

Privacy Statement

1. Application

- 1.1. This Privacy Statement (**“Privacy Statement”**) must be read in conjunction with any agreement into which it is incorporated by reference (**“Incorporating Agreement”**), including any agreement You have entered into with the Cloud Provider for services that are provided using the Cloud Provider's Network.
- 1.2. This Privacy Statement (**“Privacy Statement”**) governs the collection, use, storage, disclosure and disposal of Personal Information held by the Cloud Provider in its operation and provision of the cloud services.
- 1.3. Unless otherwise expressly defined within this Privacy Statement, all capitalised terms used within this Privacy Statement have the meaning as set out in the Privacy Act 1993 (as amended).
- 1.4. In this Privacy Statement, unless the context otherwise requires:
 - 1.4.1. **“Cloud Provider”** means the legal entity that provides the cloud services to You under the Incorporating Agreement.
 - 1.4.2. **“Cloud Wholesaler”** means the legal entity that controls the infrastructure used to provide the cloud services and includes that entity's successors, assigns, and duly authorised agents.
 - 1.4.3. **“Cloud Provider's Network”** means any security management, backup, storage, monitoring system, account, network, network access, host, server, control device, computer, communications system, software, data, computing device or other system provided by the Cloud Provider under the Incorporating Agreement.
 - 1.4.4. **“You”** includes any person that interacts with the Cloud Provider, including any Cloud Customer and any other customer of services provided by the Cloud Provider or its duly authorised agent. **“Your”** has a corresponding meaning.
- 1.5. You acknowledge that this Privacy Statement may be amended from time to time by the Cloud Provider. When this occurs, an email

notification will be sent to You.

- 1.6. By using or accessing the Cloud Provider's cloud services or website after this Privacy Statement has been amended, modified, varied or supplemented, You are deemed to have accepted and agreed to that amendment as legally binding on You and any third party authorised by You.
- 1.7. If You are purchasing the Cloud Services from a reseller, You agree that the Cloud Wholesaler has a right to enforce any obligation placed on You by this Privacy Statement and to hold You liable for any breach of this Privacy Statement for which You are responsible, including through legal proceedings. Your agreement constitutes a promise intended to confer a benefit on the Cloud Wholesaler in terms of section 12 of the Contract and Commercial Law Act 2017.

2. Collection of Information

- 2.1. The provision of Personal Information is optional. However, if You choose not to provide Personal Information, the Cloud Provider may be unable to provide You with the cloud services or may only be able to provide You with limited services.
- 2.2. For any and all services provided by the Cloud Provider, the Cloud Provider may collect Personal Information about You, including:
 - 2.2.1. Information about You, including Your name and contact information;
 - 2.2.2. Information about Your use of the Cloud Provider's website or cloud dashboard, by using cookies or web analytics. If You choose to disable the cookies, the Cloud Provider's website will still function.
 - 2.2.3. Information about Your interactions with the Cloud Provider, including any information provided by You, any information authorised by You or any third party authorised by You;
 - 2.2.4. Account information, including billing and payment information. The Cloud Provider uses a third party payment gateway to receive credit card payments. It does not hold, store or otherwise collect credit card details;
 - 2.2.5. Information about Your use of the cloud services, including

metadata for all network traffic data, including network headers; and

- 2.2.6. Any other information connected with the provision of services to You.

3. Storage and Security of Information

- 3.1. The Cloud Provider seeks to protect Personal Information held by the Cloud Provider using such safeguards as is reasonable in the circumstances for the Cloud Provider to take against:
 - 3.1.1. Any other information connected with the provision of services to You.
 - 3.1.2. Unauthorised access, use, modification or disclosure of Personal Information;
 - 3.1.3. Loss of the Personal Information; and
 - 3.1.4. Other misuse of Personal Information.

4. Use of Information

- 4.1. The Cloud Provider may use Personal Information for the following purposes:
 - 4.1.1. For any purpose connected with the Cloud Provider's business including direct marketing, debt collection and credit reporting or assessment;
 - 4.1.2. To provide services;
 - 4.1.3. To maintain services, including capacity planning;
 - 4.1.4. To improve services;
 - 4.1.5. To create and provide new services;
 - 4.1.6. To implement and maintain security;
 - 4.1.7. To carry out maintenance and fault investigation of the network; and
 - 4.1.8. To investigate any apparent or actual breach of any written agreement You have entered into with the Cloud Provider

for cloud services.

5. Disclosure of Information

- 5.1. The Cloud Provider may allow access to or disclose Personal Information to any third party including its duly authorised agents, if:
 - 5.1.1. It is necessary for that third party to have access to or to have the Personal Information having regard to the purpose of any agreement into which this Privacy Statement is incorporated by reference;
 - 5.1.2. The Cloud Provider has informed that third party of the confidential nature of the Personal Information and its obligations under the any agreement into which this Privacy Statement is incorporated by reference; and
 - 5.1.3. That third party has signed a non-disclosure form.
- 5.2. With the exception of clause 5.1, the Cloud Provider will not disclose Personal Information to any other third party unless:
 - 5.2.1. The Cloud Provider believes on reasonable grounds that the disclosure of the Personal Information is one of the purposes in connection with which the Personal Information was obtained or is directly related to the purposes in connection with which the Personal Information was obtained;
 - 5.2.2. The Cloud Provider reasonably believe that it is legally required to disclose the Personal Information;
 - 5.2.3. Disclosure is necessary to avoid prejudice to the maintenance of the law by any public sector agency, including the prevention, detection, investigation, prosecution and punishment of offences; or
 - 5.2.4. For any other lawful purpose in accordance with the Privacy Act 1993.

6. Retention and Disposal of Information

- 6.1. The Cloud Provider retains Personal Information for no longer than necessary, to achieve the purposes for which it was collected, at which point it is destroyed securely by erasing all digital copies.

6.2. In general, the Cloud Provider retains the following Personal Information for the following periods of time:

6.2.1. Name and contact information may be destroyed after 7 years;

6.2.2. Account information, including billing and payment information may be stored for at least 7 years in accordance with the Companies Act 1993 and its amendments, or any other relevant statutory provision;

6.2.3. Cloud Data will be disposed of in accordance with the Incorporating Agreement; and

6.2.4. All other information may be retained for up to three (3) years following termination of Your account.

7. Correction of Information

7.1. Subject to clause 7.2, the Cloud Provider (or its duly authorised agents) are responsible for any and all corrections to Personal Information.

7.2. For any and all cloud services, in acknowledgement that You have access to correct any data uploaded by You or a third party authorised by You to the cloud, You are solely responsible for any and all corrections to that data.

8. Requests for Information

8.1. You have the right to request a copy of any Personal Information that the Cloud Provider holds about You.

8.2. Such requests or any questions about Personal Information may be directed to the Cloud Provider's Privacy Officer using the Cloud Provider's contact details listed on Your invoice.