

Resale Royalties Aotearoa

Website Terms of Use

Last updated: 14/10/24

## Terms of Use

### Website terms of use

Welcome to the Resale Royalties Aotearoa Toi Huarau (“**RRA**”) website. By accessing and using our website or services, you agree to be bound by the Terms of Use, which means the information contained on this webpage from time to time together with our Complaints Policy and Privacy Policy, which are linked below (together, “**Terms of Use**”).

Please read these terms carefully before using our website or seeking legal advice. If you do not agree with any part of these terms, you may not use our website, or any part of any services or information located there.

### Website Purpose and Information:

The content provided on our website is for informational purposes only and should not be considered as legal advice. It is intended to provide general guidance on the Artist Resale Royalty scheme. However, it is not a substitute for legal advice from a qualified solicitor, and we strongly recommend consulting a professional for specific legal issues.

### User Responsibilities:

By using our website, you agree to provide only accurate and current information, including any information about yourself, third parties, or your legal needs. You are solely responsible for the consequences of your actions while using our website, or any part of the services or information located there and agree to use them lawfully and ethically.

### Intellectual Property:

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.

### Third-Party Links:

Our website may contain links to third-party websites for additional resources and information. We do not endorse or control 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.

### Limitation of Liability:

We make reasonable efforts to ensure the accuracy of the information on our website. However, we disclaim any liability for errors, omissions, or inaccuracies in the content. We will not be liable for any direct, indirect, incidental, consequential, or special damages arising from your use of or reliance on our website, or any part of the services or information provided or located there.

### Indemnification:

You agree to indemnify, defend, and hold harmless RRA, 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 of the services or information located there) or violation of these Terms of Use.

### Modification and Termination:

We reserve the right in our sole discretion to modify or terminate our website or services at any time, with or without notice. We may also update these Terms of Use (in whole or part) or introduce new terms for specific services, and your continued use of the website after any changes constitutes acceptance of the revised terms.

### 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.

### 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.

### 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.

### Entire Agreement:

These Terms of Use and any further terms relating to our services that we notify you of constitute the entire agreement between you and RRA 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](#).

## Complaints policy

Our complaints policy is available [here](#).

## Privacy Policy

Our privacy policy is available [here](#).