**GIX**

**Terms and conditions of website use**

By applying for a login and accessing this website, you agree to and are deemed to accept these terms. In these terms and conditions:

* “we” or “OnGas” means On Gas Limited or any related Vector group company providing you with our services.
* “you” means you, the customer using our services, or visiting our Website.
* “Website” means this website only, and does not include any websites operated by parties other than Vector group companies, even if such websites are linked to or from this website.

**Ownership of Content**

The materials posted on the Website (including without limitation, all information, notices, data, text, materials, graphics, software, tools, results, names, logos and trade marks) (*Content*) are protected by copyright, trade mark and other intellectual property laws unless expressly indicated otherwise on the Website. All rights, title and interest in and to the Content are owned by OnGas or OnGas’ licensor(s). If the owner of any material posted on the Website is not Vector, your rights in respect of that material will be as defined by the copyright owner of the material concerned.

**Access to and use of Content**

You may use the Website only if you have logged-in using the relevant username given to you by OnGas and the relevant password. If you have been appointed as an agent, or granted an authorisation by another person (*Authorisation*), you shall log onto the Website using the username and password applicable to that Authorisation on each occasion you exercises that Authorisation. You shall not use that user name and password when using the Website for purposes other than exercising the Authorisation.

You may only use the Website for your organisation’s own business use and information or that of the person/organisation who has given you an Authorisation. OnGas grants you a non-exclusive licence to view and print the Content and make such copies as are reasonably necessary for you to obtain and retain information about your gas supply arrangements. You shall ensure that any copies of the Content that you make retain all applicable copyright and other notices on the Website. Except as provided above, you may not copy, store (either in hard copy or in an electronic retrieval system), use, modify, transmit, publish, reproduce, post, distribute, sell, license, or otherwise transfer any Content to a third party.

You shall not use the Website or the Content in any manner or for any purpose, which is unlawful or in any manner which violates any right of OnGas or the owner of any Content.

**Disclaimer and Liability**

You acknowledge that metering data and information received from a party other than OnGas, and any information derived from any of the above may not be accurate or complete. OnGas will use reasonable endeavours to rectify any material error in any of the above information as soon as reasonably practicable upon being notified that such information is materially inaccurate or incomplete.

OnGas and its directors, officers, agents, employees or contractors do not warrant or represent that:

* any of the information on this Website is accurate or complete;
* any of the functions contained in the Website or your access to the Website will be uninterrupted or error-free.

OnGas will not be liable to you for any damages, losses (including, without limitation loss of profits, business or data), costs or expenses of any kind, which arise out of, or result from, any use of, or inability to use, this Website or any other website that is linked to this Website.

**Linking to and from this Site**

The Website may from time to time contain links to third party web sites (*Other Websites*). Other Websites may not be under the control of OnGas, and OnGas takes no responsibility for the content of Other Websites. The inclusion of any link on the Website does not imply any endorsement by OnGas of Other Websites.

OnGas prohibits caching, unauthorised hypertext links (including deep linking) to the Website and the framing of any Content without OnGas’ prior written consent. OnGas reserves the right to disable any unauthorised links or frames and disclaims any responsibility for the Content available on Other Websites by links to or from the Website. If you do create a link to any page of this Website, you acknowledge that you are solely responsible for the consequences of that link and you indemnify and will keep us indemnified against all damages, costs, losses (including without limitation, loss of profits) and expenses of any kind, whether direct or indirect, arising from, or in connection with, that link, whether brought in tort, contract, equity or otherwise.

**Cookies**

A cookie is a small text file, which OnGas may put on your computer's hard disk in order to recognise your computer at a later time. A cookie cannot read your hard drive or perform any commands on your computer and does not contain your name, address, telephone number, or email address. You may configure your web browser to not accept cookies; however it may experience a loss of functionality as a result. Amongst other things, OnGas may use the information collected by cookies to track the Website usage patterns or display Content more relevant to you based on information OnGas collects when you visit the Website.

**Prevention of Harm**

Each Party will use its best endeavours to ensure that it does not introduce any virus, Trojan horse or malicious computer programming code into the Website which would have the effect of disrupting, impairing, disabling or otherwise adversely affecting, shutting down or denying access to any other user of the Website.

**Violations**

OnGas reserves the right to seek all remedies available at law for violations of these terms and conditions, including, without limitation, the right to block access from a particular internet address to the Website.

**Privacy**

We recognise the importance of safeguarding personal information. To the extent you provide any personal information we will only use it to provide you with further information in relation to this Website, and we will not disclose the information to any person except for that purpose, or as authorised by you or as required or authorised by law. Any personal information that you provide to us will be collected and held by us at 101 Carlton Gore Road, Newmarket, Auckland, New Zealand. Under the Privacy Act 1993 you have rights of access to and correction of personal information that we hold. We offer the ability to correct or change the information collected at any time and as often as necessary. If you have any questions regarding this statement, contact us by email at [enquiries@ongas.co.nz](mailto:enquiries@ongas.co.nz) or by mail to On Gas Limited, 101 Carlton Road, Newmarket, PO Box 99882, Newmarket, Auckland, New Zealand.

**Change of policy**

OnGas may vary these terms and conditions from time to time. By continuing to use the Website after a change has been posted on the site or after you have been notified of a change you will be deemed to agree to the change of terms and conditions.