

# Statement of Rights and Responsibilities

Date of Last Revision: June 1, 2018.

## Statement of Rights and Responsibilities

This Statement of Rights and Responsibilities ("Statement," "Terms," "Conditions," or "SRR") is our terms of service that governs our relationship with users and others who interact with the 4X4 Explorer website operating under the domain name 4x4explorer.co.nz. By using or accessing 4X4 Explorer, you agree to this Statement, as updated from time to time in accordance with Section 6 below.

### 1. Registration and Account Security

Here are some commitments you make to us relating to registering and maintaining the security of your account:

1. You will not provide any false personal information on 4X4 Explorer, or create an account for anyone other than yourself without our written permission.
2. You will not create more than one 4X4 Explorer account.
3. If we disable your account, you will not create another one without our written permission.
4. You will not use any aspect of 4X4 Explorer primarily for your own commercial gain.
5. You will not use 4X4 Explorer if you are under 16.
6. You will keep your contact information accurate and up-to-date.
7. You will not share your password or let anyone else access your account, or do anything else that might jeopardize the security of your account.
8. You will not transfer your account to anyone without first getting our written permission.
9. If you select a username or similar identifier for your account, we reserve the right to remove or reclaim it if we believe it is appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).

### 2. Protecting Other People's Rights

We respect other people's rights, and expect you to do the same.

1. You will not use our copyrights or trademarks (including 4X4 Explorer, the 4X4 Explorer name or the 4X4 Explorer Logos), or any confusingly similar marks, unless you have our prior written permission.

### 3. **Safety**

We do our best to keep 4X4 Explorer safe, but we cannot guarantee it. We need your help to keep 4X4 Explorer safe, which includes the following commitments by you:

1. You will not upload viruses or other malicious code.
2. You will not solicit login information or access an account belonging to someone else.
3. You will not publish or make publically available login information of an account belonging to you or belonging to someone else.
4. You will not use 4X4 Explorer to do anything unlawful, misleading, malicious, or discriminatory.
5. You will not do anything that could disable, overburden, or impair the proper working or appearance of 4X4 Explorer, such as a denial of service attack or interference with page rendering or other 4X4 Explorer functionality.
6. You will not facilitate or encourage any violations of this Statement or our policies.

### 4. **Privacy**

Your privacy is very important to us. We do not share your email address or contact information with any third party without your permission.

### 5. **4X4 Explorer Subscription to Premium Route Content and Expeditions**

4X4 Explorer offers a subscription to premium route content and Expeditions with the following conditions of use.

1. A subscription to premium content and Expeditions is made available to users for the price of \$99 including GST for a 12 month period.
2. Premium content and Expeditions are for private and non-commercial navigational purposes by a valid paid subscription user.
3. Premium content and Expeditions are non-saleable data files in whole or part form.
4. Premium content and Expeditions in whole or part form are non-transferable to other users.
5. Premium content and Expeditions in whole or part form are non-transferable to the general public.
6. Premium content and Expeditions in whole or part form shall not be made available for user or public viewing.
7. Premium content and Expeditions in whole or part form shall not be made available for user or public download.
8. Premium content and Expeditions in whole or part form shall not be made available for user of or public sharing.
9. Premium content and Expeditions in whole or part form shall not be used in a commercial environment without our written permission.

10. If a user breaches or violates the letter or spirit of this Statement that results in the termination of the user's account then the user's account will be immediately terminated while any local copies of the subscription premium content and Expeditions will be remain governed under the conditions of Section 7 whereby subsections of Section 7 will remain in force to protect against any further breaches or violations.
11. If a user breaches or violates the letter or spirit of this Statement and is deemed by 4X4 Explorer or 4X4 Explorer's legal counsel to have a negative financial impact, or contribute to loss of earnings or exposure of copyright content, or exposure of intellectual property then the user can be prosecuted for damages and reimbursement as ruled in a Court located at the discretion of 4X4 Explorer.
12. Subscription refunds are available within a 24 hour period of accessing 4X4 Explorer and where no subscription premium routes or Exploration Route files have been downloaded from 4X4 Explorer. Refunds will normally be processed within 72 hours.

#### **4X4 Explorer Online Model**

4X4 Explorer currently operates under a novel and untested online model. This model has been designed with the intention to provide the highest level of user enjoyment and benefit while still remaining administratively viable.

1. If at the discretion of 4X4 Explorer this online model proves administratively unviable or requires alteration (minor or major) then without prior notice the 4X4 Explorer online model can be altered.

#### **6. Amendments**

1. Unless we make a change for legal or administrative reasons, or to correct an inaccurate statement, we will provide you with seven (7) days notice by posting the change in the 4X4 Explorer **My Account** area.
2. Your continued use of 4X4 Explorer following changes to our terms constitutes your acceptance of our amended terms.

#### **7. Termination**

If you violate the letter or spirit of this Statement, or otherwise create risk or possible legal exposure for us, we can stop providing all or part of 4X4 Explorer to you. Termination of an account can be applied on the basis of 4X4 Explorer's discretion alone. We will notify you by email or at the next time you attempt to access your account. In all such cases, this Statement shall terminate, but the following provisions will still apply: 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 2.1, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 5.10, 5.11, 5.12

#### **8. Disputes**

1. You will resolve any claim, cause of action or dispute (claim) you have with us arising out of or relating to this Statement or 4X4 Explorer exclusively in a New Zealand District Court located at the discretion of 4X4 Explorer.
2. If anyone brings a claim against us related to your actions, content or information on 4X4 Explorer, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim.
3. WE TRY TO KEEP 4X4 EXPLORER UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING 4X4 EXPLORER AS IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT 4X4 EXPLORER WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT 4X4 EXPLORER WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. 4X4 EXPLORER IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT OR 4X4 EXPLORER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THIS STATEMENT OR 4X4 EXPLORER WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, 4X4 EXPLORER'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

## 9. Definitions

1. By "4X4 Explorer" we mean the features and services we make available, including through (a) our website at [www.4x4explorer.co.nz](http://www.4x4explorer.co.nz) and any other 4X4 Explorer branded or co-branded websites (including sub-domains, international versions, widgets, and mobile versions); (b) our Platform; (c) social plugins (d) other media or networks now existing or later developed.
2. By "Platform" we mean a set of APIs and services (such as content) that enable others, including application developers and website operators, to retrieve data from 4X4 Explorer or provide data to us.
3. By "premium route content" we mean data of various formats relating to the information on individual routes housed on the 4X4 Explorer website.
4. By "Expeditions" we mean data of various formats relating to the information on routes provided in a packaged format that is housed on the 4X4 Explorer website.
5. By "use" we mean use, run, view or display.
6. By "user" we mean a person meeting the criteria of section 1 who has created an account on the 4X4 Explorer application "signup" page.

7. By "4X4 Explorer's competition" or "competition" we mean any website, business or individual that provides information of a similar nature to 4X4 Explorer for a fee or free of charge in any format.