

# The Miraka Group website **terms and conditions**

**By using the website you agree to be bound by the following terms:**

- **Subject to Change**

We may change these terms at any time by updating them on the website. Unless stated otherwise, any change takes effect immediately. You are responsible for ensuring you are familiar with the latest terms. By continuing to access and use the website, you agree to be bound by the changed terms. We may change, suspend, discontinue, or restrict access to, the website without notice or liability.

- **Terminology**

In these terms and conditions, 'we', 'us' or 'our' means The Miraka Group in relation to the website.

- **General Information**

The information on this site is for general use only and not deemed to be used as advice. We are not liable for any loss resulting from any action taken or reliance made by you on any information or material put up by us. While every effort has been made to ensure that the information is current and accurate, the information is selective and may not be complete or suitable for your intended use.

- **Independent Advice**

We recommend you make your own enquiries and seek independent advice from any relevant industry professionals before choosing to act or rely on any information or material, which is available to you. The website is not designed for the purpose of providing advice.

- **Liability**

Subject to any applicable law which cannot be excluded and to all provisions implied by statute which cannot be excluded, The Miraka Group accepts no responsibility for any loss, damage, cost or expense (whether direct or indirect) incurred by you as a result of any error, omission or misrepresentation in any information in the website or our failure to provide the website.

- **No Deemed Consent**

Publication of email addresses should not be taken as deemed consent to receiving unsolicited email.

- **Disclaimers**

To the extent permitted by law, we and our licensors have no liability or responsibility to you or any other person for any exposure to viruses or other forms of interference which may damage your computer system or expose you to fraud when you access or use the website. To avoid doubt, you are responsible for ensuring the process by which you access and use the website protects you from this and any site linked from the website. Any link on the website to other sites does not imply any endorsement, approval or recommendation of, or responsibility for, those sites or their contents, operations, products or operators.

- **New Zealand Law**

The terms and conditions are governed by the laws in force in New Zealand only. You are responsible for ensuring that your access to and use of the website is not illegal or prohibited and for your own compliance with applicable local laws.

- **Intellectual Property**

We and our licensors own all proprietary and intellectual property rights on the website including all text, graphics, logos, icons, sound recordings, software information, data, artwork, photographs, videos and look and feel. Copyright on the website is owned or licensed by us. Other than for the purposes of, and subject to the conditions prescribed under, the Copyright Act 1994 and similar legislation which applies in your location and except as expressly authorised by these terms and conditions, you may not in any form or by any means adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of this website; or commercialise any information, products or services obtained from any part of this website without our written permission.

- **Trademarks**

Except where otherwise specified, any word or device to which is attached the TM or ® symbol is a registered trademark. If you use any of our trademarks referencing our activities, products or services, you must include a statement attributing that trademark to us. You may not use any of our trademarks in or as the whole or part of your own trademarks or in connection with activities, products or services which are not ours or in a manner which may be confusing, misleading or deceptive or in a manner that disparages us or our offering of information, products or services, including the website.

- **Google Maps/Google Earth**

When using Google Maps data on this site or our applications, you're bound by the [Google Maps/Google Earth Additional Terms of Service](#) including the [Google Privacy Policy](#)

- **Your Obligations**

You must provide true, current and complete information in your dealings with us (including when setting up a milk supply agreement) and must promptly update that information as required so that the information remains true, current and complete. If you are given a Login, you must keep your Login secure and not permit any other person to use your Login, including not disclosing or providing it to any other person and immediately notify us if you become aware of any disclosure or unauthorised use of your Login, by sending an email to [privacy@miraka.com](mailto:privacy@miraka.com)

You must not act in a way, or use or introduce anything (including any virus, worm, Trojan horse, time bomb, keystroke logger, spyware or other similar feature) that in any way compromises, or may compromise, the website or otherwise attempt to damage or interfere with the website or other methods. Other methods include scraping, deep-linking, harvesting, data mining, use of a robot or spider, automation, or any similar data gathering, extraction or monitoring method.

You must obtain our written permission to establish a link to the website. If you wish to do so, email your request to [privacy@miraka.com](mailto:privacy@miraka.com)

You indemnify us against all loss we suffer or incur as a direct or indirect result of your failure to comply with these terms, including any failure of a person who accesses and uses our website by using your Login.

- **Suspension Or Termination Of Access**

We may immediately and without notice, suspend or terminate your access to the website. Our disclaimer in these terms will nevertheless survive any such suspension or termination.