

Youth Hub User Terms – Business

This website (**Site**) is owned by LinkEffect Limited (referred to on this Site as **we, our** or **us**). Your use of this Site as a "Business" is governed by these terms. By registering on this Site as a "Business", you agree to be bound by these terms (as amended from time to time).

These terms are in effect from 9th March 2016

Registration

1. In order to access and use this Site as a Business, you need to complete the Business registration process on the Site. If you do not provide all of the information requested, you will not be able to complete this registration process.
2. We reserve the right to refuse to register any person or entity as a Business, at our absolute discretion.
3. We reserve the right to suspend or terminate your registration on this Site, at any time. We will have no liability to you for any such suspension or termination.
4. By registering, you consent to receiving electronic communications from us and from any person you connect with or otherwise share your information with through the Site. You may withdraw this consent at any time by notice to us, but if you do this you may not be able to access or use all of the functionality of the Site.

Advertising and Connecting on the Site

5. Once you have successfully completed registration as a Business, you will be offered options for promoting your business and potential employment, internship and training opportunities to Youth who have registered on the Site. This may involve connecting with Youth who choose to connect with you, or receiving contact information from Youth who choose to provide this information to you.
6. Any agreement you reach with a Youth or any other person using this Site will be between you and that other person, and we will not be a party to that agreement or liable to any person in respect of that agreement. You agree to not make any contrary representation to any person.
7. We will not have any liability to you in relation to any outcomes achieved (or not achieved) by you in using the Site for the purposes contemplated by these terms of use or as otherwise set out on the Site itself.

Your Content

8. You warrant to us that:
 - (a) all information you publish on the Site in relation to your business and/or any potential employment, internship or training opportunities will be correct and not misleading;
 - (b) you have the right to publish any images or information that you publish on the Site.
9. By creating, modifying, transmitting, uploading, or submitting any content on the Site, you:

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- (a) grant to us a non-exclusive, royalty-free, fully paid-up, worldwide, perpetual, irrevocable, licence to publicly display and make your user content available (by all means and in any media) to other users of this Site and other users of our services in such manner as we may permit from time to time; and
 - (b) acknowledge and agree that no royalties or other remuneration will be paid or payable to you for your content, or for the granting of the rights described above.
 10. We reserve the right at any time to edit, refuse to display, or remove any part of this Site (including your user content) as we deem appropriate.

Fees

11. The fees payable by you for accessing and using the Site will be as set out on the Site from time to time, or as otherwise agreed with us in writing. Any fees paid or payable by you will not be refundable under any circumstances.
12. We reserve the right to adjust our fees and/or the way in which our fees are calculated on not less than 7 days' notice to you.

Your Obligations

13. You must provide true, current and complete information in your dealings with us (including when registering), and must promptly update that information as required so that the information remains true, current and complete.
14. You agree to comply with our Rules of Conduct, as set out on the Site.
15. You must keep your username and password secure and:
 - (a) not permit any other person to use your username and password, including not disclosing or providing it to any other person; and
 - (b) immediately notify us if you become aware of any unauthorised use or disclosure of your username and password, by sending an email to support@youthhub.co.nz.
16. You agree that you are solely responsible for any use of this Site by any person using your username and password and you agree to indemnify us against any claims arising out of your failure to maintain the confidentiality of your username or password. You agree to not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity. We will not be liable for any loss that you may incur as a result of someone else using your account (whether with or without your knowledge).
17. You must:
 - (a) not act in a way, or use or introduce anything (including any virus, worm, Trojan horse, timebomb, keystroke logger, spyware or other similar feature) that in any way compromises, or may compromise, the Site or otherwise attempt to damage or interfere with the Site; and
 - (b) not use data mining, robots, screen scraping, or similar automated data gathering, extraction or publication tools on this Site (including without limitation for the purposes of establishing, maintaining, advancing or

reproducing information contained on our Site on your own site or in any other publication).

18. You may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any material from this Site including code and software. You must not use this Site for any purpose that is unlawful or prohibited by these terms of use.
19. In no event will we be liable to you or anyone else for any decision made or action taken by you or anyone else in reliance upon any information contained on or omitted from the Site.

Third Party Services/Sites

20. Third party providers may offer services to you through this Site. We do not have any responsibility for the provision of those services, and do not guarantee any outcomes from you obtaining those services.
21. This Site may contain links to third party sites. These sites have not been prepared by and are not controlled by us. We do not check, endorse or approve any third party sites this Site links to.

Intellectual Property

22. All intellectual property on this Site, including the text, graphics and copyright works, is owned by us (or our relevant content supplier). We are the exclusive owner of all rights in the compilation, design and layout of this Site.

Liability

23. To the extent permitted by law, we will have no liability or responsibility to you or any other person for any loss suffered by you in connection with:
 - (a) the Site being unavailable (in whole or in part) or performing slowly;
 - (b) any error in, or omission from, any information made available through the Site;
 - (c) any exposure to viruses or other forms of interference which may damage your computer system or expose you to fraud when you access or use the Site. To avoid doubt, you are responsible for ensuring the process by which you access and use the Site protects you from this; and
 - (d) any site linked from the Site. Any link on the Site to other sites does not imply any endorsement, approval or recommendation of, or responsibility for, those sites or their contents, operations, products or operators.
24. Although we endeavour to prevent the introduction of viruses or other malicious code (together, 'malicious code') to this Site, we do not guarantee or warrant that this Site, or any data available from it, does not contain malicious code. We will not be liable for any damages or harm attributable to malicious code. You are responsible for ensuring that the process that you employ for accessing this Site does not expose your computer system to the risk of interference or damage from malicious code.
25. Although we endeavour to protect the security of your personal information you acknowledge that there is a risk of unauthorised access to (or alteration of) your

transmissions or data or of the information contained on your computer system or on this Site. We do not accept responsibility or liability of any nature for any losses that you may sustain as a result of such unauthorised access or alteration. All information transmitted to you or from you is transmitted at your risk, and you assume all responsibility and risks arising in relation to your use of this Site and the internet. We do not accept responsibility for any interference or damage to your own computer system which may arise in connection with your accessing of this Site or any outbound hyperlink.

26. To the extent permitted by law:
- (a) all warranties, representations and guarantees (whether express, implied or statutory) are excluded, including without limit, suitability, fitness for purpose, accuracy or completeness of this Site or the content on or accessed through it; and
 - (b) we will not be liable for any damage, loss or expenses, or indirect losses or consequential damages of any kind, suffered or incurred by you in connection with your access to or use of this Site or the content on or accessed through it.
27. If the Consumer Guarantees Act 1993 applies to the provision by us of the Site, you may have rights or remedies which are not excluded or limited as set out above.
28. Although we have tried to ensure the content on this Site is current, accurate and complete, we do not guarantee that such content will be current, accurate or complete when you access it. We will take action, within a reasonable time, to correct any error or inaccuracy which is brought to our attention.
29. You acknowledge that this Site may not always be available or some of the functions on this Site may be temporarily unavailable and that we will not be liable to you in respect of any inability to access or use this Site at any time.

Privacy Policy

30. The Privacy Policy available on our Site governs the collection, use and disclosure of your personal information by us. The Privacy Policy forms a part of these terms.

Jurisdiction and Governing Law

31. This Site and its content have been prepared in accordance with the requirements of New Zealand law. These terms and any matters or disputes connected with this Site will be governed by New Zealand law and will be dealt with by New Zealand courts.

Amendments

32. We may amend these terms from time to time, so you should check and read these terms regularly. By continuing to use this Site after any such amendment, you are deemed to have agreed to the amended terms.

Contact

33. If we need to contact you or provide you with any notices under these terms, we may do so by email or by posting a notice on the Site which is able to be accessed by you.
34. You may contact us at any time by email at support@youthhub.co.nz or by mail at 203a Symonds Street, Eden Terrace, Auckland 1010.