

CoreLogic Renovation Calculator

Terms of Use

Terms and Conditions

1. Please read these Terms carefully. These Terms govern your access to the use of the CoreLogic Renovation Calculator and the Renovation Estimate.
2. By using the CoreLogic Renovation Calculator you agree to be bound by these Terms. This agreement takes effect from the point you first access the CoreLogic Renovation Calculator. If you do not accept any of these Terms, then you must cease using the CoreLogic Renovation Calculator.
3. You may not transfer any of your rights or obligations under these Terms to any person.
4. The validity, interpretation and enforcement of these Terms shall be governed by the laws of New Zealand.

Definitions

In these Terms, unless the context otherwise requires:

Approved Marketing means direct marketing to you using your Personal Information.

CoreLogic means CoreLogic NZ Limited.

Customer Materials means any data, information, content, photographs, metadata and/or other materials you make available to us (or otherwise obtained by us from you (such as from your use of the Website) or that we possess of yours) directly or indirectly, from time to time.

Renovation Calculator means the CoreLogic Renovation Calculator made available through the Website, and which generates the Renovation Estimate.

Renovation Estimate means a statistically derived estimate of the renovation cost of certain specified improvements on a subject residential property which is generated without the physical inspection of the subject residential property by a computed driven mathematical model which uses data input by end users and available construction data.

Terms means these CoreLogic Renovation Calculator Terms of Use.

Third Party Information means any data, information, reports and other documentation or materials sourced from a Third Party Supplier.

Third Party Supplier means any third party supplier who directly or indirectly supplies us with data or information, where such data or information is then contained within or provided with or through the Website.

we or **our** or similar derivatives, means CoreLogic NZ Limited.

Website means the website through which the Renovation Calculator is available.

Website Provider means the legal entity which hosts the Renovation Calculator on its Website.

Use of the CoreLogic Renovation Calculator

5. We will use commercially reasonable efforts to ensure that the CoreLogic Renovation Calculator is accessible in accordance with these Terms. You will only use the CoreLogic Renovation Calculator and the Renovation Estimate for your own personal use (and not for any commercial gain or benefit).
6. The Renovation Estimate is an estimate of the cost to renovate certain improvements and is generated by a CoreLogic Renovation Calculator which uses your answers to the calculator questions together with certain construction data to statistically derive a renovation estimate through a series of computer implemented algorithms.

7. You acknowledge and agree that when using the CoreLogic Renovation Calculator:
- (a) your use of the CoreLogic Renovation Calculator and the Renovation Estimate may not be appropriate for you and you will need to assess the suitability of this Estimate given your knowledge of your property; and
 - (b) The following Disclaimer applies to your use of the CoreLogic Renovation Calculator:

CoreLogic Disclaimer

The Renovation Estimate generated by the CoreLogic Renovation Calculator is an estimate of the cost to renovate certain improvements and is generated by the Renovation Calculator which uses your answers to the calculator questions together with certain construction data to statistically derive a renovation estimate through a series of computer implemented algorithms.

The Renovation Estimate does not take into account individual design features, site specific conditions, structural conditions and materials, local planning laws or any other regulations. Renovation Estimates include an allowance for builder's margins and GST.

The Renovation Estimate is an indicative guide only and is provided for personal general information purposes only and must not be relied upon as an accurate representation of the costs associated with renovating your property.

While CoreLogic uses commercially reasonable efforts to ensure the Renovation Estimate is current, CoreLogic does not warrant the accuracy, currency or completeness of the Renovation Estimate and to the full extent permitted by law excludes all loss or damage howsoever arising (including through negligence) in connection with the Renovation Estimate.

- (c) That there are a number of qualifications that apply to the Renovation Estimate, which are set out in the CoreLogic Renovation Calculator Terms of Use.
- (d) The Renovation Estimate is not intended to replace a professional valuation through a person appropriately qualified to undertake a valuation of improvement replacement costs (such as a valuer or quantity surveyor).
- (e) Where any default information is provided in the CoreLogic Renovation Calculator, it is your responsibility to check that the default information is accurate and correct. If you do not amend it, we will assume that you have diligently checked the default information and agree that it is accurate and correct.
- (f) No physical inspection or reference to building features beyond what you describe to us (or have accepted as pre-populated) have been used in generating the Renovation Estimate. Except where expressly identified, no local laws (including local planning requirements) have been taken into account in generating the Estimate.
- (g) Construction costs vary regularly from time to time and by region – construction industry data used in the Renovation Calculator is updated regularly (as it becomes available) but may not always be up to date where construction costs are volatile, and likewise the Renovation Estimate may become out of date in a relatively short period of time. Also, for certain regions, there may be less construction data available or a lower quality of information, and this may adversely affect the Renovation Estimate.
- (h) Any descriptions about the information requested for the CoreLogic Renovation Calculator are simply included to assist you in completing the required information.
- (i) We do not accept any responsibility for the answers you provide or the Third Party Information that the CoreLogic Renovation Calculator receives, and as such, we will not be liable for the accuracy of, your reliance of or use of the CoreLogic Renovation Calculator.

Copyright and other restrictions

8. The contents of the CoreLogic Renovation Calculator and the Renovation Estimate are protected by copyright and other intellectual property rights, and no part of the CoreLogic Renovation Calculator or Renovation Estimate may be reproduced or adapted in whole or in part without our written consent. You will not assert any ownership or other rights in respect of any of the CoreLogic Renovation Calculator, the Renovation Estimate.
9. The CoreLogic Renovation Calculator and Renovation Estimate are made available for your own lawful internal use within New Zealand and you agree not to further disseminate or publish the content of the CoreLogic Renovation Calculator or Renovation Estimate without our prior written consent
10. In accessing the CoreLogic Renovation Calculator you will not (and will not allow or encourage any other person to):
 - (a) decompile, disassemble or otherwise reverse engineer all or any portion of the CoreLogic Renovation Calculator or Renovation Estimate, including any source code, object code, algorithms, methods or techniques used or embodied therein;
 - (b) data mine, scrape, crawl, create links back to, harvest or use any process or processes that send automated queries to the CoreLogic Renovation Calculator;
 - (c) modify or create any derivative works based on the CoreLogic Renovation Calculator or make copies of the CoreLogic Renovation Calculator;
 - (d) remove or alter any copyright, trademark, logo or other proprietary notice or label appearing on or in the Website; or
 - (e) incorporate the CoreLogic Renovation Calculator into any other materials, products or services.

Customer Materials

11. You grant us and each of our partners, affiliates, parent companies, related entities, successors, and assigns a worldwide, royalty-free, perpetual, irrevocable, assignable, non-exclusive right and licence to use, convert, reproduce, reformat, store, back-up, distribute, sell, transmit, perform, display (publicly or otherwise), adapt, make derivative works of and otherwise commercialise and exploit (with no obligation to account for profits) any Customer Materials either directly or in combination with other information or parties. You acknowledge that this clause 11 is also for the benefit of our Third Party Supplier and may be enforced by it.
12. You must not provide Customer Materials that you know:
 - (a) you are not authorised to provide;
 - (b) are incorrect; or
 - (c) have been obtained in breach of any law or obligation of confidentiality.

Limited warranties

13. Nothing in these Terms is intended to have the effect of limiting or reducing your rights against us under the Consumer Guarantees Act 1993 (**CGA**). As a consumer, you are entitled to certain guarantees under the CGA. If we breach any of these guarantees, your rights of redress are set out in the CGA.
14. We (and our Third Party Suppliers) expressly disclaim all warranties that:
 - (a) access to the CoreLogic Renovation Calculator will always be immediate or uninterrupted;
 - (b) the CoreLogic Renovation Calculator or any material accessed through the CoreLogic Renovation Calculator will be free from infection, viruses or destructive code and shall not be liable to you on any basis for any damage or loss suffered by you as a result of the CoreLogic Renovation Calculator or Renovation Estimate, or any material accessed through the CoreLogic Renovation Calculator infecting or damaging your mobile device, computer equipment, software or any other electronic device;

- (c) the CoreLogic Renovation Calculator or Renovation Estimate will meet your requirements;
 - (d) the CoreLogic Renovation Calculator or Renovation Estimate will be error-free or that errors or defects in the CoreLogic Renovation Calculator will be corrected, however we will, where practically possible, endeavour to correct errors within a reasonable time;
 - (e) any Renovation Estimate will be accurate, reliable or secure;
 - (f) the statistical methods on which the CoreLogic Renovation Calculator and Renovation are based use appropriate or accurate assumptions, are fit for your particular purpose or are otherwise suitable for your use; and
 - (g) the performance of the CoreLogic Renovation Calculator will not be affected by data entry errors, including incorrect entries, double entries or delayed entries, or incorrect or untimely data supplied by Third Party Suppliers.
15. You acknowledge and agree that to the extent that the CoreLogic Renovation Calculator utilises any Third Party Information, we provide no warranties, representations or guarantees in respect of such Third Party Information (including any warranty or guarantee that the Third Party Information will be complete, accurate, free of errors, omissions and defects, up to date, not misleading or fit for purpose), except to the extent that any such warranty or guarantee implied by law cannot be excluded.

Liability and your indemnity

16. If the Renovation Estimate does not comply with the relevant requirements in these Terms, we will (within a reasonable time period) re-supply the Renovation Estimate to you and this shall be your sole remedy in respect of any defect in the Renovation Estimate, your use of the CoreLogic Renovation Calculator or any breach of these Terms by us, or our negligence (or that of our Third Party Suppliers), except to the extent we are unable to exclude its liability by law (in which case, our liability will be limited to \$1.00).
17. Except where you breach clauses 8, 9 or 10 of these Terms, in no other circumstances will any party (including when it comes to us, our Third Party Suppliers) be liable for:
- (a) any special, consequential, indirect, incidental, punitive or exemplary damages of any kind; or
 - (b) damages for any loss of profits or revenue, loss resulting from interruption of business or loss of use or data, arising out of or relating to the CoreLogic Renovation Calculator or the Renovation estimate, however caused, even if we or our Third Party Suppliers (as applicable) had been advised of or should have known of the possibility of such loss.
18. You agree to reimburse us for any loss, liability, cost, fee or damage that we (and/or our Third Party Suppliers) and each of their related entities or partners (or any of their employees, directors or officers) incur as a direct result of:
- (a) your failure to comply with these Terms or any law;
 - (b) your negligence; or
 - (c) any content you submit through the CoreLogic Renovation Calculator .

Suspension and termination

19. We may terminate (as applicable) your right to access or use the CoreLogic Renovation Calculator at any time if you breach any material term or condition in these Terms or if you abuse the CoreLogic Renovation Calculator, the CoreLogic Renovation Calculator or the Renovation Estimate. Examples include:
- (a) any unlawful or unauthorised use of our (or our Third Party Suppliers') intellectual property; or
 - (b) in the case of any intellectual property infringement claim from a third party around your Customer Materials.

20. In the event of termination under clause 20 above, despite such termination, all copyright, data privacy and use of information obligations will remain in effect after termination in respect of all information, copies and compilations retained by you.

Privacy and Personal Information

21. The Privacy Act 1993 limits the use of personal information from public registers. You are responsible for ensuring information is used within the requirements of that Act.
22. You acknowledge that both CoreLogic and the Website Provider will have access to the Personal Information you supply through the Website. In connection with:
 - (a) CoreLogic's access to and use of your Personal Information, CoreLogic will not disclose such information to any third party unless authorised by you (pursuant to these Terms or otherwise) or your representative(s) or where compelled to do so by law. We confirm that we will act in accordance with the Privacy Act 1993.
 - (b) The Website Provider's access to and use of your Personal Information will be governed by the privacy policy contained on the relevant Website, except that, you also acknowledge and agree that the Website Provider may use your Personal Information for Approved Marketing.
23. You confirm to CoreLogic that:
 - (a) your Personal Information is accurate and complete; and
 - (b) that any use of your Personal information by CoreLogic and/or the Real Estate Company will not breach the Privacy Act 1993.

Consent to commercial electronic messages

24. By accepting these Terms, you consent to receive commercial electronic messages from the relevant Website Provider as part of any Approved Marketing.
25. You may unsubscribe at any time to receiving such messages by following the unsubscribe process specified in any such electronic message that you receive.

Version 1 of these CoreLogic Renovation Calculator Terms of Use are current as and from 1 May 2019.

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