

Provida Terms and Conditions - for Practitioners

Last updated: 03/05/21

The following terms and conditions (“Terms”) govern the use of provida.nz (“Application”) by all practitioners (“Practitioners”) that use the services offered (“Services”) by Provida Limited (“Provida”):

1. **Use:** Users may only use the Application and Services in accordance with these Terms. All rights not expressly granted to Users in these Terms are reserved by Provida.
2. **Privacy Policy:** Our Privacy Policy applies to the handling, storage, and use of any personal information you submit to us and forms part of these Terms. Please read our [Privacy Policy](#) carefully.
3. **Responsibility:** Each Practitioner will be responsible for the activity that occurs through their use of the Application and Services. Provida disclaims any and all liability for the content, representations, statements, services, products or other information posted to the Application by Practitioners.
4. **Content uploaded:** Provida reserves the right to remove any content posted to the Application which it considers (in its absolute discretion) to be offensive, objectionable or otherwise unlawful.
5. **Provision of information:** Upon registering to use the Services, all Practitioners agree to provide true, accurate, current and complete information about themselves as prompted by the Application. When editing information on Provida, a Practitioner should ensure their Information remains true, accurate, current and complete. Every effort has been made to ensure that the information set out in this website is accurate.
6. **No malicious use:** Users may only access the Application and Services through the interface provided by Provida and must not use the Application or Services for any malicious means, or abuse, harass, threaten, intimidate or impersonate any other User of the Application or Services.
7. **No illegal use:** No Practitioner may use the Application or Services for any unlawful purpose or post any information that is in breach of any confidentiality obligation, copyright, trade mark or other intellectual property or proprietary rights of any person.
8. **Intellectual property:** All Practitioners agree that Provida is the owner or, where relevant, licensor of all the intellectual property rights existing in the Application and Services. Any suggestions, ideas or feedback relating to the Services given by the Practitioner, and any enhancements or modifications that Provida creates as a result, shall be owned solely by Provida. Provida does not claim ownership of any intellectual property rights in relation to the information or content that a Practitioner uploads to the Application, however the Practitioner grants us a royalty free licence to use, copy, distribute or disclose it for the purposes of operating the Application and the Services.
9. **Indemnity:** Practitioners are responsible for all activity resulting from their use of the Application and the Services. Each Practitioner indemnifies, and will keep indemnified, Provida against all forms of liability, actions, proceedings, demands, costs, charges and expenses which

Provida may incur or be subject to or suffer as a result of the relevant Practitioner's use of the Application and Services.

10. **Provida Liability:** To the maximum extent permitted by law, Provida shall not be liable, whether in contract, tort (including negligence) or otherwise, for any direct, indirect, consequential, special, exemplary or incidental damages, or for any lost profits, savings, revenue or data, legal fees or court costs in relation to any claim arising out of or in connection with these Terms, the Services, the Application or any services, features or content of the Application. If for any reason the foregoing limitation is not valid or enforceable, then Provida's maximum aggregate liability to the Practitioner in respect of any single claim or series of related claims will be the lesser of NZ\$1,000 or the Fee's paid in respect of the period of six months prior to the occurrence of the event or circumstance giving rise to the claim or series of related claims.
11. **Amendments:** Provida reserves the right to amend these Terms and the Services it provides at any time for operational purposes and may also add new features that will be subject to the Terms. If these changes will impact privacy, security or safety concerns, we'll let you know. Any Practitioner who continues to use the Application or Services after any changes will be taken to have agreed to the changes.
12. **Branding:** No User may publish or use Provida's brand, branding or logos except with Provida's prior written consent.
13. **Termination or suspension of accounts:** If a Practitioner does not abide by the Terms, Provida may terminate or suspend that Practitioner's account and refuse to provide Services to that Practitioner for any reason and at any time.
14. **Technical support and malfunctions:** Provida will try to promptly address (during normal business hours) all technical issues that arise on the Application. However, Provida will not be liable for any loss suffered as a result of any partial or total breakdown of the Application or any technical malfunctions.
15. **No waiver:** If Provida does not insist that a Practitioner performs any of its obligations under these Terms, or if Provida does not immediately enforce its rights against a Practitioner, that will not mean that Provida has waived its rights against that Practitioner and will not mean that the Practitioner does not have to comply with those obligations.
16. **Severability:** Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
17. **New Zealand law:** These Terms are governed by New Zealand law. Practitioners agree that the High Court of New Zealand will have exclusive jurisdiction.