

# No Fixed Abode Terms of Service

## 1. **General**

Welcome to the No Fixed Abode website. This website and all newsletters sent by No Fixed Abode (collectively, the "Site") is owned and operated by No Fixed Abode. Your use of this Site is governed by these Terms of Use. By accessing and browsing this Site you agree to be bound by these Terms of Use, whether you register as a member or supporter or not.

No Fixed Abode provides the content and services available on this Site to you subject to the following terms and conditions, our Privacy Policy and other terms and conditions and policies which you may find throughout our Site in connection with certain functionality, features or promotions, all of which are deemed a part of and included within these terms and conditions (collectively, "Terms and Conditions"). By accessing and browsing this Site, you are deemed to have read, understand, and agree, without limitation or qualification, to be bound by these Terms and Conditions.

## 2. **Right to Use Website & Content.**

You may access, view and print the content on this Site for informational and non-commercial purposes. No part of this Site may be distributed or copied for any commercial purpose. No Fixed Abode reserves the right to alter, suspend or terminate this Site temporarily or permanently at any time or to deny access to this Site without notice.

## 3. **Content**

No Fixed Abode endeavours to ensure information on this Site is current and accurate, and it has been compiled in good faith. No Fixed Abode will endeavour to correct any errors on this Site but does not accept any liability for mistakes or out-of-date information. No Fixed Abode will not assess the accuracy or validity of any employment information or other general information provided in connection by the Site.

## 4. **Intellectual Property**

All information and content available on the Site and its "look and feel", including but not limited to trademarks, logos, service marks, text, graphics, logos, button icons, images, audio clips, data compilations and software, and the compilation and organization thereof (collectively, the "Content") is the property of No Fixed Abode, our affiliates, partners or licensors, and is protected by New Zealand and international laws, including laws governing copyrights and trademarks.

Except as set forth in the limited licenses in Section 5 below, or as required under applicable law, neither the Content nor any portion of the Site may be used, reproduced, duplicated, copied, sold, resold, accessed, modified, or otherwise exploited, in whole or in part, for any purpose without our express, prior written consent.

## 5. **Limited Licenses**

We grant you a limited, revocable, non-transferable and non-exclusive license to access and make personal use of the Site. This limited license does not include the right to: (a) frame or utilize framing techniques to enclose the Site or any portion thereof; (b) republish, redistribute, transmit, sell, license or download the Site or any and/or all Content (except caching or as necessary to view the Site); (c) make any use of the Site or any and/or all Content other than personal use; (d) modify, reverse engineer or create any derivative works based upon either the

Site or any and/or all Content; (e) collect account information for the benefit of yourself or another party; (f) use any meta tags or any other "hidden text" utilizing any and/or all Content; or (g) use software robots, spiders, crawlers, or similar data gathering and extraction tools, or take any other action that may impose an unreasonable burden or load on our infrastructure. You must retain, without modification, all proprietary notices on the Site or affixed to or contained in the Site.

We also grant you a limited, revocable, non-transferable and nonexclusive license to create a hyperlink to the home page of the Site for personal, non-commercial use only. A website that links to the Site (i) may link to, but not replicate, any and/or all of our Content; (ii) must not imply that we are endorsing such website or its services or products; (iii) must not misrepresent its relationship with us; (iv) must not contain content that could be construed as distasteful, obscene, offensive controversial or illegal or inappropriate for any ages; (v) must not portray us or our products or services, in a false, misleading, derogatory, or otherwise offensive or objectionable manner, or associate us with undesirable products, services, or opinions; and (vi) must not link to any page of the Site other than the home page. We may, in our sole discretion, request that you remove any link to the Site, and upon receipt of such request, you shall immediately remove such link and cease any linking unless separately and expressly authorized in writing by us to resume linking.

Any unauthorized use by you of the Site or any and/or all of our Content automatically terminates the limited licenses set forth in this Section 5 without prejudice to any other remedy provided by applicable law or these Terms and Conditions.

## 6. **Third Party Websites**

All links and references to other websites, organisations or people not within No Fixed Abode are provided for the user's convenience only, and should not be taken as endorsement of those websites, or of the information contained in those websites, nor of organisations or people referred to. If you have comments or questions relating to Sites linked to this one, they should be directed to the relevant person or organisation. No Fixed Abode does not implicitly or impliedly endorse any website, organisation or person who may have off-Site links to this website. You should carefully review the terms and conditions and privacy policies of all off-website pages and other websites that you visit.

## 7. **Privacy**

You acknowledge that you have read and understood the terms of the Privacy Policy that is located here [[hyperlink](#)]. You agree that No Fixed Abode may use and disclose information about you in accordance with the terms of the Privacy Policy. You also agree to check the Privacy Policy on a regular basis and to let No Fixed Abode know if you object to use or disclosure of information about you in accordance with any updated policy.

## 8. **Confidentiality**

Any communication or material transmitted to No Fixed Abode or this Site by survey answers, electronic mail or otherwise will be treated as confidential. No Fixed Abode will not claim any ownership over any information or material you give to us. Anything you transmit, including opinions, answers, ideas, suggestions, information or other material, remains your property and No Fixed Abode may only reproduce, publish, modify, adapt and transmit the material where No Fixed Abode has a reasonable belief that you consent to this use. This clause is subject to the Privacy Policy.

## 9. **Additional Terms**

You may need to agree to additional terms and conditions for particular services, promotions or information which may be made available to you from time to time through this Site. Any such additional terms will be read in conjunction with these Terms of Use. In the event of any inconsistency between these terms and any additional terms and conditions, the additional terms and conditions will prevail for those particular surveys, services, promotions or competitions.

## 10. **Membership Criteria**

To register as a Member of No Fixed Abode, you must have no options to acquire safe and secure housing. You must fit within one of the categories below:

- (a) Be without shelter. You generally sleep with no shelter or with a makeshift shelter. Examples include living on the street or inhabiting improvised dwellings, such as shacks, garages, tents or cars.
- (b) Living in temporary accommodation. You stay in an overnight shelter or 24-hour accommodation in a non-private dwelling not intended for long term living. Examples include hostels for the homeless, transitional supported accommodation for the homeless, and women's refuges. Living long term in motor camps or a boarding house is also comes under this definition.
- (c) You share accommodation. You live in temporary accommodation through sharing someone else's private dwelling. The usual residents of the dwelling are not considered homeless.
- (d) You live in uninhabitable housing. An example of this is living in a home that is in an advanced state of deterioration, to the point of being uninhabitable by current social norms. The home may have surroundings that are unkempt or overgrown, extensive exterior deterioration, a leaky or otherwise non-weatherproof roof, doors or windows broken or not secure, having essential services cut, a bare interior and/or evidence of vandalism. It does not include dwellings that are simply cold, damp, leaky or not insulated.

If are a member of the general public, who is willing and able to help our Members, you may register as a Supporter. You must be over 18 years old to register. You must provide your full name, your address, occupation, date of birth, phone number(s) and an email address as a condition of registration.

## 11. **Supporter's Interactions with Members**

You acknowledge and understand that homelessness can be caused by a range of factors including poverty, unemployment, lack of affordable housing, unemployment, poor physical or mental health, drug and alcohol abuse, gambling, family and relationship breakdown, domestic violence, physical and/or sexual abuse and instability.

You agree to be solely responsible for your interactions with Members of the Site. You understand that No Fixed Abode does not conduct criminal background checks, mental health checks or screenings on our members (although we reserve the right to do this at any time as a condition of members continuing to use this Site). We do not inquire into the backgrounds of our members or attempt to verify their statements. We make no representations or warranties as to the conduct of our members or their suitability for any reintegration programs, employment or coaching.

You agree to comply with all New Zealand laws while using this site or interacting with any other member. Any support you offer to Members must be genuine and you must treat all other users of the Site with respect. You agree that you will not post any content that is offensive, defamatory, illegal, or which promotes or encourages anti-social behavior of any kind. You must not misrepresent yourself or your situation in any way. You must not exploit any Member.

You agree that No Fixed Abode is not responsible for the conduct of any member. As noted in and without limiting the clauses below, in no event shall No Fixed Abode, its affiliates, partners, relevant suppliers, licensors or agents be liable (directly or indirectly) for any losses or damages whatsoever whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you or anyone else in connection with the use of the Site, including, without limitation, death, bodily injury, emotional distress, and/or other damages resulting from communications or meetings with Members or persons you are connected with through the Site. You agree to take all necessary precautions in all interactions with Members, particularly if you decide to communicate off the Site or meet in person. You should not provide your financial information (for example, your credit card or bank account information), or wire or otherwise send money, to Members.

## 12. **Disclaimer**

The information provided on this Site is for general guidance only. Users of the information contained on this Site must make their own assessment of the suitability, reliability, validity and appropriateness of the products, services and information for their particular use.

We do not endorse or recommend any of the work experience, jobs or coaching provided through this Site and we strongly recommend that you obtain your own independent legal, accounting, financial or taxation advice as appropriate. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through this Site or on the Internet generally.

## 13. **All Liability Excluded**

The Site is presented "as is". We make no representations or warranties of any kind whatsoever, express or implied, in connection with these terms and conditions or the Site, including but not limited to warranties of good character, merchantability, non-infringement, accuracy of data or fitness for a particular purpose, except to the extent such representations and warranties are not legally excludable.

You agree that, to the fullest extent permitted by applicable law, we will not be responsible or liable (whether in contract, tort (including negligence) or otherwise), under any circumstances, for any (a) interruption of business; (b) access delays or access interruptions to the Site; (c) data non-delivery, misdelivery, corruption, destruction or other modification; (d) loss or damages of any sort incurred as a result of dealings with or the presence of off-website links on the Site; (e) computer viruses, system failures or malfunctions which may occur in connection with your use of the Site, including during hyperlink to or from third party websites (f) any inaccuracies or omissions in content or (g) events beyond our reasonable control.

Further, to the fullest extent permitted by law, we will not be liable for any indirect, special, punitive, incidental, or consequential damages of any kind or any lost profits or business related to the Site or your use thereof regardless of the form of action whether in contract, tort (including negligence) or otherwise, even if we have been advised of the possibility of such damages and in no event shall our maximum aggregate liability exceed one hundred dollars (NZ\$100.00).

You agree that no claims or action arising out of, or related to, the use of the Site or these terms and conditions may be brought by you more than one (1) year after the cause of action relating to such claim or action arose.

If the New Zealand Consumer Guarantees Act 1993 applies, you may have rights or remedies which are not excluded or limited by the above. If you are using this Site or its content for business purposes, the above exclusions and limits will apply and the New Zealand Consumer Guarantees Act 1993 will not apply.

The exclusions and limits set out in these Terms of Use will also operate for the benefit of the No Fixed Abode affiliates and related entities, partners, relevant suppliers, licensors and agents of No Fixed Abode which No Fixed Abode uses to provide the website.

#### **14. Indemnity**

You agree to indemnify No Fixed Abode, affiliates and related entities, relevant suppliers, licensors and agents of No Fixed Abode in respect of any loss, damage, cost or expense (including reasonable enforcement costs, whether incurred on a solicitor and own client base or otherwise) suffered or incurred by No Fixed Abode as a result of any inaccurate or incomplete information provided by you to No Fixed Abode or any breach by you of any of your obligations under these Terms of Use or any other applicable terms and conditions for other services, promotions or information on this website (including any acts or omissions of your employer, contractors or agents). You also agree to indemnify us for any loss, damages, or costs, including reasonable attorneys' fees, resulting from your use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action you take that imposes an unreasonable burden or load on our infrastructure.

#### **15. Disputes**

With respect to any dispute regarding the Site, all rights and obligations and all actions contemplated by these Terms and Conditions shall be governed by the laws of New Zealand. Any dispute relating in any way to your visit to the Site shall be submitted to confidential arbitration in Auckland, New Zealand and you submit to the jurisdiction and proceedings thereof, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights or the intellectual property rights of our affiliates, partners or licensors or otherwise have a cause of action in equity, we may seek injunctive or other appropriate relief in any court of competent jurisdiction and you consent to any such jurisdiction and venue for such purposes. The arbitrator shall be appointed by the parties, or failing agreement within 10 working days after, and exclusive of, the date of service of the written notice, shall be appointed at the request of a party by the president or vice president for the time being of the New Zealand Law Society or the nominee of such president or vice president. Arbitration under these Terms and Conditions shall be conducted as soon as possible in accordance with, and subject to the provisions and rules of the Arbitrators' and Mediators Institute of New Zealand Inc and the Arbitration Act 1996. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these Terms and Conditions shall be joined to an arbitration involving any other party subject to this Terms and Conditions, whether through class arbitration proceedings or otherwise.

#### **16. Consent to Receive Notices Electronically by Posting on the Site and Via Email**

You consent to receive any agreements, notices, disclosures and other communications (collectively, "Notices") to which these Terms and Conditions refer from us electronically including without limitation by e-mail or by posting notices on this Site. You agree that all Notices that we provide to you electronically satisfy any legal requirement that such communications be in writing. To withdraw your consent to receive Notices electronically, you must notify us of your withdrawal of such consent by emailing us at [help@nofixedabode.nz](mailto:help@nofixedabode.nz) and discontinue your use of this Site. In such event, all rights granted to you pursuant to these Terms and Conditions, including but not limited to the limited licenses set forth in Section 5 hereof, shall automatically terminate. Unfortunately, we cannot provide the benefits of this Site to any user that cannot consent to receipt of Notices electronically.

Please note that this consent to receive Notices is entirely separate from any election you may make with respect to receipt of marketing communications. Your options with respect to receipt of marketing communications are set forth in our Privacy Policy. You agree that we are not required to include information about how to unsubscribe on each commercial electronic message that we send to you.

**17. Amendments**

No Fixed Abode may amend these Terms of Use from time to time. You should periodically revisit this page to review the then current Terms of Use. By continuing to use this website after any such amendment, you are deemed to have agreed to the amended terms of use.

**18. Contact Us**

If you have any questions or concerns in relation to this Site or these Terms of Use you can send an email to us via [help@nofixedabode.nz](mailto:help@nofixedabode.nz).