

CHRISTCHURCH CITY COUNCIL

SMARTVIEW WEB APP TERMS OF USE

Version 1 – effective from 28 August 2019

1. INTRODUCTION

- 1.1 SmartView Web App Service:** Christchurch City Council (referred to in these Terms of Use as **we, us** and **our**) provides a web app which combines data from a range of public and private sources to provide the public with information about Christchurch, including activities and services in the city (referred to in these Terms of Use as **SmartView Web App**).
- 1.2 Application of Terms of Use:** The SmartView Web App is owned and operated by us and is governed by these Terms of Use. By using the SmartView Web App you are deemed to accept these Terms of Use and these Terms of Use form a legally binding contract between you and us. You should only use the SmartView Web App if you agree to be bound by these Terms of Use.
- 1.3 Privacy:** The way in which we use personal information is explained in, and governed by, the SmartView Web App [Privacy Policy](#). By using the SmartView Web App, you accept, without limitation or qualification, the terms outlined in the SmartView Web App Privacy Policy.

2. CONTENTS OF THE SMARTVIEW WEB APP

- 2.1 No endorsement:** The SmartView Web App pulls together information from a variety of third party public and private sources to provide you with access to a range of data in one place. We do not review or amend the content of any of the third party sourced information that is made available on the SmartView Web App. The availability of this information via the SmartView Web App should not be taken as an endorsement or approval by us of the information provided, or the relevant activities or services described.
- 2.2 Third Party Sites:** The SmartView Web App may link you to websites and third parties connected to featured information, activities or services. These websites are not under our control, and you acknowledge that we are not responsible for the accuracy or any other aspect of the content of such websites. Your use of such websites is subject to their terms of use. The inclusion of a link to any such websites does not mean that we have reviewed and endorse or assume responsibility for material posted or activities, services or products offered on that website.
- 2.3 Fees:** While use of the SmartView Web App is free of charge, not all activities or services featured on the SmartView Web App are free of charge, and it may be necessary to purchase tickets or to pay a fee if you wish to participate in the relevant activities or receive the relevant services. If a ticket is required to be purchased, or there are fees payable to participate in a featured activity or receive a featured service, you will be required to purchase the ticket from, or pay the fee to, the service provider, or the applicable ticketing agent.

3. PUSH NOTIFICATIONS AND LOCATION DATA

- 3.1 Push Notifications:** The SmartView Web App allows you to sign up to receive push notifications containing news updates or information about other topics, activities or services that interest you. If you do not wish to receive any push notifications from the SmartView Web App, you can opt out of receiving these notifications at any time by deactivating the notifications option in the settings menu of the SmartView Web App, or

in the notification settings on your mobile device. Push notifications are not currently available if you are using an iOS device.

- 3.2 Location data:** If you have allowed the SmartView Web App to access your location data, we will use your location to provide you information about activities and services which are nearby. You can opt out of sharing your location with us by deactivating the location option in the settings menu of the SmartView Web App or the location settings on your mobile device. However, if you choose not to share your location, the activities and services shown will not be tailored to your location. Our use of location data is described in the SmartView Web App [Privacy Policy](#).

4. YOUR RESPONSIBILITIES

- 4.1 Lawful use:** You may only use the SmartView Web App for lawful purposes and you must comply with all applicable laws when accessing and using the SmartView Web App.

- 4.2 Instructions:** You must comply with any instructions we provide to you relating to access to, and use of, the SmartView Web App.

- 4.3 Prohibited acts:** You must not:

- (a) copy, modify, translate or otherwise create derivative works from any part of, or reverse engineer or decompile the whole or any part of, the SmartView Web App (or attempt to do so, or assist anyone else to do so);
- (b) copy any part of the SmartView Web App, except as permitted by these Terms of Use and to the extent that copying occurs automatically in the normal course of your accessing the SmartView Web App;
- (c) interfere with, or disrupt, the provision of the SmartView Web App or its use by anyone else; or
- (d) attempt to gain unauthorised access to the SmartView Web App, the server on which the SmartView Web App is stored or any server, computer or database connected to the SmartView Web App.

5. INTELLECTUAL PROPERTY

- 5.1 Copyright:** Unless otherwise indicated, we or our licensors hold the copyright and other intellectual property rights in all material on the SmartView Web App (**Materials**). You do not acquire any ownership rights in the Materials by using the SmartView Web App or any of the Materials.

- 5.2 Your Use of Materials:** The Materials can be accessed and used by you for personal and non-commercial purposes free of charge on any device that you own or control. The Materials may not otherwise be copied, reproduced, republished, uploaded, posted, transmitted, distributed or used in any way unless specifically authorised by us.

- 5.3 Trademarks and logos:** We do not authorise the use of any of our trademarks or logos, or any other trademarks and logos on the SmartView Web App, without our prior written permission. These are the registered or unregistered trademarks of us or our licensors.

- 5.4 Your Content:** Anything you provide to us, including feedback, ideas or suggestions that you give us, in relation to the SmartView Web App may be used by us free of any obligations to you (including payment).

6. LIABILITY AND DISCLAIMERS

6.1 Information Accuracy: In respect of the information provided on the SmartView Web App:

- (a) the information is for general information purposes only and has not been prepared by taking into account the particular objectives, situation or needs of any individual users; and
- (b) although we try to ensure that content is current, accurate and complete, and we will take action within a reasonable time to correct any error or inaccuracy that is brought to our attention, we do not warrant or represent that the content available or accessible via the SmartView Web App will always be accurate, complete or current when you access it,

and accordingly, use of information and material contained on the SmartView Web App is at your own risk.

6.2 No guarantee of availability: We will use reasonable efforts to ensure that the SmartView Web App is available as much of the time as possible, but we do not warrant or represent that the SmartView Web App will be available at all times, or that access to the SmartView Web App will be uninterrupted or error free, or free of viruses, bugs or anything similar that may impact the functionality, accuracy and/or reliability of the SmartView Web App.

6.3 Liability Exclusions: Subject to clause 6.6, to the fullest extent permitted by law, we will not be liable for any errors and omissions, nor for:

- (a) any direct or indirect, incidental, special or consequential loss or damage;
- (b) any loss of data, profits, revenue, business or goodwill; or
- (c) any damage to your mobile device or the data held on your mobile device,

arising out of or in connection with the use of the SmartView Web App or the data contained on it, your reliance on any of the information you access through the SmartView Web App, or your use of any services featured on the SmartView Web App.

6.4 Limitation of Liability: If, notwithstanding the above, we are found to be liable to you for any damage or loss which arises as a result of your use of the SmartView Web App, subject to clause 6.6, our liability (whether in contract, tort or otherwise) shall not exceed \$50.00.

6.5 Warranties Excluded: To the fullest extent permitted by law, we disclaim and exclude all representations, warranties and conditions, whether express, implied or statutory, relating to the SmartView Web App, other than those representations, warranties and conditions identified expressly in these Terms of Use.

6.6 Consumer Guarantees: Notwithstanding any other provision of these Terms of Use, nothing in these Terms of Use limit any rights you may have under the Consumer Guarantees Act 1993 (**CGA**), provided that if you are in trade (as defined in the CGA) and are using the SmartView Web App in trade, you agree that the provisions of the CGA do not apply.

7. SUSPENSION AND TERMINATION

Suspension of Operation: We may withdraw or suspend the operation of the SmartView Web App, or cease to provide and/or update content to the SmartView Web App, with or without notice

to you, if we have reasonable grounds for doing so, including for security, legal or business reasons.

8. AMENDMENTS

We may amend these Terms of Use from time to time. We will indicate the date of the last update of these Terms of Use on the version of the Terms of Use available through the SmartView Web App. You should check the Terms of Use from time to time to check for any amendments. If you continue to use the SmartView Web App after any such amendment, you will be considered to have accepted the amended Terms of Use.

9. OPERATING REQUIREMENTS

9.1 Browser Requirements: You will need to use one of the following browsers in order to access the Web App:

- (a) Safari;
- (b) Google Chrome; or
- (c) Browser that supports HTML5, CSS3 and ES6.

9.2 Responsibility: You are responsible for ensuring you are using one of the browsers listed in clause 9.1, and for complying with the applicable terms of use of that browser.

10. GENERAL

10.1 Assignment: Your rights and obligations under these Terms of Use are personal to you and you may not assign or otherwise transfer any of your rights or obligations under these Terms of Use to any other person without our prior written consent. We may assign or transfer any or all of our rights or obligations under these Terms of Use at our sole discretion.

10.2 Force Majeure: Neither you or us will be liable for any breach of these Terms of Use, if and for so long as this breach is a direct result of circumstances beyond the breaching party's reasonable control.

10.3 Waiver: No waiver by you or us of your or our (as applicable) rights under these Terms of Use will be effective unless it is in writing.

10.4 Governing Law and Jurisdiction: These Terms of Use are governed by the laws of New Zealand, and any related disputes will be resolved by the New Zealand courts.

10.5 Entire Agreement: These Terms of Use and the documents and information referred to in these Terms of Use record the entire agreement between you and us relating to the SmartView Web App.

10.6 Severability: If any provision of these Terms of Use is or becomes invalid or unenforceable, that provision will be deemed deleted from these Terms of Use. The invalidity or unenforceability of that provision will not affect the other provisions of these Terms of Use, all of which will remain in full force and effect to the extent permitted by law, subject to any modification made necessary by the deletion of the invalid or unenforceable provision.

10.7 Contacting Us: If you have any questions about these Terms of Use or the SmartView Web App, please find the details to contact us at SmartChristchurch@ccc.govt.nz.