

1 Terranet Terms and Conditions [Copy For Information Purposes Only]

1.1 By accessing the Terranet Web Site ("the Site") and or purchasing a Report or Legal Document, you agree to be bound by all of these terms and conditions. The provisions set out below are the only terms and conditions on which Terralink International Limited ("Terralink") will agree to provide you with the Terranet Property Information Services including the Legal Document Ordering Service, the Home Valuer Report and the Home Valuer Summary, which combined are the services (the "Service").

2 Commencement and Duration of the User Agreement

2.1 This agreement will commence upon setting up your user account or when you enter into a hard copy agreement with Terralink containing these terms and conditions and will continue until you elect to cease using your account and your details are removed in accordance with clause 2.2 below, or close your account by notifying us at info@terralink.co.nz that you wish for your account details to be removed or made inactive.

2.2 Where you cease using your account for a continuous period of twelve (12) months from the last date at which you logged on, Terralink reserves the right to remove your details and close your account. On termination, you will cease to be an authorised user of the Site.

3 Username and Password

3.1 You are responsible for all use of the Site made using your username(s) and password(s), and are liable for any fees incurred as a result of the use of your account, whether or not the use is made by you or by someone else using your username(s) and password(s). You are responsible for protecting and securing your username(s) and password(s) from unauthorised use. If you believe there has been a breach of security of your username(s) or password(s), such as theft or unauthorised use, you should notify Terralink immediately. Upon notification to Terralink of any breach of security, you are no longer liable for any fees incurred from the point of notification.

3.2 If Terralink has reason to believe that any information you have supplied is not accurate, or if Terralink considers that you have breached this agreement, it may terminate this agreement without liability to you and you will cease to be an authorised user of the Site.

4 Fees and Payments

4.1 For a Pay-as-you-go User of the Site

4.1.1 For a Pay-as-you-go User of the Site, purchasing of Reports and ordering of Legal Documents requires the use of a Credit or Debit Card. By purchasing a Report or a Legal Document using this Site, you represent to Terralink that you are an adult and that you are authorised to make the

4.2 For a Corporate User of the Site

4.2.1 For a Corporate User of the Site, purchasing of Reports and ordering of Legal Documents requires a user to set up an account with Terralink. By purchasing a Report or a Legal Document using this Site, you represent to Terralink that you are authorised to make the purchase using the account

purchase using the Credit or Debit Card account information you provide.

4.1.2 Reports or Legal Documents may be ordered by following the instructions on this Site. To complete the purchase of a Report or a Legal Document, you must enter your Credit or Debit Card details each time you log on and order a Report or a Legal Document. Transferring Credit or Debit Card information is protected by SSL encryption and is processed securely and in real time by DPS (Payment Express). DPS will debit your Credit or Debit Card on our behalf for the cost of Reports and Legal Documents at the time of purchase. To find out more about DPS and the service they provide please [click here](#).

4.1.3 On confirmation that your Credit or Debit Card has been debited for the cost of the Report(s), the Report(s) will appear on your screen. You can elect to print the Report(s) directly from the Site or save the Report(s) using the PDF version. The Report(s) ordered by you will remain available and retrievable from your Account Transaction History section of the site until midnight of the following day from the date of purchase. If after this time you wish to have a copy of the Report(s), due to the currency changes in the data, you will be required to purchase the Report(s) again.

4.1.4 Legal Documents are retrieved from a third (3rd) party supplier, and the document(s) are supplied by email in PDF format and in the delivery time frame chosen by you (either Urgent or Routine). Legal Documents will remain accessible and retrievable for a period of up to seven (7) days from the date of order via your Account Transaction History. Due to the currency of the data contained within Legal Documents, Legal Documents will be deleted from your Account Transaction History after the expiry of the seven (7) day period. If after this time you wish to have a copy of the Legal Document(s), due to the currency changes in the data, you will be required to purchase the Legal Document(s) again.

4.1.5 If it becomes known after your Credit or Debit Card has been debited for the cost of the Report(s) or Legal Document(s), that one (1) or more of those Legal Documents could

information provided.

4.2.2 To qualify for a Corporate Account you must spend an average of \$100 (excl GST) or more per month over any twelve (12) month period from the date of commencement of this agreement. Terralink reserves the right to terminate your account if the average monthly total spend is below this amount or if your account remains inactive over a twelve (12) month period. If at any time after this you wish to continue to be able to purchase Reports or Legal Documents from the site, you may do this by registering as a Pay-as-you-go User.

4.2.3 Corporate Users must make an application for credit on Terralink's standard Account Application Form. As part of the application process, you authorise Terralink to undertake a credit check from a credit reporting agency, and your account will only be accepted after the credit approval process is complete. Terralink reserves the right to decline an account application for any reason.

4.2.4 Corporate Users will be invoiced at the end of each month, for all Reports and Documents purchased during that month. Invoices are payable by direct debit on the twentieth (20th) day of the month following the invoice date unless expressly agreed otherwise between the parties. Corporate Users will incur a minimum charge of \$50 (excl GST) per calendar month, if total actual usage for that month is under \$50 (excl GST). If there is no actual usage on your account for a calendar month, the minimum monthly charge will not apply.

4.2.5 Reports or Legal Documents may be ordered by following the instructions on this Site. You can elect to print the Report(s) directly from the Site or save the Report(s) using the PDF version. The Report(s) ordered by you will remain available and retrievable from your Account Transaction History section of the site until midnight of the following day from the date of purchase. If after this time you wish to have a copy of the Report(s), due to the currency changes in the data, you will be required to purchase the Report(s) again.

4.2.6 Legal Documents are retrieved from a third (3rd) party supplier, and the document(s) are supplied by email in PDF format and in the delivery time frame chosen by you (either

not be fulfilled, then the cost only of those unfulfilled Documents will be refunded to your Credit or Debit Card within seven (7) days.

4.1.6 Where you anticipate purchasing Report(s) on a regular basis you may enter your Credit or Debit Card details using the Card Store functionality available through DPS on the Site. Transferring and storage of Credit and Debit Card information is protected by SSL encryption and is stored by DPS. In using the Card Store functionality, a unique token reference number is created in place of your Credit or Debit Card and this reference is used instead of your Credit or Debit Card details when purchasing Reports or Legal Documents. To find out more about this functionality please [click here](#).

4.1.7 For a Pay-as-you-go User of the site all fees are inclusive of GST, unless expressly stated otherwise.

Urgent or Routine). Legal Documents will remain accessible and retrievable for a period of up to seven (7) days from the date of order via your Account Transaction History. Due to the currency of the data contained within Legal Documents, Legal Documents will be deleted from your Account Transaction History after the expiry of the seven (7) day period. If after this time you wish to have a copy of the Legal Document(s), due to the currency changes in the data, you will be required to purchase the Legal Document(s) again.

4.2.7 If after placing an order, it becomes known that one (1) or more of the Legal Document(s) are not available and the order in relation to that Legal Document(s) could not be fulfilled, you will not be charged for that Legal Document(s).

4.2.8 In the event of non-payment of your account you will pay all of the actual costs of any debt collection incurred by Terralink. Terralink reserves the right not to extend further credit and to suspend or terminate access to the service. Terralink has the right to terminate this agreement for any non-payment of fees. Terralink may charge dishonour fees and/or default interest at its trading bank's standard short term lending rate plus three percent (3%) per annum on all amounts not paid by the due date. Default interest is charged on a daily basis from the due date to the date payment is actually made. Interest shall be compounded on a monthly basis.

4.2.9 For Corporate Users of the Site, all prices are exclusive of GST, unless expressly stated otherwise.

5 Changes to the User Agreement

5.1 Terralink may add to, remove or change the provisions of this agreement from time to time. All additions and changes will be notified to you by being posted on the Site. It is your responsibility as a user to refer to these additions and changes. They will come into effect immediately on being posted on the Site, and you will be deemed to have accepted them if you access the Site after that time. If you do not wish to accept them, you must terminate this agreement as detailed in clause 2.1 above. You are required to provide Terralink with complete and accurate registration information and to update your information if it changes. If you fail to do so, you may be in breach of this agreement.

5.2 Terralink reserves the right to increase the fees for the Reports and any Legal Documents ordered. At the relevant time, a notice will appear when you visit the Site and will give you the relevant details. If after posting of the notice on the Site, you elect to purchase any further Reports or Legal Documents you are deemed to have accepted the fee increases. If you do not

wish to accept the fee increases, you have the option not to order Reports or Legal Documents to which the fee increases apply, or to terminate this agreement in accordance with clause 2.1.

6 Modification of Site, Service or Materials

6.1 Terralink reserves the right to change, modify, suspend or discontinue any or all parts of this Site or Service at any time. Terralink reserves the right to restrict a user's access to parts or all of the Site or Service without notice or liability.

6.2 Some of the materials on the Site and the Service are sourced from Land Information New Zealand ("LINZ"), PropertyIQ (New Zealand) Limited ("PIQ"), and Valuation Consultants New Zealand Limited ("VCNZ"). Terralink may at any time be required to amend or delete any material (or any part of the material) on the Site and the Service that is sourced from LINZ or PIQ. This means that material which may have previously been available and which you have accessed may no longer be available the next time you access the Site and the Services.

7 Copyright and Materials

7.1 The materials contained on this Site are protected under copyright and other laws of New Zealand and under international conventions, and similar laws abroad. Unless otherwise stated, copyright and other intellectual property rights in all material published on the Site, including, but not limited to, the textual material, artwork, photographs, computer software, audio and visual elements, is owned or controlled by Terralink or its licensors.

7.2 You agree not to remove, cover, overlay, obscure or change any copyright notices, legends, or terms of use which Terralink may post on the Site.

7.3 In relation to the material and the Reports within the Site, you must not and must not attempt to download, copy, modify, reverse engineer, decompile, disassemble or translate the material or Reports (other than expressly permitted under clause 4), relating to any property or properties, whether by automated script or program or by any third party service, for any purpose whatsoever, including but not limited to the purposes of creating your own database, statistics, or creating of a website or products.

8 Disclaimer

8.1 All conditions, guarantees and warranties expressed or implied by statute, common law, equity, trade customer usage or otherwise are expressly excluded to the maximum extent permitted by law.

8.2 Without limiting clause 8.1:

(a) the Site and the Service are provided "as is" and "as available", and you use the Site and the Service at your own risk. Access to the Site and the Service may be interrupted, restricted or delayed from time to time without notice. Terralink does not warrant or guarantee that the Site and the Service will be available continuously or that the operation of the Site and the Service will be error-free. Terralink reserves the right to change, modify, suspend or discontinue any or all parts of the Site and the Service at any time without notice;

(b) you acknowledge and agree that some of the material on the Site and the Service is sourced from third parties outside Terralink. Terralink makes no representations and gives no warranties of any kind whatsoever in relation to any material on the Site and the Service. In particular, Terralink does not warrant that the material on the Site and the Service is free from errors, omissions, or other inaccuracies, or is fit for any particular purpose. You agree to release Terralink from all liability (whether in contract, tort (including negligence), equity or on any other basis) for any errors, omissions or other inaccuracies in the material on the Site and the Service;

(c) Terralink makes no representations and gives no warranties that the material on the Site and the Service, as delivered, will be capable of being processed on your computer equipment and software;

(d) Terralink has no obligations to install or convert the material on the Site and the Service for use by you with your computer equipment and software (such installation and conversion being entirely at your own risk), nor does Terralink have any obligation for training you in the use of the material on the Site and the Service; and,

(e) Terralink does not give any warranty that the material on the Site and the Service will be free from infection, viruses or destructive code. Terralink shall not be liable (whether in contract, tort (including negligence), equity or any other basis) for any damage to, or viruses that may infect your computer equipment or software due to your use, installation or conversion of the material on the Site and the Service.

8.3 You understand and acknowledge that none of the Reports (excluding Legal Documents), are the Land Transfer Index, Land Transfer Journal or any Landonline document in terms of the Land Transfer Act 1952 or any legislation in substitution thereof.

8.4 You understand and acknowledge that the Home Valuer Report and Home Valuer Summary Reports:

(a) are products owned by VCNZ and provided under license to Terralink for the purposes of resale, and as such are subject in all respects to VCNZ's Terms and Conditions of Use attached as Schedule 2 to this agreement.

(b) are not registered valuer's reports nor a full current market valuation; neither are they intended to replace a registered valuer's report nor a full current market valuation. If either a registered valuer's report or a full current market valuation report is required you should consult a registered valuer;

(c) are the products of automated valuation technology and not any physical site visit or examination of plans or boundaries. No warranty can be given as to the condition, title, functional or economic obsolescence of a property, or any other matters; and,

(d) are based on the property being freehold and upon an analysis of statistical property data provided by third parties.

8.5 You acknowledge and agree that the limitations and exclusions of liability contained in:

(a) clauses 8.1, 8.2, 9.1, 9.2 and 9.3 (with all references to Terralink deemed to be replaced with references to LINZ, PIQ and VCNZ); and

(b) clause 9.4;

apply for the benefit of and may be enforced by LINZ, PIQ or VCNZ in relation to the material on the Site and the Service sourced by Terralink from LINZ, PIQ or VCNZ (as the case may be) for the purposes of the Contracts (Privity) Act 1982. For the avoidance of doubt, this clause shall not in any way limit Terralink's right to enforce any of the provisions of this agreement in relation to the material sourced by Terralink from LINZ, PIQ or VCNZ.

8.6 Without limiting clause 8.5, you acknowledge and agree that the limitations and exclusions of liability contained in Schedule 1 apply for the benefit of and may be enforced by PIQ in relation to the material on the Site and the Service sourced by Terralink from PIQ for the purposes of the Contracts (Privity) Act 1982.

9 Liability and Indemnities

9.1 Terralink shall not be liable (whether in contract, tort [including negligence], equity or on any other basis) for any loss, damage, liability, or expense sustained by you or any other person, directly or indirectly, from any use whatsoever of the material on the Site and the Service or otherwise in connection with this agreement (even if Terralink has been advised of or has knowledge of the possibility of such loss, damage, liability or expense). Such loss/damage includes, without limitation, damage to property, injury to persons, loss of profits, business interruption loss, loss of data, any other loss, damage or expense that arises either as a result of the material on the Site and the Service being shown to be wholly or partially incorrect or unsuitable, or arising from non-delivery or delay in delivery of the material on the Site and the Service and loss as a result of any amendment to or deletion of the material on the Site and the Service in accordance with clause 6.2 of this agreement.

9.2 Without limiting clause 9.1, Terralink shall not be liable (whether in contract, tort [including negligence], equity or on any other basis) for any loss, damage, liability or expense whatsoever arising from any modification, amendment or deletion (whether pursuant to clause 6.2 of this agreement or otherwise) made to the material on the Site and the Service.

9.3 Terralink makes no representations and gives no warranties that any person has consented to the provision of the material on the Site to you, or consented to, or approved any subsequent use or disclosure of the material on the Site by you.

9.4 In the event that any exclusion of Terralink's, LINZ's, PIQ's or VCNZ's liability set out in the agreement is inapplicable or is held unenforceable, Terralink's, LINZ's, PIQ's and VCNZ's total aggregate liability under or in connection with this agreement, or arising out of any use, reproduction, modification, amendment or deletion of the material on the Site and the Service, or creation of compilations or derivative works of or from the material on the Site and the Service (by you or by any other person), whether that liability arises in tort (including negligence), contract, equity or on any other basis, shall be limited as follows:

(a) Terralink's total aggregate liability shall be limited to \$500; and,

(b) LINZ's, PIQ's and VCNZ's total aggregate liability shall be limited to \$1.00 each.

10 Advertising Material

10.1 Material appearing on the Site may include advertising and other material submitted by parties other than Terralink, and the Site may provide links to other sites operated by advertisers and third parties. Those parties (and not Terralink) are responsible for ensuring that such material and such sites comply with all relevant laws and regulations. To the full extent permissible by law, Terralink disclaims all responsibility for any error, omission or inaccuracy in such material or its failure to comply with the relevant laws or regulations.

11 Privacy

11.1 Terralink is an Agency for the purposes of the Privacy Act 1993. All personal information you supply to Terralink will be dealt with by Terralink in accordance with that Act. Terralink may from time to time send you information on selected products and services. Should you not wish to receive this material, you must email your request and contact details to info@terralink.co.nz. You are deemed to have given your permission to Terralink to convey all or part of your registration information to independent auditors for the sole purpose of verifying site usage statistics. As part of the verification process, you may be contacted by these independent auditors and asked to confirm that you have registered with the Site. Accordingly, you may not register any personal details other than your own, unless authorised to do so.

11.2 You have the right to access your personal profile and correct any of your personal information recorded.

11.3 You will ensure that your use of any material obtained from the Site will be in accordance with the Privacy Act 1993.

12 Submissions

12.1 Should any viewer on the Site respond to Terralink with information or feedback, such as questions, comments, suggestions, or the like regarding the Site, or the content of any item, such information shall be deemed to be non-confidential and Terralink shall have no obligation of any kind with respect to such information. In addition, Terralink shall be free to reproduce, use, disclose, display, exhibit, transmit, perform, create derivative works, and distribute the information to others without limitation, and to authorise others to do the same. Further, Terralink shall be free to use any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products and other items incorporating such information. This paragraph is not intended to apply to any personal information about you (such as name, mailing address and email address), the use of which will be governed by clause 11.

13 Protected Rights

13.1 The name and logo of Terralink and Terranet are registered trade marks. You are not permitted to use or reproduce or allow anyone to use or reproduce these trade marks for any reason without our express written permission. The software which operates the Site is proprietary software and you are not permitted to use it except as expressly allowed under the terms of this agreement. Any other use or purported licensing, modification, enhancement or interference is strictly prohibited.

14 Governing Law

14.1 This agreement is deemed to have been made in New Zealand and is governed by New Zealand Law. Any dispute relating to this agreement shall be referred to the New Zealand courts and the New Zealand courts shall have jurisdiction to hear and determine such dispute.

SCHEDULE 1

PIQ'S RETAIL TERMS AND CONDITIONS

1. Introduction

- 1.1 PropertyIQ NZ Limited ("PIQ") has agreed to make available to the TIL, data relating to property and consumer information in New Zealand ("Data") and the TIL has agreed to make the Data available to the End User upon terms and conditions which include those set out in this Schedule.

2. Copyright and Restriction

- 2.1 Data supplied to the End User is subject to copyright. It is supplied solely for the purpose of the End User's own use.
- 2.2 Terralink International Limited End Users are expressly forbidden to use the Data to:
 - 2.2.1 create any mailing or address databases of persons or properties;
 - 2.2.2 generate statistics of any type for general release to the public; or
 - 2.2.3 to sell the Data to others;
 - 2.2.4 add to an existing or new database for whatever purpose;
 - 2.2.5 further disseminate the Data supplied;
 - 2.2.6 publish it by written, broadcasting, videotext, electronically on computer encoded mediums or by other means without the written consent of PIQ.
- 2.3 The Data and all copies and compilations of the Data must acknowledge the source of the Data and any Rights Notice on the original Data must be reproduced on all copies and compilations.

3. Privacy

- 3.1 The Privacy Act 1993 limits the use of personal information from public registries. The End User is responsible for ensuring Data is used within the requirements of the Act.

4. Warning

- 4.1 The Data supplied:
 - 4.1.1 is made available on an "as is" basis;
 - 4.1.2 is not a certified copy of any district valuation roll entry;

- 4.1.3 is not provided for lending purposes;
- 4.1.4 is not a valuer's report for the purposes of the New Zealand Trustee Act 1956; and
- 4.1.5 is not provided exclusively to the TIL or the End User.

5. **Exclusion of Liability**

- 5.1 PIQ:
 - 5.1.1 makes no representations as to the completeness, correctness, currency or fitness for any purpose of the Data supplied;
 - 5.1.2 will not be responsible for any damage to or loss suffered by the End User arising from the service provided whether arising from negligence or otherwise beyond;
 - 5.1.2.1 resupplying the service; or
 - 5.1.2.2 refunding the cost of supplying the particular service in issue or the Data.

6. **Indemnity**

- 6.1 The End User assumes the sole responsibility for all use of the Data supplied and agrees to indemnify PIQ from any liability or claim or any person arising from the Data supplied. In addition, the End User agrees to indemnify PIQ against the consequences of any failure to carry out effectively the End User's responsibility as provided in this Agreement.

7. **Modification of Terms**

- 7.1 This agreement and the services to be provided may be changed by PIQ giving thirty days notice in writing to the TIL of:
 - 7.1.1 changes to terms and conditions; and
 - 7.1.2 changes in Data available.
- 7.2 No provision shall be waived and no change shall be binding unless in writing signed by PIQ.

8. **Assignment**

- 8.1 The End User may not assign this agreement unless the End User obtains the specific written consent of TIL that they may do so.

9. **Termination**

- 9.1 PIQ may require the TIL to terminate or suspend the supply of Data to the End User at any time pursuant to their agreement. All copyright, data privacy and use of Data obligations remain in effect after termination for all Data, copies and compilations retained by the End User.

SCHEDULE 2

VALUATION CONSULTANTS NEW ZEALAND LIMITED TERMS AND CONDITIONS

1 Changes to the User Agreement

1.1 VCNZ may add to, remove or change the provisions of this agreement from time to time. All additions and changes will be notified to you by being posted on this page. It is your responsibility as a user to refer to these additions and changes. They will come into effect immediately on being posted and you will be deemed to have accepted them if you make access to the Site after that time. If you do not wish to accept them, you must terminate this agreement as described above. You are required to provide Terralink International with complete and accurate registration information and to update your information if it changes. If you fail to do so, you will be in breach of this agreement.

2 Modification of Site, Service or Materials

2.1 VCNZ and Terralink International reserve the right to change, modify, suspend or discontinue any or all parts of this Site or Service at any time. VCNZ and Terralink International reserve the right to restrict a user's access to parts or all of the Service without notice or liability.

2.2 Some of the materials in the Site and the Service are sourced from Land Information New Zealand ("LINZ"), PropertyIQ (New Zealand) Limited ("PIQ") and Valuation Consultants New Zealand Limited ("Valuation Consultants"). Terralink International may at any time be required to amend or delete any material (or any part of the material) that you have obtained from the Site and the Service that is sourced from LINZ or PIQ. This means that material which may have previously been available and which you have accessed may no longer be available the next time you access the Site and the Services.

3 Copyright

3.1 The materials contained on this Site are protected under copyright and other laws of New Zealand and under international conventions, and similar laws abroad. Unless otherwise stated, copyright and other intellectual property rights in all material published on the Site, including, but not limited to, the textual material, artwork, photographs, computer software, audio and visual elements, is owned or controlled by VCNZ or its licensors, including Real Estate Market Intelligence Limited (REMI), the owner of the automated valuation model software.

3.2 You agree not to remove, cover, overlay, obscure or change any copyright notices, legends, or terms of use which VCNZ or REMI may post on the Site.

4 Disclaimer

4.1 All conditions, guarantees and warranties expressed or implied by statute, common law, equity, trade customer usage or otherwise are expressly excluded to the maximum extent permitted by law.

4.2 This is an automated appraisal based on analysis of comparable property data collated from a range of sources and which compares the physical characteristics of a subject property to sales of similar properties within a geographic proximity and within a certain timeframe only. It is not intended to constitute nor should it be considered a valuation.

4.3 All reasonable endeavours will be used to ensure the accuracy of the information used, however the accuracy of data extracted and relied upon and the indicative value range returned is

not guaranteed either by VCNZ or REMI. It is expressly noted that there may have been changes to a property over time that have not been notified to the consenting authority, or that there may be errors or omissions contained within the data utilized.

4.4 As this automated appraisal relies on third party information, there are four possible areas from which inaccuracies may result:

a. the property record sourced from a third party may be incorrect. For example the floor area could be incorrectly detailed due to a typographical error or a change to the property itself which has not been recorded and/or the record not amended. Such errors can have a disproportionate effect on the value derived;

b. relevant sales which otherwise would have been used may be missed either due to limitations in the search criteria contained within the software or recent sale data having not yet been updated;

c. objective adjustments due to super adequacy or deductions for deferred maintenance are not included as the property is not physically inspected; and,

d. subjective adjustments are not included as the property is not physically inspected.

4.5 VCNZ will not personally inspect any subject property nor will they research or investigate issues that may affect the property value such as title, planning, resource consent, building consents, Local Authority requisitions or memorials, contamination, hazardous or noxious substances or physical condition of the property. Should any such matters having a valuation significance exist, then the appraisal figure is invalidated.

4.6 It is assumed that there are no outstanding matters that will affect the market value of the property such as Local Authority requisitions; and under no circumstances should this report be relied upon for flood insurance determination or matters relating to 'leaky buildings' No warranties are made whatsoever as to the physical condition of the property and that of any of the properties referred to within the analysis.

4.7 The Certificate of Title will not be searched or reviewed for this appraisal nor will boundaries be surveyed or the survey pegs located. The legal tenure of the property is assumed to be fee simple and it is expressly noted that other forms of title may affect the appraised value of the property. VCNZ makes no warranties that the title is free from defects and assumes that any buildings on the property are built within the legal boundaries of the property.

4.8 This appraisal is made exclusively for the addressee only and the range provided should only be used as an indicative range for marketing purposes or high equity lending.

4.9 This appraisal does not purport nor is it intended to be a registered valuer's report and as such does not comply with the New Zealand Institute of Valuers practice standards. If a professional valuation is required VCNZ at all times recommend that you contact a registered valuer.

4.10 VCNZ accept no liability or responsibility for any loss or damage suffered by any person which may directly or indirectly result from any person acting or refraining from acting on any information contained herein.

4.11 Without limiting clause 4.1:

(a) the Site and the Service are provided "as is" and "as available", and you use the Service at your own risk. Access to the Service may be interrupted, restricted or delayed from time to time without notice. VCNZ does not warrant or guarantee that the Service will be available continuously or that the operation of the Service will be error-free. VCNZ reserves the right to change, modify, suspend or discontinue any or all parts the Service at any time without notice; and,

(b) you acknowledge and agree that some of the material used for the Service is sourced from third parties outside VCNZ. VCNZ makes no representations and gives no warranties of any kind whatsoever in relation to any material used for the Service. In particular, VCNZ does not warrant that the material used for the Service is free from errors, omissions, or other inaccuracies, or is fit for any particular purpose. You agree to release VCNZ and REMI from all liability (whether in contract, tort (including negligence), equity or on any other basis) for any errors, omissions or other inaccuracies in the material on the Site and used for the Service.

5 Liability and Indemnities

5.1 Neither VCNZ nor REMI shall be liable (whether in contract, tort (including negligence), equity or on any other basis) for any loss, damage, liability, or expense sustained by you or any other person, directly or indirectly, from any use whatsoever of the material on the Site and the Service or otherwise in connection with this agreement (even if VCNZ has been advised of, or has knowledge of, the possibility of such loss, damage, liability or expense). Such loss/damage includes, without limitation, damage to property, injury to persons, loss of profits, business interruption loss, loss of data, any other loss, damage or expense that arises either as a result of the material on the Site and the Service being shown to be wholly or partially incorrect or unsuitable, or arising from non-delivery or delay in delivery of the material on the Site and the Service and loss as a result of any amendment to or deletion of the material on the Site and the Service.

5.2 Without limiting clause 5.1, neither VCNZ nor REMI shall be liable (whether in contract, tort (including negligence), equity or on any other basis) for any loss, damage, liability or expense whatsoever arising from any modification, amendment or deletion) made to the material on the Site and the Service or any compilation or derivative work created from or using the material on the Site and the Service in each case whether made by you, or by any other person.

5.3 Neither VCNZ nor REMI make any representations or give any warranties that any person has consented to the provision of the material on the Site to you or consented to, or approved, any subsequent use or disclosure of the material on the Site by you.

5.4 In the event that any exclusion of VCNZ's, Terralink International's, LINZ's, PIQ's or REMI's liability set out in the agreement is inapplicable or is held unenforceable, VCNZ's, Terralink International's, LINZ's, PIQ's and REMI's total aggregate liability, under or in connection with this agreement, or arising out of any use, reproduction, modification, amendment or deletion of the material on the Site and the Service, or creation of compilations or derivative works of or from the material on the Site and the Service (by you or by any other person), whether that liability arises in tort (including negligence), contract, equity or on any other basis, shall be limited as follows:

a. VCNZ's total aggregate liability shall be limited to \$500; and,

b. Terralink International's, LINZ's, PIQ's and REMI's total aggregate liability shall be limited to \$1.00 each.

6 Protected Rights

6.1 The name and logo of VCNZ and REMI are trade marks. You are not permitted to use or reproduce or allow anyone to use or reproduce these trade marks for any reason without our express written permission. The software which operates the Site is proprietary software the property of REMI and you are not permitted to use it except as expressly allowed under the terms of this agreement. Any other use or purported licensing, modification, enhancement or interference is strictly prohibited.

7 Governing Law

7.1 This agreement is deemed to have been made in New Zealand and is governed by New Zealand Law. Any dispute relating to this agreement shall be referred to the New Zealand courts and the New Zealand courts shall have jurisdiction to hear and determine such dispute.