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Through its Web property, OPSEC provides User with access to a variety of resources, including download areas, communication forums and product information (collectively "Services"). The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to the TOU.

Equipment

User shall be responsible for obtaining and maintaining all telephone, computer hardware, software and other equipment needed for access to and use of www.opsec.co.nz and all charges related thereto.

User conduct

- A. User shall use www.opsec.co.nz for lawful purposes only. User shall not post or transmit through www.opsec.co.nz any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which, without OPSEC's express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by a User that in OPSEC's discretion restricts or inhibits any other User from using or enjoying www.opsec.co.nz will not be permitted. User shall not use www.opsec.co.nz to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become subscribers of other on-line information services competitive with OPSEC.
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Use of services

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- Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
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- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
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Member account, password, and security

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Monitoring

OPSEC shall have the right, but not the obligation, to monitor the content of www.opsec.co.nz, including chat rooms and forums, to determine compliance with this Agreement and any operating rules established by OPSEC and to satisfy any law, regulation, or authorized government request. OPSEC shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on www.opsec.co.nz. Without limiting the foregoing, OPSEC shall have the right to remove any material that OPSEC, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

Indemnification

User agrees to defend, indemnify, and hold harmless OPSEC, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the use of OPSEC by User or User's Account.

Termination

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Privacy Policy

Respecting your privacy and the law

The privacy of your personal information has always been important to us at OPSEC Solutions Limited (OPSEC). We are committed to respecting your right to privacy and protecting your personal information. We are bound by the National Privacy Principles in the Privacy Act 1988 (Commonwealth) and other applicable laws and codes affecting your personal information. OPSEC's policy is to respect your privacy in accordance with the highest standards, policies, and procedures.

About this Privacy Policy

This Privacy Policy outlines how we manage your personal information. It also describes generally the sorts of personal information held and for what purposes, and how that information is collected, held, used, and disclosed.

Our Privacy Policy applies to all your dealings with us whether at one of our distributors, throughout the world or via our website.

We encourage you to check our website regularly for any updates to our Privacy Policy.

Collecting your personal information

If you are acquiring or have acquired a product or service from OPSEC, we will collect and hold your personal information for the purposes of:

- a. Providing you with the relevant product or service.
- b. Managing and administering the product or service.
- c. Protecting against fraud when any products are purchased from the website.
- d. OPSEC may also collect your personal information for the purposes of letting you know about products or services that will be available.

The information collected may include your name, postal or email address, or other information the organization considers necessary.

We will if it is reasonable or practicable to do so, collect your personal information from you. This may happen when you fill out a product or service application or an administrative form (e.g. a change of address form) or when you give us personal information over the telephone or counter, or through the OPSEC website.

Using and disclosing your personal information

In line with modern business practices common to many organisations, and to meet your specific needs we may disclose your personal information to the organisations described below.

Where your personal information is disclosed we will seek to ensure that the information is held, used or disclosed consistently with the National Privacy Principles and other applicable privacy laws and codes.

The relevant organisations are those involved in providing, managing, or administering your product or service such as third party suppliers, other Group organisations, loyalty, and affinity program partners, such as the Banks we use and posting services.

Banking Services

Other organisations, to which personal information is usually disclosed, are credit and fraud reporting distributors, debt collection distributors, and fraud detection distributors and other organisations involved in our normal business practices.

Your personal information may also be used in connection with such purposes.

Because we operate throughout the world, some of these uses and disclosures may occur outside of the country you reside.

Marketing our products and services

It is our practice to seek your consent to use or disclose your personal information to let you know about our products and services that might better serve your financial, e-commerce and business needs or promotions or other opportunities in which you may be interested. This may be done after an

initial marketing contact. We assume we have your consent to use service providers to assist us with this.

Keeping your personal information accurate and up-to-date

We aim to make sure that the personal information we collect, use or disclose is accurate, complete and up-to-date. We will take reasonable steps to make sure this is the case. This way we can provide you with better service.

If you believe your personal information is not accurate, complete or up-to-date, please [contact us](#).

Protecting your personal information

We store information in different ways, including in paper and electronic form. The security of your personal information is important to us and we take reasonable steps to protect it from misuse and loss and unauthorised access, modification, or disclosure.

Some of the ways we do this are:

- a. confidentiality requirements for our employees.
- b. document storage security policies
- c. security measures for systems access.
- d. providing a discreet environment for confidential discussions.
- e. only allowing access to personal information where the individual seeking access has satisfied our identification requirements.
- f. access control for our buildings.
- g. the security measures described below under 'Our Website'.

Your privacy on the Internet

Our website:

We undertake to ensure that the personal information you give us on our website is protected.

For example, our websites have electronic security systems in place, including the use of firewalls and data encryption. User identifiers, passwords or other access codes may also be used to control access to your personal information.

Please refer to the website of those Group organisations with which you transact electronically for more information on our website specific privacy and security procedures.

Links to other sites:

You may be able to access external websites by clicking on links we have provided. Those other websites are not subject to our privacy standards, policies, and procedures. You will need to contact or review those websites directly to ascertain their privacy standards, policies, and procedures.

Gaining access to your personal information

You can gain access to your personal information. This is subject to some exceptions allowed by law.

Factors affecting a right to access include:

- a. Access would pose a serious threat to the life or health of any individual.
- b. Access would have an unreasonable impact on the privacy of others
- c. A frivolous or vexatious request
- d. The information relates to a commercially sensitive decision making process
- e. Access would be unlawful
- f. Access would prejudice enforcement activities relating to criminal activities and other breaches of law, public revenue, a security function or negotiations with you, or legal dispute resolution proceedings
- g. Denying access is required or authorised by or under law.
We will give you reasons if we deny access.

[Contact us](#) to obtain a form requesting access. In some cases, we may be able to deal with your request over the telephone or online.

Using government identifiers

If in certain circumstances we are required to collect government identifiers such as your Tax File Number, we do not use or disclose this information other than where required and authorised by law.

Dealing with us anonymously

You can deal with us anonymously where it is lawful and practicable to do so. For example, if you enquire about product, you do not need to provide your personal details.

Your sensitive information

Without your consent, we will not collect information about you that reveals your racial or ethnic origin, political opinions, religious or philosophical beliefs or affiliations, membership of a professional or trade association, membership of a trade union, details of health, disability, sexual orientation, or criminal record.

This is subject to some exceptions including:

- a. The collection is required by law
- b. When the information is necessary for the establishment, exercise, or defence of a legal claim
- c. Resolving your privacy issues

If you have any issues you wish to raise with OPSEC or would like to discuss any issues about our Privacy Policy, then you are able to do so in a number of ways.

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