

## Terms and Conditions

### Definitions

- 1.1 **Confidential Information** means all know how, financial information & other commercially valuable or sensitive information in whatever form, including inventions, trade secrets, formula, graphs, charts drawings devices or videos, models, and personal data of the participants which has been or will in the future be disclosed by that party to another party
- 1.2 **Force Majeure** means any act of God, nature, war or Government, any civil disturbance
- 1.3 **Intellectual Property Rights** means all Intellectual Property rights including but not limited to industrial and intellectual property rights whether conferred by statute, at common law or in equity, all copyright and similar rights that may subsist or may hereafter subsist in works or other subject matter, rights in relation to trademarks, inventions, data and databases, business names, domain names and all other rights conferred under statute, common law or equity in relation to invention in New Zealand or overseas.
- 1.4 **Module** means the pages of knowledge and interactions that exist to represent a single unit of learning for example one lecture, chapter or topic.
- 1.5 **ApiNZ Live** means the web presence derived from the Bracken platform
- 1.6 **User** means a person who registers for and is accepted in to ApiNZ Live
- 1.7 **Video Analysis App** means the iOS application that allows a user to record, analyse and upload videos to ApiNZ live for further review sharing and analyses
- 1.8 **Zone** means a grouping mechanism on ApiNZ Live.

**Indemnity** Any User will indemnify ApiNZ against all liabilities, costs, losses, claims or demands incurred and arising out of any claim by a party that the services of this agreement, infringes on the intellectual property rights of third party.

### Intellectual Property

- a) Content owned, licensed, or created by ApiNZ remains the property of ApiNZ or its Licensors
- b) By submitting content on ApiNZ Live, the user agrees that this content, including answers or images submitted, becomes the property of ApiNZ or its Licensors
- c) Regardless of origin, any improvements or developments to ApiNZ live will be the Intellectual Property of ApiNZ

### Force Majeure

ApiNZ will not be responsible or held liable for delays or other failures to perform or losses caused or resulting from Force Majeure event from any event

### Governing Law

These Terms and Conditions must be interpreted in accordance with the laws of New Zealand.

### Technical and Support Arrangements

Back ups are daily and retained over a 30 day period

### Security

A software firewall is part of the system. Whilst absolute security of private data against theft cannot be guaranteed, ApiNZ will via its suppliers, effect and maintain adequate security measures to safeguard the confidential information of all participants using the web service, such measures meeting the industry standard of care.

*An optional bi-weekly maintenance window of 1 hour is not accounted for as downtime. In some instances of infrastructure providers downtime, we will endeavour to advise these prior where known.*