

NZ NAVIGATOR



Terms of use

The user agrees to the following conditions:

1. Introduction:

NZ Navigator is an organisational self-assessment tool (**the Tool**) created by a community partnership (**us/we**) between Platform Trust, The Bishop's Action Foundation and the Department of Internal Affairs and now administered by the NZ Navigator Trust.

The tool is made accessible to community organisations via a website at nznavigator.org.nz (**the Website**).

The Tool is intended to help community organisations (**you**) to review aspects of your organisational infrastructure and provides a tailored report for your organisation (**the Report**) on completion of the Tool.

By accessing and using the Website, you accept and agree to be bound by these terms of use (**Terms**). These Terms are important and legally binding so please read them carefully.

2. We do collect some personal information

By accessing the Website, you consent to the collection, use, storage and processing of your information for the purpose of using the Tool and communicating with you.

We will use all reasonable endeavours to ensure that the information that you submit through the Website is kept confidential, stored securely, and not disclosed to any third parties; except as required or permitted by law or these Terms of Use.

We will only hold your personal information for as long as permitted by law. You have the right under the Privacy Act 1993 to access and/or correct your personal information held by us. If you want to access and/or correct this information, please email us at info@nznavigator.org.nz.

We may also collect information about the way our Website is used (for example, traffic volumes, time spent on pages, services used). The information is automatically retrieved in statistical and aggregate formats to assess and improve the Website, and to determine our visitors' preferences and interests, but this information won't identify you personally (see the NZ Navigator Privacy Policy for further information).

3. The Website and the Report

The Website is provided on an "as is" and "as available" basis.

Although we will do our best to ensure that the website performance achieves 'best practice', we do not warrant that the Website will be uninterrupted, timely, error-free, accurate, or reliable.

The Website and the report may contain hypertext links to other websites that are not operated by us. These links are provided for your convenience only. Whilst some moderation of the 'helpful resources' and useful links' that are imported from CommunityNet Aotearoa (see www.community.net.nz) will have been conducted by the curators, the NZ Navigator Trust, we do not investigate or monitor links to any other websites. Accordingly, we are not responsible for the information that is contained on any linked website and any such link should not necessarily be taken as an endorsement of other sites or the products offered on those sites.

4. We own the Tool and the Website

You agree that we own all of the intellectual property rights existing in the Website and the form of the Tool including any improvements, enhancements, modifications or adaptations to the same. You agree not to, and will not permit or encourage any third party to, copy, reproduce, modify, adapt, reverse-engineer or decompile the Website or the Tool in whole or in part without our prior written consent.

We hold all copyright and other intellectual property rights in the Website and all content on the Website, unless the content is identified as being the property of another party. The NZ Navigator Tool is free for use only and is not to be used for commercial advantage or resale.

You may not publish or use our brand, branding or logos without our prior written consent.

5. We can amend the Tool and the Website

We may issue an update to the Website or the Tool which may add, modify, and/or remove features without notice. If you continue to use the Website after these changes have been made, we will assume that you have agreed to them.

6. These are your responsibilities

You are responsible for all activity that results from your use of the Website and the Tool. You indemnify, and will keep indemnified, us against all forms of liability, actions, proceedings, demands, costs, charges and expenses which we may incur or be subject to or suffer as a result of your use of the Website or the Tool.

You must not use, or assist anyone to use, the Website or the Tool (a) for any illegal or unauthorised purpose; (b) for any malicious means, or to abuse, harass, threaten, intimidate or impersonate any other person; (c) to upload or transmit any virus or malicious code; or (d) for any purpose other than the creation of a NZ Navigator report for your organisation.

7. This is a legal agreement

These Terms are governed by New Zealand law, and all users submit to the exclusive jurisdiction of the New Zealand courts for any matter or dispute arising in relation to these Terms.

These Terms represent the entire agreement between you and us in relation to the use of Website and the Tool.

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full effect.

If we do not exercise or enforce any right available to us under these Terms, it does not constitute a waiver of those rights.

8. Disclaimer

NZ Navigator is a generic tool and is not intended to be tailored to specific organisational contexts.

We will therefore not be liable for any loss or damage (direct or otherwise) you suffer in connection with your use of the Website or the Tool, or of any linked website or your use of, or reliance on, content contained on or accessed through the website or any linked website. We also exclude any condition or warranty that could be implied into these terms (but only to the extent that this is allowed by law).

The tool is only as useful as the information that you provide. If any information has been incorrectly entered, or if your organisation's situation changes, then we recommend that you complete the tool again to more accurately reflect your current situation.

9. We can amend these Terms

We may amend these Terms from time to time without notice. When these amendments are posted on this Website, they will be effective immediately.

Contact

Any questions, comments and requests should be submitted via email to info@nznavigator.org.nz

NZ Navigator community partners

NZ Navigator is managed by the [NZ Navigator Trust](#). The tool was developed by a community partnership:

- Platform Trust
- The Bishop's Action Foundation
- Department of Internal Affairs

Software developer

- Rabid Technologies Limited