
POAL LMS TERMS OF USE

Thank you for your participation in Ports of Auckland (“POAL”) online learning platform (the “Platform”). As a contractor or supplier to POAL, you are required to use, access and interact with POAL’s learning management system (“LMS”), which includes all content, information, and functionality available through the POAL website domain names, mobile applications, and any other media, telephony, software, devices or networks now in existence or developed later in connection with the programs (“Programs”) or other functionality displayed or available to you through the LMS platform.

By using, accessing and interacting with the LMS, you agree to be bound by the following LMS terms of use (“Terms of Use”) and understand that POAL will store your personal information in a secure manner and will not use your personal information for any purpose other than the purpose for which it was collected unless authorised by you. Furthermore, you must not impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age, or your affiliation with any person or entity. If you do not agree to these Terms of Use and the Privacy statement, do not use the LMS.

Ports of Auckland Limited. (“POAL”) reserves the right to modify or revise these Terms of Use, in its sole discretion, at any time. Your continued usage of the LMS will mean you accept those changes, and you will comply with all applicable laws and regulations. The materials provided on this LMS are protected by law, including, but not limited to, copyright laws and international treaties.

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Eligibility

You must be 18 years of age or older to visit or use the LMS in any manner. By visiting the LMS or accepting these Terms of Use, you warrant and represent that you are either 18 years of age or older, an emancipated minor, or possess legal parental and/or guardian consent, and are capable of entering into the terms, conditions, obligations, affirmations, representations and warranties set forth in the terms of use and in the Privacy Policy.

Learning Management System (LMS) Services

POAL provides the LMS as a service to contractors and suppliers in order to facilitate the dissemination of learning and informational material. You are required to use the LMS to access POAL training courses, safety information and learning materials, as a condition to access and/or use POAL facilities. You agree that POAL may record, archive and make available recordings of live class sessions through the LMS (the "Recordings") for your reference. The Recordings may be made available to other users who access the LMS who have a need to view the Recordings as part of their learning program.

In addition, by using the LMS, you acknowledge and agree that POAL may communicate with you and send you administrative messages and service announcements regarding your participation in LMS Programs ("Program Communications"). You are not permitted to opt out of receiving the Program Communications while enrolled on the LMS Platform.

Account Information Obligations

You are responsible for submitting, maintaining and updating information you submit through your account (such as your user name and password) ("Your Account Information") to ensure that all information is and remains accurate, current, and complete. You are solely responsible for all activity associated with your account information, including your online conduct and use of the LMS and the consequences of any such use. As such, you should maintain the confidentiality of your account login and password.

If Your Account Information is not accurate, current, or complete, or if POAL has reason to believe that Your Account Information is not accurate, current, or complete or that the LMS is being accessed by Your Account Information in violation of these Terms of Use, POAL has the right to suspend or terminate your account and prohibit you from any and all future use. Should you become aware of any unauthorized use of your account information, you should notify POAL immediately by sending an email to privacyofficer@poal.co.nz with the words "Unauthorized Access" in the subject line of the email.

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Your Content

You agree that you alone are responsible for any and all text, graphics, videos, images, music, sounds, and any other content that you publish, upload, display, or transmit on or through the LMS (collectively "Your Content"), including any information that you submit in connection with your participation in a Program. The term "Your Content" does not include any Recordings, as defined in these Terms of Use. You further agree that Your Content is true and accurate and that Your Content will not contain any information that you did not create or that you do not have permission to publish, upload, display, or transmit on the LMS. You are responsible for creating back-up copies of any of Your Content that you post on the LMS or otherwise provide to POAL, and any necessary replacement thereof.

You agree that POAL may review any of Your Content posted on the LMS and delete or remove any of Your Content for any reason, including where POAL reasonably determines that Your Content violates these Terms of Use or is offensive or illegal, or may violate the rights of, harm, or threaten the safety of others.

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By publishing, uploading, displaying or transmitting Your Content to the LMS, you understand and agree that other users of your LMS community may access, view, store and reproduce any of Your Content posted by you on the LMS to the extent permitted herein, subject to any applicable restrictions.

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POAL provides the LMS to you for your personal, educational, and non-commercial use only. You agree that Your Content does not include any libelous, defamatory, or otherwise unlawful material, or violate or infringe upon the rights of any third party, including but not limited to any and all copyright, trademark, privacy, publicity, or other personal or proprietary rights.

Additionally, you represent and warrant that you will not visit or use the LMS to:

- publish, upload, display, transmit, or otherwise make available:

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 - any of Your Content that would constitute, encourage, or provide instructions for a criminal offense or violate the rights of any party, or that would otherwise create liability or violate any local, state, national, or international law;
 - any unsolicited or unauthorized advertising, solicitations, promotional materials, or any other form of solicitation;
 - any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; or
 - any of Your Content that POAL may reasonably deem to be objectionable, that restricts or inhibits any other person from using or enjoying the LMS, or that may expose POAL or LMS users to any harm or liability of any type
- engage in any unlawful conduct or act in any other manner that could damage, disable, overburden, or impair the LMS;
 - obtain email addresses or other contact information of any individual from the LMS for the purposes of sending unsolicited emails or other unsolicited communications for commercial purposes or unrelated to your participation on the Platform;
 - intimidate or harass any individual;
 - use automated scripts to collect information from or otherwise interact with the LMS;
 - impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age, or your affiliation with any person or entity; or
 - use or attempt to use another's account, service, or system without authorization from POAL, or create a false identity on the LMS.

You are solely responsible for your interactions with any other individuals who visit or use the LMS and resolving any disputes that might arise due to your interactions. Notwithstanding the foregoing, POAL reserves the right to monitor disputes between you and any other individual who visits or uses the LMS and to take any action that they, in their sole discretion, deem necessary up to and including termination of an individual's access to and use of the LMS.

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- A statement, under penalty of perjury, that the information in the notification is accurate, and that the individual submitting the notice is authorized to act on behalf of the owner of the copyright that has been allegedly infringed.

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You agree that POAL may, in its sole discretion and at any time, modify, discontinue, or suspend its operation of the LMS, any part thereof or any LMS Materials, temporarily or permanently, without notice or liability to you.

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You acknowledge and agree that any and all disputes, claims, and causes of action arising out of, or in connection with, in whole or in part, your use of the LMS shall be resolved exclusively by a court of competent jurisdiction located in New Zealand. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Terms of Use, your rights and

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