COPYRIGHT LICENSING LIMITED

trading as Tāwhia Copyright Aotearoa (TCA)

Website Terms of Use

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1. Introduction:

Welcome to the Tāwhia Copyright Aotearoa ("**Tāwhia**")'s Website. These Terms of Use form a legal agreement in relation to your use of the Website. By accessing or using the Website (or any part thereof) you agree to be bound by the Terms of Use.

Please read these Terms of Use carefully before using the Website (or any part thereof). If you do not agree with any part of these Terms of Use, you may not use the Website, or any information, services, or tools (or any part thereof) located on or accessible therefrom.

"**Terms of Use**" means the information contained on this webpage from time to time, together with our Complaints Policy, Privacy Policy, and Copyright Policy (which are linked below).

"**the Website**" or "**Tāwhia's Website**" means any/all webpages at or containing the domain www.tawhia.nz or www.copyright.co.nz, and any part thereof, including any information, services, portals or tools located on or accessed therefrom. For the avoidance of doubt, it includes the *MyCopyright* portal located at https://portal.copyright.co.nz. Tāwhia may update or include other urls from time to time by updating these Terms of Use or otherwise notifying you by any means. It does not include external websites owned or managed by third-parties, which may be accessible via a hyperlink displayed on Tāwhia's Website.

2. Website Purpose and Information:

The content provided on the Website is for informational purposes only and should not be considered as legal advice. It is intended to provide general guidance and background information on:

- **General features of New Zealand's Copyright Act 1994.** Generally permission (a licence) is required to use copyrighted works, unless a statutory exception applies. The Website is not a substitute for legal advice from a qualified solicitor, and we strongly recommend consulting a professional for specific legal issues or questions.

- **Tāwhia's copyright licensing services.** These simplify copyright compliance in Aotearoa New Zealand. Tāwhia's services are intended for copyright owners (Rightsholders) and for organisations and their end users who are seeking permission (a licence) to use copyrighted works (Licenceholders). Information on the Website does not substitute for obtaining a copyright licence, or complying with the licence terms.

3. User Responsibilities & Conduct:

By accessing or using the Website (or any part thereof), including any information, services, or tools located on or accessible from the Website, you agree:

- to use and access them lawfully and ethically;
- to comply with Tāwhia's reasonable instructions regarding their use or access;
- to otherwise use and access them strictly in accordance with these Terms of Use (and any other applicable Terms notified to you).

You agree that you are solely responsible for the consequences of your actions while using the Website (or any part thereof).

Posting Information

If posting, transmitting, or providing any information to or via the Website (including via any portal, tool, service, submission or contact form or link) you agree:

- to provide only accurate and current information, including any information about yourself, third parties, or your legal needs, and that is not misleading (or likely to mislead) by omission;
- that you have all right, power, and authority to post or transmit such information;
- not to post or transmit any information that is inappropriate, defamatory, abusive, harmful, or that breaches another person's privacy or intellectual property, or otherwise infringes any rights of any third party;
- not to introduce any malware, virus, prompt-injection, corrupted data, or similar harmful or malicious code or instruction, and not to do anything which interferes with or disrupts the normal operation of the Website (or any part thereof);
- that any material you post, transmit, or provide shall be considered non-proprietary and non-confidential, and Tāwhia shall have no responsibility or obligations with respect to

such material, except that any personal information shall be handled in accordance with our Privacy Policy (linked below);

- that in addition to these Website Terms of Use, the following end user terms also apply to any/all information posted or transmitted by you to or via: Tāwhia's RAG Search – in which case Tāwhia's RAG Search End User Terms additionally apply; and
- the Legal Service portal or webform – in which case any Legal Service End User terms additionally apply;
- Tāwhia's Check Permissions tool – in which the Check Permissions End User Terms additionally apply.

Except as otherwise stated or limited in these Terms of Use, Tāwhia shall be free to copy, disclose, distribute, incorporate, and otherwise use such material for any and all lawful purposes (commercial or non-commercial).

4. No AI Training, Scraping, Sale, or Repurposing

These Terms of Use prohibit any person from directly or indirectly authorising, causing, or permitting (unless expressly authorised by these Terms of Use, or by Tāwhia in writing):

- any automated machine processing, machine learning, machine reasoning, natural language processing, text and data mining, or any other artificial intelligence (AI) application to: use, copy, store, adapt, transmit or make available any part of the Website; including use or access in any manner to develop, train, improve or fine-tune any third party technology, artificial intelligence or machine learning, algorithms, or models;
- any robot, spider, or other automated means, to access, crawl, or scrape any part of the Website, or to access or exploit any part of the Website, in any manner;
- any sale, sublicense, rent, lease, assignment, or communication to any third party of any part of the Website;
- any reverse-engineering, decompiling, disassembly, copying, framing, mirroring, modifying, altering, transforming, or creating derivative works (including, without limitation, derivative databases or data sets) based on any part of Website;
- any re-purposing of software, content, or data contained or accessible via any part of the Website, including any use, access, disclosure or communication of any part of the Website to build or operate similar or competing websites, services, or tools, or to directly provide any part of the Website materials to any third party offering such a service.

- You agree that these limitations apply in respect of any/all parts of the Website, including any information, services, or tools located on or accessed therefrom, and including any information or data received in response to any user queries submitted to tools, forms, or services.

5. Access

You may access areas of the Website without confirming or registering your details with us, except where restrictions are otherwise indicated or notified to you.

Restricted areas of the Website include the following portals and tools (and any other portal, tool, or part of the Website notified to you) (together "**Restricted Areas**"):

- the ***MyCopyright*** **portal** at https://portal.copyright.co.nz – access is limited to Rightsholders and Licenceholders with a registered account, and is subject to the MyCopyright End User Terms (located at the portal);
- Tāwhia's **Check Permissions Tool** – access is intended only for Licenceholders and their authorised end users, and is subject to the Check Permissions End User Terms (located at the Tool). If you are not a Licenceholder or their authorised end user, you are not permitted to access the tool.

You agree not to access or attempt to access any Restricted Areas of the Website unless you have the appropriate level of access privilege, and then subject strictly to the applicable End User Terms located at the relevant Restricted Area. You agree not to compromise

While Tāwhia endeavours to ensure the Website and any information, service, or tool located on or accessible from the Website is normally available 24 hours a day, it shall not be liable if for any reason any part thereof is unavailable at any time, or for any period, for any reason.

Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair, for reasons outside Tāwhia's control, or in the case of modification or termination of the Website (see clause 8).

6. Intellectual Property and Copyright Policy:

The Website is owned and operated by Tāwhia Copyright Aotearoa, the trading name of Copyright Licensing Limited, a not-for-profit company registered in Aotearoa New Zealand.

With the exception of information that you provide to us, all content, including text, graphics, logos, and images on this Website, is protected by copyright and other intellectual property

laws (including trademarks), and use is subject to our Copyright Policy, which forms part of these Terms of Use.

7. Third-Party Links:

Our Website may contain links to third-party websites for additional resources and information. We do not endorse or control or review these websites and are not responsible for their content or any damages resulting from their use. Visiting third-party websites is at your own risk.

8. Limitation of Liability:

While we make reasonable efforts to ensure the accuracy of the information on our Website, Tāwhia does not warrant or represent that all content on or accessed via the Website is free from errors, omissions, inaccuracies, nor that any information, tool, or service is fit for any particular purpose.

To the fullest extent permitted by law, Tāwhia on behalf of itself, its directors, employees, agents and other representatives, disclaims and excludes any liability arising out of or in connection with: (i) any errors, omissions, or inaccuracies on the Website (or any part thereof, including any information or data received in response to any user queries submitted to Website tools, forms, or services); and/or (ii) your use of or reliance on the Website (or any part thereof).

You agree that you are solely responsible for seeking independent legal advice, and for the consequences of your actions while using the Website (or any part thereof), and that in no event will Tāwhia be liable to you for any direct, indirect, incidental, consequential, or special damages arising from or in connection with your use of or reliance on the Website (or any part thereof).

9. Indemnification:

You agree to indemnify, defend, and hold harmless Tāwhia, its affiliates, and representatives from any claims, damages, losses, liabilities, and expenses (including attorneys' fees) arising from your use of the Website (or any part thereof) or violation of these Terms of Use.

10. Modification and Termination:

We reserve the right in our sole discretion to modify or terminate the Website (or any part thereof) with or without notice.

We may also update these Terms of Use (in whole or part) or introduce new terms for specific services or tools. Any changes take immediate effect. You should regularly review these Terms of Use for any changes. Your continued use of the Website after any changes constitutes acceptance of the revised terms.

11. Governing Law:

These Terms of Use shall be governed by and construed in accordance with the laws of New Zealand, without regard to its conflict of law principles.

12. Severability:

If any provision of these Terms of Use is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. No Implied Waiver:

Any delay or failure by either party to use (in whole or in part) any right under these Terms of Use will not operate as a waiver of such right. A waiver by either party of any breach of this Agreement will not be effective unless that waiver is in writing and is signed by the party against whom that waiver is claimed.

A waiver of any breach will not be, or be deemed to be, a waiver of any other or subsequent breach.

14. Entire Agreement:

These Terms of Use, and any further terms relating to our services or tools that we may notify you of, constitute the entire agreement between you and Tāwhia concerning its subject matter

and supersedes all prior or contemporaneous agreements, communications, and understandings, whether oral or written.

By using our website, you acknowledge that you have read, understood, and agreed to these Terms of Use. If you have any questions or concerns, please contact us at here.

15. Complaints policy

Our Complaints Policy is available here, and forms part of these Terms of Use.

16. Privacy Policy

Our Privacy Policy is available here, and forms part of these Terms of Use.