



Connecting Whanau and Marae - Worldwide

# Marae Website License Agreement

# Application Form

## Section One: Marae Information (for Marae Website Directory)

MARAE NAME

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HĀPŪ

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IWI

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WHARENUI

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WHAREKAI

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URUPA

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PHYSICAL ADDRESS

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LOCALITY

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MARAE POSTAL ADDRESS

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CHAIRPERSON (Full Name)

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CONTACT PHONE NUMBER

---

EMAIL ADDRESS

---

SECRETARY (Full Name)

---

CONTACT PHONE NUMBER

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EMAIL ADDRESS

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**Section Two: Personal Details (Marae Chairperson, Marae Trustee or authorised agent to complete)**

FULL NAME

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POSITION

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POSTAL ADDRESS

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HOME PHONE

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WORK PHONE

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CELLPHONE

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EMAIL ADDRESS

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**Section Three: Declaration**

I have attached a cheque/paid via electronic banking for

\$782.00 (GST Inclusive) which covers:

1x Marae Website Licence and Development

Content Manager Training

Content Manager Support Programme

First year hosting fee (\$135.00 GST Inclusive to be paid annually)

I declare that the information I have provided is true and correct and I am authorised by the Marae Committee of the above named Marae, to act for and on their behalf.

I have read and agree to the Naumaiplace.com Website Licence Agreement Terms and Conditions.

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Signature – Marae Rep

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Signature – NMP Rep

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Date

# Naumaiplace.com Website Licence Agreement Terms and Conditions

IN ORDER TO LICENSE A NAUMAIPLACE WEBSITE (as defined below), USE THE NAUMAIPLACE WEBSITE CONTENT MANAGER SERVICE (as defined below), AND USE THE NAUMAIPLACE HOSTING SERVICE (as defined below), ALL AS PART OF A SUBSCRIPTION SERVICE (as defined below), and YOU ARE REQUIRED TO AGREE TO THE FOLLOWING TERMS AND CONDITIONS.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE NAUMAIPLACE PRODUCTS AND SERVICES ON THIS WEBSITE. BY CHECKING THE BOX NEXT TO THE PHRASE "I have read and agree to the Naumaiplace Website License Agreement", YOU ARE AGREEING TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, AS AMENDED FROM TIME TO TIME BY NAUMAIPLACE (THE "AGREEMENT"). IF YOU DO NOT AGREE, YOU WILL NOT BE ABLE TO LICENSE A NAUMAIPLACE WEBSITE OR USE THE NAUMAIPLACE WEBSITE CONTENT MANAGER SERVICE, OR OTHERWISE USE THE SUBSCRIPTION SERVICE.

## 1. Definitions

In this Agreement, the following capitalised terms shall have the meanings ascribed to them below:

- a. "NAUMAIPLACE WEBSITE" means any pre-designed, customisable Naumaiplace Website template licensed by Naumaiplace to end users as part of a Subscription Service.
- b. "SUBSCRIPTION SERVICE" means any of the Naumaiplace subscription service packages that are available for purchase by end users on a monthly basis, for a monthly fee, that combines the NAUMAIPLACE WEBSITE license, the WEBSITE CONTENT MANAGER SERVICE and the WEB HOSTING SERVICE, all as described on the Naumaiplace Website located at the URL [www.Naumaiplace.com](http://www.Naumaiplace.com).
- c. "NAUMAIPLACE WEBSITE CONTENT MANAGER SERVICE" means the Naumaiplace on-line tool (administration rights) that allows customers to access their NAUMAIPLACE WEBSITE, add/modify certain content, include/exclude Website sections, upload images and make generic changes to their NAUMAIPLACE WEBSITE.
- d. "WEB HOSTING SERVICE" means the Web hosting services provided by Naumaiplace as part of a SUBSCRIPTION SERVICE.

## 2. Registration Process

To use any SUBSCRIPTION SERVICE, you must, in addition to selecting the SUBSCRIPTION SERVICE you desire to purchase, submit certain registration data. Such registration data shall include, but shall not be limited to, Marae name, Hapu, Iwi, Wharenui name, Wharekai name, Marae Physical Address, Locality, Marae Postal Address, Marae Phone Number, Marae Committee Chairperson, Marae Committee Secretary, your full name, postal address, e-mail address, and Phone contact details. You hereby certify that all of the registration data you provide to Naumaiplace is accurate and complete, and you agree to notify Naumaiplace within twenty (20) days of any changes to such data. Naumaiplace reserves the right, in its sole discretion, to refuse to provide a SUBSCRIPTION SERVICE to you for any reason. You agree that the WEB HOSTING SERVICE may alternatively be provided by a third party selected by Naumaiplace, in its sole discretion.

## 3. Payment

Billing for the SUBSCRIPTION SERVICE shall/may be by valid credit card, cheque or by direct debit from a nominated account (acceptable to Naumaiplace) at the time of purchase. Naumaiplace, in its sole discretion, shall determine the prices it will charge for the SUBSCRIPTION SERVICE, and the terms and conditions applicable to the same, and Naumaiplace may, upon providing thirty (30) days' notice to you, amend such pricing and/or terms and conditions. If you do not agree to the change(s), you may terminate your SUBSCRIPTION SERVICE as provided herein within that thirty (30) days; otherwise all such changes shall thereafter be effective with respect to your account, and you agree that we are authorised to charge your credit card for the new monthly SUBSCRIPTION SERVICE fee.

## 4. Limited License

Naumaiplace grants you a non-exclusive, non-transferable, limited license to use the NAUMAIPLACE WEBSITE for the sole purposes of creating and operating a Website pursuant to the terms and conditions set forth herein. This Agreement does not constitute a license to use Naumaiplace's trade names, service marks, trademarks, or any other Naumaiplace proprietary marks.

## 5. Usage Guidelines

You may not use the SUBSCRIPTION SERVICE (or any component thereof) for the activities listed below. In the event you violate this provision, this Agreement will immediately be terminated and you will no longer be able to use the SUBSCRIPTION SERVICE (or any component thereof). You may not use the SUBSCRIPTION SERVICE (or any component

thereof) to display or otherwise use any material, content, software or information that contains any of the following: (a) material that violates local, national or international laws; (b) any material that violates or infringes in any way the rights, including copyrights, trademark rights or other intellectual property rights of any third party; (c) hate propaganda; (d) fraudulent material or fraudulent activity; (e) any material that is threatening, abusive, harassing, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, indecent, or otherwise objectionable or inappropriate, all as determined by Naumaiplace at its sole discretion; (f) any material that promotes, encourages, or provides instructional information about illegal activities; (g) any software, information, or other material that contains a virus, "Trojan Horse," corrupted data; (h) any software or information to promote or utilize software or any Naumaiplace service to deliver unsolicited e-mail; or (i) shall not utilise the Marae website to promote/encourage/display games of chance defined as gambling either from or off the Marae website or Naumaiplace. These are defined as but not restricted to beatable casino games, unbeatable casino games, non casino gambling, fixed odds gambling, arbitrage betting, sports betting or any other forms of gambling without the express permission of Naumaiplace.com Limited.

## **6. Ownership Rights**

You agree and understand that the licensed NAUMAIPLACE WEBSITE, and all graphic designs, style templates, icons, HTML code, programming code, and other graphic elements incorporated therein are the exclusive property of Naumaiplace. In addition, Naumaiplace owns all right, title and interest in and to Naumaiplace trade names, service marks, inventions, copyrights, trade secrets, patents, and know-how relating to the design, function, or operation of the NAUMAIPLACE WEBSITE CONTENT MANAGER SERVICE and the NAUMAIPLACE WEBSITE. To the extent any trade names, trade marks, or other proprietary marks of third parties ("Third Party Marks") are incorporated into any component of the SUBSCRIPTION SERVICE, you agree that such Third Party Marks are the intellectual property of such third parties.

## **7. Restrictions**

You may not copy, sell, redistribute, license, sublicense or otherwise give a NAUMAIPLACE WEBSITE to any third party without Naumaiplace written consent.

## **8. Naumaiplace Disclaimer of Warranty**

You agree and understand that you are using the SUBSCRIPTION SERVICE (and all components thereof) at your own risk. The SUBSCRIPTION SERVICE is provided on an AS IS, AS AVAILABLE BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NAUMAIPLACE EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE SUBSCRIPTION SERVICE WILL MEET YOUR REQUIREMENTS, BE ERRORFREE, SECURE OR UNINTERRUPTED. NAUMAIPLACE DOES NOT GUARANTEE YOUR RECEIPT OF SERVICE AT ANY PARTICULAR TIME OR THE INTEGRITY OF DATA STORED OR TRANSMITTED VIA ITS SYSTEM. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY NAUMAIPLACE, ITS EMPLOYEES, LICENSORS OR THE LIKE, WILL CREATE A WARRANTY; NOR MAY YOU RELY ON ANY SUCH INFORMATION OR ADVICE. The terms of this Section will survive any termination or cancellation of this agreement.

## **9. Limitation of Liability**

YOU AGREE THAT OUR ENTIRE LIABILITY AND THAT OF ANY THIRD PARTY PROVIDING SERVICES AS PART OF THE SUBSCRIPTION SERVICE, AND YOUR EXCLUSIVE REMEDY, WITH RESPECT TO THE SUBSCRIPTION SERVICE, AND ANY MATTER ARISING OUT OF THIS AGREEMENT, IS SOLELY LIMITED TO THE AMOUNT YOU PAID FOR SUCH SUBSCRIPTION SERVICE. NAUMAIPLACE, ITS CONTRACTORS, AFFILIATES (INCLUDING THIRD PARTIES PROVIDING SERVICES AS PART OF THE SUBSCRIPTION SERVICE) AND PARENT COMPANIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR INABILITY TO USE THE SUBSCRIPTION SERVICE, OR ANY OF THE NAUMAIPLACE WEBSITES, NAUMAIPLACE WEBSITE CONTENT MANAGER SERVICE, WEB HOSTING SERVICE OR OTHER NAUMAIPLACE SERVICES OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES. BECAUSE SOME COUNTRY OR STATES WITHIN THOSE COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH CURCUMSTANCES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW. WE DISCLAIM ANY AND ALL LOSS OR LIABILITY RESULTING FROM, BUT NOT LIMITED TO: (1) LOSS OR LIABILITY RESULTING FROM ACCESS DELAYS OR ACCESS INTERRUPTIONS; (2) LOSS OR LIABILITY RESULTING FROM DATA NON-DELIVERY OR DATA MIS-DELIVERY; (3) LOSS OR LIABILITY RESULTING FROM ACTS OF GOD; (4) LOSS OR LIABILITY RESULTING FROM THE UNAUTHORISED USE OR MISUSE OF YOUR ACCOUNT INFORMATION (INCLUDING ANY PASSWORDS); (5) LOSS OR LIABILITY RESULTING FROM ERRORS, OMISSIONS, OR MISSTATEMENTS IN ANY AND ALL INFORMATION OR SERVICE(S) PROVIDED UNDER THIS AGREEMENT; (6) LOSS OR LIABILITY RELATING TO THE DELETION OF OR FAILURE TO STORE E-MAIL MESSAGES; (7) LOSS OR LIABILITY RESULTING FROM THE DEVELOPMENT OR INTERRUPTION OF YOUR NAUMAIPLACE WEBSITE OR ANY OF THE SERVICES INCLUDED IN THE SUBSCRIPTION SERVICE; (8) LOSS OR LIABILITY FROM YOUR INABILITY TO USE OUR NAUMAIPLACE WEBSITE CONTENT MANAGER SERVICE OR ANY COMPONENT OF THE SUBSCRIPTION SERVICE; (9) LOSS OR LIABILITY THAT YOU MAY INCUR IN CONNECTION WITH OUR PROCESSING OF YOUR APPLICATION FOR OUR SERVICES, OUR PROCESSING OF ANY AUTHORISWED MODIFICATION TO YOUR NAUMAIPLACE WEBSITE OR REGISTRATION DATA, OR YOUR AGENTS FAILURE TO PAY ANY FEES, INCLUDING THE MONTHLY SUBSCRIPTION SERVICE FEE. YOU HEREBY ACKNOWLEDGE THAT THIS PROVISION WILL APPLY WHETHER OR NOT NAUMAIPLACE IS GIVEN NOTICE OF THE POSSIBILITY OF SUCH

DAMAGES AND THAT THIS PROVISION WILL APPLY TO ALL CONTENT, MERCHANDISE OR SERVICES AVAILABLE THROUGH NAUMAIPPLACE. The terms of this Section will survive any termination or cancellation of this agreement.

## 10. Indemnification

You agree to defend, indemnify, and hold Naumaiplace and its contractors, agents, employees, officers, directors, affiliates and assigns harmless from and against any and all claims, liabilities, damages, costs and expenses (including reasonable legal fees and expenses) of third parties arising from or related to (a) any information, material, content products, or services available on your licensed NAUMAIPPLACE WEBSITE; (b) your use of the NAUMAIPPLACE WEBSITE CONTENT MANAGER SERVICE, the WEB HOSTING SERVICE or the licensed NAUMAIPPLACE WEBSITE; or (c) any use of your licensed NAUMAIPPLACE WEBSITE. The obligations in this Section will not be limited in any way by any other provisions of this Agreement, including the limitation of liability section set forth above.

## 11. Modifications

Naumaiplace reserves the right to modify this Agreement at its own discretion upon thirty (30) days written notice to you of any such modification and the effective date of such modification. If any modification to this Agreement is unacceptable to you, you may immediately terminate or cancel this agreement by providing written notice to Naumaiplace; you will not receive any refund of fees paid by you hereunder in connection with any such termination. If you do not terminate or cancel the Agreement, or if you continue to use the SUBSCRIPTION SERVICE following any modification to this Agreement, your continued use will mean that you have accepted that modification. Otherwise, this Agreement may not be modified except by the written consent of both parties.

## 12. Intellectual Property

All information that is loaded as Marae website content onto a licensed Naumaiplace Marae website belongs to and is the sole property of the respective Naumaiplace Marae license holder, or its associates or sources as acknowledged. All data that is collated, gathered either electronically or manually in respect of the activity to the marae website is the sole property and ownership of Naumaiplace.

## 13. Profit Share

The company agrees to share a percentage of the profits that are derived from the Marae website Naumaiplace.com ONLINE STORE. The percentage of profit share can be changed at the discretion of the company and will inform the Marae of such changes. Only the profits derived from sales that are specified by the company and subject to profit share will be shared with the marae. The specific sales may include the following:

- Users purchase specific marae products, i.e.: marae logo t-shirts, or any other products that bear the marae logo
- Purchaser nominates profits to be gifted to a marae as a result of purchasing a product or products which are deemed by the company to be subject to profit share

## 14. Term and Termination

### 14.1 Term

The term of this Agreement shall be for one (1) year, beginning on the first day of the month following the date of your agreement to the terms and conditions hereof (the "Effective Date") and shall thereafter continue on a month-to-month basis for successive monthly periods, unless either Party notifies the other of termination, in accordance herewith.

### 14.2 Termination without Cause

#### (a) By You

You may terminate this Agreement at any time upon notice to Naumaiplace as provided herein. Unless terminated earlier as provided herein, this Agreement will be terminated as of the expiration of the monthly billing cycle in which your Notice of Service Cancellation was received and processed by Naumaiplace.

#### (b) By Naumaiplace

Naumaiplace may terminate this Agreement at any time, without cause, upon thirty (30) days' prior written notice to you.

### 14.3 Termination for Default

Naumaiplace may terminate this Agreement, without notice, if in the sole judgment of Naumaiplace you are in violation of any of the Usage Guidelines set forth herein. Naumaiplace may terminate this Agreement upon twenty (20) days' written notice if in the sole judgment of Naumaiplace you are in default of any material provision of this Agreement (other than the Usage Guidelines) and you have not cured such default by the end of the twenty (20) days.

### 14.4 Effect of Termination

Upon any termination of this Agreement, your right to use the SUBSCRIPTION SERVICE (and, therefore, your license to use the NAUMAIPPLACE WEBSITE) will automatically terminate, and you shall immediately cease any use of the NAUMAIPPLACE

WEBSITE and the SUBSCRIPTION SERVICE; Naumaiplace shall immediately cease providing the SUBSCRIPTION SERVICE. Naumaiplace will cease charging your credit card for the Monthly Subscription Service Fee as of the expiration of the monthly billing cycle in which the termination is effective. Unless otherwise specified in writing by Naumaiplace, you will not receive any refund for monthly payments already made by you as of the date of termination. If termination of this Agreement is due to your default hereunder, you shall bear all costs of such termination, including any reasonable costs Naumaiplace incurs in closing your account. You agree to pay any and all costs incurred by Naumaiplace in enforcing your compliance with this Section.

#### **14.5 Survival**

In the event of termination of this Agreement for any reason, Sections 1, 3, 6, 7, 8, 9, 10, 12, 13, 14, 15 and 16 shall survive.

#### **15. Notices**

All notices must be sent either in writing or by e-mail, except as otherwise expressly provided herein. All written notices to Naumaiplace shall be delivered to Naumaiplace, PO Box 1562, Rotorua, New Zealand. All notices to you shall be delivered to your mailing address or e-mail address as provided in your account information (as updated by you pursuant to this Agreement). Either of us may change our respective address by written notice delivered to the other party. All notices delivered in writing hereunder must be sent by either overnight courier or certified mail, return receipt requested.

#### **16. Miscellaneous**

This agreement constitutes the entire agreement between you and Naumaiplace with respect to the SUBSCRIPTION SERVICE and your use of the NAUMAIPLACE WEBSITE and supersedes all prior agreements between you and Naumaiplace pertaining to the same. Naumaiplace failure to enforce any provision of this agreement will not be construed as a waiver of any provision or right. In the event that a portion of this agreement is held unenforceable, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions will remain in full force and effect. Nothing in this agreement will be construed as creating a joint venture, partnership, employment or agency relationship between you and Naumaiplace, and you do not have any authority to create any obligation or make any representation on Naumaiplace's behalf. Other than as specified herein, neither party makes any representations, or assumes or creates any obligations, on behalf of the other. You may not assign this agreement, by operation of law or otherwise, without Naumaiplace's written consent. Subject to the foregoing, this agreement will be binding on, inure to the benefit of and be enforceable against you and Naumaiplace and their respective successors and assigns.

Other than services provided as a part of the SUBSCRIPTION SERVICE, Naumaiplace is not responsible for and shall have no liability with respect to any products and/or services purchased by you from other parties, whether through the NAUMAIPLACE WEBSITE or otherwise, and the provision of any such other products and/or services shall be subject to your agreement, if any, with the party providing the other products and/or services. The terms of this Section will survive any termination of this agreement.

Please contact us to discuss the next step:

*Naumaiplace.com*

E: [support@naumaiplace.com](mailto:support@naumaiplace.com)

W: [www.naumaiplace.com](http://www.naumaiplace.com)