



TERMS & CONDITIONS

1. Acceptance of Terms & Conditions

- a. These Terms & Conditions are the terms on which BiograView Limited (the Company) offers you subscription services to, and access to any articles online published on the BiograView magazine (the Magazine). By subscribing to the Magazine you accept these Terms & Conditions and confirm that you understand them. If you do not accept these Terms & Conditions, you must refrain from subscribing to the Magazine.
- b. On your becoming a subscriber to the Magazine, based on these Terms & Conditions, a legally binding Agreement is formed between you and the Company which determines your use of the subscription.
- c. The Subscriber shall notify the Company in writing no less than fourteen (14) days prior of any change in the Subscriber's name and/or any other changes in the Subscriber's details (including but not limited to, changes in the Subscriber's address, email address, or business practice) to adnz-subscriptions@aredirect.co.nz.
- d. The Subscriber shall be liable for any loss incurred by the Company as a result of the Subscriber's failure to comply with Clause (1. c.).

2. Amendment of Terms & Conditions

- a. We may review these Terms & Conditions from time to time. Unless otherwise stated, amendments will be effective immediately upon publication of the reviewed Terms & Conditions. We will exercise our reasonable endeavours to notify you of any changes. However, you are responsible for ensuring you are familiar with the latest Terms & Conditions. Your continued subscription to the Magazine represents your acceptance of the Terms & Conditions as amended.
- b. These Terms & Conditions were last updated 23 November 2021.

3. Additional Terms & Conditions and Policies

- a. You agree that the Privacy Policy, available on the Website, forms part of these Terms & Conditions.

GENERAL TERMS

4. Terminology

- a. In these Terms & Conditions, the following expressions have the meanings as set out below:
 1. "Magazine" means the BiograView magazine as published by BiograView Limited;
 2. "Paid in Advance Customer" means a Subscriber (as defined below) who has paid the Company for its Subscriptions or Services ahead of delivery of the Subscription or supply of Services, in such a manner as agreed with the Company.
 3. "Services" means all services supplied by the Company to the Subscriber and includes, but not limited to, Subscriptions (as defined below) and any other service to be supplied in the future by the Company.
 4. "Subscriber" and "Subscription" means a subscriber of, or a subscription to, the BiograView Magazine;

5. "we", "us" and "our" are a reference to the Company;
6. "you" and "your" are a reference to you;
7. "Website" means any BiograView website through which the Services are offered.
8. "Working day" means any day in Auckland New Zealand that is not a Saturday, Sunday, Public Holiday, or falls on or between 25 December and 2 January.

5. Disclaimer

- a. You expressly understand and agree that:
 1. your use of the Services is at your sole risk. The Website and Services are provided on an "as is" and "as available" basis. To the maximum extent permitted by law and without limiting this clause, the Company disclaims and excludes all implied conditions or warranties, including, but not limited to, any warranties of merchantability, fitness for a particular purpose, and non-infringement;
 2. the Company does not warrant that:
 - i. the Services provided will be uninterrupted, timely, secure, or error free, or
 - ii. that any information (including feedback) provided on the Website is error-free or reliable;
 3. no advice or information that is obtained by you from the Company or anyone else shall create any warranty by the Company that is not expressly stated in the Terms & Conditions; and
 4. while the Company has systems in place to reduce the risk of credit card fraud, the Company is not responsible for protecting Subscribers from credit card fraud.

GENERAL CONDITIONS OF USE

6. Limitation of Liability

- a. You agree that, to the maximum extent permitted by law, any and all liability and responsibility of the Company to you or any other person under or in connection with these Terms & Conditions, or in connection with the Services and the Subscription, another Subscriber's acts or omissions whether on the Company's social media accounts or otherwise, or your use of or inability to use, the Services or the Website, is excluded regardless of whether such liability arises in contract, tort (including negligence), equity, breach of statutory duty or otherwise. The Company's liability and responsibility is excluded in respect of any and all loss or damage, whether direct or indirect, including, without limitation, loss of profits, loss of data, loss of business or anticipated savings, general and special damages, and consequential and incidental loss.

7. Indemnity

- a. You agree to release, indemnify and keep the Company (and our Company contributors) indemnified from and against all actions, claims, costs (including legal costs and expenses), losses, proceedings, damages, liabilities, or demands suffered or incurred by us arising out of or in connection with your failure to comply with these Terms & Conditions.

SUBSCRIBERSHIP CONDITIONS

8. Becoming a Subscriber

- a. To subscribe you must be at least 18 years old. By registering as a Subscriber, you warrant that you can form a legally binding contract.

9. Accuracy of Information

- a. You warrant that you have provided complete, accurate, and current personal information when registering as a Subscriber. You must maintain and update your personal information held by the Company to ensure it is kept current at all times. The Company may call or mail you to verify these details. You must not register as a Subscriber under multiple identities or personas (whether false or not) unless doing so is with the express written permission of the Company and for the purposes of using the Company for separate business of which you are an owner, partner or shareholder.

10. Emails, Newsletters, Messages and Notifications

- a. The Company will send you emails relating to your Subscription and other activities on the Website, and for promoting and marketing other the Company products and Services to you.
- b. The Company may also send regular electronic newsletters to Subscribers. Newsletters will contain clear and obvious instructions for how you can unsubscribe from the mailing list. Such notifications are necessary for the Company to provide the Services.
- c. While the Company will comply with the Unsolicited Electronic Messages Act 2007, any messages that must be sent to facilitate a transaction of which you are a party will be sent, even if you have unsubscribed from communications, as these are not considered as a commercial electronic message as per s6(b)(ii) and s6(b)(iv) of the Act.

11. Renewing your subscription

- a. The Company's pre-paid subscriptions purchased will not automatically renew at the end of your subscription period. Before the end of your subscription period you will receive an e-renewal asking whether you wish to re-subscribe and providing instructions on how to do so. Subscribers will also have the option to renew their Subscriptions online.

12. Termination of Subscribership

- a. The Company reserves the right to decline to register or to terminate your Subscription without entering into further discussion with you. Without limiting the foregoing, the Company may terminate your Subscription if:
 1. if you breach any of our Terms & Conditions or policies,
 2. if you impersonate another Subscriber, or
 3. if we, at our sole discretion, deem your behaviour to be unacceptable.
- a. Any Subscriber may at any time end their Subscription. If you end your Subscription, or if it is terminated by the Company, you will cease to receive Magazines under your Subscription.

13. Online communications

- a. Any online publication by an author on the the Company Website or on any of the Company's social media accounts is the opinion of the author of that publication and does not represent the view of the Company.
- b. The Company does not endorse or support any particular opinion, recommendation, information, advice or anything contained in or that might be inferred from a post on the Website or any of the Company's social media accounts. We certainly cannot and do not vouch for or guarantee the accuracy, validity, integrity or quality of any posting and we cannot ensure that harmful, inaccurate, deceptive, offensive, defamatory, unlawful or otherwise objectionable postings will not appear on this Website or the Company's social media accounts. By providing you and others with the ability to comment, the Website and the Company's social media accounts act as a passive conduit and we neither undertake nor accept any obligation or liability relating to any posting or the activities of users.
- c. The Company is not responsible, liable or accountable for any comments or posts made by other subscribers. The Company does not control, monitor, screen or edit user posts, although it reserves the right to do so and may start, stop or decide to do so, for a particular reason or for no reason at all, at any time and from time to time in our sole discretion, without notice.

14. Third party websites

- a. When you click on advertisements or links on any of our websites, social media accounts or through our apps, you may be redirected to a third party website. The linked websites are not under our control and we are not responsible for the conduct of companies linked to our websites or apps. By placing a link to a particular product, we are in no way endorsing that product. We recommend that, before disclosing your personal information to a website to which you were redirected from an advertisement, you read that website's privacy policy and terms of use/service.

15. Delivery

- a. At the Seller's sole discretion the costs of delivery may be:
 - 1. included in the Price; or
 - 2. in addition to the Price; or
 - 3. for the Client's account.

- d. Unless otherwise agreed between the Parties in writing, subclause (16. a. 1.) will be followed.

16. Replacements

- a. The Company does not issue replacements.

- b. If a Subscriber has not received their magazine, an extra issue will be added onto the end of their subscription.

17. Refunds

- a. Where BiograView is damaged or faulty upon receipt and does not meet consumer guarantees under the Consumer Guarantees Act 1993:
 - 1. You may be entitled to a refund or an extension to your current Subscription as compensation for the damaged issue (at the discretion of the Company's decision).
Please contact our Subscription Team to arrange for a refund or an extension of your Subscription.
Call: 0508 624748(0508 MAGS4U)
Email: adnz-subscriptions@aredirect.co.nz

- b. A refund may take 5 – 10 working days to be transferred into your account.

18. Cancellation

- a. The Company has a no cancellation policy if a customer simply changes their mind. Exceptions will be made in the event and upon showing proof of death in writing.

- b. Alternatively, you may transfer your remaining Subscription to a nominated party. Cash refunds will not be issued.

19. Fees

- a. At the Company's sole discretion fees shall be either as indicated on the Company's website and/or as indicated on invoices provided by the Company to the Subscriber in respect of the Subscriptions ordered.

- e. At the Company's sole discretion:
 - 1. payment shall be due 14 days (number of days may increase due to Christmas season) before the first issue of the Magazine is delivered; or
 - 2. payment for approved Subscriber shall be made by instalments in accordance with the Subscriber's payment schedule; or
 - 3. payment for approved Clients shall be due as indicated on the Client's invoice emailed to the Client's email address or address for notices.

- f. Unless otherwise agreed between the Parties in writing, subclause (20. b. 1.) will be followed.

- g. Payment will be made by cash, or by bank cheque, or by credit card, or by debit card, or by direct credit, or by any other method as agreed to between the Subscriber and the Company.

- h. GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

- i. Credit card payments may be charged an additional fee of 2.9% (including GST). This fee does not apply to direct debit customers.
- j. You must have sufficient funds or credit facilities to cover the full cost of each Subscription. We reserve the right to obtain validation of your payment details before fulfilling your Subscription, and carry out reasonable security checks from time to time.
- k. We are not responsible for and will not reimburse you for any charges, duties, fees or taxes that your financial services provider charges you for currency conversions or administration fees.
- l. The Company may, at our discretion, offer a discount on its fees listed. In this case, the specific Terms & Conditions related to the agreement between the Company and the Subscriber may apply in addition to the Terms & Conditions stated herein or as otherwise stated in the agreement between the Company and the Subscriber.
- m. We will endeavour to send you notification of any price changes which may affect you. For paid in advance customers, price changes may take effect on renewal or on your next subscription period, with 10 working days written notice.

20. System availability

- a. The Company will use its reasonable endeavours to ensure the availability of its Website and Services, subject to any downtime required for maintenance. However, the Company takes no responsibility for any system unavailability, or for any loss that is incurred as a result of the Website or Services being unavailable. Furthermore, the Company assumes no responsibility for the corruption of any data or information held by the Company.

21. Force majeure

- a. The Company has no liability for any lack of performance, unavailability or failure of the Services or Website, or for any failure of the Company to comply with these Terms & Conditions where the same arises from any cause reasonably beyond the control of the Company. This includes, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, or pandemics and interruptions, or loss or malfunctions of utilities.

22. No waiver of rights

- a. If we do not exercise or enforce any right available to us under these Terms & Conditions, it does not constitute a waiver of those rights or our right to act with respect to subsequent or similar breaches.

23. Partial invalidity

- a. If any provision of these Terms & Conditions becomes or is held to be invalid, unenforceable, or illegal for any reason, and in any respect, that provision shall be severed from the remaining Terms & Conditions, which shall continue in full force and effect.

24. Governing law

- a. These Terms & Conditions are governed by the laws of New Zealand. You submit to the non-exclusive jurisdiction of the Courts of New Zealand.

25. Intellectual property rights

- a. The Company (and its licensors or suppliers, as the case may be) owns all proprietary and intellectual property rights in the Website and Services (including text, graphics, logos, icons, video and sound recordings) and the software and other material underlying and forming part of the Services, the Website and the Applications.
- n. You may not, without our prior written permission, in any form or by any means:
 1. Adapt, reproduce, copy, sell, distribute, print, display, perform, publish or create derivative

- works from any part of the Website or Services; or
2. Commercialise, copy, or on-sell any information, or items obtained from any part of the Website or Services.

26. Entire agreement

- a. These Terms & Conditions supersede all previous conditions, understandings, commitments, agreements and representations whatsoever whether oral or written, and constitutes the entire agreement between the parties relating to the subject matter of these Terms & Conditions.

27. Data Protection

- a. The Company collects, uses and discloses personal information about you as outlined within our **Privacy Policy**.

28. How to make a complaint

- a. If you wish to make a complaint about the way in which we handle your personal information, please contact us at contact@biograview.com. We undertake to acknowledge and investigate any complaint promptly and will respond to written complaints within a reasonable time from the date of receipt.
- o. If you are dissatisfied with our response, you may refer the matter to the **New Zealand Privacy Commissioner**. If you are dissatisfied with our response in relation to the way in which we handle your personal information in the course of our journalistic activities, you may refer the matter to the **New Zealand Media Council**.