

Online Access Terms of Use

These Conditions of Use are Important.
Please read them carefully before using this site.

This site is owned by Debtworks (NZ) Ltd (referred to on this site as "Debtworks", "we", "us", or "our"). Any reference to Debtworks shall include any associated division, company, agent or employee.

Use of our Online Access Facilities (referred to on this site as "Online access facilities" or "facilities") is subject to these terms of use. By registering, viewing and using our online access facilities, you acknowledge that you have read and accept these terms of use. If you do not agree, you should not register for our Online Access facilities.

These Terms of Use form a legal contract between you and us in relation to your use of our Online access facilities. It is important that you read and understand them before sending us your electronic Registration form.

These terms of Use explain:

- important information on the use of our Online Access facilities, password security and cancellation of your online access;
- Your obligations, rights and responsibilities once you are registered to use our Online access facilities;
- Your authorisation to us to process instructions on your accounts when electronic instructions are received;
- Our obligations, rights and responsibilities in relation to the provision of Online access facilities;
- The extent of your risk and potential liability for loss using our Online access facilities;
- Other important matters including privacy, amendments to the Online access facilities and these Terms of Use.

We will provide you with a unique Customer ID and an Internet password to enable you to access online access facilities.

You must access Online facilities in the ways described in these terms and conditions and in any amendment notices issued by us in the future.

These terms of use can only be varied by our express approval in writing. [Additional Terms](#)

Certain products and services have their own specific governing terms and conditions which shall apply in addition to these Online Access Terms of use. Where inconsistent, and unless specified otherwise, these Terms of use will override any other conditions of use for specific products and services where the transaction was undertaken using our Online Access facilities. [Privacy Policy](#)

By using our Online access facilities you agree to our [Privacy Policy](#). You have the right to access and correct your personal information held by us. [Click here to review our complete Privacy Policy.](#) Terms of use and Content may change

All content on this site (including these terms of use) is subject to change at any time. Notice of changes to these conditions of use will be given on our website prior to those changes taking effect. You should check these terms regularly for changes. Continued use of our site shall constitute your acceptance to any changes.

No content on this site shall add to or change any contract for products or services you may have with Debtworks. [Disclaimer](#)

The information provided in this site is based on information supplied by Debtworks (unless otherwise specified), and is intended only as a general guide.

While every endeavour has been made to supply accurate information, errors and omissions may occur. The content on our website is not intended to be a substitute for commercial judgment or professional advice, and you should not act in reliance upon any of our site's content, without first obtaining our direct professional advice relevant to your circumstances. [Access and Availability of Online Access](#)

You can access and transact on all accounts on which you are the account owner (that is, all accounts associated with your Client Number).

Our online access facilities are generally available 24 hours, 365 days a year, excepting any necessary downtime to allow for maintenance of the system. Using Debtworks Online Access

You agree that :

- you will not use our Online Access facilities for any purpose other than to view or carry out your business and enquiries available through our online facilities.
- you are responsible for using, having or obtaining a computer with compatible Internet access. Any charges relating to that computer or Internet Service provider are also your responsibility.
- use of your User ID and password provide sufficient authority for us to process transactions on your files. We may act on this authority and are not obliged to make further enquiries.
- you shall not employ misleading email addresses or falsify information in the header, footer, return path, or any part of any communication, including emails, transmitted through this site.
- you shall not, except as permitted under applicable law, copy, reproduce, republish, upload, post, transmit distribute or otherwise communicate to the public any of the content provided in this site, including the text, graphics, button icons, audio and video clips, digital downloads, data compilations and software, without our prior written permission. However you may download, display and print the materials presented on this site for your own internal non-commercial use only.
- you shall not use any "robot," "spider", "crawler" or other automated device, or a program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the web pages, data or content found on this site, in any case without our prior written permission.
- you shall not, except as permitted under applicable law, alter, modify, translate, decompile, adapt, disassemble, reverse engineer or create derivative works from any content or component from this site.
- you shall not transmit or otherwise transfer any web pages, data or content found on this site to any other computer, server, web site, or other medium for mass distribution or for use in any commercial enterprise. The use of such materials on any other web site or in any environment of networked computers is prohibited.
- you shall not use any device, software or routine to interfere or attempt to interfere with the proper working of this site.
- you shall not take any action that imposes a burden or load on our infrastructure that we deem at our sole discretion to be unreasonable or disproportionate to the benefits we obtain from your use of the site.
- you shall not make any unauthorized use of this site and/or the materials contained on this site to violate applicable copyright, trademark or other intellectual property laws or other laws. You must retain all copyright and trademark notices, including any other proprietary notices, contained in the materials, and you must not alter, obscure or obliterate any of such notices.
- you shall not post or transmit any unlawful, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law or applicable regulation or code of conduct.
- you shall not post or transmit any information which
- infringes the rights of others or violates their privacy or publicity rights,
- is protected by copyright, trademark or other proprietary right, unless with the express written permission of the owner of such right,
- contains a virus, bug, worm, time bomb, trojan horse, trap door or other harmful item,
- is used to unlawfully collude against another person in restraint of trade or competition, or
- creates any liability on us or causes us to lose (in whole or in part) the services of our internet service providers or other suppliers. Protect your Password

Upon registering, you will receive a password and user ID.

You may only maintain one user ID and password at any one time and may not use multiple user IDs or passwords. This will be your own confidential password for your own personal use. You may not permit others to use your passwords.

Once validated, you should memorise your Internet Password and use it with your User ID to access our Online Access facilities.

Anyone using your User ID and password will be allowed access to your files, whether they are authorised by you to do so or not. You are responsible for maintaining the confidentiality of the password and user ID, and are fully responsible for all activities that occur under your password or user ID.

Whenever entering your password you should take care to ensure that you are not being observed.

You agree you will not:

- Choose a password that is easily able to be guessed or identified as relating to you, or is an obvious combination of letters and numbers (e.g. sequential numbers, birthdate, etc);
- Make your password known to any other person including to the Police, workmates, family or Debtworks staff;
- Keep any record of your password in a form that it can be readily identified;
- Store the password anywhere, in written or electronic form including any password saving facility on your computer;
- Leave your computer unattended and left logged in to Debtworks Online Access;
- You agree to ensure all information provided to us in relation to your Online Banking transactions is accurate.

If any record containing your password is lost or stolen or your password becomes known to anyone other than yourself, you must immediately notify us.

Review of Transmissions

We are not obliged to but may, from time to time monitor and review any information transmitted or received through this site and reserves the right to sensor, edit, remove or prohibit the transmission or receipt of any information that we deem inappropriate or in violation of our terms of use.

During monitoring, the information may be examined, recorded or copied, and your use of this site constitutes your consent to such monitoring, copying and review. You agree that if you submit suggestions, ideas, comments or questions or post any other information on this site, you grant us a worldwide, non-exclusive, royalty-free, perpetual and irrevocable right (including the right to sub-license) to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, display and otherwise communicate to the public such content in any form, media or technology. You also waive all moral rights in relation to any such use of this content whether or not that use is presently contemplated. We take no responsibility and assume no liability for any content posted or submitted by you. Liability

You use this site at your own risk. Debtworks does not accept any liability for any loss or damage which may directly or indirectly result from your use, failure, delay or inability to access our website or online access facilities.

You also agree that all warranties, conditions and representations in respect of this Site (express or implied) are excluded to the fullest extent permitted by law.

To the extent permitted by law, we will also not be held responsible for any claim or loss that results directly or indirectly, from any unauthorised use or misuse of your User ID and/or password, unless the loss was the direct result of our act or omission. You must compensate us for any loss we suffer as a result of any such wrongful use or misuse.

Regardless of whether you act alone or together with any other person, you will be solely liable for any loss, including any consequential loss suffered by third parties, if you act fraudulently or negligently resulting in any infringement of copyright, trademark, or other proprietary right, or any other loss or harm resulting from your use of this site. Your Indemnity to us

You agree to defend, indemnify and protect us against any loss, costs or damage suffered by us or a third party or for any claim or action which may be brought against us as a result of your misuse of our Online Access facilities. This includes any failure by you to ensure that steps are taken to prevent unauthorised use of our online access facilities. Withdrawal of Service

We may at any time suspend or withdraw your access to our online access facilities at any time for any reason, including any improper use of our facilities or your failure to comply with these terms of use. Such termination shall not effect any other right to relief which we may be entitled at law or in equity.

You may at any time cancel your access to our online access facilities by emailing us at askus@debtworks.co.nz. Intellectual Property

The content of our website and online access facilities are protected by copyright, all rights reserved. No part may be reproduced or adapted in whole or in part without our prior consent. However as a client, you may print or download a printout of any report or content on this site for your own internal use, provided you keep intact all copyright and other proprietary notices. Links

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In accordance with Internet protocol, we require that you request the permission of Debtworks to link to this site and if approved, do so at your own risk. If you would like to link to the site please contact us. Assignment

You may not assign, convey, subcontract or delegate your rights, duties or obligations of this agreement. Notices

We may notify you of amendments to these terms of use or our Online facilities or your use of these facilities by any of the following means:

- Posting information on our website;
- Via email to your last known email address;
- Public notice;
- Written notice to you at your last known postal address.

Waiver

In relation to these Conditions of Use, no delay or failure to act will be construed as a waiver of or in any way prejudice, any of our rights. No waiver will be effective unless it is in writing. A waiver of a breach will not waive any other breach. Severability

If any of these Conditions of Use is held to be invalid, illegal or unenforceable, that Condition will be severed and the remaining Conditions of Use will be enforceable. Jurisdiction

These online access terms of use and the contract arising out of your registration to use our online access facilities are governed by, and are to be interpreted in accordance with, the laws of New Zealand. Legal Fees & Expenses

If we take any action to enforce these Terms of use, we will be entitled to recover from you, and you agree to pay, all legal fees and expenses and any cost of litigation, in addition to any other relief, at law or in equity, to which we may be entitled.

Should you have any queries or require any further information on these Terms and Conditions, please send us an email to askus@debtworks.co.nz.