

HeartLab Site Terms

Agreement to these terms

By using the www.HeartLab.com website (the Website), you accept these Terms of Use and are bound by them. Please read them carefully. If you do not accept these Terms of Use, you should not use the Website.

HeartLab may amend these Terms of Use in whole or in part from time to time. Amendments will be effective immediately once posted on the Website. You are responsible for ensuring you are familiar with the latest Terms of Use. By continuing to use the Website, you agree to be bound by the Terms of Use as amended (whether or not you have received any amendments). In addition, when you use any current or future HeartLab services, content or other materials, you also will be subject to HeartLab Customer and Master Services Agreement or other agreement governing your use of our services.

Intellectual Property

IP rights in Website: HeartLab (and HeartLab's licensors or suppliers, as the case may be) own the intellectual property rights to all items manifested in the Website, including all of the content of the Website (such as text, graphics, logos, icons and sound recordings) and all software code underlying and forming part of the Website.

Your right to use the Website

You may not, without HeartLab's prior written permission, in any form or by any means:

- a. adapt, reproduce, copy, store, distribute, print, display, perform, publish or create adaptations from any part of the Website (including the content of the Website); or
- b. commercialize, copy, or on-sell any information, or materials obtained from any part of the Website (including the content of the Website).
- c. Our right to use your content: When posting or uploading any content to the Website or making contact with other users of the Website:
 1. you agree that any such content may be used for its intended purpose;
 2. you warrant that all information is correct and up to date, and are responsible for ensuring that it remains so; and
 3. you warrant that you are the sole owner of any intellectual property rights in such content.

HeartLab Webforms

By requesting a demo or requesting to be added to HeartLab's mailing list, you agree that the information you provide is accurate and not misleading. You are responsible for maintaining and updating the information held by us to ensure it is always current. We may email you to

verify these details. You are required to supply your legal first name and last name. By requesting a demo, you warrant that you can form a legally binding contract and that, if you are a natural person, you are of the age of majority in the jurisdiction that you are resident in.

Communication

By providing an email address to us, you consent to receiving electronic communications from HeartLab, including promotional and marketing materials and HeartLab newsletters. You may unsubscribe from any HeartLab correspondence by clicking on "unsubscribe".

Privacy

You acknowledge that you have read and understood our Privacy Statement which form part of these terms. You agree that we may use and disclose information about you in accordance with the Privacy Statement. You also agree to check the Privacy Statement regularly and to tell us if you object to the use or disclosure of information about you in accordance with any updated policy.

HeartLab Rights:

HeartLab reserves the right to limit your activities on the Website, issue a warning to you, deactivate your account, terminate your account or co-operate fully with any law enforcement authorities or court order requesting or directing HeartLab to disclose the identity of anyone posting any content on the Website without prior notice at any time. Cause for such action shall include, but is not limited to;

- a. breaches or violations of these Terms of Use or other incorporated agreements or guidelines;
- b. requests by NZ Police or other law enforcement agencies;
- c. discontinuance or material modification to the Website (or any part thereof);
- d. unexpected technical or security issues or problems;
- e. extended periods of inactivity;
- f. engagement by you in fraudulent or illegal activities; and/or
- g. non-payment of any fees or other amounts owed by you to HeartLab.

Indemnity

You agree to indemnify and keep indemnified HeartLab from and against all actions, claims, costs (including legal costs and expenses), losses, proceedings, damages, liabilities, or demands suffered or incurred by HeartLab to any person arising out of, or in connection with, your failure to comply with these Terms of Use, your failure to complete a transaction, or arising out of any content or item you submit, post, upload, transmit, link to or make available.

Acceptable use

Compliance with law

You agree to use the Website in a manner that complies with all applicable laws and regulations both in New Zealand and in your country of residence if different, and that does not infringe our rights, nor the rights of anyone else, nor restricts or inhibits their use and enjoyment of the Website.

Specific prohibitions

In particular, and without limitation, you agree not to:

- a. damage or harm the Website, or any underlying or connected network or system;
- b. use a harvesting bot, robot, spider, scraper, or other unauthorized automated means to access the Website or content featured on it for any purpose;
- c. introduce any viruses, content or code to the Website which is technologically harmful;
- d. use the Website to do anything unlawful, misleading, malicious, or discriminatory;
- e. do anything that could disable, overburden, or impair the proper working of the Website, such as a denial of service attack;
- f. facilitate or encourage any violations of these Terms of Use;
- g. upload or post any content on the Website (or use the Website to transmit any communication) which is in our view illegal, obscene, defamatory, threatening, infringing of intellectual property rights, invasive of privacy or otherwise objectionable.
- h. send or otherwise post unauthorized commercial communications (such as spam) on the Website;
- i. engage in unlawful multi-level marketing, such as a pyramid scheme on the Website;
- j. solicit user information or access data belonging to someone else;
- k. bully, intimidate, or harass any user/member of the Website;
- l. offer any contest, giveaway, or sweepstake on the Website without obtaining our permission. If we consent, you take full responsibility for the contest, giveaway, or sweepstake, and agree to comply with all applicable laws, or attempt to do any of the above.

Linking

You may create a hyperlink to the Website from another website. However, this link must not be presented in any way that implies that the Website has an association with the other site, or endorses that site or the products available on or through that site. Neither HeartLab's name, nor any of HeartLab's logos may be used on any other site without HeartLab's written consent. If you create a hyperlink to the Website, you are responsible for all direct and indirect consequences of the link.

Liability

Information should be treated as a guide only: The information provided on the Website should not be your only source of information when you are making decisions. They should be treated as a guide only. Use the Website as a starting point and then seek independent professional advice.

Reasonable care

HeartLab will use reasonable endeavours to ensure:

- a. the availability of the Website subject to any downtime for maintenance; and
- b. the information provided on the Website is reliable, up-to-date, complete and accurate at the time of publishing.

No liability

The Website is provided on an "as is" and "as available" basis. You agree that, to the maximum extent permitted by law:

- a. any and all of HeartLab's liability and responsibility to you or any other person:

under or in connection with these Terms of Use, or

in connection with the Website (including any errors in or omissions from the Website), any goods or services provided on or through the Website, another user's acts or omissions (including any comments or content posted), or your use of or inability to use, the Website (including any loss or corruption of data),

is excluded regardless of whether such liability arises in contract, tort (including negligence), equity, breach of statutory duty or otherwise;
- b. HeartLab's liability and responsibility is excluded in respect of any and all loss or damage, whether direct or indirect, including, without limitation, loss of profits, loss of data, loss of business or anticipated savings, general and special damages, and consequential and incidental loss; and
- c. HeartLab disclaims and excludes all implied conditions or warranties, including, but not limited to, any warranties of merchantability, fitness for a particular purpose, and non-infringement.

If you need to contact us about these Terms of Use, please email hello@heartlab.com.