

## **Website Terms of Use**

# **BeSafe Training Limited**

**Policy owner:** BeSafe Training Limited

**Policy approved by:** the Director

**Policy reviewed and approved:** 01/10/2021

**Next review due:** 01/10/2022

## Website Terms of Use

By using the BeSafe Training Limited (BST) website, You are deemed to accept and agree to be bound by these Terms of Use and are bound by them. The BSL Website Terms of Use, is to be read in conjunction with the BSL Privacy Policy, which is available to be accessed through another area of this website.

Additional terms may apply to specific goods or services or online tools or functions provided through or on the website. Where We indicate on the website that additional terms apply, You must read the Terms of Use in conjunction with those additional terms. If there is any inconsistency between these Terms of Use and those additional terms, the additional terms will prevail (unless We expressly tell You otherwise).

## Definitions

In these Terms of Use definitions are:

"We", "Us", and "Our" are references to BeSafe Training Limited (BSL);

"You" and "Your" are references to You.

"GDPR" is a reference to the General Data Protection Regulation under EU Data Privacy Laws.

## Acceptance

If there is any inconsistency between these Terms of Use and those additional terms, the additional terms will prevail (unless We expressly tell You otherwise).

You agree that You are at least 18 years of age and acknowledge that this creates an agreement that is binding and valid in legal obligations by You.

## Compliance with laws

You agree to use the website in a manner that complies with all applicable laws and regulations (including, but not limited to, the Privacy Act 2020 and EU Data Privacy Laws including GDPR) and that does not infringe Our rights, nor the rights of anyone else, nor restricts or inhibits their use and enjoyment of the website.

You agree not to:

- (a) damage or harm the website, or any underlying or connected network or system; and
- (b) use unauthorised automated means to access the website or content featured on it for any purpose; and
- (c) introduce any viruses, worms, trojan horses, timebombs, content or code to the website which is technologically harmful; and
- (d) use the website to do anything unlawful, misleading, malicious, or discriminatory; and
- (e) do anything that could disable, overburden, or impair the proper working of the website, such as a denial of service attack; and
- (f) facilitate or encourage any violations of these Terms of Use; and
- (g) upload or post any content on the website (or use the website to transmit any communication) which is in Our view illegal, obscene, defamatory, threatening, infringing of intellectual property rights, invasive of privacy or otherwise objectionable; and
- (h) send or otherwise post unauthorised commercial communications (such as spam) on the website; and
- (i) engage in unlawful multi-level marketing, such as a pyramid scheme on the website; and
- (j) solicit log in information or access an account belonging to someone else; and
- (k) bully, intimidate, or harass any user/member of the website; and
- (l) offer any contest, giveaway, or sweepstake on the website without obtaining Our permission. If We consent, You take full responsibility for the contest, giveaway, or sweepstake, and agree to comply with all applicable laws.

## Collection of Your personal information

BSL may collect personal information about You, directly from You, when You access this website. You may voluntarily provide Us with Your personal information to allow Us to operate Our wider operations and to deliver the products and services that You have requested. Please refer to the BSL Privacy Policy located on

this website, for the type of personal information that We may collect. Please be aware that You may browse and access information contained on the website without providing personally identifiable information.

### **Information Retrieved While Visiting Us Online**

Some information is automatically retrieved while You visit the BSL website. This information may include:

- (a) The date and time of website visits; and
- (b) Your IP Address and network location; and
- (c) The referring website if any through which You have come from, to this website; and
- (d) Technical information about Your operating system or device; and
- (e) Pages accessed; and
- (f) Type of web browser; and
- (g) Search terms used

The website automatically generates logs regarding Your sessions on the website such as the features You use, the actions that You take and the information that You access. BSL generally uses this information for statistical purposes, to assess the effectiveness of the website and to better understand Your priorities and interests.

### **Use of Cookies**

A cookie is a small element of data that Our website may send to Your computer. These cookies provide information which enable BSL to improve Our website. BSL also uses third-party partners such as Facebook and Google Analytics. BSL's third-party vendors may also use cookies on our website and may use this information to inform, optimize and present ads based on Your interaction with BSL's website. This means that vendors including Google will display promotional material on other websites You may visit online (or across the internet). For more information about the privacy practices of Our third-party software providers please read their Privacy Policies and privacy statements which are available online. A cookie is typically stored on Your computer's hard drive and permits Our website to recognise You when You return, to Our website. Our use of cookies helps Us to provide You with a better experience during Your use of Our website by allowing Us to understand what areas of the website are of interest to You. BSL also makes use You may configure Your web browser to not accept cookies, although You may experience a loss of functionality as a result of this action.

### **Storing Your Information**

We will take all reasonable steps to ensure that Your information held by Us is accurate and up to date, complete, applicable and not misleading, this information will only be used for purposes stated in Our privacy policy We will maintain security safeguards to protect Your personal information is not disclosed to any unauthorised person or entity.

Your personal information will be used only for the purposes for which it is collected and will be retained to fulfil the purposes for which the information was collected (including any time that We are required by law to retain such information).

We will only release Your information We hold, on Your authority, as required by law or in order for Us to provide services to Yourself, marketing purposes, where supplied to a third party the information released will only be sufficient for the third party to provide their service. Except as detailed above We do not share, give, sell, rent or lease information to third parties and Your personal information will only be disclosed to those employees within Our organisation who have need to know in order to ensure You are provided with information about Our products and services through this website.

You can ask to see any information We may hold about You and You have the right to have any inaccuracies corrected by Us. We will comply with any such requests to the extent required by the Privacy Act legislation within twenty days of written request receipt. We may ask for verification of Your identity in order to respond. You can ask to see the personal information that We hold about You at any time by emailing BSL's Privacy Officer.

### **Securing Your Information**

When making a transaction or interacting through this website Your information will pass through a secure server using SSL (secure sockets layer) encryption technology. The encryption process ensures that Your information can not be read by or altered by outside influences. BSL utilises our [www.besafetraining.nz](http://www.besafetraining.nz) portal to access the Windcave payment platform to process our e-commerce transactions. BSL also utilises the Booking Rooster booking platform for event booking.

### **Mailing Lists**

If at any time You are on a mailing list of Ours then You may request to be removed from the list and We will comply with Your request, please contact Us with Your request using the “Contact Us” section on the website.

### **Advertisers, Linked websites and Social Networking Services**

The display on Our website of any advertiser or the provision of a link to third party website (e.g. Intuto, Class Marker, SurveyMonkey) does not constitute Our endorsement of either the advertiser or third-party provider or any of their website content or business practices. As We do not have any control of the content of any third-party websites, access to websites is at Your sole risk and We recommend that You thoroughly review the terms and conditions of use and the Privacy Policies of any third party website immediately once You access such a website.

Publication of email addresses on the website should not be taken as deemed consent to receiving unsolicited email. Persons or organisations wishing to send email material to individuals or organisations whose email addresses appear on the website must comply with the requirements of the Unsolicited Electronic Messages Act 2007.

We use social networking services (E.g. such as Facebook, and LinkedIn) to communicate with the public. When You communicate with Us using these services, the social networking services may collect Your personal information for their own purposes. These services have their own Privacy Policies which are independent of ours. They do not have any access to the personal information We hold on Our systems.

We accept no liability in regard to any dealings, promotions or activities between Yourself and advertisers or third-party providers.

Our Service may contain links to other websites that are not operated by Us. If You click a third party link, You will be directed to that third party's website. We strongly advise You to review the Privacy Policy of every website You visit.

### **Privacy Officer Details**

These Terms of Use, Our privacy statement and any additional terms referenced on the website constitute Our entire agreement and supersede all prior agreements, arrangements, understandings and representations (whether oral or written) given by or made between Us, relating to the subject matter of these Terms of Use.

The BSL Privacy Officer's contact details are;

Name: Claudette Mayuga

Landline: 09 555 2365

Email: [claudette@besafetraining.co.nz](mailto:claudette@besafetraining.co.nz)

### **Copyright and Trademarks**

The contents of the website are at all times the copyright/trademark of Ourselves, Our suppliers or linked third parties and You may not distribute, reproduce, display, publish any trademark or other content of this website for any purpose whatsoever without the prior written approval of Us, Our suppliers or linked third parties (each as applicable). Furthermore, You agree to indemnify Us against any claims, costs, damages or losses incurred by Us should You fail to comply. Security of Your login information.

### **Your Responsibilities**

Where You are required to register or login to any part of the website, You must keep all usernames and passwords secure and confidential and must not disclose them to any third party. You must take reasonable care to:

- (a) choose a password that is a secret known only to You which cannot be easily guessed; and
- (b) not disclose Your password to anyone; and
- (c) not allow anyone to see Your password or can see it or record it when You enter it on a computer; and
- (d) change Your password at regular intervals.

You must provide true, current and complete information in Your dealings with Us (including when setting up an account) and must promptly update that information as required so that the information remains true, current and complete.

If You are given a User ID, You must keep Your User ID secure and:

- (a) not permit any other person to use Your User ID, including not disclosing or providing it to any other person; and
- (b) immediately notify Us if You become aware of any disclosure or unauthorised use of Your User ID, by sending an email to Our Privacy Officer.

You agree that We are entitled to rely on the authenticity and authority of Your username, password and session-specific codes generated by Your hardware device to process actions or requests You submit to the website and that We may do so without further enquiry.

You are responsible for any actions taken through Your login.

### **Governing Law and Jurisdiction**

These Terms and Conditions are governed by and construed in accordance with the law in force in New Zealand. The parties submit to the exclusive jurisdiction of the New Zealand courts for any proceedings in connection with these Terms and Conditions