

Promapp Solutions Limited operates the Community and has created a library of process knowledge ("**Library**") from councils across New Zealand that have made some of their business process information available for other councils to access and use ("**Information**"). This Information has been provided by the councils for inclusion in the Library in order to assist other councils to:

- define new processes, or improve existing processes by providing real examples of processes defined by other councils in New Zealand; and
- collaborate with other council subject matter experts on better ways of performing these processes, through discussions in the Forum.

The following terms and conditions of use ("**Terms**") apply to you in respect of access to and use of the Community. In order to access and use the Library, you must request access to and use of the Library from us. By accessing and using the Community you will be deemed to agree to these Terms. If you do not agree to be bound by these Terms, you should stop accessing and using the Community.

1. Definitions

- 1.1 References in these Terms to "we" or "us" are to Promapp Solutions Limited. References to "you" refers to:
- a) you, the council authorised by us to access the Community; and
 - b) you, the person authorised by the council to access the Community.

If you are a council and you authorise any person to access to Community then you agree that any act or omission of that person will be treated as your act or omission.

- 1.2 In these Terms, the following words mean the following:

"**Community**" means the private online shared process library and forum community website established by us at <https://go.promapp.com/lgprocesses> and <https://au.promapp.com/lgprocesses> including the Library and Forum.

"**Forum**" means an online forum that facilitates discussions amongst users of the Community.

"**Intellectual Property Rights**" means rights to patents, trademarks, service marks, inventions, copyright, know how whether or not registered, and any related enhancement or modifications.

"**Member**" means you and other users of the Community.

2. Access To library

- 2.1 We agree to provide, and you agree to accept, access to the Community in accordance with these Terms. We grant you a non-transferable, non-exclusive, revocable licence for you to access and use the Community solely for your internal council purposes within New Zealand, subject to clause 0. If you wish to use the Library, you must request access to and use of the Library from us.
- 2.2 If we grant you access to the Library we will provide you with access logins and passwords. You agree that:
- a) you must keep your access login and password secure and confidential and not share your login access or password with any other person;
 - b) you are entirely responsible for any and all activities that occur under or through the use of your access logins;
 - c) we can reasonably rely on any use of your access logins;

- d) you will notify us immediately if you believe that your access login or password is no longer secret and we will cease allowing access in relation to that access login; and
- e) you must change your password if we request you to do so. You must contact us immediately if you suspect any unauthorised use or disclosure of your login and password.

2.3 You acknowledge that you are responsible for all computer equipment, communications links and Internet access you require to access the Community, and for all charges in relation to those things.

3. Member Conduct in the Community online forum

3.1 You must not, when using the Forum:

- a) defame, abuse, harass, stalk, threaten, breach the confidence of or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- b) post any inappropriate, defamatory, untrue, offensive, malicious, infringing, obscene, indecent, threatening or unlawful content;
- c) post any message, content or other material that infringes the intellectual property rights of any third party;
- d) post any files that contain viruses, corrupted files, or other programs that may damage the operation of another's computer;
- e) impersonate any other person, or falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a posted file;
- f) prevent any other person from using the Community;
- g) conduct or forward competitions, surveys or chain letters;
- h) hack into any part of the Community;
- i) send any unsolicited electronic messages (i.e. spam) or other advertisement or promotional material;
- j) commit or encourage a criminal offence; or
- k) act otherwise in breach of any relevant statute or rule of law.

4. Content and our right to monitor

4.1 The content posted by Members on the Forum represents the views of Members, not our views. We do not control or endorse and are not responsible for the content posted by Members on the Forum, and we have no obligation to monitor content. However, we may:

- a) review the Forum and delete or remove any content that is in breach of these Terms;
- b) disclose any information necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any content.

If you are dissatisfied with any of content on the Forum, you should notify us and discontinue use of the Forum.

5. Disclaimer

5.1 We make Information available to you through the Library free of charge. Some of the material contributed by the councils creating it may have been edited or removed by us before becoming Information in the Library (e.g. to anonymise the Information). Use of the Information is at your own risk. We are not responsible for any adverse or other consequences arising out of the use of Information. The Information has not been prepared by taking into account your particular objectives, situation or needs. You should assess whether it is appropriate in light of your own objectives, situation and needs. We do not give any warranty of accuracy, completeness or reliability of Information contained in the Library to you or any other person. To the extent permitted by law we exclude all responsibility and liability for such Information.

6. Warranties

- 6.1 We warrant that we have the authority to allow you to access and use the Information contained in the Library in accordance with these Terms. All other warranties are expressly excluded to the maximum extent permitted by law.

7. Termination of access

- 7.1 We may terminate your access to the whole or part of the Community at any time for any reason without notice. We reserve the right to cease operating the whole or any part of the Community at any time, or to change or remove any of the Information that is available in the Library.

8. Changes to Terms

- 8.1 We reserve the right to change these Terms at any time by notifying you of the existence of revised Terms through the Community. By continuing to access the Community, you agree to be bound by the amended Terms.

9. Ownership and Restrictions

- 9.1 You acknowledge that we are the proprietor or authorised licensee of the Intellectual Property Rights in the Community including the Information, and you will not dispute our or our licensors' ownership of, or right to use, them.
- 9.2 You must use the Community as we direct you from time to time. You must not:
- a) attempt to bypass any security mechanism in place on any system we use to make the Community available to you or in the Community itself;
 - b) gain or attempt to gain unauthorised access to the Community, our systems, or any of our customers' systems, information or data.
- 9.3 You may download or print as much Information from the Library as you require, provided that it is to be used solely for your internal council purposes in accordance with these Terms.
- 9.4 You agree that you will not, without our prior written consent:
- a) distribute or copy for commercial purpose, nor incorporate in any other work or publication (whether in hard copy, electronic or other form), any Information;
 - b) reproduce, republish, transmit, transfer, upload, sell, modify or distribute in any way any Information.

10. Indemnity

- 10.1 You agree to indemnify and defend us and our officers, directors and employees (the "Indemnified Persons"), and hold the Indemnified Persons harmless, from and against any liability, claim, loss, expense, cause of action or demand (including, without limitation, legal fees) arising directly or indirectly in connection with your use of the Community including use of any of the Information or any breach by you of these Terms.

11. Limitation Of Liability

- 11.1 We are not liable to you, whether in tort, contract or otherwise, for any form of loss or damage including direct, indirect, special, incidental, consequential or punitive damages (including without limitation, loss of use, loss of data, loss of anticipated savings, loss of goodwill) however caused, arising out of or in connection with your use of the Information or these Terms.

12. General

- 12.1 We may give you notice by email, post or by fax to the address you have given us when you have registered. Any communication by email or fax is deemed to be received when transmitted to the correct email or fax address of the recipient. Communication in writing is deemed to be received 3 days after posting, or when left at the specified address.
- 12.2 New Zealand law governs these Terms. New Zealand courts have the exclusive jurisdiction over these Terms. If you wish to bring a claim against us, you must do so in a New Zealand court.
- 12.3 These Terms constitute the entire agreement between us in relation to the Community.
- 12.4 You may not assign or transfer these Terms, or your access or use of the Community, or any of your other rights and obligations under these Terms without our prior written consent.
- 12.5 The provisions of clauses 9, 10, 11 and this clause 12 will survive termination of these Terms.
- 12.6 If any provision of these Terms is invalid or unenforceable the remaining provisions of these Terms are not affected and continue in full force.
- 12.7 Any unlawful provision in these Terms may be severed, and the remaining provisions remain enforceable.
- 12.8 No delay or failure to act is a waiver of any other or any subsequent breach. The failure of a party to enforce a provision of these Terms is not to be interpreted as a waiver of that provision. No waiver is effective unless it is in writing.