

MÖDERE®

**TERMS OF USE**

# INTRODUCTION

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SET FORTH IN THIS AGREEMENT (THE 'AGREEMENT'). IN ADDITION, WHEN YOU USE ANY OF OUR SERVICES (E.G., CUSTOMER REVIEWS), YOU WILL BE SUBJECT TO THE RULES, GUIDELINES, POLICIES, TERMS, AND CONDITIONS APPLICABLE TO SUCH SERVICE, AND THEY ARE INCORPORATED INTO THIS AGREEMENT BY THIS REFERENCE. WE RESERVE THE RIGHT TO CHANGE THIS SITE AND THESE TERMS AND CONDITIONS AT ANY TIME. **ACCESSING, BROWSING OR OTHERWISE USING THE SITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT, SO PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PROCEEDING.**

# USE OF SITE

The Modere Site is not targeted towards, nor intended for use by, anyone under the age of 15. By using the Modere Site, you represent and warrant that you are 15 years of age or older. If you are not at least 15 years of age, do not access, use, or register on the Modere Site. In the event we become aware you are under 15, we will terminate your registration.

Subject to the terms and conditions of this Agreement, we hereby grant you a limited, revocable, non-transferable and non-exclusive license to access and use the Site by displaying it on your internet browser only for the purpose of shopping for personal items sold on the Site and not for any commercial use or use on behalf of any third party, except as explicitly permitted by us in advance. Any breach of this Agreement shall result in the immediate revocation of the license granted in this paragraph without notice to you.

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# CHANGES TO THE MODERE SITE

You agree and understand that the Modere Site, including any and all features available via the Modere Site and any User Content (as defined below), may be modified by us, in our sole discretion, at any time without prior notice. Unless expressly stated otherwise, any new features, new services, enhancements or modifications to the Modere Site implemented after your initial access to the Modere Site shall be subject to these Terms of Use. We reserve the right to investigate and take appropriate action, including legal action, in our sole discretion, against anyone who violates these Terms of Use, including without limitation, by removing any User Content posted in violation of these Terms of Use, terminating the registration of such violators or blocking such violator's use of the Modere Site.

# REGISTRATION

In order to access some features of the Modere Site, you may be required to register and submit an email address ('User ID') and select a password. If you register, you agree to provide us with accurate and complete registration information, and to inform us immediately of any updates or other changes to such information. For example, you may not: (i) access an account controlled by another person with the intent to impersonate that person, or (ii) use as a User ID a name subject to any rights of a person other than yourself without appropriate authorisation. Failure to comply with the terms of this paragraph shall constitute a material breach of these Terms of Use, which may result in immediate termination of your account. In addition, we reserve the right to refuse registration of, or cancel a User ID at our discretion.

By providing [modere.co.nz](http://modere.co.nz) your email address, you consent to our using that email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such email messages, you may opt out unsubscribing from any of our emails. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

# SECURE PASSWORD GUIDELINES

Modere New Zealand Pty Ltd recommends the following guidelines when establishing your Modere Site password:

- Between 8 and 12 characters
- At least 1 uppercase letter (A-Z)
- At least 1 lowercase letter (a-z)
- At least 1 numeric value (0-9)

It is also a sound practice to differentiate passwords across multiple online accounts. Using the same credentials for multiple online accounts creates the potential for security breaches.

Each time you use your User ID and password to access your Modere Site account, you will be deemed to be authorised to access and use the Site in a manner consistent with the terms and conditions of this Agreement, and we have no obligation to investigate the authorisation or source of any such access or use of the Site. **YOU WILL BE SOLELY RESPONSIBLE FOR ALL ACCESS TO AND USE OF THIS SITE BY ANYONE USING THE USER ID AND PASSWORD ASSIGNED TO YOU WHETHER OR NOT SUCH ACCESS TO AND USE OF THIS SITE IS ACTUALLY AUTHORISED BY YOU, INCLUDING WITHOUT LIMITATION, ALL COMMUNICATIONS AND TRANSMISSIONS AND ALL OBLIGATIONS (INCLUDING WITHOUT LIMITATION FINANCIAL OBLIGATIONS) INCURRED THROUGH SUCH ACCESS OR USE.** You are solely responsible for protecting the security and confidentiality of the User ID and password assigned to you. You shall immediately notify us of any unauthorised use of your User ID and password or any other breach or threatened breach of this Site's security.

# PLACING AN ORDER

Modere ships orders only to locations within New Zealand. Orders cannot be changed or cancelled once submitted. All returns of product are subject to the Modere return policy.

# REVIEWS AND COMMENTS

Except as otherwise provided elsewhere in this Agreement or on the Site, anything that you submit or post to the Site and/or provide us, including without limitation, ideas, know-how, techniques, questions, reviews, comments, and suggestions (collectively, 'Submissions') is and will be treated as non-confidential and non-proprietary, and we shall have the royalty-free, worldwide, perpetual, irrevocable and transferable right to use, copy, distribute, display, publish, perform, sell, lease, transmit, adapt, create derivative works from such Submissions by any means and in any form, and to translate, modify, reverse-engineer, disassemble, or decompile such Submissions. All Submissions shall automatically become our sole and exclusive property and shall not be returned to you.

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Please review our Privacy Policy, which also governs your visit to this Site, to understand our practices. Our Privacy Policy is available at [images.modere.co.nz/nz/docs/nz-privacy-policy.pdf](https://images.modere.co.nz/nz/docs/nz-privacy-policy.pdf)

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In the event a product is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information received from our suppliers, we shall have the right to refuse or cancel any orders placed for product listed at the incorrect price. We shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, we shall immediately issue a credit to your credit card account in the amount of the charge.

# APPLICABLE BY LAW

This site is created and controlled by us in New Zealand. As such, the law of New Zealand will govern these disclaimers, terms, and conditions, without giving effect to any principles of conflicts of laws.

# MODERE CUSTOMER REWARDS

## **SHARE THE LOVE \$10 SHOPPING CREDITS.**

**When a New Modere customer uses a promo code and places an order over \$50 (excluding shipping) they receive a \$10 shopping credit.**

## **GIVE \$10, GET \$10.**

When you tell someone you know about Modere and provide them with your promo code, the magic really starts.

You, lucky Modere customer, can earn \$10 referral shopping credits, quickly and easily with Modere.

Every NEW customer you introduce who spends over \$50 (excluding shipping) receives a \$10 shopping credit. Then, once that credit applies, you earn a \$10 referring credit on your account, as well.

Earning credits. Redeeming credits. Referring credits. It's easy as, when you're sharing the Modere love.

There's no minimum spend, either! You can use as many \$10 referring credits as you like, baby.

Don't forget: Your shopping credits cannot be used for Modere shipping costs, okay? Cool.

## **FINDING YOUR PROMO CODE:**

Log in and hover over the person icon in the top right - and click 'My Account'.

## **SHARING YOUR PROMO CODE:**

You'll receive a \$10 credit to spend at Modere after your friends make their first purchase of over \$50 value.

Plus, because you referred them, they also score a \$10 credit - valid for 30 days - to make their first Modere purchase experience extra special.

## **Just remember:**

This promotion is available to NEW customers on first time Modere product purchases.

The \$10 shopping credit can only be redeemed with a minimum \$50 product purchase

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# DISPUTES

Any dispute relating in any way to your visit to the Site or to the products you purchase through the Site shall be submitted to confidential arbitration in Auckland, New Zealand, and regulated by the Commercial Arbitration Act 2011 (NZ) (Act) except that to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in court in Auckland, New Zealand. You hereby consent to and waive all defences of lack of jurisdiction and **forum non conveniens** with respect to venue and jurisdiction in the courts of New Zealand. The parties shall utilise an arbitrator appointed by the then President of the Law Society of New Zealand and be bound by such orders and directions as the arbitrator thinks fit as to the process and procedure of the arbitration. The arbitrator's award shall be final and binding and enforceable in accordance with the Act. The parties agree to allow appeals to a court against the arbitrator's award as permitted by the Act. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party, whether through class action proceedings or otherwise. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Site or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever banned.

# OUR ADDRESS

Please send any questions or comments (including all inquiries unrelated to copyright infringement) regarding this Site to:

Modere New Zealand Pty Ltd. Box 91597, Victoria Street West, Auckland 1142 or email us at [info@modere.co.nz](mailto:info@modere.co.nz)



**MODERE NEW ZEALAND LTD**

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VICTORIA STREET WEST

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