

TERMS & CONDITIONS

Acceptance of the Terms of use

Welcome to Good Group (a.k.a. "we" or "us" or the "Company"). The following terms and conditions (together with any documents referred to in them) (collectively, these "Terms of Use") apply to your use of www.goodgroup.co.nz, www.goodgroup.com.au including any content, functionality and services offered on or through www.goodgroup.co.nz or www.goodgroup.com.au (the "Website").

We want to keep our relationship with you as lean and informal as possible, but please read the Terms of Use carefully before you start to use the site. By using the Website you accept and agree to be bound and abide by these Terms & Conditions and the Groups Privacy Policy.

Should you disagree with some of the provisions herein, you can either leave the website, or contact us at privacy@goodgroup.com.au.

Changes to the Terms of Use

We will update these Terms of Use from time to time in our sole discretion. Since this document is public on www.goodgroup.co.nz and www.goodgroup.com.au, you will be able to track all changes between versions. Your continued use of the Website following the publishing of revised Terms of Use means that you accept and agree to the changes.

Accessing the Website and Account Security

We reserve the right to withdraw or amend, even dramatically, this Website, and any service or material we provide on the Website, in our sole discretion without notice. Also, we will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. As said, this is a beta version and rolling new features might impact the reliability of the Website. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

Intellectual Property Rights

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by Australian, New Zealand and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

You are permitted to use the Website for purpose not inconsistent with applicable law or these Terms of Use.

You must not use any contract language, in whole or in part, available through this Website. You must not copy, modify, create derivative works of, publicly display, publicly perform, republish, any of the material on our site.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to privacy@goodgroup.com.au

If you use any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the site is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable laws or regulation (including, without limitation, any laws regarding the export of data or software to and from Australia, NZ or other countries).
- To send, upload, download, use or re-use any material which does not comply with the Content Standards set below.
- To transmit, or procure the sending of, any mass advertising or direct solicitation material.
- To impersonate or attempt to impersonate the Company or a Company employee, another user, or another person or entity (including, without limitation, the use of e-mail addresses or screen names associated with or confusingly similar to any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including to monitor or copy any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack or otherwise attempt to interfere with the proper working of the Website.

User Contributions and Legal Disclaimer

The Website contain user generated content, and also may contain message boards, personal web pages or profiles, forums or other interactive features (collectively, "Interactive Services")

that allow you to post, submit, publish, display or transmit to other users (hereinafter, "post") content or materials (collectively, "User Content") on or through the Website.

All User Content must comply with the Content Standards set out below.

We claim no intellectual property rights over the User Content. Your profile and materials uploaded remain yours. However, by setting your pages to be viewed publicly, you agree to allow others to view, comment, edit and branch your Content, and you grant us the right to use, copy, distribute and disclose to third parties any such material for any purpose. You represent and warrant that you own or control all rights in and to the User Content and have the right to grant the Company and its affiliates the license granted above. You represent and warrant that all of your User Content do and will comply with these Terms of Use, and you agree to defend, indemnify and hold harmless the Company and its affiliates and licensors for any breach of that representation and warranty.

Any feedback, comments, or suggestions you may provide regarding www.goodgroup.co.nz or www.goodgroup.com.au is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

You understand and acknowledge that you are responsible for any User Content you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness. Any content and/or opinions uploaded, expressed or submitted to the Website, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity submitting them and do not necessarily reflect the opinion of the Company. We are not responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of the Website.

In particular, User Content is not intended to be legal advice or form an attorney-client relationship between the users, or between the users and the Company. Use of the Website should never be understood to be replacing use of a qualified attorney, and Good Group's relationship to all documents and transactions completed using the Website is that of a trusted, disinterested technology platform.

Monitoring and Enforcement of User Content; Termination

We have the right to:

- Remove or refuse to post any User Content for any or no reason in our sole discretion.
- Take any action with respect to any User Content that we deem necessary or appropriate in our sole discretion if we believe that such User Content violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right, threatens the personal safety of users of the Website and the public or could create liability for the Company.
- Disclose user identities when required to do so by applicable laws, including in response to a law enforcement request supported by a valid court order.
- Terminate your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

You waive and hold harmless the Company from any claims resulting from any action taken by the Company during or as a result of its investigations and from any actions taken as a consequence of investigations by either the Company or law enforcement authorities.

We do not undertake to review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we

assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or non-performance of the activities described in this website.

Content Standards

These content standards apply to any and all User Content and Interactive Services. User Content must comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Content must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales , such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from us or any other person or entity, if this is not the case.

Copyright Infringement

If you believe that any User Content violate your copyright, please email us at privacy@goodgroup.com.au

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

Disclaimer of Warranties, Limitations of Liability and Indemnification.

You acknowledge that you have only a limited, non-exclusive, non transferable license to use the Website. Because the Website is in beta test version only and is not error or bug free, you agree that you will use it carefully and avoid using it ways which might result in any loss of your or any third party's property or information.

Your use of www.goodgroup.co.nz and www.goodgroup.com.au is at your sole risk. The service is provided on an “as is” and “as available” basis. In particular, you acknowledge that technical support is only provided in only available via email, in English; that we use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Website; that the technical processing and transmission of the service, including User Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

We do not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the service will be corrected.

You expressly understand and agree that Good Group shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Good Group has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the service.

You agree to defend, indemnify and hold harmless the Company, its affiliates and licensors and their respective officers, directors, employees, contractors, agents, licensors and suppliers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) resulting from your violation of these Terms of Use or your use of the Website, including, without limitation, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

Governing Law and Jurisdiction

These Terms of Use and any dispute or claim arising out of, or related to, them, their subject matter or their formation (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the internal laws of Australia and New Zealand without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the courts of Australia and New Zealand. You waive any and all objections to the exercise of jurisdiction over you other courts and to venue in such courts.

Waiver and Severability

Our failure to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision.

The Terms of Use constitutes the entire agreement between you and Good Group and govern your use of the service, superseding any prior agreements (including, but not limited to, any prior versions of the Terms of Use). If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall

be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Feedback

We welcome any comment, question and communication at privacy@goodgroup.com.au