

WEBSITE TERMS AND PRIVACY POLICY

TERMS OF SERVICE

1. Terms

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- 3. While the information contained within the site is periodically updated, no guarantee is given that the information provided on this website is correct, complete, and/or upto-date. The materials contained on this website are provided for general information purposes and do not constitute legal or other professional advice on any subject matter.

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In no event shall Accelerate 4 Sixty 3 Limited or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on Accelerate 4 Sixty 3 Limited's website, even if Accelerate 4 Sixty 3 Limited or a Accelerate 4 Sixty 3 Limited authorised representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

5. Accuracy of materials

The materials appearing on Accelerate 4 Sixty 3 Limited's website could include technical, typographical, or photographic errors. Accelerate 4 Sixty 3 Limited does not warrant that any of the materials on its website are accurate, complete or current. Accelerate 4 Sixty 3 Limited may make changes to the materials contained on its website at any time without notice. However Accelerate 4 Sixty 3 Limited does not make any commitment to update the materials.

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Accelerate 4 Sixty 3 Limited has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Accelerate 4 Sixty 3 Limited of the site. Use of any such linked website is at the user's own risk.

7. Modifications

Accelerate 4 Sixty 3 Limited may revise these terms of service for its website at any time without notice. By using this website you are agreeing to be bound by the then current version of these terms of service.

8. Governing Law

These terms and conditions are governed by and construed in accordance with the laws of New Zealand and you irrevocably submit to the exclusive jurisdiction of the courts in that State or location.

PRIVACY POLICY

This privacy policy explains how Accelerate 4 Sixty 3 Limited may collect, store, use, and disclose any personal information that you provide when using the website. Your continued use of the website provides your unconditional consent to me collecting, storing, using, and disclosing your personal information in the manner set out below. This privacy policy is subject to, and must be read in conjunction with, Accelerate 4 Sixty 3 Limited's website terms of use.

Collection

I may collect your personal information (including, without limitation, your name, email address, phone number, and postal address) when you use my website. You may decide not to provide your personal information. However, if you do not provide it, I may not be able to provide you with access to certain information or services.

Automated collection

When you visit my website, I may use automated technology (such as usage monitoring software, cookies, and sessions) to collect and store certain information about your visit. Please see the Cookies for more information.

Cookies

A Cookie is a small portion of data sent from a website and sorted in a user's web browser while a user is browsing a website. When the user browses the same website in the future the cookie data can be retrieved by the website to notify the website of the user's previous activity.

Your web browser can be set to notify you when cookies are used or to refuse cookies. You can access these settings in your web browser. If you do choose to adjust your browser to not accept cookies you may experience some loss in functionality on my website.

For more information on how to adjust your web browser settings for cookies see <u>www.aboutcookies.org</u>. For a guide to online behavioural advertising and online privacy see <u>www.youronlinechoices.com</u>.

Please note that accepting a cookies does not give me access to your computer or personal information stored on your hard drive under any circumstances.

I am not responsible for the use of cookies by third party service providers. When using third party services from this website, I encourage you to review each website's privacy

statements and cookie policies to understand how personal information and cookies are used and dealt with by those third parties.

Use and disclosure

I will not use or disclose your personal information except in accordance with the New Zealand Privacy Act 1993 or as required by law. I may use your personal information to:

- a. communicate with you;
- b. analyse usage of this website;
- c. provide you with further information, news, and promotional material; and
- d. improve the content of this website and to customise this website to your preferences.

I will not sell, rent, or lease your personal information to third parties. Your personal information will be made available internally for the above purposes and I will not disclose your personal information to third parties unless you have given me prior approval. By providing me with your personal information, you consent to using and disclosing your personal information in the manner set out above.

I will only use or disclose personal information that you have provided to me, or which I have obtained about you:

- a. for the above-mentioned purposes;
- b. if you have authorised me to do so;
- c. if I have given you notification of the intended use or disclosure and you have not objected to that use or disclosure;
- d. if I believe that the use or disclosure is reasonably necessary to assist a law enforcement agency or an agency responsible for national security in the performance of their functions;
- e. if I believe that the use or disclosure is reasonably necessary to enforce any legal rights I may have, or is reasonably necessary to protect the rights, property and safety of me, my clients or others; or
- f. if I am authorised, required or permitted by law to disclose the information.

Storage and security

Personal information collected on the Website is collected and held by Accelerate 4 Sixty 3 Limited. I will take reasonable efforts to protect personal information that is held from loss, misuse, unauthorised access, disclosure, alteration, or destruction.

Third party websites

This website may contain hyperlinks to third party websites. I am not responsible for the content of such websites, or for the manner in which those websites collect, hold, use, and distribute any personal information you provide. When visiting a third party website from hyperlinks displayed on this website, I encourage you to review the privacy statements of those websites so that you can understand how the personal information you provide will be will collected, held, used and distributed.

Right to access and correct

You may request access to, or correction of, any personal information we hold about you by contacting michelle@accelerate4sixty3.co.nz.

To ensure that the personal information I hold about you is accurate and current, please notify me of any changes to your personal information as soon as possible.

Changes to our Privacy Policy

I reserve the right, at my discretion, to update or revise this privacy policy at any time. Changes to this privacy policy will take effect immediately once published on this website. Please check this privacy policy regularly for modifications and updates. If you continue to use this website or if you provide any personal information after I post changes to this privacy policy, this will indicate your acceptance of any such changes.