



## **TERMS AND CONDITIONS**

### **OVERVIEW**

The Omni Risk website (“this Website”) is operated by Omni Risk Limited. Throughout this Website and the following terms and conditions (“Terms and Conditions” or “Terms”), the terms “we”, “us” and “our” refer to Omni Risk Limited.

By accessing or using any part of this Website and/ or any of the tools, products or services offered on it (“Services”), you agree to be bound by the Terms and Conditions, including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms and Conditions apply to all users of this Website, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.

Please read these Terms and Conditions carefully before accessing or using this Website. If you do not agree to these Terms and Conditions, then you may not access this website or use any of the Services.

Any new features or tools which are added to the current range of Services shall also be subject to the Terms and Conditions. You can review the most current version of the Terms and Conditions at any time on this page. We reserve the right to update, change or replace any part of these Terms and Conditions by posting updates and/or changes to this Website. It is your responsibility to check this page periodically for changes. Your continued use of or access to this Website or the placing of an order for Services following the posting of any changes constitutes acceptance of those changes.

### **SECTION 1 - GENERAL CONDITIONS**

By agreeing to these Terms and Conditions, you represent that you are at least the age of majority in your country, state or province of residence, or that you are the age of majority in your state, country or province of residence and you have given us your consent to allow any of your minor dependents to use this Website.

All copyright, trademarks and all other intellectual property rights in this Website and its content (including, without limitation, website design, text, graphics and all software and source codes connected with this Website) and the Services (“Intellectual Property Rights”) are owned by or licensed to us or otherwise used by us as permitted by law. You agree not to reproduce, duplicate, download, copy, sell, resell or exploit our Intellectual Property Rights or any portion of this Website or any of the Services, use the Services, or access any of the Services or any contact through which the Services are provided, or permit any other person to do so, without express written permission by us.

The headings used in these Terms and Conditions are included for convenience only and will not limit or otherwise affect these Terms and Conditions.

## **SECTION 2 - MODIFICATIONS TO THE SERVICE AND PRICES**

Prices for our Services are subject to change without notice.

We reserve the right at any time to modify or discontinue this Website and any Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of this Website or any Service.

## **SECTION 3 - PRODUCTS OR SERVICES (if applicable)**

Certain Services may be available exclusively online through this Website. Services may have limited quantities and (where applicable) are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colours and images of our Services that appear on our website. We cannot guarantee that your computer monitor's display of any colour will be accurate.

We reserve the right, but are not obligated, to limit the sales of our Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any Services that we offer.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms and Conditions, we also may terminate the provision of any Service to you any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof). The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of any Service for all purposes.

## **SECTION 4 - ACCURACY OF BILLING AND ACCOUNT INFORMATION**

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per account or business or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made from us. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

#### **SECTION 56 - OPTIONAL TOOLS**

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through this Website is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through this Website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms and Conditions.

#### **SECTION 6 - THIRD-PARTY LINKS**

Certain content, products and services available via this Website or as part of a Service may include materials from third-parties.

Third-party links on this Website may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

#### **SECTION 78 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS**

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, “comments”), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation:

- (a) to maintain any comments in confidence,
- (b) to pay compensation for any comments, or
- (c) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic,

obscene or otherwise objectionable or violates any party's intellectual property or these Terms and Conditions.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of this Website or any of the Services. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and will have no liability for any comments posted by you or any third-party.

#### **SECTION 8 - PERSONAL INFORMATION**

Your submission of personal information through our Service is governed by our Privacy Policy. To view our Privacy Policy <click here>

#### **SECTION 9 - ERRORS, INACCURACIES AND OMISSIONS**

Occasionally there may be information on this Website or in a Service that contains typographical errors, inaccuracies or omissions including in relation to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in a Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

This Website may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this Website at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to this Website.

We undertake no obligation to update, amend or clarify information on the Website or in any Service, including without limitation, pricing information, except as required by law. No specified update or refresh date referred to on the Website or in respect of any Service, should be taken to indicate that all information on the Website or contained in the Service has been modified or updated.

#### **SECTION 10 - PROHIBITED USES**

In addition to other prohibitions in these Terms and Conditions, you are prohibited from using this Website, its content or any Service:

- (a) for any unlawful purpose,
- (b) to solicit others to perform or participate in any unlawful acts,
- (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances,
- (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others,

- (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability,
- (f) to submit false or misleading information,
- (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet,
- (h) to collect or track the personal information of others,
- (i) to spam, phish, pharm, pretext, spider, crawl, or scrape,
- (j) for any obscene or immoral purpose, or
- (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet.

We reserve the right to terminate your use of this Website and any Service if you undertake any of the prohibited uses.

#### **SECTION 11 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

We do not guarantee, represent or warrant that your use of the Website or any Service will be uninterrupted, timely, secure or error-free.

You acknowledge that you have made your own assessment as to the suitability of the Services for your needs and have not purchased the Services relying solely on our representations or conduct. We do not warrant that the results that may be obtained from the use of the Service will be accurate or reliable.

This Website and all Services delivered to you through this Website are (except as expressly stated by us) provided “as is” and “as available”. All representations, terms, warranties, guarantees or conditions (whether implied or by statute, common law or custom of the trade or otherwise) in respect of the Website and any Services supplied or to be supplied under these Terms not expressly included in these Terms are expressly excluded to the maximum extent permitted by law, including representations, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

You acknowledge that the Services are being purchased for a business purpose and, accordingly, that the Consumer Guarantees Act and the Fair Trading Act 1986 will not apply to the fullest extent permitted by law.

To the maximum extent permitted by law, our liability in relation to the supply of any Services is limited to any one or more of the following as we in our sole discretion consider appropriate:

- (a) The replacement of the Service or the supply of an equivalent Service;
- (b) The payment of the cost of replacing the Service or acquiring equivalent Service; or
- (c) The refund of price paid by you to us for the Service.

To the maximum extent permitted by law, in no event will our aggregate liability to you arising in relation to the Services, any infringement of third party intellectual property rights, or from any breach of these Terms, tort (including negligence) or other action or contravention of any

statute or otherwise, exceed the total amounts paid by you to us in respect of the relevant Services.

In no case shall Omni Risk Limited, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for:

- (a) Any indirect, incidental, punitive, special, or consequential damages of any kind;
- (b) Any loss of profits, loss of revenue, loss of savings, loss of data, replacement costs, or any similar damages,

whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of or inability to use the Website or any of the Services, or for any other claim related in any way to your use of the Website or Services, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Website or Services or any content (or product) posted, transmitted, or otherwise made available via the Website, even if advised of their possibility.

To the maximum extent permitted by law, we will not be liable to any party other than you in connection with your use of the Website or any of the Services.

#### **SECTION 12 - INDEMNIFICATION**

You agree to indemnify, defend and hold harmless Omni Risk Limited and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any action, claim costs (including legal costs on a solicitor-client basis), losses, proceedings, damages, liabilities or demand made by any third-party due to or arising out of your use of the Website or any Service, your breach of these Terms and Conditions or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

#### **SECTION 13 - SEVERABILITY**

In the event that any provision of these Terms and Conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and Conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

#### **SECTION 14 - ENTIRE AGREEMENT**

Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

These Terms and Conditions and any policies or operating rules posted by us on this Website or in respect of a Service constitutes the entire agreement and understanding between you and us and govern your access to this Website and use of the Services, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms and Conditions).

Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party.

## **SECTION 15 - GOVERNING LAW**

These Terms and Conditions and any separate agreements whereby we provide you Services are governed by and to be interpreted in accordance with the laws in force in New Zealand and in the event of any dispute arising in relation to these terms of use or their subject matter you irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of New Zealand in respect of such dispute.

## **SECTION 16 - CONTACT INFORMATION**

Questions about the Terms and Conditions should be sent to us at [info@omnirisk.me](mailto:info@omnirisk.me)

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