



Terms and Conditions

Presentation and Information

Welcome to the website ecosource.co.nz (hereinafter, the "Website"). The Website is owned by Ecosource Limited (hereinafter, "Ecosource"), a company registered in New Zealand.

The information on this Website is in English, all communications shall be in English, and the Website is designed to comply with New Zealand law. We may restrict access to some parts of the Website to users who have not registered with us.

Access and use of the Website are regulated by these Terms and Conditions, so we recommend that you read them carefully.

Use of the Website

Accessing and using the Website implies, on the one hand, the attribution of the status of User; and, on the other hand, the acceptance of these Terms and Conditions. If the User does not agree with any of the conditions contained in this notice, they must stop using the Website immediately.

The User is solely responsible for accessing, browsing, and using the Website. Ecosource asks the User to communicate any fact or circumstance known to them that could be suspected of violating the rights of third parties or any other anomaly detected on the Website as soon as possible.

Our Rights in the Website

Ecosource or its licensors own all IP Rights in the Website, in any and all Content as well as the look and feel of our Website (together the "Ecosource IP"). Ecosource reserves all rights in respect of the Ecosource IP not otherwise expressly granted to you by these Terms.

You agree that you will not yourself nor allow any third party to:

- (a) publish, copy, distribute or modify any of the Content;
- (b) copy, reproduce or use any trademarks, logos or brand names which appear on the Website;
- (c) otherwise distribute, modify or make derivative works of any of our Ecosource IP or use any of our Ecosource IP in a manner that violates these Terms or in any way not expressly permitted by us in writing, other than for the limited purpose of promoting our range of products on your own website and for such other purposes as we may from time to time expressly approve in writing; or
- (d) claim or register ownership of any Ecosource IP on your behalf or on behalf of others.



Content

Significant time, effort, and resources have been invested in the development and maintenance of the Website and its Content. However, Ecosource, its directors, employees, representatives, and any affiliated companies are not liable for any damages, losses, or costs arising from your use of or reliance on the Website or its Content.

While we strive to ensure that the information provided on the Website is accurate and current, we cannot guarantee its accuracy or completeness. It is your responsibility to ensure that the information and Content available on the Website meet your specific needs. All Content is provided on an "as-is" basis without any warranties or representations, to the maximum extent permitted by law. Please note that there may be minor variations in color or size between the images or specifications of products on the Website and the actual products.

Access to the Website

Ecosource provides you with a non-exclusive, non-transferable, limited, and revocable right to access and use the Website for your business activities, specifically for promoting our products, in line with the terms of the Agreement. Your ability to access and utilize the Website and/or its Services is contingent upon your adherence to the obligations outlined in the Agreement.

In your use of the Website and any available Services, you must:

- (a) Maintain the confidentiality and security of your login credentials and any other access information;
- (b) Take all reasonable measures to prevent unauthorized access or use of the Website and notify Ecosource immediately if such an incident occurs;
- (c) Accept that we may suspend or deactivate your login if we discover that your access details have been shared with unauthorized individuals;
- (d) Ensure that, if you are using the Website or Services on behalf of a company, organization, or entity, you have the authority to bind them to the terms of the Agreement.

Be aware that Ecosource routinely updates and enhances the Website and its Services to keep up with technological advancements.

You are prohibited from using the Website to:

- (a) Transmit or receive any content that:
 - is technically harmful (such as Malicious Code);
 - is threatening, grossly offensive, indecent, obscene, defamatory, in contempt of court, or breaches confidence, Ecosource's rights, or any third party's rights;



- for which you lack the necessary licenses or approvals (from us or any third party);
- encourages or constitutes criminal behavior or breaches any applicable laws;

(b) Use the Website for purposes other than those intended by Ecosource;

(c) Extract data from, hack into, or reverse engineer the Website, or interfere with its normal operation;

(d) Collect or track third-party personal information or data, or engage in spamming, phishing, pharming, pretexting, spidering, crawling, or scraping;

(e) Engage in any fraudulent or unlawful activities.

We reserve the right to disable your access to the Website and/or the Services without liability if you violate these terms.

Disclaimers and Limitations on Liability

In accordance with applicable law, we disclaim all liability to you or any third party for any loss, liability, damage, cost, or expense arising from any cause (whether due to contract, tort, including negligence, or otherwise), including but not limited to direct, indirect, consequential losses, loss of profits, loss of opportunity, and loss of data, related to:

(a) the Website and its Content, including any inaccuracies, omissions, or issues regarding merchantability, quality, fitness for a particular purpose, accuracy, or availability;

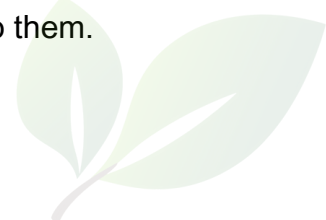
(b) any content from third parties displayed on the Website or any external websites linked from our Website, including any errors or inaccuracies; or

(c) any partial or complete unavailability of the Website.

Although we strive to ensure the Website is always accessible, uninterrupted, timely, secure, and free from errors, faults, or harmful components, we cannot guarantee this. We will, however, make reasonable efforts to rectify any errors or omissions promptly upon notification.

We reserve the right to modify, correct, or make changes to the Website, including altering or removing Content, at any time without prior notice. This may include restricting access or editing or removing any Content that, in our reasonable judgment, may lead to a breach of these Terms or is necessary for repairs, maintenance, or introducing new features or Content.

We may include links to external websites on our Website for your convenience. However, we do not endorse, make representations, or provide warranties about such external websites. Your use of these links is at your own risk. We do not monitor or investigate these external websites and expressly disclaim any responsibility or liability concerning the accuracy and/or content of these websites, their privacy practices, terms of use, or any updates or changes made to them.



Data Use and Privacy

To access and utilize the Website and its Services, you may need to furnish us with certain details, some of which could be personal information. However, opting not to provide this information might result in limited functionality or unavailability of certain features on the Website.

We assure you that any personal information shared with us, whether through the Website or by other means, will be handled, stored, and utilized in compliance with our Privacy Policy.

Furthermore, during your interaction with the Website or when you supply us with personal information, we may generate anonymized statistical data based on your information and activity on the Website or with our services. This process may involve aggregating your data with other data. Once anonymized, this data can be used for various purposes, such as enhancing the Website and our services, creating new offerings, identifying business trends, and other applications we may inform you about from time to time.

Suspension or Termination of Access

We maintain the authority to limit, suspend, or revoke your access to the Website or the Services (or any portion thereof) at any given time, either at our discretion or if you (or someone else with your permission) violate these Terms by using the Website or any Services.

Our enforcement of this provision does not affect any other rights or remedies we may have concerning any infringement of rights, obligations, or liabilities that occurred before such suspension or termination.

Purchase Products Through the Website

Among the services that Ecosource offers to users on the Website is the ability to purchase products through electronic transactions. This process typically involves placing an initial order and completing the transaction through the Website, followed by a subsequent payment, usually via card payment.

The specific terms that govern the relationship between Ecosource and the user who purchases products through the Website are detailed in the General Conditions of Sale.

Third-Party Links

Users may find links on the Website that lead to other web pages managed by third parties, including social networks.

Ecosource provides these links to enhance the browsing experience for users. However, Ecosource cannot be held responsible for the content of the websites to which these links lead, as they are not under Ecosource's control. By accepting these Terms and Conditions, the user acknowledges this fact.

General

We shall not be held accountable for any failure to fulfill our obligations under the Agreement or for any costs or liabilities you may face due to circumstances beyond our reasonable control.

