

Terms Of Use

Last updated 15 December 2019

1. OVERVIEW

These Terms of Use (the “Agreement”) describe the terms and conditions (the “Terms”) applicable to all Users (“you”) of the services of www.dreamday.co.nz, provided by Dream Day Limited (“the Company”, “us”, “we”), as well as any other websites owned and operated by the Company and any other mobile applications or other presence on various social networking platforms that are owned or operated by us that link to these terms (collectively, the “Platform”).

2. YOUR ACCEPTANCE

By visiting and using the Platform you agree to be bound by this agreement. If you do not agree to be bound by these Terms of Use and the Privacy Policy, found at www.dreamday.co.nz/legal-stuff/privacy-policy/, you must immediately cease browsing, accessing or using the Platform.

Any new features or tools which are added to the current Platform shall also be subject to the Terms. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Platform following the posting of any changes constitutes acceptance of those changes.

3. USERS OF THE PLATFORM

Our services on the Platform are available only to business entities and individuals at least 18 years of age who can form legally binding contracts under applicable law. Users of the Platform include users such as newlyweds and prospective brides and grooms who have completed the Couples registration process (collectively, “Couples”) and companies and other users authorised by the Company to offer and/or promote products and/or services on the Platform (collectively, “Vendors”). Anyone who accesses the Platform, including but not limited to, Couples and Vendors, will be referred to collectively as “Users”.

All verbal or written communications and correspondence made through the Platform are not provided by us and are solely between the Users. We can not be held liable for interactions between Users.

As a User, you acknowledge that we are not a wedding product or service provider, vendor or representative of any Vendor in any capacity. We and the Platform function solely as an online marketplace. Where a User books and/or purchases a Vendor’s product or service, a contract is formed directly between that User and the Vendor directly. We take no warranties or representations and can not be held liable or responsible for the action or inaction of our Users. The Company is in no way involved in the actual transaction between Users. We have no control over the existence, safety, accuracy, quality or legality of transactions that take place

on the Platform or of any Vendor listings. It is not the Company's responsibility to ensure Vendors have the ability to provide items or perform services or the ability of Members to pay for any goods and services.

4. PRIVACY

Our Privacy Policy, located at www.dreamday.co.nz/legal-stuff/privacy-policy/, details in full how we handle the information you provide to us while using the Platform.

Any information you share with a Vendor is not bound by our Privacy Policy. You will need to confirm with Vendors on how they treat the personal information you provide to them.

5. USER ID, PASSWORDS, ACCOUNTS AND SECURITY

In order to access certain parts of the Platform. Users will need to create an account and be required to provide personal and demographic information as part of the registration and/or login process. It is a Users responsibility to ensure their User ID and password is kept confidential and secure. Individual Users are responsible for all activity that occurs on the Platform under the use of their User ID. All Users must immediately notify us of any unauthorised use of their User ID or password or any potential security breach and cease using that password and create a new, unique and secure password.

We are not liable for any loss or damage arising from a Users failure to protect all account information including passwords. We use several security techniques including Secure Socket Layers to protect data from unauthorised access. We cannot guarantee the security of our systems and do not guarantee uninterrupted or secure access to our Platform as the operation of our Platform can be uninterrupted by numerous factors that are not within our control.

6. USING THE PLATFORM

All Users must abide by the rules outlined below:

- You must not provide us with information that is inaccurate, misleading or false.
- You may not create an account in another person's or entity's name, create more than one account, use another's account or impersonate another person or entity.
- You may not obstruct or inhibit another User or Users from using the Platform.
- You may not use the platform to harass, abuse, threaten or in any other way violate the rights of another User or Users.
- You may not upload any Content that is deemed harmful, offensive, discriminatory or in any way unacceptable. We reserve the right to final decision on what is unacceptable.
- You agree that we can retain and display reviews, basic directory information including business name, mailing address, website address and phone number upon termination of your relationship with us for any reason.
- You may not collect information from the Platform using an automated or manual method on a mass basis.
- You may not use the Platform or any Content for any purpose that is unlawful or prohibited by these terms.
- You agree not to bypass the Platform to avoid complying with any of our Terms, paying applicable fees, or complying with any other contractual obligations.

- You agree not to circumvent or reverse engineer the Platform or its systems to gain unauthorised access to any area of the site, network or services that are not intended for your access by method of hacking, virus, malware, spyware or any other illegal method.

You are responsible for any content submitted to the Platform. We monitor and amend all content on the site as and when we can but take no responsibility or liability for content of any form that has been submitted by a User. We reserve the right to remove any content that is in violation of these Terms or that we, at our sole discretion, deem inappropriate.

We reserve the right to suspend or terminate any User's access to the Platform and to cancel the contract of any Vendor at any time if, at our sole discretion, any Terms have been violated.

7. TOOLS AND PLATFORM CHANGES

The Platform offers numerous tools to Users (collectively, "Tools"). We are not responsible for the availability, suitability or effectiveness of any of these Tools.

To bring you the best experience on the Platform, we are constantly updating the Platform and the Tools and services we provide. We reserve the right to modify, discontinue and/or remove any Tools or other features and/or services on the Platform at any time and you agree that we may make such changes and reverse or modify them at any time without notice.

We are not responsible for any data you may lose as a result of a malfunction or change to the Tools or any of the Platform or for any other reason or any consequential damages resulting from such data loss. We recommend that you keep a back-up copy of all information stored on the Platform.

8. PROMOTIONS, COMPETITIONS, COUPONS AND DISCOUNTS

There may at times be promotional discounts ("Discounts") provided by us in any form (for example, but not limited to, coupon codes, online promotions) that may be used to purchase goods and services from us or from Vendors.

Each Discount may have its own terms and conditions applied. Any violation of the terms and conditions will warrant the Discount void. Only one Discount per redemption. Discounts can not be exchanged for cash. We are not responsible for lost or stolen Discounts. We reserve the right to cease providing Discounts to you or Users at our sole discretion without prior warning.

9. SUBSCRIPTIONS AND FEES

Currently there are no Paid Features for Couples. We reserve the right to change this at any time without notice. We may begin to charge additional Fees or Charges for new services, or amend Fees and Charges for existing services for any Users at any time at our sole discretion.

Vendors can select a Paid Feature to be permitted certain levels of access to the site and will be charged a Fee accordingly. Our current Fees are listed on the Platform and available on request from the Company. We reserve the right to change the Fees, number of Tiers or

included features of Tiers at any time. We will notify Vendors, and other Users whom the change is applicable to, of any changes to Fees or related information where possible for us to do so.

If you opt in to a Paid Feature, you irrevocably and expressly authorise us to debit or credit, as applicable, any monies to the account nominated by you. Vendors must pay all applicable Fees with a credit card or debit card unless we have agreed with you to facilitate an alternative payment method. Unless expressly agreed otherwise by us, you agree to maintain a valid, non-expired credit card or debit card on file with us whilst using any Paid Feature on our Platform. You agree that if you do not maintain a valid, non-expired credit card or debit card on file at the time of a billing attempt we may suspend or terminate your access to any such Paid Feature.

Payments for Paid Features available on the Platform are processed by an independent third party service provider. You agree that, in accordance to our Privacy Policy, we may securely store and use your credit card or debit card or any other payment account information provided by you and we may provide certain personal and payment information about you to the third party provider for the purpose of allowing the processing of payments. You agree that we are not liable for any additional bank charges that may apply to transactions and that you are liable for any and all costs associated in defaulted payments.

All Paid Features and Fees are quoted in New Zealand Dollars and, unless stated otherwise, are inclusive of GST.

10. CONTENT SUBMISSIONS

If you submit Content to any part of the the Platform, you warrant that you hold the copyright or are otherwise licensed by the copyright owner to use any Content of any medium for the purpose for which it is being used.

If you submit Content to any part of the platform, you agree to grant us an irrevocable, perpetual, non-exclusive, transferable, fully paid-up, royalty-free, worldwide license to use, copy, publicly display, reformat, translate, excerpt and store your content of any format indefinitely with direct attribution to you for the purpose of the Platform. You agree that we may retain archived copies of your submitted Content and may continue to use your submitted Content in connection to any materials that were created before the removal of your submitted Content, this is irrespective of if you are or are no longer a User.

Any suggestions, comments, ideas, feedback, reviews and ratings that you send us are entirely voluntary and we can use these as we see fit with no obligation to compensate you.

11. INTELLECTUAL PROPERTY AND CONTENT

Our Platform contains or uses copyrighted innovations, resources, expertise, HTML and/or other computer code/scripts, material, designs, logos, names, phrases (collectively, "Intellectual Property"). Unless otherwise indicated and/or pursuant to a license from a third party, the Intellectual Property is our sole property.

You acknowledge and agree that by using the Platform, you are not granted any license or permission to use our, or any third party's Intellectual Property. You may not, unless expressly

granted permission to do so, display, sell, modify, reproduce or distribute the Intellectual Property and the submitted Content of any other User for public or commercial use.

We love sharing. If you would like to link to our site or use our Intellectual Property contact us at hello@dreamday.co.nz to discuss.

12. LINKED SITES

The platform may contain links to third-party websites or other content ("Linked Sites"). We are not responsible for the availability or accuracy of any content presented on these Linked Sites. We do not endorse the content and/or the products and services sold on these Linked Sites. All Linked Sites on the Platform are provided for your convenience only.

13. DISPUTES AND REMEDIES

Users have sole responsibility for their interactions with other Users and the Company is not party to any dispute between Users. We have no obligation, but reserve the right, to monitor disputes between Users. You agree to release the Company, our directors, agents and employees from all demands, claims and damages of any kind that arise from or are connected in any way to a dispute between you and any other User or third-party. Any disputes directly with the Company are to be handled in accordance with these Terms.

14. SUSPENSION OR TERMINATION OF ACCESS TO THE PLATFORM

We reserve the right to suspend or terminate your access to the Platform or to any part of the Platform, and to remove any Content you have submitted to the Platform, at any time, for any reason, without notice to you.

In the event that we suspend or terminate your access and/or use of the Platform, you may not attempt to gain access to the Platform. You agree that whether your account or access is suspended or terminated by either us or you, that you will be continually bound by the terms that were in effect as at the date of suspension or termination.

15. INDEMNITY

You agree to indemnify and relinquish any responsibility of any claim or demand against the Company, our directors, officers, and employees, made by any third party due to or arising from your use (in whole, or in part) of the Platform.

We hold no responsibility for the profitability of your business. You may not hold us liable for any loss of profit due to or arising from your use (in whole, or in part) of the Platform.

16. DISCLAIMERS AND WARRANTIES

We do our best to keep the Platform running and functioning correctly, but we do not promise that this will always be true. This means that we make no guarantee that:

- The Platform will be live and/or available at any given time
- The information on the Platform will be correct, accurate or up to date
- The Platform will provide any particular results
- We will correct any defects
- Any information transmitted to or from, or stored on the Platform will be secure from unauthorised access and/or free from any virus, malware, or any other harmful software
- Content and information you store on the Platform will always be retrievable and uncorrupted

We do not guarantee the correctness, precision or completeness of any of the information available on the Platform, and we may not be held liable for any inaccuracy or omission regarding any of the information on the Platform. We reserve the right to update, change or correct any information on the Platform at any time.

We are not responsible for disputes between Users or between Users and third parties. We are not liable or responsible for any content, information or anything else uploaded or posted to the Platform by Users.

17. LIMITED LIABILITY

The Company, our directors, stockholders, officers, and employees will not be held responsible or liable to you or anyone else for, any loss of profits, any incidental or consequential damages or damages of any kind whether directly or indirectly related to the use or inability to use the Platform, for any reliance you make on the information provided on the Platform, for any transaction made between Users, for any interaction, correspondence, contract, breach of contract, or any other action made by any User, whether in breach of warranty or contract, in tort including negligence, and statute. We will not be held liable by you or any other persons for an amount in excess of the amount paid by you to us over the 12 months immediately prior to the action giving rise to liability.

18. GENERAL

Changes: We reserve the right to make changes to this Agreement and the Privacy Policy ("Changes") at any time. Any Changes will be published to the Platform and will be effective as of the date they are published. By continuing to access the Platform, you agree to be bound by the Agreement including any and all Changes made. You agree that it is your responsibility to periodically check this Agreement and any document or content on the Platform for any Changes.

Section Headings: The section headings provided in this Agreement are purely for the purpose of convenience to you and hold no legal relevance in the Agreement.

Failure To Enforce: The failure of the Company to enforce at any time, any provision of this Agreement will, in no way, be construed to be a waiver of such provision or of any other provision in the Agreement.

Prevailing Terms: If there is, for any reason a conflict between this Agreement and another document, then this Agreement is to be considered the prevailing terms unless explicitly stated on the conflicting document in question.

Governing Law: The Company operates out of New Zealand, and therefore this Agreement is governed by the laws of New Zealand. If any provision in this Agreement is found to be unlawful, void or for any reason unenforceable, then that provision is deemed severable and will not affect the validity of any remaining provisions in this Agreement.

Contact: If you have any questions, concerns or queries in regards to the Platform, this Agreement, or your obligations as a User, we would love to hear from you. You can contact us at legal@dreamday.co.nz