

CS-VUE – TERMS OF USE

OVERVIEW

These terms ("**terms**") apply to your use of the CS-VUE website ("**website**") operated by Waka Kotahi New Zealand Transport Agency (Waka Kotahi) ("**we**", "**us**", "**our**"). By using the website you agree that you have read and are bound by the terms.

1. ACCEPTABLE USE

1.1 When using the website you must:

- (a) comply with all applicable laws;
- (b) not use the website for any unlawful, misleading, dishonest, malicious, or commercial purpose;
- (c) not upload or share any content that is, or may be, inaccurate, misleading, inappropriate, offensive, or unlawful;
- (d) not do anything that may cause disruption, or undue inconvenience to us, other users or to the website;
- (e) otherwise comply with any reasonable direction given by us in relation to your use of the website from time to time.

2. MATERIAL UPLOADED TO THE WEBSITE

- 2.1 The website is accessible only by agencies and individuals to whom we grant access. However, content may be disclosed, such as under the Official Information Act 1982 or Privacy Act 1993. Please do not upload content that you believe should not be disclosed. You are solely responsible for making this decision and we will not be liable to you for any disclosure of content.
- 2.2 You warrant that you are authorised to use and share any material you provide or upload to the website and that use of your material and content on the website in accordance with these terms and the purpose of the website will not infringe the rights of any third party.
- 2.3 We may remove any material or content from the website, including any material or content you provide, at our sole discretion. This includes but is not limited to material that we consider to be offensive, inappropriate, misleading, abusive, discriminatory, inaccurate, or otherwise in breach of these terms.

3. DISCLAIMER

- 3.1 You are solely responsible for all material and content you provide or post to the website. We are not liable for any content that is uploaded by any agency or individual that is given access to the website.
- 3.2 We exclude any warranty as to the completeness, accuracy or currency of any information on the website, except to the extent that such exclusion is prohibited by law.

3.3 Neither we nor any person acting on our behalf will be liable in any way for any loss, damage, costs or expenses which may arise directly or indirectly from your use of the website, or any advice, opinion, information, content, representation or omission, whether negligent or otherwise, contained on the website, except to the extent that such liability may not be excluded by law.

4. PRIVACY STATEMENT

4.1 We comply with New Zealand's privacy laws and will treat all personal information that we hold about you in accordance with the Privacy Act 1993.

4.2 We collect your personal information strictly for the purposes of identifying you and providing them with access to the website. We will not use or distribute any personal information for any other purpose unless required to do so by law or with your express consent

4.3 We will take reasonable steps to protect your personal information from misuse, interference, loss, unauthorised access, modification or disclosure.

4.4 You have the right under the Privacy Act 1993 to access the personal information that we hold about you, and to ask us to correct it if necessary. You can do this by contacting consents@nzta.govt.nz.

5. PASSWORDS

5.1 Once you register on the Website, you must keep all usernames and passwords secure and confidential and must not disclose them to any third party. You must take reasonable care to:

(a) choose a password that is a secret known only to you which cannot be easily guessed;

(b) not disclose your password to anyone;

(c) not allow anyone to see your password or have the opportunity to see it or record it when you enter it on a computer; and

(d) change your password at regular intervals.

5.2 You must immediately change your password and notify us if:

(a) you believe the secrecy of your password or the security questions which you answered has been compromised; or

(b) you become aware of any unauthorised use of your username or password.

5.3 We may decline to register, suspend, or terminate your membership (including your logon and/or the connection of your hardware device) without notice and without entering into discussions with you. Without limiting the foregoing, we may suspend or terminate your membership if a serious complaint or multiple complaints are received about you from other members, if you breach these terms and conditions, if you impersonate another member, or if we, at our sole discretion, deem your behaviour to be unacceptable. If we suspend or terminate your membership, you must not create another one without our prior approval.

6. TERMINATION

- 6.1 Either party may terminate your use of the website by providing 30 days written notice.
- 6.2 Upon termination of your use of the website all access will be removed. We will provide you a reasonable opportunity to retrieve any material you uploaded to the website, after which we may delete such material.

7. MISCELLANEOUS

- 7.1 We may amend these terms from time to time. We will give reasonable notice of any such change.
- 7.2 We do not make any guarantees or warranties about the website, including as to quality, availability, or fitness for purpose of the content of the website.
- 7.3 We reserve the right to assign the website and these terms. You must not assign your rights or obligations under these terms to anyone else, without our prior written consent.
- 7.4 These terms are governed by New Zealand law.