responsible for the content or privacy practices associated with linked websites.
- (b) Our links with linked websites should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those linked websites (and vice versa), or of any information, graphics, materials, products or services referred to or contained on those linked websites, unless and to the extent expressly stated to the contrary in this website.

7. Governing law

These terms and conditions are governed by the laws in force in New Zealand. In using this site, you agree to submit to the non-exclusive jurisdiction of the courts of New Zealand and you waive any right to object to an action being brought in those courts, including on the basis of an inconvenient forum or those courts not having jurisdiction.

8. Severability

A provision of these terms and conditions that is illegal, invalid or unenforceable in a jurisdiction is ineffective in that jurisdiction to the extent of the illegality, invalidity or unenforceability. This does not affect the validity or enforceability of that provision in any other jurisdiction, nor the remainder of this document in any jurisdiction.

9. Interpretation

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, these terms and conditions or any part of it.

10. To return to the website

To return to the website, click where indicated below.