

WEBSITE TERMS AND CONDITIONS

Introduction

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

[This website uses cookies. By using this website and agreeing to these terms and conditions, you consent to our Native Healing Herbals use of cookies in accordance with the terms of Native Healing Herbals [privacy policy / cookies policy].]

License to use website

Unless otherwise stated, Native Healing Herbals and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license material from the website;
- show any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;]
- [edit or otherwise modify any material on the website; or]
- [redistribute material from this website [except for content specifically and expressly made available for redistribution].]

[Where content is specifically made available for redistribution, it may only be redistributed [within your organisation].]

Acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without Native Healing Herbals express written consent.

[You must not use this website to transmit or send unsolicited commercial communications.]

[You must not use this website for any purposes related to marketing without Native Healing Herbals express written consent.]

[Restricted access

[Access to certain areas of this website is restricted.] Native Healing Herbals reserves the right to restrict access to [other] areas of this website, or indeed this entire website, at Native Healing Herbals discretion.

If Native Healing Herbals provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

[Native Healing Herbals may disable your user ID and password in Native Healing Herbals sole discretion without notice or explanation.]

[User content

In these terms and conditions, “your user content” means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant to Native Healing Herbals a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to Native Healing Herbals the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or Native Healing Herbals or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

Native Healing Herbals reserves the right to edit or remove any material submitted to this website, or stored on Native Healing Herbals servers, or hosted or published upon this website.

[Notwithstanding Native Healing Herbals rights under these terms and conditions in relation to user content, Native Healing Herbals does not undertake to monitor the submission of such content to, or the publication of such content on, this website.]

No warranties

This website is provided “as is” without any representations or warranties, express or implied. Native Healing Herbals makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, Native Healing Herbals does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. [If you require advice in relation to any [legal, financial or medical] matter you should consult an appropriate professional.]

Limitations of liability

Native Healing Herbals will not be liable to you (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- [to the extent that the website is provided free-of-charge, for any direct loss;]
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Native Healing Herbals has been expressly advised of the potential loss.

Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit Native Healing Herbals liability in respect of any:

- death or personal injury caused by Native Healing Herbals negligence;
- fraud or fraudulent misrepresentation on the part of Native Healing Herbals; or
- matter which it would be illegal or unlawful for Native Healing Herbals to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

Other parties

[You accept that, as a limited liability entity, Native Healing Herbals has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Native Healing Herbals officers or employees in respect of any losses you suffer in connection with the website.]

[Without prejudice to the foregoing paragraph,] you agree that the limitations of warranties and liability set out in this website disclaimer will protect Native Healing Herbals officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Native Healing Herbals.

Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Indemnity

You hereby indemnify Native Healing Herbals and undertake to keep Native Healing Herbals indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Native Healing Herbals to a third party in settlement of a claim or dispute on the advice of Native Healing Herbals legal advisers) incurred or suffered by Native Healing Herbals arising out of any breach by you of any provision of these terms and conditions[, or arising out of any claim that you have breached any provision of these terms and conditions].

Breaches of these terms and conditions

Without prejudice to Native Healing Herbals other rights under these terms and conditions, if you breach these terms and conditions in any way, Native Healing Herbals may take such action as Native Healing Herbals deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation

Native Healing Herbals may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

Native Healing Herbals may transfer, sub-contract or otherwise deal with Native Healing Herbals rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These terms and conditions constitute the entire agreement between you and Native Healing Herbals in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with [New Zealand GOVERNING LAW], and any disputes relating to these terms and conditions will be subject to the [non-]exclusive jurisdiction of the courts of New Zealand.

Native Healing Herbals details

The full name of Native Healing Herbals is [NATIVE HEALING HERBALS].

[Native Healing Herbals is registered in NEW ZEALAND

You can contact Native Healing Herbals by email to INFO@NATIVEHEALINGHERBALS.CO.NZ

Credit

This document was created using a Contractology template available at <http://www.contractology.com>.

PRIVACY POLICY

Effective date: 24TH November 2017

This Privacy Policy describes how Native Healing Herbals Limited (collectively 'we', 'us' or 'our') protect and manage your personal information and comply with the Information Privacy Principles contained in the Privacy Act 1993 (**Privacy Act**).

The Privacy Act defines personal information as information about an identifiable individual.

By providing your personal information to us, you consent to the collection, storage, disclosure, use and transfer of your personal information as described this policy. By continuing to access our website or deal with us, you agree to be bound by the prevailing privacy policy appearing on our website www.nativehealingherbals.co.nz

Collection of your personal information

We collect personal information from you for fulfilling your purchase order, dealing with enquiries, offering you products that may be of interest to you and to perform market research.

Where reasonable and practicable to do so, we will collect your personal information directly from you (for example, when you place an order or in response to your queries). We also collect cookies from your computer, which assists us in customising your experience on our website. We may also collect other information about you, or your use of our goods or services as described in any applicable terms and conditions or collection statements.

The type of personal information that we collect includes your full name, address and URL.

If you decide not to provide us with certain types of information we may be prevented from providing you with some of our services.

Anonymity

You may choose to remain anonymous by not providing your personal information to us. In such circumstances, we may not be able to provide our services to you.

Purposes for storage, use and disclosure of your personal information

We will hold, use and disclose personal information about you only for the primary purpose for which we have collected it and related purposes including:

- facilitating your purchase order;
- responding to your enquiries; and
- providing you with information about other products or services that may interest.

We may disclose your personal information to third parties, including our service providers such as delivery companies, IT service providers, payment system operators and our related companies. Some of our service providers provide services to us from overseas locations and we may in order to receive those services occasionally transfer personal information overseas, predominantly to the Asia Pacific Region.

Accessing and correcting your personal information

We take reasonable steps to make sure that the personal information which we collect, use or disclose is accurate, complete and up-to-date.

If you wish to access, update, or correct your personal information which we hold, please contact info@nativehealingherbals.co.nz

We will always take reasonable steps to comply with such requests and may charge a reasonable fee for retrieving your personal information and providing you with a copy of it. We may refuse to provide you with certain information where permitted or required by law.

Holding and securing your personal information

We will always take reasonable steps to both protect your personal information and to destroy or de-identify it when it is no longer required, including through a range of physical and electronic security measures.

We implement procedures to prevent the unauthorised disclosure of personal information provided to third parties where it is reasonable to do so. We also use a range of security measure to protect the personal information that we hold, including by encrypting data transmitted between us and your browser. However, except to the extent liability cannot legally be excluded, we exclude all liability (including in negligence) for the consequences of any unauthorised access to your personal information. Please notify us immediately if you become aware of any breach of security.

Google Analytics

We use Google Analytics to gather statistics about our visitors and use of our web content. Google Analytics uses cookies to collect information about which pages you visit, how long you are on the site, how you got there (for example from a search engine, a link, an advertisement etc.) and what you select. Advertising features we may use include remarketing with Google Analytics, Google Display Network Impression Reporting, Google Analytics Demographics and Interest Reporting and other integrated services. No personally identifying information is collected. To opt out of Google Analytics, you can download a browser add-on from Google. Alternatively, you can set your browser to refuse or delete cookies from Google Analytics. Check your browser's help information to find out how.

Procedure for complaints

If you believe that we have failed to comply with the Privacy Act and/or this Privacy Policy, you may contact our Privacy Officer. You may also lodge a complaint with the Privacy Commissioner or an Ombudsman.

Our contact details

If you would like to find out more about our management of personal information or our approach to privacy, please contact us:

E-mail: info@nativehealingherbals.co.nz