

# Terms and Conditions of Use



## Agreement Overview

Use of this website is subject to these Terms and Conditions, including our standard Terms and Conditions for the supply of Goods and Services, our Privacy Policy, Refund Policy, and any other documents referenced herein. Together, these documents form the complete agreement between you and Joint View Limited ("we," "us," or "our"). By accessing or using this website, you confirm that you have read, understood, and agree to be legally bound by these Terms and Conditions from the date you first use the website. If you do not agree with any part of these terms, you must stop using the website immediately.

## Definitions

For the purposes of this Agreement, "Agreement" refers to these Terms and Conditions and any supplementary documents such as quotations, orders, or invoices. The terms "we," "us," "our," or "ourselves" refer to Joint View Limited, including any authorized representatives, successors, or assigns. "You," "your," or "yourself" refers to any person using this website who is 18 years of age or older and has the legal authority to enter into a binding agreement. "Incidental items" are goods and/or services available for purchase on this website. The "Website" refers to the online platform operated by us, which is accessible via the internet. "Prohibited Content" refers to any content that violates applicable laws, misrepresents information, infringes on intellectual property rights, or would reasonably be considered deceptive or offensive. "Personal Information" includes any data that identifies you, such as your name, email address, or demographic details. "Confidential Information" includes sensitive or proprietary information belonging to either party, including business operations, trade secrets, pricing, or contracts.

## Acceptance of Terms

We reserve the right to update or change these Terms and Conditions at any time. Changes will be communicated through the website, and continued use of the website will be considered acceptance of the updated terms. By using this website and conducting transactions through it, you confirm that you are at least 18 years old, legally capable of entering into this Agreement, and acknowledge that this Agreement creates legally binding obligations.

## Compliance with Laws

You agree that your use of this website will comply with all applicable laws and regulations, including but not limited to the General Data Protection Regulation (GDPR) and the New Zealand Privacy Act 1993. These laws govern how we collect, use, and protect your personal data.

## Privacy Policy

We are committed to protecting your privacy in accordance with the New Zealand Privacy Principles. When you provide personal information to us, you trust that we will handle it responsibly and in your best interest. We only collect information necessary to provide you with our goods or services and ensure that your experience on the website is secure and efficient.

## Storing and Securing Your Information

We take all reasonable steps to ensure the information we hold is accurate, current, complete, and secure. When conducting transactions on our website, your data will be transmitted using secure SSL encryption technology. This ensures that your personal information cannot be intercepted or altered by unauthorized parties.

## Information We Collect

When you place an order or fill out a form on our website, we may collect personal information including your name, contact details, and demographic data. We may also collect information such as your IP address, the time and date of your visit, browser details, and referring websites to help us improve our services and understand user behaviour. This data is used for statistical analysis and marketing performance assessment.

## Disclosure of Information

We will only share your information as authorized by you, required by law, or as necessary to fulfil our services—for example, with delivery providers. Third parties are only given the information required to perform their role and are not permitted to use it for any other purpose. Your information will not be shared, sold, rented, or leased to external parties without your consent, except as described above. Only authorized employees will have access to your personal information for the purpose of fulfilling your requests or managing your account.

## Your Data Protection Rights

You may request access to, correction of, or deletion of your personal data at any time. If the data has been collected with your consent, you may withdraw that consent without affecting the legality of any processing done prior to withdrawal. We will respond to such requests within fourteen (14) days, subject to identity verification and in accordance with applicable legislation.

## Cookies and Tracking Technologies

Our website may use cookies, tracking pixels, and web beacons to collect usage data and monitor the effectiveness of our digital communications. These technologies help us identify user behaviour, track email engagement, and analyze website performance. Cookies may be stored on your device but do not access or alter your hard drive.

## Mailing Lists

If you receive marketing communications from us, you may request to be removed at any time. If an unsubscribe option is not available, you may use the Contact Us form on the website to request removal.

## Returns, Damages, and Defects

Our return policy aligns with our standard Terms and Conditions for the supply of Goods and Services. We do not accept returns due to a change of mind or incorrect purchasing decisions unless we are at fault.

## Intellectual Property

All content on this website is owned by us, our partners, or suppliers, and is protected by copyright and trademark law. You may not reproduce, distribute, publish, or use any of our content without prior written permission. Any unauthorized use may result in legal action, and you agree to indemnify us for any loss or damage resulting from your breach of this provision.

## External Links and Advertisers

Links to third-party websites or advertisements displayed on our site do not imply endorsement. We have no control over third-party content and are not responsible for any dealings or transactions that occur between you and external parties. We advise you to review their terms and policies before engaging with them.

## Product Specifications

All product descriptions and specifications are based on information available at the time of posting and are believed to be accurate. However, variations may occur. If colour, size, or other attributes are critical to your decision, we recommend contacting us directly. Colours displayed online may differ from actual items due to monitor settings or image quality.

## Service Availability

We do not guarantee uninterrupted access to the website. Scheduled maintenance or technical issues may result in temporary unavailability. Where possible, we will provide advance notice of maintenance periods.

## Termination of Access

We reserve the right to suspend or terminate your access to the website at any time, without notice or reason. We are not liable for any consequences resulting from such termination.

## Jurisdiction and Legal Proceedings

This website is operated from New Zealand, and its use is governed by New Zealand law. By using the website, you agree that any disputes will be subject to the jurisdiction of New Zealand courts and conducted in English. If your use of the website is unlawful in your location, you are prohibited from accessing it.

## Data Storage and Cloud Services

We may store data using cloud technologies, which may involve storage outside of New Zealand. While we cannot specify in advance the jurisdictions involved, all service providers we use must comply with New Zealand privacy laws regarding data transfer and storage.

## General Provisions

Failure by either party to enforce any provision of these Terms does not constitute a waiver of those rights. If any part of these Terms is deemed invalid or unenforceable, the remaining provisions will remain in full force. We are not liable for indirect or consequential losses, including loss of profits, and our total liability will not exceed the value of the services purchased.

## Feedback Policy

User feedback must be relevant to specific transactions and must not contain inappropriate, offensive, or defamatory content. We reserve the right to remove such content. Feedback must not include personal contact details or be self-directed.

## Force Majeure

Neither party will be liable for any failure to perform obligations caused by events beyond reasonable control, including natural disasters, war, strikes, or technical failures.