

# PRIVACY AND INFORMATION POLICY

smart**biz**  
online

by  
SMARTTRADE LIMITED

### This Privacy and Information Policy (“this Policy”) covers:

1. How we may collect and use personal information in accordance with the Privacy Act 1993 (New Zealand), specifically the Information Principles in Part 2.
2. How we safeguard your Business Information.

Users of our Products should read this Policy together with any applicable User Agreements.

#### Version and updates

4. This is Version 2020/11 effective 1 November 2020.
5. We will from time to time update this Policy and encourage you to periodically visit this website to keep up to date.

#### Definitions and Interpretation

6. In this Policy:
  - ✓ **we, us, our** means SmartTrade Ltd, of New Zealand
  - ✓ **you** means the person, company or other entity who uses one of more of our Products.
  - ✓ **Advisors** means our professional advisors and consultants.
  - ✓ **Business Information** excludes Public Information but includes without other limitation:
    1. All data that you enter into our Products.
    2. All data that you enter into any of our Products or that any of our Products created for you.
    3. Other information that you provide to us such as your marketing and sales data, your finances, your accounts and your strategies and business plans.
  - ✓ **Your Information** includes both Business Information and Personal Information.
  - ✓ **Personal Information** means information about an identifiable individual, as defined in the Privacy Act 1993 (New Zealand), but excludes Public Information.
  - ✓ **Products** include **smartbiz online, sbomobile** and associated Products:
    1. Our websites [www.smartbizonline.com](http://www.smartbizonline.com) and [www.testingsbo.com](http://www.testingsbo.com).
    2. Communication services such as e-messaging, chats and web conferences.
    3. Information and opinion sharing services such as blogs, forums and communities.
    4. Tools such as calculators, calendars and task lists.
    5. Newsletters, news groups, surveys and competitions.
    6. Transactional services such as electronic data interchange.
    7. Links to other websites and social media pages.
  - ✓ **Public Information** mean information that is already published or generally available to the public other than a direct or indirect result of a breach of this Policy; or is independently developed by us or any Advisor or Related Company or Reseller without reference to your Business Information.
  - ✓ **Related Company** has the meaning set out in Section 2(3) of the Companies Act 1993 (New Zealand).
  - ✓ **Reseller** means a person, company or entity who supplies Products to you with our authority.

### Collection and use of Your Information

7. We may collect:
  - a) Personal Information, such as your e-mail address, name, work address and telephone numbers.
  - b) Information about your computer hardware and software, such as your IP address, browser type, domain names, access times and referring website addresses.
  - c) Anonymous demographic information that is not unique to you.
8. We may use your Personal Information that we collect to:
  - a) Provide the Products that you request.
  - b) Perform statistical analysis, send you email or postal mail or provide customer support.
  - c) Inform you of other Products available from SmartTrade provided any such communication complies with the Unsolicited Electronic Messages Act 2007 (NZ).
9. We:
  - a) Will not without your consent disclose any of Your Information (including not providing customer lists), other than to our officers, employees, contractors, Advisors, Related Companies or Resellers, unless necessary to:
    - I. Conform to the edicts of the law or comply with any legal process served on us or on one of our websites.
    - II. Protect and defend our rights or property.
    - III. Protect the personal safety of users of our Products or the public.
  - b) If we required to disclose any of Your Information in compliance with any law or court order, will do so only to the extent necessary to comply with such order.
  - c) Will promptly inform you if we become aware of any inappropriate disclosure of any of Your Information.
  - d) In the event of disclosure of any of Your Information to any of our contractors, Advisors or Related Companies or Resellers, ensure that such persons are made fully aware of our obligations and obtain an acknowledgement that each such person agrees to be bound by this Policy.
  - e) Will ensure that Personal Information (such as a credit card number) transmitted over the internet from any of our Products is protected through the use of encryption, such as the Secure Socket Layer and/or Transport Layer Security protocols.

### Accessing or correcting your Personal Information

10. To access or correct Personal Information that we have collected, send a message by email to [privacyofficer@smartrade.biz](mailto:privacyofficer@smartrade.biz).

### Ownership, storage and security of your Business Information

11. All your Business Information is your property.
12. If we store your Business Information, we will:
  - a) Secure it from unauthorized access, use or disclosure, on computer servers in a controlled, secure environment, protected from unauthorized access, use or disclosure.
  - b) Back it up:
    - I. At least daily on-site.
    - II. At least weekly off-site.
13. If we connect a web service provider to store your Business Information, we will use reasonable efforts to ensure that the web service provider complies with the applicable Terms of Service or Service Level Agreement including adequate security and backup.
14. We are not responsible for ensuring that the storage of your Business Information complies with any taxation or other regulatory requirements.

### Access to your Business Information following cancellation or termination

15. If you cease to use the Products, we will offer you a limited subscription.
16. If you elect not to procure a limited subscription, we may delete your Business Information 2 months after you cancel your subscription.

### Use of our Products

17. You will not use any of our Products:
  - a) For any purpose that is unlawful or prohibited by this Policy.
  - b) In any manner that could damage, disable, overburden, or impair any of our Products or interfere with any other party's use and enjoyment of any of our Products.
  - c) To obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for.
  - d) To harvest or otherwise collect information about others, including e-mail addresses.
  - e) To upload files or other information that contain:
    - I. Material protected by intellectual property laws (or by rights of privacy) unless you own or control the rights there to or have received all necessary consents.
    - II. Viruses, corrupted files, or other material that may damage the operation of any of our Products or another's computer.
  - f) To advertise or offer to sell or buy any goods or services for any business purpose, unless our Product specifically allows such messages.
  - g) To conduct or forward surveys, contests, pyramid schemes or chain letters.
  - h) In violation of any applicable laws or regulations.
  - i) To defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy) of others.

- j) To falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of content.
- 18. If you follow a hypertext link to another website, this is your own responsibility and you should refer to the conditions of use of each of those websites.
- 19. You may create hypertext links to our websites or to our social media pages. If you do this, you acknowledge and agree that:
  - a) You are responsible for all direct or indirect consequences of the hypertext link.
  - b) We are not responsible for any loss, damage, liability, costs or expense you may incur for creating or maintaining any hypertext link
- 20. We have no obligation to monitor the Products, but reserve the right at our sole discretion to:
  - a) Review content posted to a Product and to edit, refuse to post, or remove any content, in whole or in part.
  - b) Terminate your access to any or all of our Products at any time without notice for any reason whatsoever.
- 21. If we provide you with a log-in user name and password to any of our Products then you must keep this information confidential.
- 22. Our websites use “cookies”, text files placed on your storage device by a web page server. The main purpose of cookies is to save you time, for example, to recall your specific information on subsequent visits that website. If you decline to accept cookies, you may not be able to use all the features of our websites.

### Disclaimers and other legal stuff

- 23. Advice received via our Products should not be relied upon for personal, business or financial decisions and you should consult appropriately qualified professionals.
- 24. We make no representations or warranties, implied or otherwise, about the suitability, reliability, availability, timeliness, and accuracy of the information in our Products.
- 25. In no event shall we be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of our Products, even if we have been advised of the possibility of loss.
- 26. If you are dissatisfied with any portion of any of our Products, or with any aspect of this Policy, your sole remedy is to discontinue using our Products.
- 27. The obligations under this Policy shall not merge into or be extinguished by any subsequent agreement between you and us.
- 28. All contents of our Products are: *Copyright 2020 SmartTrade Limited. All rights reserved.*
- 29. Notices of claims of copyright infringement must be lodged in accordance with the provisions of the Copyright Act 1994 (New Zealand).
- 30. The names of actual companies and products mentioned in our Products may be the trademarks of their respective owners.
- 31. If any provision of this Policy becomes invalid and unenforceable for any reason the remaining provisions shall remain valid and enforceable.

## Policy and Information Policy



32. This Policy is governed by the laws of New Zealand and you hereby consent to the exclusive jurisdiction and venue of courts in New Zealand in all disputes arising out of this Policy.
33. Use of our Products is unauthorized in any jurisdiction that does not give effect to all provisions of this Policy, including without limitation this paragraph.
34. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Policy or use of our Products.

### Notices

35. Notices given by you to us in connection with Personal Information shall be by email to [privacyofficer@smartrade.biz](mailto:privacyofficer@smartrade.biz).
36. Notices given in connection with your Business Information shall be by the means specified in the applicable user agreement.