**CONCENTRATION CALCULATOR**

**TERMS AND CONDITIONS**

1. These Terms and Conditions (**Terms**) set out the terms and conditions on which AQUI-S New Zealand Limited (**we**, **our** or **us**) agrees to permit you to use our Concentration Calculator application and associated services (the **Application** and together the **Services**).
2. By using the Services you and/or the entity you represent (**you**, **your**) agree to be bound by these Terms, as altered by us from time to time. If you do not wish to agree to these Terms, including any updated version of these Terms, you must stop using the Services.
3. In registering to use our Services you agree that you will comply with all applicable laws and regulations with respect to your use of the Application and Services.
4. By downloading the Application and registering to use the Services, you agree to us collecting and using your information, including any personal information, in accordance with our privacy policy, which may be found here. Our privacy policy forms part of these Terms, and by using the Application and Services you agree to our privacy policy.
5. You will provide us with any information we may reasonably require from time to time and will promptly notify us of any changes to your contact details. You warrant that, at the time of registering to use the Services, and whenever you provide us with any information through the Application or in any other way, that all information you provide to us is accurate, complete and up to date and you have all rights and consents necessary to provide the information to us.
6. To the maximum extent provided by law, we disclaim and exclude any implied conditions or warranties (including, without limitation, any warranties of accuracy, completeness, reliability, merchantability and fitness for a particular purpose). All statements, information and recommendations made by us on the Application or about the Services are believed to be reliable, but do not constitute a guarantee or warranty.
7. The Application and Services are provided on an “as is” and “as available” basis. Without limiting paragraph 6 above, to the extent permitted by law, we do not warrant:
8. that the Application or Services will be uninterrupted, timely, secure or error-free;
9. that the Services, or any information obtained by you through the Services, will meet your requirements, assist you to achieve any desired result or be fit for your intended purpose;
10. that any information obtained by you through the Services is accurate, correct, reliable, complete or up-to-date.
11. You acknowledge and agree that you are responsible for your use of any information obtained through the Services, and how you decide to rely on any such information is at your sole risk. If you use any of our other products or services you will do so in accordance with:
12. any terms, instructions and recommendations provided to you in connection with those products and services; and
13. all applicable laws, regulations or regulatory approvals,

and we do not accept any responsibility for your use of our products and services otherwise than in accordance with this clause 8.

1. You must contact us immediately if there is an error or defect in the Application or Services. We will use all reasonable endeavours to correct any such error, but, to the maximum extent permitted by law, will not be liable for any losses (whether direct, indirect, or consequential) arising from an error or defect within the Application or Services.
2. You retain ownership of all intellectual property rights in all information that you input into the Application. You hereby grant us a royalty free, non-exclusive licence to use such information for the purpose of providing you with access to the Application and Services, and any other purpose set out in these Terms including our privacy policy.
3. Subject to clause 10, you acknowledge and agree that all intellectual property rights in the Application and Services are owned by us or our licensors. You may not in any form or by any means adapt, reproduce, store, perform, publish or create any derivative works from any part of the Application or Services or commercialise or on-sell any information or software obtained from the Application or Services or from us.
4. You agree to at all times indemnify us and our officers, servants and agents against any and all liability, claims, losses, damages, costs or other expenses of any nature whatsoever awarded against, incurred or suffered by us or our officers, servants and agents arising out of or in connection with your use of the Application or Services, any information provided by you and/or any breach of these Terms.
5. To the maximum extent permitted by law (whether in contract, tort including negligence, or otherwise) we will not be liable to you under these Terms for any loss of revenue, loss of anticipated savings, loss of goodwill or opportunity, loss of production, loss or corruption of data or wasted management or staff time, or loss, damage, cost or expense of any kind whatsoever that is indirect, consequential, or of a special nature, arising directly or indirectly out of your use of the Application or Services, even if we had been advised of the possibility of such damages, and even if such loss, damage, cost or expense was reasonably foreseeable by us.
6. If we are found to have any liability under or in connection with these Terms, to the extent permitted by law, the maximum amount of our liability arising out of all claims under these Terms or relating to the Application or Services will not in any circumstances exceed NZ$100.
7. We may amend these Terms from time to time. You are responsible for reviewing these Terms regularly to obtain timely notice of any such changes. Your continued use of the Application will constitute your acceptance of any changes or revisions to these Terms.
8. Our failure or delay to exercise any right or remedy we may have under these Terms will not be construed or operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.
9. These Terms will be governed by the law of New Zealand. You agree to submit to the non-exclusive jurisdiction of the courts of New Zealand.

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