

## TERMS OF USE

This website has been created by the COREISS LIMITED (COREISS).

Throughout this **You** or **your** refers to any person accessing and/or using the [www. voicesofthe5percent.nz](http://www.voicesofthe5percent.nz) website (the Website). **Us** refers to both of us.

Your use of this Website is subject to the below terms and conditions. Your use of this Website is at your own risk. While we have tried to ensure that the VOICES OF THE 5 PERCENT website contains information that is accurate and up to date, we cannot guarantee that the information is 100% accurate, complete, up to date, or free from errors.

### **INTELLECTUAL PROPERTY RIGHTS**

1. All copyright, trademarks and other intellectual property rights in all proprietary pages, product names, design, images, photographs, videos, text, words or phrases and other material (Content) are the property of COREISS.
2. All other unregistered and registered trademarks are the property of their respective owners. Nothing contained on the site should be construed as granting any license to use any trademarks displayed on the Website. Your use/misuse of the trademarks displayed on the VOICES OF THE 5 PERCENT website, or any other content on the VOICES OF THE 5 PERCENT website including making any modifications to the Content, except as expressly provided for in the site is strictly prohibited.

### **ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

3. Whilst we use all reasonable attempts to ensure the accuracy and completeness of the Content on the VOICES OF THE 5 PERCENT website, we are not responsible if the Content that we make available is not accurate or complete. Any reliance on the Content shall be at your own risk. You agree that it is your responsibility to monitor any changes to the Content as it may change without notice.

### **USAGE OF SITE**

4. Your use of the VOICES OF THE 5 PERCENT website is at your own risk. You must exercise judgment and responsibility with respect to your use of our Website.
5. You may only access the Website for lawful, personal and non-commercial use. You are permitted to browse the Website, reproduce extracts by way of printing, downloading to a hard disk or for the purposes of distribution to other individuals. This is only to be done on the proviso that you keep intact all copyright and other proprietary notices and that COREISS is acknowledged in reproductions. No reproduction of any part of the Website may be sold or distributed for commercial gain nor shall it be modified or incorporated in any other work, publication or website.

### **UNACCEPTABLE ACTIVITY**

6. You are refrained from doing any act that COREISS (at its absolute discretion) may deem to be inappropriate and/or would be deemed to be an unlawful act or is prohibited by any laws applicable to the Website including, but not limited to:
7. Any act that would harm others.
8. Any act which would constitute a breach of either the privacy (including uploading personal information

without the concerned individual's consent) or any other legal rights of individuals.

9. Any act that would violate any law or regulation governing COREISS and its business or activities, including without limitation the laws and regulations governing unfair competition, false advertising, consumer protection, obscenity or spamming.
10. Any act that presents a security risk or that may interfere with the operation of the Website.
11. Any act that infringes another's copyrights, patents, trademarks, service marks, trade names, trade secrets, or other intellectual property rights, or rights of publicity.
12. Use the Site to libel or defame Dr Marewa Glover, the VOICES OF THE 5 PERCENT Study or Website, or COREISS, its employees or other individuals or act in such a way that brings into disrepute the good name of the COREISS.
13. Any act that amounts to harassment, misappropriation of trade secrets, intentional misrepresentation or fraud, or wrongful publication of private information.
14. Post or transmit any unlawful, threatening, libelous, defamatory, obscene, inflammatory, pornographic, profane material, racist, hate speech, or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to liability or otherwise violate any law.
15. Introduce viruses, Trojan horses, worms, or other computer programming routines that may cause damage, interfere with, intercept, or expropriate any system, data, or personal information including through the uploading of files.
16. Use the Website to gain illegal or unauthorised access to other computers or networks through hacking or other means.
17. Assist or permit any person to engage in any of the activities described above.

## **LIABILITY**

18. In no event shall COREISS or any of its co-investigators, collaborators, sub-contractors, or its employees, have any liability for damages of any kind, including without limitation any special or punitive, incidental, indirect or direct, or consequential damages including loss of profit or loss of opportunity, costs, losses or liabilities whatsoever or howsoever arising out of your access to, inability to use or change in content of the VOICES OF THE 5 PERCENT Website or arising from any other website you access through a link on the VOICES OF THE 5 PERCENT website or to the extent permitted by law, from any actions we take or fail to take as a result of any communication you make with the VOICES OF THE 5 PERCENT Study including whether or not advised of the possibility of such losses or damages.
19. COREISS (and any other party involved in creating, producing or delivering the VOICES OF THE 5 PERCENT Study or the Website) shall have no responsibility to maintain the material and services made available on the Website or to supply any corrections, updates, or releases in connection therewith. Any material on the VOICES OF THE 5 PERCENT Website is subject to change without notice or otherwise in accordance with the terms and conditions (if any) applicable to the material.
20. Further, COREISS shall have no liability or any responsibility whatsoever for any loss suffered caused by viruses that may infect your computer equipment or other property by reason of your use of, access to or downloading of any material from the VOICES OF THE 5 PERCENT Website. If you choose to download material from the VOICES OF THE 5 PERCENT website you do so at your own risk.
21. To the maximum extent permitted by applicable law, you expressly waive all claims against COREISS, its collaborators and sub-contractors and their respective employees, suppliers and programmers that may arise from your use or access of the VOICES OF THE 5 PERCENT Website.

## **CONTENT**

1. We endeavour to ensure that any content will be current, accurate or complete when you access it. However, we will take steps to correct any error or inaccuracy in any content which is brought to our attention within a reasonable time.
2. The VOICES OF THE 5 PERCENT Website may from time to time contain content provided by third parties and links to third party sites. This is provided for your convenience only and we are not responsible for any third party content on the Website or any site to which the VOICES OF THE 5 PERCENT website contains

links. The inclusion of any such content or link does not imply our endorsement or approval of any linked website or any association with its owners or operators.

3. You must make your own assessment of the suitability of the content for your own purposes. You are solely responsible for the actions you take in reliance on the content on, or accessed through, the VOICES OF THE 5 PERCENT website. We may change the content on the VOICES OF THE 5 PERCENT Website at any time without prior notice.

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## PRIVACY POLICY

### INTRODUCTION

COREISS Limited and [www.voicesofthe5percent.nz](http://www.voicesofthe5percent.nz) (we, us, our) complies with the New Zealand Privacy Act 1993 (the Act) when dealing with personal information. Personal information is information about an identifiable individual (a natural person).

This policy sets out how we will collect, use, disclose and protect personal information provided by users of this website. This policy is separate from policies protecting any personal information provided by study participants.

This policy does not limit or exclude any of your rights under the Act. If you wish to seek further information on the Act, see [www.privacy.org.nz](http://www.privacy.org.nz).

### CHANGES TO THIS POLICY

We may change this policy by uploading a revised policy onto the website. The change will apply from the date that we upload the revised policy.

### WHO DO WE COLLECT YOUR PERSONAL INFORMATION FROM

We collect personal information about you from:

- you, when you provide that personal information to us, including via the website and any related service, through any registration or subscription process, through any contact with us (e.g. telephone call or email), or when you use our services and products
- third parties where you have authorised this or the information is publicly available.

If possible, we will collect personal information from you directly.

### HOW WE USE YOUR PERSONAL INFORMATION

We will use your personal information:

- *to verify your identity*
- *to inform you about our studies and services and products if applicable, including contacting you electronically (e.g. by text or email for this purpose)*
- *to improve the services that we provide to you*
- *to respond to communications from you, including a complaint*
- *to protect and/or enforce our legal rights and interests, including defending any claim*
- *for any other purpose authorised by you or the Act.*

## **HOW WE MIGHT DISCLOSE WEBSITE USERS' PERSONAL INFORMATION**

For users of the website we may disclose personal information to:

- *another company within our group*
- *any business that supports our services and products, including any person that hosts or maintains any underlying IT system or data centre that we use to provide the website or other services and products*
- *other third parties (for anonymised statistical information)*
- *a person who can require us to supply your personal information (e.g. a regulatory authority)*
- *any other person authorised by the Act or another law (e.g. a law enforcement agency)*
- *any other person authorised by you.*

*A business that supports our services and products may be located outside New Zealand. This may mean your personal information is held and processed outside New Zealand.*

## **PROTECTING YOUR PERSONAL INFORMATION**

We will take reasonable steps to keep your personal information safe from loss, unauthorised activity, or other misuse.

## **ACCESSING AND CORRECTING YOUR PERSONAL INFORMATION**

Subject to certain grounds for refusal set out in the Act, you have the right to access your readily retrievable personal information that we hold and to request a correction to your personal information. Before you exercise this right, we will need evidence to confirm that you are the individual to whom the personal information relates.

In respect of a request for correction, if we think the correction is reasonable and we are reasonably able to change the personal information, we will make the correction. If we do not make the correction, we will take reasonable steps to note on the personal information that you requested the correction.

If you want to exercise either of the above rights, email us at [info@voicesofthe5percent](mailto:info@voicesofthe5percent). Your email should provide evidence of who you are and set out the details of your request (e.g. the personal information, or the correction, that you are requesting).

## **INTERNET USE**

While we take reasonable steps to maintain secure internet connections, if you provide us with personal information over the internet, the provision of that information is at your own risk.

If you follow a link on our website to another site, the owner of that site will have its own privacy policy relating to your personal information. We suggest you review that site's privacy policy before you provide personal information.

*We use cookies (an alphanumeric identifier that we transfer to your computer's hard drive so that we can recognise your browser) to monitor your use of the website. You may disable cookies by changing the settings on your browser, although this may mean that you cannot use all of the features of the website)*