

Mystic Winds - Website Terms of Use

1. Introduction

- 1.1. These terms of use govern your access to, and use of, our website, www.mysticwinds.co.nz. They are in addition to, and subject to, any agreement between you and us, for instance our agreement with you for the supply of electricity.
- 1.2. These terms of use are effective from 26 March 2026, and supersede and replace any previous versions of these terms of use.
- 1.3. If you are uncertain about any of the provisions of these terms of use, or you have a question, please contact us at info@mysticwinds.co.nz.

2. Application and changes

- 2.1. By accessing or using our website, you agree to be bound by these terms of use.
- 2.2. We may make changes to these terms of use, from time to time, without notice. By continuing to access or use our website, you are deemed to have agreed to any changes. We therefore recommend that you periodically review these terms of use, and if you do not agree with them, you should refrain from accessing or using our website.

3. Disclaimers

- 3.1. You understand and agree that:
 - (a) your use of our website and its contents is at your own risk;
 - (b) our website is provided on an “as is” basis. We make no warranty or guarantee that:
 - (i) our website or its contents are suitable for your intended use, of satisfactory quality, or fit for any particular purpose;
 - (ii) our website or its contents do not infringe the rights of third parties;
 - (iii) use of our website will lead to specific results; or
 - (iv) use of our website will be uninterrupted or timely;

- (c) we aim to keep the information on our website accurate and current, but we cannot guarantee this. Our website may include errors or omissions;
- (d) we provide no warranty or guarantee that our website is secure, or free of viruses, malicious computer code or other forms of interference that may damage your computer or devices;
- (e) any links to other websites on our website are provided for your convenience only. Access to any linked website is at your own risk. We do not endorse the contents of any linked website simply because we link to it; and
- (f) we may restrict or block your access to our website (temporarily or permanently) if, at any time, we reasonably believe you are in breach of these terms of use.

3.2. Without limiting the above, to the maximum extent permitted by law, these terms of use exclude all terms, conditions and warranties that may apply to your access to or use of, or attempted access to or use of, our website and its contents.

4. Linking to our website

You may not, in any way, link to our website without our prior written consent. If you want to link to our website or make use of its contents, please contact us via our website. We reserve the right to withdraw any linking without notice.

5. Privacy

By accessing or using our website, you agree to our privacy policy, as updated from time to time, and available on our website: www.mysticwinds.co.nz. It sets out how we will collect, hold, use and disclose information, and if the Privacy Act 2020 applies to your information, how we comply with that statute.

6. Security

- 6.1. The physical security of your computer and devices, and the security of personal information held on your computer and devices, is your responsibility.
- 6.2. You must always comply with the relevant manufacturer's software and support requirements to ensure your computer and devices are covered by the latest software and security updates.
- 6.3. You must not access our website using a Wi-Fi network that is not trusted.

7. IP and copyright

- 7.1. As between you and us, Mystic Winds own all copyright and all other intellectual property rights in our website and all content on it (including underlying code and software).
- 7.2. You must not modify, copy, reproduce, transmit, publish, distribute, sell, create derivatives of, or otherwise use, any content contained on our website for any commercial or public purpose, without our consent in writing.

8. Liability

- 8.1. To the maximum extent permitted by law, we will not be liable to you, in any way, for any loss or damage of any nature arising in connection with you accessing or using, or attempting to access or use, our website or its contents, including any loss or damage resulting (directly or indirectly) from:
 - (a) any advice, opinion, information or representation on, or omission from, our website;
 - (b) your access to or use of any website linked on our website; or
 - (c) any disruption to, or non-availability of, our website.
- 8.2. You agree to indemnify us and hold us harmless against all costs, claims, demands, expenses and damages of any nature incurred by us as a result of or in connection with your, or anyone else's, access to or use of our website using your computer or devices.
- 8.3. Nothing in these terms of use excludes, limits or modifies any of your rights under the Consumer Guarantees Act 1993.

9. General

- 9.1. These terms of use are governed by New Zealand law. You and we submit to the exclusive jurisdiction of the New Zealand courts to settle any disputes which may arise in relation to these terms of use or your use of our website.
- 9.2. If any provision of these terms of use is held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable. If such deletion or modification is not possible, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed severed

from these terms of use, and the remainder of the terms of use shall not be affected.

- 9.3. No failure of us to exercise, and no delay in us exercising, any right or remedy in connection with these terms of use shall constitute a waiver of that right or remedy.
- 9.4. The words “including”, “include”, “in particular”, “for example” and words of similar effect shall not be deemed to limit the general effect of the words that precede them.
- 9.5. The terms “we”, “us”, and “our” means Mystic Winds and includes its officers, employees, contractors, agents, successors, and assignees. “Mystic Winds” means Awhitu Windfarms Limited (company number 2330459), trading as Mystic Winds.