



Indetech
Hairdressing
Education

Terms and Conditions

To protect and secure safe learning and use of this site users subscribing to and using this site in part or in whole accept the terms and conditions set out in this document.

Users who do not accept or agree to these terms and conditions must not use the site at any time.

Users can contact Indetechonline and Indetech Hairdressing Education by email to [admin @indetechonline.co.nz](mailto:admin@indetechonline.co.nz)

Definitions

Indetech refers to Indetechonline.co.nz, Indetech Hairdressing Education and Indetech Directors Trading as Indetech Ltd.

System Administrator refers to the developer of this site and /or employees of Indetech Ltd.

Training Provider refers to all institutions accredited to provide training to hairdressers

You refers to any person accepting the terms and conditions that may also be referred to as guest and / or user

User refers to all guests, enrolled and /or registered users of the site.

Guest refers to all persons not enrolled and or registered with the site, that visit the site.

Who these Terms and Conditions apply to

These terms and conditions govern guests and registered users who visit, access or use this website

By using this site and/or downloading any material, you agree to be bound by these terms and conditions.

This agreement applies to you and, if you are using this web site on your client`s or students or employees behalf, the terms and conditions apply to you and all of your clients students or employees

General

By using this website, guests and users accept these terms and conditions in full.

Only registered users may access, participate, use and print material, resources and activities from this site.

Users under 18 years of age must have parental or guardian consent to use this site and participate in activities. Users under 15 years of age are not permitted access to this site without written parental consent.

Users may view, download and participate in online activities and assessments for their own education requirements

Unless otherwise stated Indetech owns the intellectual property rights to material and resources contained on the website. All intellectual property rights are reserved.

Restrictions of use

The website is available for access by registered users who have purchased a subscription.

Subscription or access is not transferrable to any other party with the exception that in the event a Training provider or Salon that is a registered user is sold or changes ownership, subscription may be transferred to the new owner providing the new owner meets the criteria in these terms and conditions. The site administrator must be notified immediately of any sale or transfer.

Indetech and the site administrator reserves the right to refuse access to or transfer of subscription or purchase of subscription to any person or institution that does not adhere to the Hairdressing Industry Code of Ethics, or is not an authentic provider of hairdressing training which meets NZ Hairdressing Industry Standards, or is not employed in a hairdressing salon that meets NZ Hairdressing Industry Standards

Printing resources from the website is for the registered users' personal use only and are subject to all restrictions set out in these terms and conditions.

Users must not copy, sell, sub-lease, share, reproduce, republish and/or redistribute material and or activities contained on this website.

The user will allow Indetech Ltd agents or staff access without notice to training establishments, offices, resource storage areas, computer or device storage to check resources are used according to these terms and conditions

An additional fee of \$10,000.00 (Ten Thousand Dollars) will be charged to a user who copies, sells, sub-leases, reproduces, republishes and/or redistributes material and or activities contained on this website for each year the copied resources are used.

Users must not share their log in or password or allow non-registered users access to the website or any or the resources, material and or activities contained on this website;

Users must not show, use or share any material from the website in public demonstrations.

Where content is specifically made available for redistribution and sharing, it may only be redistributed within the website. This applies to images, videos and documents used in forums, discussions, assignments and resources.

Users must not submit, store or place material or data on this website that is unlawful, illegal, harmful, derogatory, inappropriate or explicit

Users must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

Users must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, or any other malicious computer software.

Users must not use or collect data or conduct any systematic or automated data collection activities including without limitation scraping, data mining, data extraction and data harvesting on or in relation to this website.

Users must not use this website to transmit or send unsolicited commercial communication for any purpose related to marketing.

Training Providers and their agents tutors and facilitators must not allow content to be submitted or stored on this website that is of unlawful nature or harmful to either this website or other users of this website. Training providers their agents' tutors and facilitators will be responsible for screening all submissions and content made by students affiliated to their institution.

Restriction of Access

Users must keep their password and user details secure at all times. Users are solely responsible for all submissions and activity attached to their login. In the event security is breached users must contact the system administrator immediately to change and reset secure access.

Users must not disclose to or allow an unregistered person to use their login

Tutors and training providers must keep passwords and login details secure.

Access to certain areas of this website is restricted. Indetech reserves the right to restrict access to administrative and tutor areas of this website at their discretion.

Indetech without notice may disable any or all user access if security is breached or if a threat of harm or damage is evident. This will only be if harm to another user, user data or the website resources is evident.

User Content

In the context of these terms and conditions, "User content" means material including without limitation text, images, audio material, video material and audio-visual material that Users submit to this website, for whatever purpose.

All users must submit work in accordance with copyright law. For all assignment and or assessment submissions, students are required to translate all information and research to their own interpretation and words. Submissions should be compliant with copyright legislation.

Indetech takes no responsibility for breach of copyright in any user content that is submitted or placed in or on the website.

Training providers, course facilitators and / or tutors will remove all copyright material in accordance with The Copyright Act 1994 as soon as they become aware of any infringement of the act or a copyright breach

Users should refer to NZ Copyright act 1994 at the following link for clarification of copyright, fair use, and education copyright requirements.

<http://www.legislation.govt.nz/act/public/1994/0143/latest/DLM345634.html?src=qs>

http://en.wikipedia.org/wiki/Copyright_Act_1994

Users grant to Indetech a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute user content in any existing or future media. Users also grant to Indetech the right to sub-license these rights, and the right to bring an action for infringement of these rights.

User content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against Users or Indetechonline and Indetech Hairdressing Education or a third party in each case under any applicable law.

Users must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

Indetech reserves the right to edit or remove any material submitted to this website, or stored on Indetech servers, or hosted or published upon this website that may be illegal, derogatory or infringes on any third party's legal rights.

Tutors and facilitators will take reasonable measures to ensure screening of submissions placed on this website are not illegal derogatory or infringes on any third party's legal rights.

Indetech and the system administrator takes no responsibility for facilitators, Training Providers and / or tutors who allow material to be submitted to this website that may be illegal, unlawful or infringes on any third party's legal rights.

Indetech and the system administrator do not undertake to monitor the submission of content that may be illegal derogatory in breach of copyright or the publication of such content on, this website.

No Warranties

This website is hosted by an independent web hosting company.

Indetech will back-up all data on a regular basis and will take reasonable steps to ensure potential for loss is minimised.

Indetech takes no responsibility for data lost due to negligence of a server, user or circumstances beyond Indetech and / or its agent's control.

The information on this website is for education purposes and is a culmination of research and industry experience. This website is provided "as is" without any representations or warranties, express or implied. Indetech makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, Indetech does not warrant that: this website will be available 100% of the time,

Limitations of liability

To the extent that the website is provided at a charge for subscription for use as an educational resource Indetech and any affiliates or employees will not be liable to users whether under the law or otherwise in relation to the contents of, or interpretation or use of contents or otherwise in connection with, this website, for any direct loss; any indirect, special or consequential loss; or any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data of any user or guest. These limitations of liability apply even if Indetech has been expressly advised of the potential loss

Nothing in this website disclaimer will exclude or limit any warranty implied by law that would be unlawful to exclude or limit.

If any provision of these terms and conditions is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of these terms and conditions.

Indemnity

Users hereby indemnify Indetech and its employees or agents and undertake to keep Indetech and its employees or agents indemnified against any losses, damages, costs, liabilities and expenses including without limitation legal expenses and any amounts paid by to a third party in settlement of a claim or dispute as a consequence of any lack of provision in these terms and conditions, or arising out of any claim where users have breached any provision of these terms and conditions.

Breaches of these terms and conditions

Without prejudice to Indetech and its employees or agents other rights under these terms and conditions. If users breach these terms and conditions in any way, Indetech may take such action as deemed appropriate to deal with the breach, including suspending user access to the website, prohibiting users from accessing the website, blocking computers using user IP address from accessing the website, contacting user internet service provider to request that they block user access to the website and/or bringing court proceedings against Users.

In the event a user denies Indetech Ltd, its agents or staff access to check resources are being used and stored according to these terms and conditions, that user will be deemed in breach of the terms and conditions, specifically but not limited to the terms of use copying, sale, sub-lease, sharing, reproduction, republishing and/or redistribution of material and a further fee of \$10,000-00 will be charged to the user.

Court proceedings brought against a user or training provider(s) will in no way replace as penalty the additional fee of \$10,000.00 (Ten Thousand Dollars) that will be charged to a user who copies, sells, sub-leases, reproduces, republishes and/or redistributes material and or activities contained on this website for each year the copied resources are used to the extent that Indetech Ltd is disadvantaged.

Variation

Indetech may revise these terms and conditions from time-to-time.

Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions.

Users are advised to check this page regularly to ensure they are familiar with the current version.

Entire agreement

These terms and conditions together with the Privacy Policy constitute an agreement between Users and Indetech in relation to use of this website, and supersede all previous agreements in respect of use of this website.

Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with New Zealand Law, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of New Zealand.

Indetechonline.co.nz and Indetech Hairdressing Education Ltd are trading names of Indetech Ltd, a registered New Zealand company.

Users can contact Indetechonline and Indetech Hairdressing Education by email; admin @indetechonline.co.nz

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