

# Te Ara Ture

## Portal Terms of Service

### 1. INTRODUCTION

1. Te Ara Ture (“we”, “us” or “our”) operates a national pro bono legal referral service in New Zealand. The main way we make referrals is via a software program that manages the placement of pro bono opportunities with Pro Bono Providers. The software program is an online portal developed by Justice Connect (ABN 54 206 789 276) (“Portal”). Justice Connect has granted Te Ara Ture a license to install and use a standalone version of the Portal for the purposes of providing Pro Bono Providers access to the Portal. The Portal to which these terms of service apply is accessible here: <https://nz.probonoportal.org>.

### 2. TERMS OF USE AND PRIVACY POLICY

1. These terms of use (“Terms”) govern all users (defined as “you”) that access and use the contents provided on the Portal.
2. Please read these Terms carefully before accessing or using the information and materials available on the Portal. By accessing or using the Portal, you agree to be legally bound by these Terms. If you do not accept these Terms, please do not use the Portal.
3. Access to and use of the Portal will be subject to these Terms and our Privacy Policy. By your continued use of the Portal, you acknowledge that you have read and understood the Privacy Policy. You expressly consent to us using the information you provide to us in accordance with our Privacy Policy.
4. We may from time-to-time update or modify these Terms and/or the Privacy Policy. The updated Terms and Privacy Policy will be available on the Portal. By using the Portal after a change, you expressly agree and consent to any amendments made to these Terms or the Privacy Policy.

### 3. LICENCE

1. We grant you a non-exclusive, non-transferable and non-sublicensable (except as expressly permitted under these Terms or agreed with us in writing) licence to use the Portal as permitted by these Terms.
2. Nothing in these Terms allows you to:
  1. rent, lease, lend, sell, redistribute or sublicense the Portal; or
  2. copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify or create derivative works of the Portal, any updates or any part thereof (except to the extent permitted by these Terms, applicable law or the licensing terms governing use of any open-source components included with the Portal).

### 4. PERMITTED USES OF THE PORTAL

1. The Portal can be used by registered users to:
  1. post Opportunities to Opportunity boards in the Portal;
  2. manage Connections including sending connection requests and editing Connections;
  3. directly send Opportunities to Connections;

4. manage Expressions of Interest;
5. manage workflows around the placement and management of Opportunities;
6. communicate with Pro Bono Providers about Opportunities;
7. transfer documents and information to Pro Bono Providers;
8. view and report on activity in the Portal;
9. if you have authority, manage your Legal Assistance Organisation's profile; and
10. manage your user profile(s) and user settings.

## 5. UPDATES

1. We or Justice Connect may, from time to time, update or modify the Portal or Documentation.
2. We or Justice Connect may make updates that materially affect the overall functionality of the Portal, and where this is the case, we will use reasonable efforts to provide 4 weeks' notice of that change to you.

## 6. USING THE PORTAL

1. When using the Portal, you warrant that you will ensure that the information you upload or post is complete, accurate and up to date. If you are a Legal Assistance Organisation, which includes us for the purposes of this clause, you agree that you will only post genuine Opportunities on the Portal.
2. When using the Portal you must not:
  1. circumvent, disable or otherwise interfere with any security related features of the Portal;
  2. permit another person to use the Portal on your behalf unless such person is appropriately authorised by you;
  3. use the Portal if we have suspended or banned you from using it;
  4. advocate, promote or engage in any illegal or unlawful conduct, conduct that contravenes legal professional rules and standards or conduct that causes damage or injury to any person or property;
  5. modify, interfere, intercept, disrupt or hack the Portal or engage in any conduct that inhibits any other person from using the Portal;
  6. misuse the Portal by knowingly introducing viruses, Trojans, worms, logic bombs or other materials which would harm the Portal or any user of the Portal;
  7. collect any data from the Portal other than in accordance with these Terms;
  8. use any software or technologies to scrape information or data from the Portal or collect or store personal or other information or data about any users of the Portal;
  9. submit or contribute any content that is obscene, offensive, abusive, threatening, misleading or untrue;
  10. submit or contribute any content that you do not own or have the right to use or otherwise infringe the copyright, trademark or other rights of third parties;
  11. submit or contribute any information or commentary about another person without that person's permission; or
  12. threaten, abuse or invade another's privacy or cause annoyance, inconvenience or needless anxiety or harass, upset, embarrass, alarm or annoy any other person.

3. We have the right to suspend or terminate your account if we reasonably suspect that you have breached any part of clause 6.2 above.

## 7. PRIVACY AND SECURITY

1. When using the Portal you agree to comply with all applicable Privacy Laws.
2. You must keep your username, password and any other log-in details confidential and take reasonable steps to stop unauthorised users from using them.
3. We will not access any confidential or client data entered by you in the Portal, including Opportunities or email logs, except as expressly authorised by you or as necessary when we are investigating a fault or in relation to the use of the Portal by you. We may use de-identified or aggregated data for reporting purposes.
4. We will have access to high-level data on activity volume in the Portal (for example the number of Opportunities placed with Pro Bono Providers and the number of active users).
5. If you provide or make available any personal information or sensitive information of a third party to us or a Pro Bono Provider or a Legal Assistance Organisation via the Portal, you warrant that you have obtained the necessary consents to disclose the relevant person's information for the purposes of using the Portal. For clarity, this clause applies to us as well as any other registered user.
6. You must notify us immediately if you become aware of any grounds to believe or suspect:
  1. a breach of this clause 7 has occurred; or
  2. that there has been any accidental, unlawful or unauthorised destruction, loss, alteration, access to, disclosure of or any breach of security relating to personal information, including providing reasonable details of the breach.
7. We can suspend or terminate your account if we are contacted about any breach of privacy or security in relation to you or your account.

## 8. INTELLECTUAL PROPERTY

1. Each party will retain its Intellectual Property Rights and nothing in these Terms assigns or transfers the Intellectual Property Rights of one party to another.
2. Justice Connect and/or Te Ara Ture own and reserve all right, title and interest in and to the Portal and Documentation and any text, images or other information we publish to the Portal (our content), including any Intellectual Property Rights. All rights are reserved.
3. Our Content may not be copied, modified, reproduced, adapted or reposted to other Internet sites, or otherwise transmitted or distributed, without our consent. You must not use our branding without our prior written authorisation.
4. We do not claim ownership over any text, images or other information you publish to the Portal (your content) and ownership will remain with you and any third party whose content you include in Your Content. To the extent required, you grant to Justice Connect and Te Ara Ture a worldwide, non-exclusive, royalty-free and perpetual licence to use, copy, reproduce, distribute, adapt, re-format, modify, publish, translate, licence, sub-licence and exploit Your Content anywhere in any form for the purposes of your use of the Portal (including, where applicable, allowing other users to view Your Content).

5. You must ensure that you are able to grant us the above licence for any content owned by a third party that you include in Your Content.
6. Our right to use Your Content does not in any way affect your privacy rights. Please see clause 2.3 above and our Privacy Policy for information on how we use your personal information.

## 9. DISCLAIMER

1. All information and materials on the Portal are provided “as is”, with no warranties whatsoever. We and Justice Connect expressly disclaim to the fullest extent permitted by law all express, implied, and statutory warranties, including, without limitation, warranties of merchantability, fitness for purpose, accuracy, reliability, adequacy, completeness, availability, lack of viruses, lack of malicious software or code or quiet enjoyment. We and Justice Connect disclaim any warranties regarding the accuracy and completeness of any information and materials on Portal.
  1. We and Justice Connect disclaim any responsibility for the deletion, failure to store, mis-delivery, or untimely delivery of any information or material.
  2. We and Justice Connect do not warrant or guarantee that the Portal will be in an error-free state or that delays, omissions, interruptions or inaccuracies will not occur in relation to the Portal, including that any defects or errors will be repaired or corrected and that the Portal will be available at any particular time.
  3. We make no guarantees and expressly disclaim any warranties as to the quality, completeness, timeliness or accuracy of legal advice or services provided by a Pro Bono Provider that agrees to take on an Opportunity posted by us or a Legal Assistance Organisation to the Portal.

## 10. LIMITATION OF LIABILITY

1. You agree that your use of the Portal is subject to these Terms and at your sole risk and that you are solely responsible for the implications of any of your acts or omissions in connection with communicating and working with any person by using this Portal.
2. To the extent permitted by law, you agree that neither we or Justice Connect, nor any of our affiliates, representatives, directors or employees, will be responsible or liable for any damages, economic loss or other loss whatsoever that you or a third party may suffer arising out of, or in any way related to, these Terms or your use of the Portal, including, but not limited to:
  1. any direct or indirect property damage or monetary loss;
  2. loss of profit or anticipated savings;
  3. loss of business, contracts, contacts, goodwill, reputation or any loss that may arise from interruption of the business;
  4. loss or inaccuracy of data; or
  5. any other type of loss or damage.
3. Certain legislation (including the New Zealand Consumer Law) may impose consumer guarantees or obligations upon us which cannot be excluded, restricted or modified except to a limited extent. These Terms must be read subject to these statutory provisions.
4. If any guarantee, condition, warranty or term is implied or imposed by any applicable law and cannot be excluded (“Non-Excludable Provision”), and we are able to limit your remedy for a breach of the Non-Excludable Provision, then

our liability for breach of the Non-Excludable Provision is limited exclusively (so far as the law permits) to one or more of the following at our option:

1. in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods or the payment of the cost of having the goods repaired; or
2. in the case of services, the supplying of the services again or the payment of the cost of having the services supplied again.

#### 11. BECOMING A REGISTERED USER AND CONTINUING ACCESS

1. Legal Assistance Organisations and their employees and agents can become registered users of the Portal by invitation from us. All registered users must agree to these Terms.
2. We reserve the right to decide, in our full discretion, which Legal Assistance Organisations and employees or agents can become registered users.

#### 12. TERMINATION, SUSPENSION OR TAKING DOWN CONTENT

1. Once you are a registered user of the Portal, we will continue to provide you access to your account until it is suspended or terminated. We may, in our sole discretion and without notice, temporarily or permanently suspend or terminate the rights granted to you under these Terms where it is reasonable for us to do so, and if:
  1. we suspect in our sole discretion that you are not complying with these Terms or that your conduct is inconsistent with our values;
  2. your use of the Portal could cause us, or another organisation or individual harm;
  3. we retire features for Legal Assistance Organisations or the whole product is retired; or
  4. we cease to operate or materially change our operations.
2. We will not be liable for any cost, expense or damages whatsoever arising out of suspension or termination of your use.
3. We may terminate your account at any time by providing 4 weeks' written notice.

#### 13. CONTACT AND DISPUTES

1. We are responsible for addressing any questions, comments or claims relating to the Portal and your use of it. If you have any comments, questions, complaints relating to the Portal, or would like to report a violation of these Terms, please contact: [info@tearature.co.nz](mailto:info@tearature.co.nz).
2. We will not become involved in disputes between you and another person or entity unless the dispute impacts on our legal rights or obligations.
3. You agree to use reasonable efforts to resolve any dispute you have with us before issuing proceedings based on the dispute.
4. This Portal Terms of Service is governed under the laws of New Zealand.

#### 14. PRO BONO

1. We make no guarantees that Opportunities posted on the Portal will be allocated to a Pro Bono Provider for pro bono legal services.
2. If an Opportunity that is posted is allocated to a Pro Bono Provider via the Portal and results in a client relationship, the client relationship will be governed by the

Pro Bono Provider that accepts the Opportunity. All clients should enter into a separate agreement with the Pro Bono Provider that agrees to provide pro bono legal services, which sets out the terms on which the pro bono legal services will be provided.

3. We will not have access to or review any Opportunities that a Legal Assistance Organisation posts directly to the Portal and will not review any advice or information provided by a Pro Bono Provider that agrees to take on any Opportunity that is posted to the Portal.

## 15. DEFINITIONS

1. In this document, unless the context requires otherwise:
  1. **Connection** means a Pro Bono Provider that has accepted a connection request sent by a Legal Assistance Organisation or Te Ara Ture, or where a Pro Bono Provider sends a connection request and it is accepted by the Legal Assistance Organisation or by Te Ara Ture.
  2. **Documentation** means all documentation reasonably necessary to effectively use the Portal, including any amendments or updates to such documentation provided by us.
  3. **Expression of Interest** means an expression of interest submitted by a Pro Bono Provider in relation to an Opportunity.
  4. **Intellectual Property Rights** means all industrial and intellectual property rights of any kind whether registered or not, including copyright, patents, trademarks, design, moral rights and other proprietary rights.
  5. **Legal Assistance Organisation** means a legal services organisation that refers matters to Te Ara Ture or posts matters directly on the Portal, including community law centres and other organisations that provide free legal services.
  6. **Opportunity** means a request for legal assistance posted on the Portal by a Legal Assistance Organisation or Te Ara Ture. For clarity, this includes, without limitation, requests to provide legal assistance to a client by providing advice or representation, and non-client-based requests such as requests for assistance regarding law reform advocacy and legal resource review.
  7. **Portal** means the pro bono portal as defined in clause 1.1 of these Terms and includes any subsequent releases, updates or patches to the Portal.
  8. **Privacy Laws** means any legislation to the extent that you or us or the Portal is subject to it, whether New Zealand or otherwise, which affects privacy or personal information (including the collection, storage, use or processing of such information) including the Privacy Act 2020, the General Data Protection Regulation (EU) 2016/679 and any codes of conduct, recommendations, directives or orders made or issued under such legislation.
  9. **Privacy Policy** means Te Ara Ture's privacy policy available at <https://www.tearature.co.nz/privacy-policy>.
  10. **Pro Bono Provider** means person or organisation offering pro bono legal services that is a registered user of the Portal.
  11. **Te Ara Ture** means the legal matter referral service program operated under Community Law Centres o Aotearoa Incorporated through a contract with the Ministry of Justice. Te Ara Ture is not a separate legal entity to Community Law Centres o Aotearoa Incorporated.

