



## Terms of Use - New Zealand (English)

### End User License Agreement

Last update: 6<sup>th</sup> December 2023

This Terms of Use Agreement ("Terms of Use") applies to your use of the United Rentals website located at <https://www.royalwolf.co.nz/> the "Site"), whether directly or through mobile access using compatible and supported wireless devices. The Site is the property of United Rentals New Zealand (together with its affiliated companies, "United Rentals").

**BY ACCESSING AND/OR USING THE SITE, YOU ACCEPT AND AGREE TO THESE TERMS OF USE ON YOUR BEHALF AND, IF YOU ARE ACCESSING OR USING THE SITE ON BEHALF OF ANOTHER PERSON OR ORGANISATION, ON BEHALF OF SUCH PERSON OR ORGANISATION (collectively, "you"). IF YOU DO NOT AGREE, DO NOT ACCESS OR USE THE SITE AND YOU MUST IMMEDIATELY CEASE ALL USE OF THE SITE.**

Before you make any purchases or rentals of equipment, goods, or services, you must first establish a customer account (your "Account" or Profile) or otherwise agree to the Terms and Conditions, which are located at [www.royalwolf.co.nz](http://www.royalwolf.co.nz) as amended from time to time. Please see Section 5 for more information and for other applicable terms and conditions.

United Rentals reserves the right, at its sole discretion, to change, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use each time before using the Site. Your continued use of the Site following the posting of changes manifests your agreement to the changes. You agree that all subsequent purchases or rentals by you will be subject to the terms and conditions of these Terms of Use, which shall apply until we post a modified Terms of Use and then in accordance with such modified Terms of Use. As long as you comply with these Terms of Use and any such modifications, United Rentals grants you ("you") a personal, non-exclusive, non-transferable, non-sublicensable, limited privilege to enter and use the Site.

You should read these Terms of Use carefully before deciding whether you wish to accept these Terms and Conditions.

## 1. CONTENT AND INTELLECTUAL PROPERTY

### 1. United Rentals Content, Copyright and Trade mark Notice.

All media (downloaded or samples), software, text, images, graphics, user interfaces, music, videos, photographs, trade marks, logos, artwork and other content on the Site (collectively, "Content"), including but not limited to the design, selection, arrangement, and coordination of such Content on the Site, is owned or licensed by or to United Rentals, and is protected by copyright, trade dress, and trade mark laws, and various other intellectual property rights laws. Except as expressly provided in this Terms of Use, no part of the Site and no Content may be reproduced, recorded, retransmitted, sold, rented, broadcast, distributed, published, uploaded, posted, publicly displayed, altered to make new works, performed, digitized, compiled, translated or transmitted in any way to any other computer, website or other medium or for any commercial purpose, without United Rentals' prior express written consent. Except as expressly provided herein, you are not granted any rights or licence to patents, copyrights, trade secrets, trade dress, rights of publicity or trade marks with respect to any of the Content, and United Rentals reserves all rights not expressly granted hereunder. United Rentals expressly disclaims all responsibility and liability for uses by you of any Content obtained on or in connection with the Site.



UNITED RENTALS, the United Rentals' elliptical design and other trademarks used on the Site, are registered trademarks or service marks of United Rentals. All other trademarks or service marks are property of their respective owners. The use of any United Rentals trademark or service mark without United Rentals' express written consent is strictly prohibited.

## **2. User Content and Submissions, Licences**

You understand and agree that all information, data, text, software, music, sound, images, photographs, graphics, video, advertisements, messages, trade marks, logos, artwork or other materials submitted, posted or displayed by you on or through the Site ("User Content") is solely your responsibility. United Rentals makes no claims of ownership or control over any User Content. You or a third party licensor, as appropriate, retain all patent, trade mark and copyright to any User Content you submit, post or display on or through the Site and you are responsible for protecting those rights, as appropriate. By submitting, posting or displaying User Content on or through the Site, you grant United Rentals a perpetual, worldwide, non-exclusive, royalty-free licence to reproduce, adapt, distribute and publish such User Content through the Site and as part of United Rentals' services. In addition, by submitting, posting or displaying User Content which is intended to be available to other members of the general public, you grant United Rentals a perpetual, worldwide, non-exclusive, royalty-free licence to reproduce, adapt, distribute and publish such User Content for the purpose of promoting the Site, United Rentals, and/or their respective services. United Rentals will discontinue this licensed use within a commercially reasonable period after such User Content is removed from the Site. United Rentals reserves the right to refuse to accept, post, display or transmit, or to disable or terminate any post, display, or transmission of, any User Content in its sole discretion, but shall have no obligation to do so, and no obligation to monitor any User Content.

You agree that you will not use the Site in a manner that, or submit any User Content that: (i) violates any local or international law or regulation; (ii) may, in our sole discretion, contribute to the harassment, exploitation, or harm of any person, including activities that may be defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable; (iii) may expose United Rentals to any liability, including by posting any material that infringes on or misappropriates the intellectual property rights of third parties; (iv) may be harmful to others, United Rentals' operations, or United Rentals' reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g. get-rich-quick schemes, Ponzi or pyramid schemes, phishing, or pharming) or engaging in other deceptive practices; or (v) involves content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, or other malware.

If you post User Content in any public area of the Site, you also permit any user to access, display, view, store and reproduce such User Content for personal use. Subject to the foregoing, the owner of such User Content placed on the Site retains any and all rights that may exist in such User Content. United Rentals may, in its sole discretion, review and remove any User Content for any reason, such as but not limited to User Content that violates these Terms of Use, violates intellectual property and/or other laws, rules or regulations, is abusive, disruptive, offensive or illegal, violates the rights of, or harms or threatens the safety of, users of the Site or third parties, or is inconsistent with the policies or positions of United Rentals and/or the Site. United Rentals reserves the right to expel you and/or any other users and prevent their further access to the Site and/or use of United Rentals services for posting User Content that is subject to removal or for otherwise violating the Terms of Use or applicable laws, rules or regulations. United Rentals may take any action with respect to User Content that it deems necessary or appropriate in its sole discretion if it believes that such User Content could create liability for United Rentals, damage United Rentals' brand or public image, or cause United Rentals to lose users or (in whole or in part) the services of its internet service providers or other vendors or suppliers.



United Rentals does not represent or guarantee the truthfulness, accuracy, or reliability of User Content, derivative works from User Content, or any other communications posted by users, and does not adopt or endorse any opinions expressed by users. You acknowledge that any reliance on material posted by other users will be at your own risk.

United Rentals reserves the right to restrict the number of posts, e-mails, transmissions, or other messages which a user may send or display to other users to a number which United Rentals deems appropriate in its sole discretion.

## **2. REGISTRATION, CUSTOMER ACCOUNT AND USE OF SITE**

Certain services offered on or through the Site require you to first open an Account. You are responsible for maintaining the confidentiality of your Account information, including your password, and for all activity that occurs under your Account, except if any unauthorised use is caused by any negligence by United Rentals, or failure of United Rentals to comply with its obligations under these Terms of Use. You agree to notify United Rentals at the address set forth in Section 4 below immediately of any unauthorised use of your Account or password, or any other breach of security. You may be held liable for losses incurred by United Rentals or any other user of the Site due to someone else using your password or Account, except if any unauthorised use is caused by any negligence by United Rentals, or failure of United Rentals to comply with its obligations under these Terms of Use. You may not use anyone else's password or Account at any time. You may not attempt to gain unauthorised access to Accounts or the Site. Should you attempt to do so, assist others in making such attempts, or distribute instructions, software or tools for that purpose, then your Account will be terminated, and United Rentals may seek other relief. You agree to provide us with accurate, current and complete information about yourself and your billing information. You may update any of your Account information, designate a different credit card to be billed, or change the applicable expiration date on your currently designated credit card, by editing your Profile. You may not use any automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy, probe, test or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or any of the systems or networks comprising or connected to the Site.

You also agree that United Rentals may, in its sole discretion and without prior notice to you, terminate your access to the Site and your Account for any reason, including without limitation: (1) attempts to gain unauthorised access to the Site or assistance to others' attempting to do so, (2) overcoming software security features limiting use of or protecting any Content, (3) discontinuance or material modification of the Site or any service offered on or through the Site, (4) violations of this Terms of Use, (5) failure to pay for purchases or rentals, (6) suspected or actual copyright infringement, (7) unexpected operational difficulties, or (8) requests by law enforcement or other government agencies. **You agree that United Rentals will not be liable to you or to any third party for termination of your access to the Site.**

United Rentals reserves the right to investigate complaints or reported violations of these Terms of Use, applicable licences and/or copyright information on the Site, and to take any action we deem appropriate, including, without limitation, reporting and providing information of any suspected unlawful activity to law enforcement officials, regulators, or other third parties, including disclosing any information necessary or appropriate to such persons or entities relating to user profiles, e-mail addresses, usage history, posted materials, IP addresses and traffic information.



The Site is intended only for users who are above 13 years of age and reside in New Zealand. By using the Site, you represent and warrant that you are over the age of 13 and that you reside in and are accessing the Site from within New Zealand. If you do not meet these requirements, you must not access or use the Site in any way.

### **3. CONSENT TO COLLECTION, USE AND DISCLOSURE OF YOUR PERSONAL INFORMATION**

As more fully described in our [Privacy Policy](https://www.royalwolf.co.nz/terms-and-conditions), located at <https://www.royalwolf.co.nz/terms-and-conditions> you must disclose certain personal information to use our Site, register, and make purchases or rentals. As a condition of registering with our Site or making any purchases or rentals of any products and/or services or conducting any transactions, you acknowledge and agree that you have read our Privacy Policy. Our Privacy Policy will change from time to time and we will notify you of any change, including by posting an updated version on our Site.

As part of our practices, any information collected through our Site may be stored and processed in New Zealand or any other country in which United Rentals operates.

United Rentals takes reasonable steps to safeguard and to prevent unauthorised access to your personal information.

### **4. CONSENT TO OUR COMMUNICATION WITH YOU BY E-MAIL**

By establishing an Account with us, and each time you make a purchase or rental, request a quote, or otherwise use our Site, you grant permission for United Rentals to contact you at your email address. To stop receiving our marketing emails, please use the unsubscribe link within each email or contact our Privacy Officer:

Attn: Privacy Officer  
privacy@ur.com  
United Rentals New Zealand  
2/8 Jarvis Way  
Otago  
Auckland New Zealand  
2019

Please be sure to include your full name, address, telephone number and email address so that we may reach you with a response.

### **5. TEXT MESSAGE & PHONE TERMS**

By providing your phone number, you hereby expressly consent and agree that United Rentals New Zealand, its affiliates, agents, assigns and service providers may contact you at any telephone number you provide now or in the future that is associated with your Account, in order to administer and service your Account, to collect any amounts that are owed, to offer products and services that may serve your needs, or for any other purpose with your consent. United Rentals New Zealand, its affiliates, agents, assigns and service providers may contact you using the following methods: text messages, prerecorded/artificial voice messages, and/or use of an automatic dialling system, as applicable.

You certify that you are the subscriber of all telephone numbers provided to United Rentals New Zealand. Standard rates and fees may apply from your telephone provider. If you sign up for



marketing communications, you will receive autodialed texts about promotions and special offers that we determine may be of interest to you. Consent to marketing communications is not a condition to purchase. **You may opt out of marketing texts at any time and still receive notifications about the jobsites and orders you follow. You may choose what notifications you receive at any time by logging into your account and modifying your Notification Settings. You may also revoke your consent at any time by texting STOP to the number we text you from.**

## **6. TERMS AND CONDITIONS OF RENTAL OR SERVICES**

By renting or buying any goods and/or services on our Site, you agree to be bound to the Terms and Conditions, located at <https://www.royalwolf.co.nz/terms-and-conditions> is amended from time to time (the "Terms and Conditions").

You acknowledge that the Terms and Conditions may change in whole or in part over time and agree to be bound by such version of the Terms and Conditions in use at the time of each rental, sale or service transaction. The terms and conditions of the Terms and Conditions are incorporated herein. If you have any questions, please contact us directly before completing any transaction on the Site.

## **7. METHODS OF PAYMENT, CREDIT CARD TERMS AND TAXES**

All payments must be made by VISA, MasterCard, Discover, American Express, certified check or cashier's check, or, in certain cases with prior approval, purchase order, personal check or business check. We currently do not accept cash, personal or business checks, PayPal or any other payment form. Your card issuer agreement governs your use of your designated card, and you must refer to that agreement and not these Terms of Use to determine your rights and liabilities as a cardholder. **YOU, AND NOT UNITED RENTALS, ARE RESPONSIBLE FOR PAYING ANY UNAUTHORIZED AMOUNTS BILLED TO YOUR CREDIT CARD BY A THIRD PARTY.**

You agree to pay all fees and charges incurred in connection with your purchases and rentals (including any applicable taxes) at the rates in effect and published on the Site or in the applicable quote when the charges were incurred. Subject to the applicable Terms and Conditions, if United Rentals does not receive payment from your credit card issuer or its agent, you agree to pay all amounts due upon demand by United Rentals or its agents. You are responsible for paying any governmental taxes imposed on your purchases and rentals, including, but not limited to, sales, use or value-added taxes. United Rentals shall automatically charge and withhold the applicable tax for orders to be delivered to addresses within any localities that it deems is required.

## **8. ORDER ACCEPTANCE POLICY**

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell or rent. United Rentals reserves the right at any time after receipt of your order to accept or decline your order for any reason. United Rentals further reserves the right any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item. Your order will be deemed accepted by United Rentals upon our delivery of products or services that you have ordered. We may require additional verifications or information before accepting any order.

## **9. NO RESPONSIBILITY TO SELL OR RENT MISPRICED PRODUCTS OR SERVICES**

To the extent permitted by applicable law, United Rentals shall have the right to refuse or cancel any orders placed for products and/or services listed at an incorrect price, rebate or refund, or containing any other incorrect information or typographical errors. To the extent permitted by applicable law, United Rentals 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 or rental and your order is cancelled, United Rentals shall immediately issue a credit to your credit card account in the amount of the charge.

#### **10. MODIFICATIONS TO PRICES OR BILLING TERMS**

UNITED RENTALS RESERVES THE RIGHT, AT ANY TIME, TO CHANGE ITS PRICES AND BILLING METHODS FOR PRODUCTS OR SERVICES SOLD OR RENTED BY E-MAIL NOTIFICATION TO YOU. ANY MODIFICATIONS WILL BECOME EFFECTIVE 30 DAYS AFTER YOU ARE NOTIFIED.

#### **11. SERVICE AND SUPPORT FOR GOODS SOLD OR RENTED**

All requests for technical service and support should be made directly to the manufacturer in accordance with their terms and conditions.

#### **12. INDEMNIFICATION**

By using the Site, you agree to defend, indemnify and hold harmless United Rentals, its employees, directors, officers, agents, subsidiaries and affiliates from and against any and all claims, damages and costs, including reasonable solicitors'/legal fees and related expenses, arising from or related to (i) your use of the Site or the Content; (ii) any breach or alleged breach by you of these Terms; (iii) a claim, which if true, would constitute a violation by you of your representations and warranties; (iv) a claim alleging your negligence or wilful misconduct related to the Site or Content, or the provision of any products or services to you by United Rentals; and (v) any User Content that you submit. You may not settle any claim without the prior written consent of United Rentals, which shall not be unreasonably withheld. You shall not be required to defend, hold harmless or indemnify United Rentals to the extent that United Rentals contributed to the claim, damage, cost or expense by its own wrongful acts or omissions or sole negligence.

#### **13. DISCLAIMER OF WARRANTIES**

NOTHING IN THIS CLAUSE LIMITS THE RIGHTS THAT YOU HAVE UNDER APPLICABLE LAWS, WHICH MAY INCLUDE THE FAIR TRADING ACT OR CONSUMER GUARANTEES ACT.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SITE, PRODUCTS, SERVICES, CONTENT, SOFTWARE, ARTWORK, DATA, AND INFORMATION ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND. UNITED RENTALS AND/OR ITS RESPECTIVE SUPPLIERS HEREBY EXPRESSLY DISCLAIM, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO OR REFERENCED BY THE SITE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHER PROPRIETARY RIGHTS, AND FREEDOM FROM ERRORS, VIRUSES, BUGS OR OTHER HARMFUL COMPONENTS.

#### **14. LIMITATION OF LIABILITY**

NOTHING IN THIS CLAUSE LIMITS THE RIGHTS THAT YOU HAVE UNDER APPLICABLE LAWS, WHICH MAY INCLUDE THE FAIR TRADING ACT OR CONSUMER GUARANTEES ACT.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL UNITED RENTALS OR ITS LICENSORS OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THESE TERMS OF USE OR THE USE OF OR INABILITY TO USE ANY PRODUCTS, SERVICES OR CONTENT, THE DELAY OR INABILITY TO USE THE UNITED RENTALS SITE OR RELATED SERVICES, THE





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PROVISION OF OR FAILURE TO PROVIDE PRODUCTS OR SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND CONTENT OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE UNITED RENTALS SITE WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE EVEN IF UNITED RENTALS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING ELSE IN THESE TERMS OF USE OR POSTED ON THE SITE, THE MAXIMUM LIABILITY THAT UNITED RENTALS SHALL HAVE IS LIMITED TO ANY AMOUNTS ACTUALLY PAID TO UNITED RENTALS IN CONNECTION WITH THE USE OF ANY PRODUCTS AND/OR SERVICES OFFERED ON THE SITE.

## **15. CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT**

### **3. Copyright**

United Rentals will remove or disable infringing material uploaded, posted, or submitted by any customer, vendor, or other third party who uses his or her privileges to unlawfully transmit copyrighted material without a licence, valid defence or fair use privilege to do so. Except as provided by law, United Rentals shall have the right, but not the obligation, to terminate an Account that it believes has been an instrument of unlawful infringement. In addition, United Rentals has implemented procedures for receiving written notification of claimed infringements and for processing such claims in accordance with the Copyright Act. United Rentals respects the intellectual property of others and we ask others to do the same. If you believe that your copyright has been infringed through the Site, please contact our Legal Department, via mail at:

United Rentals New Zealand  
2/8 Jarvis Way  
Otara  
Auckland New Zealand  
2019

Any written notice describing the infringing activity must include the following information:

1. An electronic or physical signature of the person authorised to act on behalf of the owner of the material that is allegedly infringed;
2. A description of the allegedly infringing work or material;
3. A description of where the allegedly infringing material is located on the Site;
4. Information reasonably sufficient to allow us to contact you, such as your address, telephone number and e-mail address;
5. A statement by you that you have a good faith belief that the disputed use of the material is not authorised by the copyright or other proprietary right owner, its agent, or the law; and
6. A statement by you that the above information and notification is accurate, and under penalty of perjury, that you are the copyright owner or authorized to act on behalf of the owner whose exclusive right is allegedly infringed.

### **4. Trade mark**

United Rentals may remove or disable User Content that is alleged to violate any person's trade mark, publicity or similar rights. Except as provided by law, United Rentals shall have the right, but not the obligation, to terminate an Account that it believes has been an instrument of unlawful infringement. In addition, United Rentals has implemented procedures for receiving written notification of claimed trade



mark infringement. United Rentals respects the intellectual property of others and we ask others to do the same. If you believe that your trade mark has been infringed through the Site, please contact our Legal Department, or mail at:

United Rentals New Zealand  
2/8 Jarvis Way  
Otara  
Auckland New Zealand  
2019

Any written notice describing the infringing activity must include the following information:

Upon receipt of the appropriate information identified above, United Rentals will investigate the complaint, during which time United Rentals, at its sole discretion and without any legal obligation to do so, may temporarily remove the challenged material from the Site, notify the posting party it will lock down the posting party's Account, if any, and/or, if the Allegedly Infringing Material is stored on a United Rentals server, temporarily remove or deny access to the Allegedly Infringing Material.

If United Rentals concludes that the complaining party has raised a legitimate infringement claim, or that it appears valid on its face, United Rentals may, at its sole discretion and without any legal obligation to do so, permanently remove the challenged material from the Site, continue to suspend the posting party's account and/or, if the Allegedly Infringing Material is solely stored on a United Rentals server, deny access to the Allegedly Infringing Material. If United Rentals concludes that the complaining party has not raised a legitimate claim or if it is not clear whether the complaining party has raised a legitimate claim, United Rentals may, at its sole discretion, restore access to the Allegedly Infringing Material.

## **5. Counter Notification Policy**

If United Rentals has forwarded to you a notice of copyright or trade mark infringement, you ("alleged Infringer") may provide a "Counter Notification" by contacting United Rentals at the above contact information, and including the following:

In all cases involving claimed copyright infringement, and where appropriate in United Rentals' sole discretion regarding claimed trade mark infringement, upon receipt of a Counter Notification as described above, United Rentals will promptly provide the complaining party with a copy of the Counter Notification, and inform the complaining party that United Rentals will replace the removed material, or cease disabling access to it, in 10 business days. United Rentals will replace the removed material and cease disabling access to it in not less than 10, nor more than 14, business days following receipt of the Counter Notification, unless United Rentals first receives notice from the complaining party that the complaining party has filed an action seeking a court order to restrain the alleged infringer from engaging in infringing activity relating to the material on the Site.

1. a copy of the certificate of registration received from IPONZ or, for foreign marks, registration with the appropriate intellectual property organisation of your country (we cannot accept state or local registrations pursuant to this policy);
2. your contact information, including full name, address, email, telephone number, and fax number; and
3. a statement identifying:





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- a. the material that you believe is infringing (the "Allegedly Infringing Material"), as well as the party posting the Allegedly Infringing Material;
- b. the trademark, service mark, trade dress, or name (the "Mark") that you believe to be infringed;
- c. the jurisdiction or geographical area in which the Mark is valid;
- d. the name, post office address and telephone number of the owner of the Mark identified above;
- e. the goods and/or services covered by or offered under the Mark;
- f. the date of first use of the Mark;
- g. the date of first use of the Mark;
- h. the goods and/or services covered by or offered under the Allegedly Infringing Material;
- i. the precise location of the Allegedly Infringing Material, including URL address; and
- j. a good faith certification, signed under penalty of perjury, stating the name of the complaining party, and the Allegedly Infringing Material infringes the rights of the complaining party, the Mark being infringed, and use of the Mark is unauthorized and not defensible.
- k. An electronic signature of the alleged Infringer.
- l. Identification of the material that has been removed, or to which access has been disabled, and the location at which the material appeared before it was removed or disabled.
- m. A statement under penalty of perjury that the alleged Infringer has a good faith belief that the material was removed or disabled as a result of mistake or misidentification.
- n. The alleged Infringer's name, address, and telephone number, and a statement that the alleged Infringer consents to the jurisdiction of the New Zealand courts

## 16. LINKS TO THIRD PARTY WEBSITES

This Site may contain links to websites maintained by third parties. All links are provided for your reference only. United Rentals does not control or operate in any respect information, products or services on such third-party sites and is not responsible for their content. These sites may be governed by different privacy policies. Please check these policies before using these sites and/or any tools provided by same. As just one example, one or more pages on the Site may allow you to use and/or interact with Google Maps and/or Google Earth. By utilising those third-party tools, you agree to be bound by the Google Maps/Google Earth Additional Terms of Service (including Google's Privacy Policy). However, in all instances, it is your obligation to check the policies related to all third-party tools, links, products, services, pages and sites. You assume sole responsibility for use of third-party links, content and/or tools.

## 17. GENERAL

No delay or failure to take action under these Terms of Use shall constitute any waiver by United Rentals of any provision of these Terms of Use. If any provision of these Terms of Use is invalid or unenforceable under applicable law, it is, to that extent, deemed enforceable to the fullest extent possible (and severable in the event such provision is completely unenforceable) and the remaining provisions of these Terms of Use will continue in full force and effect. These Terms of Use will bind and inure to the benefit of United Rentals' permitted successors and assigns. These Terms of Use are personal to you and may not be transferred, assigned or delegated to anyone. Any attempt by you to assign, transfer or delegate these Terms of Use shall be null and void. United Rentals may freely assign these Terms of Use without consent or notice. These Terms of Use (including all documents expressly incorporated herein by reference, including but not limited to the Privacy Policy and Rental Agreement) constitute the complete and exclusive agreement between United Rentals and you with respect to the subject matter hereof and supersede all prior oral or written understandings, communications or agreements not specifically incorporated herein.



## **6. Governing Law**

These Terms of Use shall be governed by and construed in accordance with the laws in force in New Zealand. Each party irrevocable and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New Zealand and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts..

## **18. UNITED ACADEMY**

If you visit or use the United Academy related aspects of the Site, including, but not necessarily limited to, <http://www.unitedacademy.ur.com> and any subpages thereof (collectively, for purposes of this Section, "United Academy Pages"), you agree to the terms of this Section in addition to the entirety of the Terms of Use.

## **7. Materials for Information Purposes Only**

All Content appearing on United Academy Pages, including, but not limited to, all training materials and other written and electronic materials provided to you in conjunction with any training programs purchased through the Site, are provided as a service to United Academy customers and are for informational purposes only. United Rentals makes no representations about the suitability of any training materials or any other Content for any purpose.

## **8. Description of Service**

On United Academy Pages, United Rentals is providing you with online training services. You are responsible for and must provide: (1) all equipment necessary for your own Internet connection, including computer and modem; (2) provide for your access to the Internet; and (3) pay any fees related to such connection.

## **9. Links to Other Sites**

United Academy Pages may contain links to other sites operated by third parties, including online training sites and sites used for course evaluations and surveys. United Rentals is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by United Rentals of the site or any association with its operators. While United Rentals will make every effort to ensure that these sites will meet your approval, United Rentals does not have control over, and is in no manner responsible or liable for, the availability and content of the sites to which United Academy Pages are linked. United Rentals is not responsible for webcasting or any other form of transmission received from any linked site. These sites also may have different terms and conditions and privacy policies than those applicable to United Academy Pages. Any concerns regarding any product or service offered by a site or sites to which United Academy Pages are linked or the link itself should be directed to the operator of that specific site and not to United Rentals.

## **10. United Rentals Owns the Contents It Provides/Copyrights and Trade marks**

Unless otherwise noted, all Content, including without limitation all training materials and written or electronic materials provided to you in conjunction with any training programs available on United Academy Pages and/or purchased through the Site, except proprietary material of third parties



contained in sites linked to the Site ("United Academy Proprietary Material"), is the exclusive property of United Rentals and its licensors. United Academy Proprietary Material is protected by applicable worldwide intellectual property rights and, except as provided by these Terms, United Rentals grants no express or implied right to use any United Academy Proprietary Material. All Content appearing on United Academy Pages or in training materials acquired or derived from United Academy Pages is protected by copyright under both United States and foreign laws. All rights reserved. All rights not expressly granted in these Terms of Use are reserved by United Rentals and/or its licensors.

#### **11. Indemnification by You**

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