



# **Policy – Website**

## **Introduction**

www.indosmiles.org ('this website') is owned and operated by IndoSmiles('we', 'us', 'our'). These terms of use constitute an agreement made between you, the website user, ('you', 'your' and us). You must not access or use this website unless you accept all of these terms of use. By accessing and using this website you are agreeing that you have read, understood and accepted these terms of use, and agree to be bound by them.

## **Your privacy**

Where we collect personal information about you as a result of your accessing and using this website, our Privacy Policy will apply to that information. Accordingly, these terms and conditions must be read together with our Privacy Policy.

## **Your use of this website**

You agree not to use this website for any purpose that is unlawful or to engage in any conduct that is likely to impair or cause damage to the operation of this website whether by way of a virus, corrupted file or through use of any other software or program. Furthermore you agree not to alter, modify, reproduce, transmit or otherwise deal with the content, software, text, graphics, layout or design of this website without our prior written approval.



## Intellectual property

The materials displayed on this website are protected by copyright and other laws of New Zealand, and under similar laws and international conventions abroad. You acknowledge and agree that all copyright and other intellectual property rights that may subsist in this website including text, illustrations, photographs, video, music, sounds, layout, designs, source code, belong to us or to our licensors (together, 'our intellectual property').

Except with our prior written permission, you may not in any form or by any means:

- a) use, copy, modify, adapt, reproduce, store, distribute, print, display, perform, publish, or create in any way any works contained in any part of this website; or
- b) commercialise any information, products or services obtained from any part of this website.

## Feedback and unsolicited submissions

If you give us feedback about this website or our products or services, you grant us the right to use that feedback for the purpose of improving our website or services (and for any other purpose we deem necessary or desirable) without being obliged to pay you any compensation in respect of our use of that feedback. If you do send us unsolicited ideas:

- a) they will be treated as if they were 'user content' in accordance with these terms of use; and
- b) they will be deemed to be non-confidential; and
- c) we will not be required to provide any acknowledgement of their source.



## **Electronic communications**

You consent to receiving communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree to be bound by any agreement reached through electronic communications in terms of the Electronic Transactions Act 2002. You consent to receiving electronic messages and information sent by us (or on our behalf) for any purposes described in our privacy policy. You agree, pursuant to section 11(2) of the Unsolicited Electronic Messages Act 2007, that the person sending any such message need not include a functional unsubscribe facility in that message.

## **Disclaimers**

While we endeavour to ensure that the content of this website is free from errors, we do not give any warranty or other assurance as to the content of material appearing on this website, its accuracy, completeness, timeliness or fitness for any particular purpose. To the maximum extent permitted by law, we provide this website and related information and services on an "as is" basis without any warranties, representations, or guarantees of any kind (whether, express, implied, statutory or otherwise) including, but not limited to, warranties of non-infringement, merchantability, or fitness for a particular purpose.

## **Limitation of liability**

To the maximum extent permitted by law, we disclaim all responsibility for any damages or losses (including, without limitation, financial loss, damages for loss in business projects, loss of profits or other economic losses) whether arising in contract, tort or otherwise from the use of, or inability to use, this website, our services, or any information or material appearing on this website, or from any action or decision taken as a result of using this website or any such services, information or material.



## **Availability**

Your use of this website and any associated services may sometimes be subject to interruption or delay. Due to the nature of the Internet and electronic communications, we and our service providers do not make any warranty that this website or any associated services will be error free, without interruption or delay, or free from defects in design. We will not be liable to you should this website or the services supplied through this website become unavailable, interrupted or delayed for any reason.



## **Malicious code**

Although we endeavour to prevent the introduction of viruses or other malicious code (together, 'malicious code') to this website, we do not guarantee or warrant that this website, or any data available from it, does not contain malicious code. We will not be liable for any damages or harm attributable to malicious code. You are responsible for ensuring that the process that you employ for accessing this website does not expose your computer system to the risk of interference or damage from malicious code.

## **Security**

Although we endeavour to protect the security of your personal information you acknowledge that there is a risk of unauthorised access to (or alteration of) your transmissions or data or of the information contained on your computer system or on this website. We do not accept responsibility or liability of any nature for any losses that you may sustain as a result of such unauthorised access or alteration. All information transmitted to you or from you is transmitted at your risk, and you assume all responsibility and risks arising in relation to your use of this website and the internet. We do not accept responsibility for any interference or damage to your own computer system which may arise in connection with your accessing of this website or any outbound hyperlink.

## **Governing law**

These terms of use are governed by the laws of New Zealand and the courts of New Zealand shall have non-exclusive jurisdiction to hear and determine any dispute arising in relation to these terms of use.

This page was last updated on 25 August 2020.



## Facebook Comment Disclaimer

**IndoSmiles dedicated to forging lasting bonds with its stakeholders, particularly through social media.**

Below are the guidelines for posting on our Facebook page <https://www.facebook.com/indoSmiles>

- We encourage thoughtful discussion, debate and differing viewpoints with the understanding that all comments on IndoSmiles page must be civil, respectful, and appropriate for our audience. That audience includes, staff, trustees, stakeholders, fans and community members.
- When leaving comments, we encourage our fans and the wider community to remain on topic, to respond directly to the content at hand, and to be mindful that their comments are public and are publicly attached to their Facebook profiles. Also, its preferable not to post comments in ALL CAPS to get your point across, as this can be interpreted as shouting.
- We will not tolerate lewd, offensive, libellous, demeaning, or otherwise hurtful or hateful speech directed towards individuals or groups. Name calling and threats of violence - even theoretical - aimed at those with whom you disagree are inappropriate and are not conducive to a civil debate. We reserve the right - but assume no obligation - to delete such comments, and report offenders as appropriate.
- Mere disagreements with a particular article, positing, or with users will NOT in and of itself be grounds for a comment's removal.
- We do not permit messages selling products or promoting commercial and or other ventures. We will delete such messages with notice.
- Comments are also subject to Facebook's Terms of Use and Code of Conduct.
- Upon request of individuals named in comments, some comments may also be removed.



## Complaints Policy

### Our commitment to you

IndoSmiles values its relationship with you and we want to ensure it is the best it can be. This Complaints Policy and associated procedures are intended to ensure any complaints received regarding the work of IndoSmiles are handled in a prompt and professional manner, resulting in a fair and common sense resolution.

We want to ensure we provide you with the best possible service experience. If you are not happy with any aspect of the service we provide we would like to hear from you so we can quickly put things right.

#### We will:

- Treat you with respect, in a fair and courteous manner at all times
- Be clear and timely in our communications with you
- Make copies of our Terms and Condition available to you
- Make sure information provided to you is accurate, up-to-date and in plain English
- Take all reasonable actions to provide a service to you in a timely manner, acknowledging there may be delays in providing service in certain circumstances
- Always comply with the law

### How to let us know if you have feedback or a complaint

If for any reason you are not happy with any aspect of the IndoSmiles service we would like to hear from you as soon as possible so we can put things right. Please contact us via email below:

**Email:** [info@indosmiles.org](mailto:info@indosmiles.org)



## **What happens next?**

Once you have told us about your concern we will acknowledge your call, email or letter within three working days, investigate it and discuss a resolution with you. If we cannot resolve it straight away, or if the issue is of a very complex nature, we will give you an idea of how long it will take us to investigate the issue. Our aim is to get your issue fully resolved within 20 working days.

You may also seek independent advice or assistance from the Disputes Tribunal, the Citizens Advice Bureau, your Community Law Centre or the Office of the Privacy Commissioner (for privacy issues) according to New Zealand law.





# Privacy Policy

## Introduction

IndoSmiles doesn't collect a large amount of personal information about individuals but, where we do, we treat it with care and respect.

At IndoSmiles, we are committed to ensuring the privacy of your information. From time to time, we may collect, retain and use your personal information (including but not limited to, your name, email address, phone number and mailing address). This Privacy Policy sets out our practices regarding the collection, storage, disclosure and use of your personal information in compliance with the Privacy Act 1993. Please read this Privacy Policy before using this website or submitting your personal information to this website. By using this website, you agree to be bound by the terms of this Privacy Policy. This Privacy Policy is subject to, and must be read in conjunction with, our Terms and Conditions.

## Terminology

In this Privacy Policy, the terms "we", "us", and "our" refer to IndoSmiles and the terms "you" and "your" refer to you as a website user, or applicant.

"Personal information" includes but is not limited to: your name, email address, mailing address, phone number, user name, date of birth, contact preferences, online activity logs related to our website, IP addresses, cookie, device, browser and operating system identifiers, internet tags, location and navigational data provided by your connection, server addresses, top-level domain names, dates and times of visits to the website, pages accessed and documents downloaded, interactions with tools and advertising, previous websites visited, and the type of browser used.

## **Collection and Storage of Personal Information**

We may collect and store your personal information in the following circumstances:

1. when you voluntarily provide information to us, for example:
  - when you complete forms on this website (including registration forms, application forms and other forms);
  - when you create, modify, or use any accounts or registered user facilities available through this website;
  - when you submit questions, comments or other communications to us.
2. as you navigate through the website, certain information may be passively collected (that is, gathered without your active participation) using various technologies and means, including technical information and usage information individual to you.

## **Use of Personal Information**

The personal information we collect will be used to provide services you have authorised or requested. We may also use personal information collected by us to:

3. assess, fulfil and monitor applications for funding;
4. carry out internal research and development, including planning for future funding;
5. prepare communications in respect of funding outcomes and case studies (where possible, we will anonymise personal information for this purpose);
6. verify your identity and assist you in case you forget your password or login details;
7. respond to any requests or correspondence from you;
8. manage and improve this website and any related services;
9. carry out internal research and development;
10. provide you with information about a service that you are using (including critical updates and announcements);
11. reduce the need for you to repeatedly enter the same information;
12. customise this website to suit your particular preferences and interests;



13. where you create a message using this website (for the purpose of sending that message to us, or to any other recipient specified by you), send that message;
14. analyse website usage, trends and statistics;
15. with your permission, supply you with further information concerning products and services which may be of interest to you; or
16. carry out any other use that is authorised by you or is notified to you at the time of collection.

## **Disclosure of Personal Information**

We will not disclose your personal information except in accordance with this Privacy Policy (and in accordance with the Privacy Act 1993). We may use or disclose your personal information if you have authorised us to do so, or in any of the following circumstances:

17. where disclosure is connected to the purpose for which it was collected, for example, in an online application;
18. where we have given you notification of the intended use or disclosure and you have not objected to that use or disclosure;
19. we 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;
20. we believe that the use or disclosure is reasonably necessary to enforce any legal rights we may have, or is reasonably necessary to protect the rights, property and safety of you, us, or others; or
21. we are required or permitted by law to disclose the information.
22. our stakeholders, such as community groups, charitable trusts or our trustees, for the purpose of assessing, fulfilling or monitoring funding applications or otherwise managing our business.

Please also note that we may share the information we collect in an anonymous form, for example from surveying or tracking information, with advertisers or other third party partners. However, we will not sell or disclose personal information about you as an individual to any third party or entity outside of IndoSmiles or its related entities for marketing purposes.

## Third Party Websites

Our website may contain hyperlinks to third party websites, for example for the purposes of advertising. We are not responsible, and nor do we endorse, any of the content on such websites, or the manner in which those websites collect, store, use, and distribute any personal information you provide. When visiting a third party website from the hyperlinks displayed on our website, we encourage you to review the privacy statements of those websites so that you can understand how the personal information you provide there may be collected, stored, used and distributed. These websites may also use cookies to anonymously track and target advertising based on your behaviour.

## Security

No data transmissions over the internet are completely secure. Accordingly, we cannot ensure the security of information transmitted from or to you. However, once we have received your personal information, we will use reasonable efforts to protect the information against loss or misuse, and against unauthorised access, use, modification, or disclosure.

We believe that privacy is everyone's responsibility. Our employees have been trained to understand the Privacy Act and we all adhere to a number of policies and practices designed to ensure that your personal information is safe and secure.

For example, we:

- expect our employees to access and use personal information only for legitimate work purposes;
- have clear policies in place to manage the transmission of personal information and the use of portable devices, such as smartphones and tablets;
- ensure that all hardware we use is password protected and enabled with an auto lock function; and
- have a clear procedure for responding to and managing any data breaches that affect the personal information we hold.



## **Ideas, Suggestions and Commentary Property of IndoSmiles**

By using this website, you agree that any ideas, suggestions or comments you provide to IndoSmiles through this website will be treated as non-confidential and non-proprietary to you. Such ideas, suggestions, and comments will become the exclusive property of us and may be used by us in whole or in part in any matter whatsoever without notice or compensation to you.

## **Right to Access and Correct Your Personal Information**

You have the right to access, request or correct the personal information that we hold about you at any time by contacting our Privacy Officer at [info@indosmiles.org](mailto:info@indosmiles.org).

Whichever way you make your request, we must take steps to ensure that you're authorised to do so. Please understand that we must do this in order to protect your privacy.

The Privacy Act permits us to withhold personal information from you in certain circumstances, such as where the information is commercially sensitive or legally privileged. We might also refuse to provide you with information that is also about other people if we think this would be unwarranted. If we withhold information from you, we'll tell you why.

We're required by the Privacy Act to make a decision on your request – and convey this to you – within 20 working days. Where we cannot make a decision within 20 working days, we'll let you know and explain why.



## **Changes to Our Privacy Policy**

We reserve the right, at our discretion, to update, change or revise this Privacy Policy at any time. Changes to this Privacy Policy will take effect immediately once they are published on this website. Please check the Privacy Policy periodically for changes. Your continued use of this website or our services following the posting of any changes to the Privacy Policy indicates your acceptance of those changes.

This Privacy Policy was last updated May 2020.