

## **MOTORCENTRAL WEBSITE: TERMS OF USE**

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### **No warranties**

All warranties, express or implied, including but not limited to fitness for purpose of the Site, are excluded to the maximum extent permitted by law. Further, Motorcentral does not make any warranty that the Site, or any content or information made available from it, will be error free, without interruption or delay or free from defects.

### **Indemnity**

By using the Site, you shall indemnify Motorcentral against any and all direct, indirect and consequential damages, losses, claims, costs (including legal costs), expenses, actions, demands, liabilities or proceedings whatsoever incurred by Motorcentral in respect of any claim by a third party arising from or connected to any breach or alleged breach by you of your obligations under these terms.

### **Amendments to these terms**

Motorcentral may amend these terms & any policies related to the Site, at any time. Your continued use of the Site following those changes will constitute acceptance of those amended terms & conditions. Your only right with respect to any dissatisfaction with any modifications made pursuant to this provision, or any policies or practices of Motorcentral in providing the Site is to stop using the Site and to terminate your account, if applicable.

### **Site**

Motorcentral reserves the right to modify, suspend or discontinue the Site or any portion thereof at any time, including the availability of access to any area of the Site. Motorcentral may also impose limits on certain features and services or restrict your access to parts or all of the Site without notice or liability.

### **Termination**

Motorcentral reserves the right to restrict, suspend or terminate your access to the Site in whole or in part, without notice, with respect to any breach or threatened breach by you of any portion of this Agreement. If Motorcentral terminates your access or use of the Site based on a breach by you of

these Terms, Motorcentral reserves the right to refuse to provide access to the Site to you in the future.

### **Severability**

Any unlawful or voidable provision in these terms shall be read down so as to be valid and enforceable or, if it cannot be read down, will be severed from these terms & conditions without affecting the validity, legality or enforceability of the remaining provisions, provided the reading down or severing does not materially affect the purpose of or frustrate these terms & conditions.

### **Governing law and jurisdiction**

These terms shall be construed and take effect in accordance with the laws of New Zealand, and are subject to the non-exclusive jurisdiction of the courts of New Zealand.

### **Enforcement**

Failure to enforce any provision in these Terms does not constitute Motorcentral waiving that provision or right.

### **Entire Agreement**

These terms constitute the entire agreement between you and Motorcentral in relation to the subject matter of this agreement. Any prior arrangement, agreements, representations or undertakings are superseded and extinguished.