

## **PizazzeStore.com Terms of Use**

The following terms govern the use of this website. Please read them carefully.

### **Agreement**

By using this site, you expressly agree to these terms.

The information detailed herein may not be duplicated or redistributed in any form without the prior written permission of Pizazz eStore Limited ("Pizazz").

Other than connecting to Pizazz servers by HTTP requests using a web browser, you may not attempt to gain access to Pizazz servers by any means – including, without limitation, by using administrator passwords or by masquerading as an administrator while using Pizazz website or otherwise.

You agree not to disrupt, modify or interfere with Pizazz websites or its associated software, hardware and servers in any way and you agree not to impeded or interfere with others' use of Pizazz websites. You further agree not to alter or tamper with any information or materials on, or associated with, Pizazz and/or Pizazz websites.

### **1. Content**

While Pizazz eStore Limited (Pizazz) endeavours to supply accurate information on this site, errors and omissions may occur. Pizazz does not accept any liability, direct or indirect, for any loss or damage which may directly or indirectly result from any advice, opinion, information, representation or omission whether negligent or otherwise, contained on this site. You are solely responsible for the actions you take in reliance on the content on, or accessed, through this site.

Pizazz has obtained this information from sources which it considers reliable, but Pizazz does not guarantee the accuracy or completeness of this information. Any mention of third parties is for informational purposes only, and does not constitute an endorsement or recommendation. Pizazz makes no representations or warranties, whether express or implied, with respect to the information found at this website.

### **2. Disclaimer**

You understand and expressly agree that use of this site is at your own risk, that any material or data downloaded or otherwise obtained through the use of the site or by virtue of interaction with other users is at your own discretion and risk, and that you are solely responsible for any damage to your computer system or loss of data that results from the download of such material or data, and for any other form of damage that may be incurred. Pizazz shall not be liable to users for any damage resulting from use of the site, nor is Pizazz in any way responsible for the conduct of users, or information exchanged on the site.

In no event shall Pizazz or any of its affiliates, officers, directors, employees, consultants or agents be liable for any direct, indirect, punitive, special, incidental, or consequential damages or any damages whatsoever, including, without limitation, damages for loss of profits or business interruption, arising out of or in any way related to the use or performance of this internet site or to any information or products or anything else obtained through this site, or otherwise arising out of the use of this site, or to the inability to use the site, whether based in tort, contract, negligence, strict liability or otherwise, even if Pizazz has been advised of the possibility of damages.

Pizazz provides general information about Pizazz eStore Limited and the products and services it offers. Pizazz reserves the right to change, delete or move any of the material on Pizazz websites at any time without notice.

Pizazz and its affiliates shall not be liable to you or any other third parties for any direct, indirect, special, consequential or punitive damages allegedly sustained arising out of your access to or inability to access Pizazz websites. This includes viruses alleged to have been obtained from Pizazz websites, your use of or reliance on Pizazz websites or any of the information or materials available on Pizazz websites, regardless of the type of claim or the nature of the cause of action.

### **3. Intellectual Property**

Pizazz owns all copyright and other intellectual property in this site. Everything on this site, unless otherwise stated, is copyright.

Pizazz welcomes the use of this site for personal use, non-commercial use, research or study – provided that the user acknowledges all copyright and any other notices contained in the content.

We advise that you may not copy or display for redistribution to third parties, or for commercial purposes, any portion of this site without the express permission of Pizazz.

Any requests for Pizazz permission to publish, copy, reproduce, distribute, transfer, or otherwise use any materials contained in this website should be e-mailed or mailed to Pizazz for authorization. You agree not to add, change or delete any copyrighted or proprietary information from materials downloaded from this site.

### **4. Links**

Please note that although this site may now or in the future have some hyperlinks to other third party websites, these sites have not been prepared by Pizazz and are not under the control of Pizazz. The links are only provided as a convenience, and do not imply that Pizazz endorses, checks, or approves of the third party site. Pizazz is not responsible for the privacy principles or content of these third party sites. Pizazz is not responsible for the availability of any of these links.

Pizazz requires that you request our permission to include a link from another site to this site. If you would like to request permission, please email us at [enquiries@pizazzestore.com](mailto:enquiries@pizazzestore.com).

### **5. Indemnity**

By viewing and utilizing this site, you agree to indemnify, defend, and hold harmless the Pizazz, its suppliers, vendors, affiliates, officers, directors, employees, consultants and agents from any liability, losses, claims, causes of actions and expense (including but not limited to reasonable attorneys' fees) relating to your violation of this agreement or use of this site in any unauthorized manner. Your use of this site shall constitute your acceptance of the aforementioned items of this disclaimer and copyright policy, as revised and modified, if any, every time you access this site. Pizazz reserves the right to revise this agreement at any time, and such modifications shall be effective immediately upon posting of the modified agreement on this website.

#### **6. Jurisdiction**

The administrative headquarters of Pizazz are in Auckland New Zealand and any dispute involving the information contained in this website shall be heard in the courts of Auckland New Zealand.

#### **7. Changes to this Agreement**

Pizazz reserves the right to make changes to the content on this website at any time and without notice.

Any changes to these terms will be posted here and will be effective as soon as they are posted.