OL@-OR@ Terms and Conditions for Smartphone Application and Website Use

General Terms and Conditions of Use

You acknowledge that when you download, install, access and use OL@-OR@ you agree to be legally bound by these Terms and Conditions of Use ("**Terms**").

Definitions
In these Terms:

a) References to **"OL@-OR@"** are references to the OL@-OR@ mobile phone application and the web version of the tool, and any supporting OL@-OR@ websites, including www.olaora.auckland.ac.nz;
b) Reference to **"UniServices"** or **"We"** are references to Auckland UniServices Limited;
c) **"Community Partners"** refers to other parties involved with developing the application which includes: Toi Tangata, The Fono Trust, South Waikato Pacific Islands Services Trust, Massey University, The University of Auckland and The University of Otago.

1. Information provided on OL@-OR@

1.1. When you use OL@-OR@ you may view a range of content and information relating to lifestyle behaviours, such as healthy eating, physical activity, smoking, alcohol and other topics (**"Information"**) which may be of interest to you and your family/ whānau. In accessing and using the Information, you acknowledge and agree that the Information is of a general nature only and does not take into account your individual circumstances.

1.2 The Information is not medical advice and should not be used for any medical or diagnostic purpose or relied upon as a substitute for advice from a professional medical, nutritional or other health professional. You should consult your doctor or other qualified health professional if you have questions or concerns about your or your whānau health.

1.3 Some of the Information, such as recipes, is provided by other users of OL@-OR@ and UniServices offers no warranty that Information is true or accurate. To the extent permitted by law, all implied warranties in relation to such Information and OL@-OR@, including as to fitness for purpose or merchantable quality under the Consumer Guarantees Act 1993, are excluded.

1.4 Information that constitutes matauranga Māori (knowledge) has been contributed by communities involved with developing OL@-OR@. While the roopu (group) has tried to incorporate matauranga Māori that is not iwi-specific, we appreciate that there may be some words or stories that resonate more in certain tribal areas than in others.

1.5 OL@-OR@ may contain links to other sites and resources provided by third parties (**"Third Party Sites"**). You acknowledge that UniServices has no control over Third Party Sites and does not monitor the content or warrant the accuracy of any Third Party Site. Where we provide links to third-party websites, that does not imply any association with or recommendation for those websites. UniServices accepts no responsibility for your use of Third Party Sites or for any loss or damage that may arise through such use.

2. Disclaimers, Liability and Indemnity

2.1. OL@-OR@ is provided "as is" with no representations or warranties of any kind. Without limiting the foregoing and to the extent permitted by law, all implied warranties in relation to such Information and OL@-OR@, including as to fitness for purpose, merchantable quality or non-infringement are expressly excluded. We make no warranty that OL@-OR@ will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of OL@-OR@. You acknowledge and agree that if you rely on OL@-OR@, you do so solely at your own risk.

2.2. To the extent permitted by law, you will indemnify and hold harmless UniServices, the Community Partners and their officers, directors, employees, agents, affiliates from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable attorneys' fees arising out of or in any way connected with your access to or use of OL@-OR@ or your breach of these Terms.

2.3 Neither UniServices, nor any other party involved in creating, producing, or delivering OL@-OR@ will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or goodwill, service interruption, computer damage or system failure or the cost of substitute services arising out of or in connection with these Terms or from the use of or inability to use OL@-OR@, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not UniServices has been informed of the possibility of such damage. In no event will the total liability of UniServices arising out of or in connection with these Terms or from the use of or inability to use OL@-OR@ exceed one hundred dollars ($100).

3. OL@-OR@ Community Standards

3.1. You agree to comply with the following OL@-OR@ Community Standards at all times in your use of OL@-OR@ and the Information (the "**Standards**"):

a) You will interact and engage with fellow users in a respectful and dignified manner;

b) You will not use OL@-OR@ to publish or share any information or content that is offensive, defamatory, pornographic, threatening to another person or organisation, incites violence or is otherwise unlawful and/or objectionable;

c) You will not use OL@-OR@ to harass, bully, threaten, defame or intimidate any user or other person, or to incite hatred;

d) You will not use OL@-OR@ to carry on any activity that is unlawful, or to support or facilitate any unlawful activities;

e) You will not use OL@-OR@ for commercial purposes, including uploading or posting any content that is commercial in nature, or that can be characterised as spam;

f) You will not upload to OL@-OR@ any viruses, malicious code or do anything designed to disable or interfere with the proper functioning of the application.

3.2 You acknowledge and accept that UniServices shall be entitled to immediately suspend or terminate your access to OL@-OR@ if it is determined by UniServices that you have breached or attempted to breach the Standards.

4. Intellectual Property

4.1. All right, title and interest in and to all information, text, material, graphics, advertisements, software code and data comprising OL@-OR@ (**"OL@-OR@ Intellectual Property"**) is owned by UniServices.

4.2 You must not modify, copy, reproduce, republish, distribute, disassemble or reverse engineer the OL@-OR@ Intellectual Property in any way except as expressly provided for in these Terms or as expressly stated on OL@-OR@ or otherwise in writing by UniServices.

4.3. UniServices and Community Partners recognise that mātauranga Māori provided for OL@-OR@ is a taonga of the originating Māori and iwi and that the originating parties have the primary interest as kaitiaki over the mātauranga Māori. UniServices and the Community Partners will ensure that their use of mātauranga Māori respects and enhances the cultural and spiritual integrity of mātauranga Māori and the originating Māori and iwi.

5. Privacy

5.1. You acknowledge that the OL@-OR@ registration information collected, including but not limited to gender, ethnicity, date of birth and contact details will be held by UniServices and only used as required to operate, improve and optimise the app and website or as otherwise permitted by law.

5.2 Information will be collected by UniServices around how you use OL@-OR@, such as number of shares, invites, goals set and pages regularly visited to enable us to improve OL@-OR@. This information will be anonymised from any personal information provided so you will not be identifiable as a user.

5.3 You understanding by selecting the option to share wero/challenges/goals and recipes with 'public' you are giving UniServices permission to share the content you have created with other users.

5.4 You may choose to share information via third party social media sites, such as Facebook. You should refer to the terms of use, privacy and security settings of those third party applications to determine how your information is shared and handled within those applications.