

Terms of use

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE

1. Website terms of use

1. This website www.localcover.com (Website) is operated by LocalCover Worldwide Limited (LocalCover Worldwide, we, our, us). "You", and "your" refers to the person (including a company) using the Website.
2. Your access and use of the Website is conditional upon your acceptance and compliance with the terms, conditions, notices and disclaimers contained in this document and elsewhere on the Website (collectively, the Terms). Your use of some parts or features of the Website may be governed by additional terms and conditions. Where this is the case those additional terms and conditions:
 1. will apply to your use of such parts of the Website or features in addition to these terms and conditions; and
 2. will prevail over these Terms to the extent of any inconsistency.
3. These Terms relate to the Website and do not vary the terms and conditions of any LocalCover warranty purchased by you from LocalCover Retailers (Contracts).
4. We reserve the right to amend these Terms at any time without notice. You should visit this page periodically to review the Terms.
5. Your use and continued access to the Website constitutes an agreement by you that you accept and agree to abide and be bound by these Terms and any amendments. Should you object to any of these Terms or any amendments your only recourse is to immediately discontinue your use of the Website. If you violate any of these Terms, we may terminate your right to use and access the Website without notice.

2. Intellectual property rights

1. The content of this Website, including all information, data, text, graphics, images, video, audio, software, advertisements and other content and material (Material), is and remains at all times our property and or the property of our licensors and is protected by international copyright law.
2. The Material is for your personal use only (including about Contracts). You may download a single copy of the Material, keep a temporary copy in your computer's cache and make a single hard copy. The Material may not otherwise be used, copied, reproduced, published, framed, stored in a retrieval system, altered, licensed or transmitted in any form or by any means, in whole or part, unless expressly provided for in the Website or expressly authorised in writing by us.
3. All names, logos and trademarks are our property or the property of third parties. Nothing on the Website should be construed as granting any licence or right to use any name, logo or trademark without our express prior permission or that of the relevant owner.

3. Your use of the Website

1. You must not use the Website in any manner or for any purpose that is unlawful, or in any manner that violates any of our rights, or that is prohibited by the Terms. In particular, it is a condition of your use of and access to the Website that you do NOT do any of the following:
 1. disrupt or interfere with the Website or any servers, software, hardware or equipment connected to or via the Website;
 2. restrict or inhibit any other user from using or enjoying the Website;
 3. distribute or transmit any Material of any kind which contains a virus or other harmful component; or
 4. violate any Applicable Law relating to your use of the Website.
2. In these Terms, Applicable Law in relation to any person, action or thing means the following in relation to that person, action or thing:
 1. any law, rule or regulation of any country (or political sub-division of a country);
 2. any obligation under any licence in any country (or political sub-division of a country);
 3. any lawful and binding determination, decision or direction of a regulator in any country (or political sub-division of a country).

3. You may be asked to enter certain details in connection with the purchase or registration of LocalCover warranties. You must provide accurate, complete and up-to-date purchase or registration information, as requested. It is your responsibility to inform us of any changes to your information. You must not impersonate another person or purchase or register a LocalCover warranty for any person other than yourself or purchase or attempt to purchase a LocalCover warranty for use in a country or state where it is not offered or able to be offered. We may at any time request a form of identification to verify your identity.

4. User-supplied content

1. In respect of any data, text, information and other content or material uploaded, sent or communicated by you or on your behalf to the Website (Content), you acknowledge and agree that you are responsible for:
 1. the suitability, accuracy and legality of the Content; and
 2. the back up of the Content and any other data or files.
2. You authorise and license us to copy, reproduce, communicate, distribute, perform and display the Content to provide the Website and any associated services to you.
3. You warrant that the Content:
 1. complies with all Applicable Laws;
 2. is accurate and complete and not false, misleading, deceptive or defamatory;
 3. does not infringe any intellectual property rights or other rights of any entity or person;
 4. is not damaging to our servers or any other servers on the internet; and
 5. does not contain any computer program, Trojan, virus or other code which is not intended to serve a legitimate purpose and which is harmful, destructive or disabling or which assists in or enables theft, alteration, denial of service, unauthorised access to or disclosure, destruction or corruption of information, data or software.

5. Security of information

1. Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. We will take reasonable precautions to ensure that information you provide to us is stored securely, but to the extent permitted by law we accept no liability for any misuse, interference, loss or unauthorised access, modification or disclosure that occurs in respect of your information despite our precautions. While we strive to protect such information, we do not warrant and cannot ensure the security of any information which you provide to us. Accordingly, any information which you transmit to us is transmitted at your own risk. You agree that you will not share any password that we may provide to you, let anyone else access your account information, or do anything that might put the security of your account at risk. You are wholly responsible for all activities which occur under your password or account information. You must notify us immediately if you become aware of any unauthorised use of your password or account information. You must not permit your password or account information to be used by or transferred to any other person. We reserve the right to suspend your account or remove your username or similar identifier in respect of your account if appropriate. You acknowledge sole responsibility for and assume all risk arising from your use of this Website.

6. Indemnity

1. You indemnify us against any losses, liabilities, costs, expenses or third party claims incurred or suffered by or made against us in connection with, or arising directly or indirectly as a result of, your use of or access to the Website, Material or Content or any breach or violation of these Terms.

7. Links and Advertisements

1. The Website may contain hyperlinks and other pointers to internet websites operated by third parties ("**Linked Sites**"). The Linked Sites are not under our control, and we are not responsible for the contents of any Linked Site or any hyperlink contained in a Linked Site. We provide these links to you as a convenience only and the inclusion of any link does not imply our endorsement of the Linked site. You link to a Linked Site entirely at your own risk. Unless expressly stated, we are not a party to any transaction between you and a Linked Site.
2. The Website may also contain third party advertisements (that may or may not contain embedded hyperlinks or referral buttons to Linked Sites). The display of such advertising does not in any way imply our endorsement or recommendation of the relevant advertiser, its products or services or any such Linked Site. You are referred to the relevant advertiser for all information regarding the advertiser and its products and services. To the extent permitted by law we accept no responsibility for any interaction between you and the relevant third party and we are released from any liability arising out of or in any way connected with such interaction.

8. Cookies

1. During your use of the Website, we may issue to and request from your computer blocks of data known as "cookies". By using this Website, you authorise us to issue such cookies to your computer.

9. Disclaimer

1. To the extent permitted by law, and subject to clause 9.2:
 1. this Website and all Material are provided on an "as is" basis without any representations, warranties or guarantees of any kind;
 2. all statutory and implied warranties, conditions and guarantees, of any kind, including but not limited to warranties, conditions and guarantees of merchantable or acceptable quality and fitness for a particular purpose are expressly excluded and disclaimed;
 3. We, and our directors, employees and suppliers, do not warrant or make any representations regarding:
 1. the correctness, accuracy, timeliness, completeness, reliability, quality or otherwise of the Material;
 2. the compliance of the Material with any Applicable Laws; the use of the Material to comply with any Applicable Laws or your obligations under Applicable Laws; or
 3. the storage, backup, integrity or security of the Content.

The use of the Website and the Material is at your own risk.

4. We, our directors, employees and suppliers, do not warrant that your access to the Website, Material or Content will be uninterrupted or that the Website will operate error-free, that any defects will be corrected or that this Website, Material, Content or their servers are free of computer viruses and other harmful data, code, components or other material;
 5. We, our directors, employees and suppliers, do not warrant that they and we will be able to prevent any illegal, harmful or inappropriate use, modification or alteration of the Website, Material or Content, or that they will give notice of such use, modification or alteration; and
 6. if your use of the Website or the Material results in need for servicing or replacing equipment or data (including the Content), we, our directors, employees and distributors are not responsible for those costs.
2. Clause 9.1 does not exclude any statutory or implied condition, warranty, representation or guarantee which it is prohibited to exclude under the applicable laws of any jurisdiction.
 3. You agree that you have not relied on any information or advice given or statement or representation made (whether negligently or not) by us or any person purporting to represent us about this Website or the Material. You acknowledge that it is your responsibility to seek independent advice regarding the contents of this Website including any Material, and your obligations under and compliance with Applicable Laws.

10. Limitation of Liability

1. Subject to clause 9.2, to the extent permitted by law, we, our directors, employees, suppliers and agents will not be liable for any direct, indirect, consequential, special, incidental, exemplary, or punitive loss or damages of any nature whatsoever, including any loss of profit, revenue, opportunity or goodwill, or loss or corruption of data, arising directly or indirectly under or in any way in connection with these Terms, the Website, the Material or their use, whether in contract (including under any indemnity or warranty), tort (including negligence), in equity, under statute or otherwise, and whether or not reasonably foreseeable or actually in the contemplation of the parties.
2. To the extent permitted by law, our liability and the liability of our directors, employees, suppliers and agents under any condition, warranty or guarantee which cannot by law be excluded is limited at our option to the following:
 1. in the case of services:
 1. the supply of the services again; or
 2. the payment of the cost of having services supplied again; and
 2. in the case of goods:

1. the replacement of the goods or the supply of equivalent goods;
 2. the repair of such goods;
 3. the payment of the cost of replacing the goods or acquiring equivalent goods; or
 4. the payment of the cost of having the goods repaired.
3. If a jurisdiction does not allow the exclusion or limitation of liability under clause 9.2 but allows a limitation to a certain maximum extent, then liability is limited to that extent.

11. Suspension and termination

1. We may suspend your access to the Website and Materials at any time without notice if it is necessary to perform maintenance on the Website or related systems or to protect the safety or security of the Website, its users or us or to ensure the proper operation of the Website.
2. We may terminate these Terms and your access to the Website and Materials at any time without notice. In the event of termination you must immediately cease accessing and using the Website and Materials and (at our option) return any hard copies of the Material to us or destroy any hard copies and any other electronic copies of the Material within your control or possession. All restrictions imposed on you and all disclaimers, indemnities and limitations of liability set out in these Terms will survive.

12. Miscellaneous

1. If any provision of the Terms is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of these Terms, which will continue in full force and effect. All rights not expressly granted are reserved.
2. Our failure or delay to exercise a power or right does not operate as a waiver of that power or right. The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right. A waiver is not effective unless it is in writing.
3. These Terms are the entire agreement and understanding between you and us on everything connected with the subject matter of these Terms and supersede any prior agreement or understanding on anything connected with that subject matter.
4. These Terms are governed by and construed by the laws of New Zealand. You irrevocably submit to the exclusive jurisdiction of the courts of New Zealand.