Green Door Global Website Terms and Conditions

Your access to, and use of the Website and the online Green Door Private Sales Marketing Packages (also referred to as "Sales Kits") and Additional Products and Additional Services that we provide to you, are all subject to the following notices, disclaimers, terms and conditions. Further, when you purchase any Green Door Marketing Package and/or any Additional Products and Additional Services, you will be subject to the rules, guidelines, policies, terms and conditions, which the Website indicates to you at the time as being applicable to such Additional Services, Additional Products, or Green Door Package. These terms and conditions may be changed at any time and any such changes will be notified on the Website.

Terms and Conditions of Sale

1. DEFINITIONS

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"**Additional Products**" means those products which we advertise on the Website for purchase by you which do not form part of a Green Door Package.

"**Additional Services**" means those services which we advertise on the Website for purchase by you which do not form part of a Green Door Package.

"**Content**" means all Trade Marks, text, graphical and other visual content, as well as all audio content and other information contained in our Website.

"**Customer**" means you.

"**Green Door**" "**Seller**", "**we**", "**our**" and "**us**" all mean Green Door Private Sales Limited trading as Green Door.

"**Green Door Package**" means any of the property sales kits (comprising of a combination of products and services offered by us) as may be advertised on the Website from time to time for purchase by you.

"**GST**" means goods and services tax chargeable in accordance with the Goods and Services Tax Act 1985.

"**Nominated Payment Authority**" means Visa, MasterCard or Bankcard.

"**Price**" means the recommended retail price for the Green Door Packages, Additional Products and Additional Services in New Zealand and includes GST.

"**Submitted Property**" means (where applicable) the property which you are the owner of and which you wish to market and sell using a Green Door Package, the Additional Products or the Additional Services.

"**Terms and Conditions**" means these terms and conditions.

"**Trade Marks**" means all of our trademarks, whether registered or unregistered.

"**Website**" means this internet site operated by us.

2. USE OF WEBSITE

2.1 The Website is owned and operated by Green Door. By using the Website you acknowledge that you have read, understood and accepted these Terms and Conditions and agree to be bound by them. You are liable for every purchase of a Green Door Package, the Additional Products and the Additional Services that you make through the Website. If you disagree with any of these Terms and Conditions, you should not purchase from or otherwise use the Website.

2.2 The Website is intended as a venue where you can advertise your Submitted Property in addition to listing the Submitted Property on third party websites; and whereby we provide your contact details as private sellers to potential buyers. In relation to your Submitted Property, we do not play any other role in the transaction, and we are not the agent for you as private seller and any transactions in respect of your Submitted Property do not fall under the Real Estate Agents Act 2008.

2.3 If you enter into a transaction with a purchaser, You enter into such transactions directly with the purchaser and independently of us. You acknowledge that You enter such transaction entirely in reliance on Your own judgement and inquiries. Any statements, warranties, or representations made to You by the purchaser are not made by us or on our behalf.

2.4 If you are under the age of 18, you must only use this Website with parental or caregiver consent, provided they are over the age of 18 and accept these Terms and Conditions on your behalf.

2.5 As a condition of use of the Website, you:

(a) Acknowledge that you are the owner(s) of and/or authorised to market and sell the Submitted Property;

(b) Ensure that all information which you supply to us is current, complete, accurate and provided to us in a timely manner;

(c) Acknowledge and understand that these Terms and Conditions and the Green Door Package, Additional Products and Additional Services are not covered under the Real Estate Agents Act 2008; and further acknowledge and understand that by purchasing a Green Door Package, Additional Products and Additional Services You are purchasing a private sale

package in respect of the Submitted Property and that Green Door is in no way providing You with real estate agent services or products;

(d) Agree not to disrupt activity online;

(e) Agree to ensure that the Website is not used for any illegal activity or which may expose us to potential litigation including (but not limited to) copyright and trade mark infringement; and

(f) Agree not to introduce anything harmful or destructive (such as viruses, worms, Trojan horses, spiders, time bombs or bots) to, or interfere in any way with the normal operation of the Website.

2.6 You further acknowledge that where a Green Door Package, Additional Products or Additional Services require us to register the Submitted Property on a third party website you will be deemed to have accepted the terms and conditions which apply to use of such third party website and authorised us to submit all details of the Submitted Property.

3. LISTING ON WEBSITE

3.1 Where You list a Submitted Property, you agree in accordance with clause 2.5(b) above to ensure that all information which you supply to us is current, complete, accurate and provided to us in a timely manner; and if any such information provided to us becomes incorrect, You indemnify us against any loss, costs, viability or damages we may suffer as a result of the incorrect information.

3.2 In relation to the information You provide in respect of a Submitted Property, You grant us a perpetual royalty free, non-exclusive, irrevocable, worldwide licence to include that content on the Website, and You warrant and represent that You are the owner or licensee of such content and that you have the right to upload such content and grant the licence set out in this clause 3.2.

4. PURCHASE OF GREEN DOOR PACKAGES, ADDITIONAL PRODUCTS AND ADDITIONAL SERVICES

4.1 You must order any Green Door Package, the Additional Products and the Additional Services in accordance with the instructions on the Website.

4.2 Receipt of an electronic order or verification of order form does not constitute acceptance of your order, nor does it signify confirmation of our offer to sell.

4.3 We have the absolute discretion to decline your order for any reason and/or to refuse to sell the Green Door Package, Additional Products or Additional Services for any reason whatsoever without reference to you. We may require the provision of additional information/verifications before accepting your order. All orders are subject to availability.

5. PAYMENT

5.1 You must pay us the Price of the Green Door Package, Additional Products and Additional Services in full by authorising us to charge your Nominated Payment Authority, before we deliver the products (which form part of the Green Door Package or the Additional Products), or before we complete the services (which form part of the Green Door Package or the Additional Services).

5.2 If your credit card is declined by its financial institution, your order will not be processed. We reserve the right to refuse to accept payment from any particular Customer by credit card for any reason whatsoever.

5.3 Unless specified otherwise, all payments for a Green Door Package, Additional Products or Additional Services are payable in New Zealand Dollars.

6. PRICE

6.1 The price for a Green Door Package, Additional Products and Additional Services will be the price quoted on the Website at the time you submit your order.

6.2 We may vary the prices posted on the Website at any time without notice to you.

6.3 All prices are inclusive of GST and delivery charges.

7. GREEN DOOR PACKAGES, ADDITIONAL PRODUCTS AND ADDITIONAL SERVICES THROUGH THE WEBSITE

7.1 We may add, cease to supply, or change any Green Door Package, and the Additional Products and Additional Services at any time without notice.

8. TITLE AND RISK

8.1 Orders are not binding on us until accepted by us. Should we not accept your order then all monies that you have paid will be refunded to you.

8.2 The products which form part of the Green Door Package and the Additional Products are at your risk as soon as they have been dispatched from our warehouse. We will not be liable to you if goods are lost or damaged in transit. You are solely responsible for the accuracy of your nominated delivery address.

9. DELIVERY

9.1 If we have specified a delivery date for the provision of the products which form part of the Green Door Package or the Additional Products, then we will try and deliver the products to you by that date. However:

(a) We will be entitled to deliver the products to you after the stated delivery date or cancel the contract without being liable to you in any way if the

delay in delivery is in respect of causes outside our control, or we are for any reason unable to deliver the products to you;

(b) We may deliver the products to you by instalments in any quantities and each delivery will be a separate contract independent from the other deliveries; and

(c) Where you fail or refuse to take delivery of the products, the products will be left at the delivery address you have nominated and be deemed to be delivered at that point in time. We will not be liable to you in any way for loss or damage following delivery.

9.2 If we have specified a completion date for the provision of the services which form part of the Green Door Package or Additional Services, then we will try and complete the services by that date. However, we will be entitled to complete the services after the stated completion date or cancel the contract without being liable to you in any way if the delay in completing the services is in respect of causes outside our control or we are for any reason unable to complete the services.

10. RETURN OF PRODUCTS

10.1 You may return to us products which form part of a Green Door Package or the Additional Products, where the products are faulty or damaged or if we deliver the wrong products. In this situation we will replace the products.

10.2 All products returned must be returned in their original condition and packaging, together with the invoice and packing slip which accompanied the products.

10.3 If you wish to return a product to us, please follow the following procedure:

(a) Make sure you fill out the return slip attached to the back of the tax invoice, which accompanied the product; and

(b) Wrap the product securely and send it to us in a parcel post pack or, if the product is too large, then a sturdy carton, together with the invoice which accompanied the product and the return slip to:

Green Door Private Sales Limited
64 Montgomery Square
Nelson
New Zealand

10.4 You must also provide us with the reason for the return of the product which must be one of the following:

(a) the product received is not that which you ordered;

(b) the product(s) are faulty or damaged.

11. WARRANTY & GUARANTEES

11.1 Website Content relating to Submitted Properties is provided by the private sellers ("**Private Seller Content**") and not by us. As a result, we:

(a) Do not endorse, warrant or make any representation about any Private Seller Content and you acknowledge that we have not independently verified any of the information contained any Private Seller Content.

(b) We take no responsibility for the Private Seller Content or for any inaccuracy or omission contained in it.

11.2 We do not control and therefore are not responsible for any communication between You and any other user of the Website that may have been initiated as a result of use of the Website.

11.3 Our Content has been provided solely for informational purposes. We do not warrant or make any representation about any Content we have provided for informational purposes.

11.4 Subject to the specific terms of these Terms and Conditions we guarantee:

(a) That every transaction involving your credit card will be encrypted using appropriate encryption software including not less than 128 bit SLL encryption;

(b) Your privacy in respect of any transactions that you enter into with the Website. Please see our privacy policy which outlines how we deal with the information you provide us.

11.5 This clause 10.2 shall apply where you are a consumer under the Consumer Guarantees Act 1993:

(a) If you purchase a Green Door Package, Additional Products or Additional Services for business purposes you agree that the Consumer Guarantees Act 1993 does not apply;

(b) Nothing in these Terms and Conditions is intended to have the effect of contracting out of the provisions of the Consumer Guarantees Act 1993 except to the extent permitted by that Act, and these Terms and Conditions are to be modified to the extent necessary to give effect to that intention.

12. COPYRIGHT & USE OF MATERIALS

12.1 Unless otherwise specified, Green Door Real Estate Limited (a related company to Green Door) is the owner of the copyright in all property rights in the Content and materials appearing on the Website, including the text, site design, logos, graphics, icons, button icons, audio clips, software and images, as well as the collection, assembly and arrangement. You are granted permission to electronically copy and to print hard copy portions of the Website for the sole purpose of placing an order with us. Any other use of materials on this site, including reproduction for purposes other than those noted above, modification, distribution, or republication, without our prior written permission is strictly prohibited.

12.2 You may use the content of the Website only for the purposes of reading and shopping at the Website, or placing an order and for no other purpose. All rights not expressly granted herein are reserved. Any unauthorised use of the materials appearing on the Website may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

12.3 Material from the Website and other sites owned, operated, licensed or controlled by us or any of our related, affiliated, or subsidiary companies may not be copied, reproduced, distributed, modified, published, uploaded, posted, or transmitted in any way, without our prior written consent.

12.4 Modification, distribution, or use of the material contained in the Website for any purposes other than for your personal use directly violates our intellectual property rights. The material contained within this site is copyrighted and protected by world-wide copyright laws and treaty provisions, even if it is not stated to be so protected and is provided for lawful purposes only.

12.5 In connection with the supply of the Green Door Packages, Additional Products and Additional Services, we use a substantial number of trademarks and service marks on the Website. These trademarks and service marks may not be used or reproduced without our prior written permission.

13. DISCLAIMER

13.1 The information on the Website is provided for guidance only and is presented in good faith and believed to be correct as at the date on which the information is prepared. We make no warranties or representations about the accuracy or completeness of the Website, its content or the content of any Website "hypertext linked" to or from the Website. To the extent permitted by law, we reserve the right, but make no binding commitment, to update or correct these Terms and Conditions and information contained in the Website at any time, without notice.

14. LIMITATION OF LIABILITY

14.1 All representations or terms (including any condition or warranty expressed or implied by law, statute or otherwise) not expressly included in these Terms and

Conditions are hereby expressly excluded. You acknowledge that you have not relied on any representation or statement made by us other than the express provisions of these Terms and Conditions.

14.2 Our liability arising from any of these Terms and Conditions, or for a breach of them or for any misrepresentation, negligence or howsoever or for any loss, damage or injury arising directly or indirectly from any defect in, failure or non-compliance of a [Product] shall be limited to the price of the purchased Green Door Package, Additional Products or Additional Services, whichever shall be the lesser.

14.3 Under no circumstances will we be liable for any loss of profits, contract, indirect or consequential loss of any kind whatsoever, nor for any special, indirect, consequential or punitive damages.

14.4 Under no circumstances shall we be liable to you for any damage to the products which form part of the Green Door Package or Additional Products, due to external causes, including accident, abuse, misuse, failure to perform preventative maintenance, usage not in accordance with product instructions and/or directions.

14.5 The information provided in the Website is supplied upon the condition that you will make your own determination as to the fitness or suitability of the Green Door Package, Additional Products or Additional Services, for your purposes prior to use. Nothing contained in the Website shall be construed as a recommendation to use any particular Green Door Package, Additional Product or Additional Service.

14.6 While we endeavour to keep the Website operational 24 hours a day 7 days a week, we cannot guarantee that no interruptions will occur or that it will be error-free. We will not be liable for any damages, loss or injury, including, but not limited to special or consequential damages that result from the use of or the inability to use, the Website and the information in this Website.

15. APPLICABLE LAWS

15.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of New Zealand and shall be subject to the non-exclusive jurisdiction of the New Zealand Courts.

15.2 The Website is controlled and operated by us, from our offices within New Zealand. We make no representation or warranty that the information, Products or Services on this Website are appropriate or available for purchase in other locations. We accept no liability whatsoever to you in respect of such matters.

15.3 If you choose to access the Website from outside of New Zealand, you are solely responsible for compliance with applicable local laws and we make no warranty or representation that the information complies with any laws, rules, regulations, procedures, codes or governmental directives, outside of the jurisdiction of New Zealand.

16. GENERAL

16.1 If any provision of these Terms and Conditions are held by any competent authority to be invalid or unenforceable in whole or in party, the validity of the other provisions of these Terms and Conditions and the remainder of the provisions in question shall not be affected thereby.

16.2 The headings to the clauses of these Terms and Conditions are for ease of reference only and shall not affect the interpretation or construction of these Terms and Conditions.

16.3 If the performance of our obligations under these Terms and Conditions is prevented by reason of "force majeure" (which shall include prevention occasioned by fire, casualty, accident, act of God, natural disaster, any law, order, proclamation, regulation, demand or requirement of any government or government agency, strikes, labour disputes, shortage of labour or lack of skilled labour, shortage or unavailability of Products or raw materials, delay in transit, electricity or communications failures, or other causes whatsoever (whether similar to the foregoing or not) beyond our reasonable control of) we shall be excused from such performance to the extent of such prevention.

16.4 From time to time we may vary these Terms and Conditions without notice. Please check these Terms and Conditions periodically for changes. Your continued use of the Website after the Terms and Conditions have been changed indicates your acceptance of those changes.

17. PRIVACY POLICY

17.1 We may hold information relating to you that you have provided to us.

17.2 This information may include, amongst other information, your name, address, telephone numbers, information on the type of Green Door Packages, Additional Products and Additional Services you purchase through the Website, information on your browsing activity on the Website, lifestyle information and any other information collected in relation to the Green Door Packages, Additional Products and Additional Services that you purchase ("**Information**").

17.3 Your Information may be held and used by us for a number of purposes connected with our business operations and functions, which include:

(a) Processing your orders or applications;

(b) Carrying out credit checking and scoring (unless we have agreed otherwise);

(c) Administering your account;

(d) Dealing with requests, enquiries or complaints and other customer care related activities and all other general administrative and business purposes;

(e) Carrying out market analysis and marketing our company and the Green Door Packages generally;

(f) Contacting you (including by post, email, fax, short text message (SMS), pager or telephone) about the products and services of carefully selected third parties which we think may be of interest to you (unless you ask us in writing not to);

(g) Registering your details and allocating or offering you rewards, discounts or other benefits;

(h) Carrying out any activity in connection with a legal, governmental or regulatory requirement on us or in connection with legal proceedings, crime or fraud prevention, detection or prosecution; and

(i) Carrying out activities connected with the running of our business such as personnel training, quality control, network monitoring, testing and maintenance of computer and other systems and in connection with the transfer of any part of our business in respect of which you are a customer or a potential customer.

17.4 We may also pass personal information, relating to you, for any particular purpose to certain third parties including:

(a) Those third party websites which we list your Submitted Property as part of a Green Door Package and/or Additional Services;

(b) Credit reference agencies (unless we have agreed otherwise) who may share your information with other organisations and who may keep a record of the searches we make against your name;

(c) If someone else pays for the Green Door Package, Additional Products and/or Additional Services, that person;

(d) Those providing telephone and similar directories or directory enquiry services;

(e) Carefully selected third parties who we reasonably believe provide products or services that may be of interest to you; and

(f) Those involved in the prevention or detection of fraud or crime or the apprehension or prosecution of offenders, including the operators and participants of crime prevention schemes in which we participate who may compare your personal information with information collected from other

sources and who may keep a record of the searches we make against your name; persons to whom we may be required to pass your information by reason of legal, governmental or regulatory authority; and anyone we transfer our business to in respect of which you are a customer or a potential customer.

17.5 This policy does not affect your rights under the Privacy Act 1993. This notice is provided for your information and is not intended to limit or exclude your rights under the Privacy Act 1993.