

# PRIVACY POLICY

Version 1, June 2008

## 1. OVERVIEW

- 1.1 As part of the Ormita Online Terms and Conditions that govern the use of this website, and other Ormita applications linked to by this website (the Trading System), including but not limited to, participation in transaction processing, or any other member information.
- 1.2 References to Ormita shall, for the purposes of the Agreement mean Ormita International, incorporated in New Zealand, its affiliates, agents and its Licensee's (both global and regional).

## 2. RIGHTS AND OBLIGATIONS OF YOUR USE OF OUR SERVICES

- 2.1 We reserve the right to amend this Privacy Policy and any other Terms and Conditions or Rules and Regulations from time to time. Amendments will be effective immediately upon notification on this website. Further notification of changes in these Rules will be provided as part of our regular email communication with the Members of the Ormita Trading System, and more specifically the Registered Users of this website. However, any continued use of this website will constitute acceptance of any updated Rules, Policies, Terms, and Conditions.

## 3. PRIVACY POLICY

- 3.1 Ormita understands how important your personal information is to you. We have adopted the Privacy Principles contained in the New Zealand Privacy Act 1993 as part of our standard operating procedures for the protection of your personal information.
- 3.2 This policy explains how we collect personal information and how we maintain, use and disclose that information.
- 3.3 Personal information means information or an opinion about you from which your identity is apparent or can reasonably be ascertained. This is whether the information or opinion is true or not and whether it is recorded in material format or not.
- 3.4 We will only collect personal information from you that is necessary for us to be able to provide our services to you. We will seek to ensure that we do not collect information from you in any way that is unlawful or unreasonably intrusive. Whenever it is reasonable and practicable to do so, we will collect that information directly from you. If we have to collect personal information about you from someone else, we will take reasonable steps to ensure that you are aware of that fact.
- 3.5 We do not collect information about your political, philosophical, or religious beliefs or sexual preferences.

- 3.6 If you do not provide us with the personal information we request, we may not be able to provide you with our services.
- 3.7 Use of your Personal Information will be used:
  - a. To provide our services
  - b. To enhance our customer service
  - c. To answer your queries
  - d. For internal research
  - e. To facilitate trade transactions
- 3.8 We will not use your personal information for purposes unrelated to our goods and services.
- 3.9 We will not sell or trade your personal information.
- 3.10 We may use your personal information for direct marketing purposes to advise you of special offers, items which may be of interest to you and exclusive opportunities relating to our services. If at any time you do not wish to receive our marketing communications, and then please tell us. You can do this by selecting the opt-out or Unsubscribe option in the marketing communication or by contacting our Support Team via email to [support@ormita.com](mailto:support@ormita.com), [privacy@ormita.com](mailto:privacy@ormita.com) or by contacting us at the following address: -

The Privacy Officer  
PO Box 132009  
Sylvia Park, Auckland  
New Zealand

#### **4. DISCLOSURE OF YOUR PERSONAL INFORMATION**

- 4.1 We will only disclose information about you if required or permitted by law, if we have your consent, if such disclosure is for a purpose contemplated by these Terms or Conditions, or to detect and prevent fraud or other criminal activities. Your personal information may be disclosed to other related companies or to third parties required to assist us in providing services to you, including Ormita Licensees, applicable agents, (Ormita Brokerages) & other Ormita Group Companies.
- 4.2 Only as much of your information as is required to enable these organizations to provide their services are disclosed. These organizations are bound by confidentiality and non-disclosure agreements and the information at all times remains the property of Ormita.
- 4.3 Your personal information may be disclosed to other Ormita members to facilitate and encourage trade transactions or to assist the process of collection and/or delivery of goods.

#### **5. ACCURACY OF PERSONAL INFORMATION**

- 5.1 We try to ensure that the personal information held by us about you is accurate, complete and up to date. To assist us, we ask that you update your information promptly if there are any changes to your personal details. You

may ask us to correct any inaccurate information we hold about you and we will address your concerns within a reasonable period. It is the absolute responsibility of the Member to maintain and advise Ormita of changes to their personal contact information.

## **6. TRACKING OF EMAILS**

- 6.1 The Members Trading System contains tools that can be used to contact other Members. For the purposes of Quality Assurance, these communications are tracked and archived. You acknowledge that this information may be used by Ormita to ensure these Terms and Conditions are followed and adhered to.

## **7. DATA SECURITY**

- 7.1 We will take reasonable steps to protect your personal information from misuse and loss, and from unauthorized access, modification or disclosure. For example, personal information stored electronically requires login and passwords for access, and is only utilized by staff whose job requires access.
- 7.2 Your personal information where not stored electronically, is stored in our secure office premises with restricted access or with an offsite secure storage facility. If we no longer require the use of your personal information, we will take reasonable steps to destroy or permanently de-identify it.

## **8. ACCESS TO PERSONAL INFORMATION**

- 8.1 We will provide you with access to your personal information upon request. We will endeavour to provide the information to you in a timely manner. You may be charged a fee for servicing your request which we will advise you at the time. There is no fee for lodging a request for access.
- 8.2 There may be circumstances in which we cannot provide you with access; for example, where this is required or authorized under the law, would have an unreasonable impact upon the privacy of other individuals or the request for access is frivolous or vexatious. We will advise you of the reasons if we deny you access.

## **9. COOKIES**

- 9.1 In order to provide better customer service and to enhance our relationship with our members, Ormita collects statistical information on website activity such as the number of Users who visit Ormitas' website, the date and time of visits, the number of pages viewed, time spent on website, navigation patterns and origin of the User. In common with most websites, we use "cookies". A cookie allows us to identify and more effectively interact with your computer. A cookie does not identify the individual User although it does identify the User's browser type and Internet service provider. You may be able to configure your browser so that it does not receive cookies but in doing so some of the functionality of Ormitas' website may be lost.

## 10. CONSENT

- 10.1 By continuing to use your Ormita account you consent to Ormita, its agents, contractors, authorized employees and any related party collecting, maintaining, using and disclosing your personal information in accordance with Ormita's Privacy Policy and the Rules for the purposes contemplated by these Terms and Conditions.
- 10.2 You also hereby authorize Ormita, its agents, contractors, authorized employees and any related party to send to you commercial and non-commercial electronic messages for the purposes set out in this section and/or as contemplated by these Terms and Conditions.

## 11. COMPLAINTS RESOLUTION

- 11.1 We will try to answer any question and address any complaint you have about the information we hold about you, or about our information-handling practices. You may contact us at the following address:

The Privacy Officer  
 PO Box 132009  
 Sylvia Park, Auckland  
 New Zealand

- 11.2 If we are unable to resolve your request, you may refer the complaint to the New Zealand Privacy Commissioner, PO Box 10-094, Wellington, New Zealand.

## 12 GENERAL PROVISIONS AND TERMINOLOGY

### 12.1 General

- 12.1.1 We accept no liability for any failure to comply with this Privacy Policy or any Terms and Conditions where such failure is due to circumstances beyond our reasonable control.
- 12.1.2 If we waive any rights available to us under this policy on one occasion, this does not mean that those rights will automatically be waived on any other occasion.
- 12.1.3 In addition to these Terms and Conditions, You agree to comply with any policies, rulings, procedures, systems and/or forms that we place on this website.
- 12.1.4 You agree to act honestly and reasonably in all of your dealings in relation to or on the website.

### 12.2 Governing Law

- 12.2.1 These Terms and Conditions are governed by the laws in force in the Commonwealth of New Zealand.

### 12.3 Terminology

In these Terms and Conditions, the following expressions have the following meanings, unless the context otherwise requires:

- 12.3.1 "Ormita International", "Ormita (Country Name) Limited", "Ormita Limited" and "Ormita.com" means Ormita and its officers, employees, licensees, agents and authorized entities (including Ormita International and its officers, employees, licensees and agents of any controlled subsidiary)
- 12.3.2 "Ormita Licensee" means the entity that operates the Ormita System within a particular jurisdiction.
- 12.3.3 "Member" or "Participant" means a business or individual that has subscribed for membership to the Ormita Trading System and wants to exchange its goods and/or services with other Members within the Ormita Trading System. This is irrespective of the country of origin.
- 12.3.4 "Members Trading System" means an online application that provides facilities for Ormita Members. The Members Trading System enables distribution of information, transactions to be undertaken and details to be managed.
- 12.3.5 "Policies" means policies published on this website and as updated from time to time. These policies form part of these Terms and Conditions.
- 12.3.6 "Rules" means the Ormita Rules of the Trading System as defined in the Online Terms and Conditions available on the web at [www.ormita.com](http://www.ormita.com).
- 12.3.7 "Trading System" means the Ormita Trading System that enables Members to trade with each other using the Ormita System.
- 12.3.8 "We", "us", "our" and "Ormita" means Ormita International, all companies within its group, any relevant manager or contractor appointed by Ormita and the licensed Ormita operation in your country of membership and any agent or sub-licensed operation (as applicable).
- 12.3.9 "Website Services" means any and all services provided electronically by Ormita.