

PLATFORM USE POLICY

This policy set out the terms that apply when you use and interact with our website and digital platforms including social media (the “**Platforms**”) along with any features that allow you to post, upload, share or otherwise submit content. By using our Platforms you agree to comply with this policy.

In this Platform use policy, “we”, “our” and “us” means Killarney Capital Limited and our related entities.

Permitted use

You may only use our Platforms for lawful purposes including to learn about our business, about the products and services we provide and to participate in any community features (where enabled).

User content

When you submit content to our Platforms you:

- (a) confirm that you created it, or have the necessary rights and permissions to submit it, and that it is accurate and not misleading; and
- (b) grant us the right to host, store, reproduce, modify (for formatting and moderation purposes), publish, communicate and display that content in connection with operating, promoting and improving our Platforms and our products and services.

Reviews should be based on genuine, first-hand experience of our services and products. If you have a connection to us (for example, you are an employee, contractor, supplier, agent or close family member), you must disclose that relationship when posting a review.

Please do not include any personal information (yours or anyone else’s) such as phone numbers, addresses, emails or identifying details about staff or other customers.

Community standards and prohibited content

When using our Platforms, please maintain respect and courtesy. You must not submit, post, transmit or otherwise make available any content, or engage in any activity, that:

- is unlawful, fraudulent, defamatory, threatening, harassing, abusive, hateful, discriminatory or otherwise objectionable;
- is obscene or sexually explicit;
- infringes another person’s intellectual property rights (including copyright and trade marks) or other rights;
- invades another person’s privacy (including posting personal information about others without consent);
- contains malicious code, viruses or other material that may harm the Platforms, our systems, or other users;
- is spam, deceptive, or is intended to manipulate ratings/reviews (including offering incentives for reviews without clear disclosure, or posting fake reviews);
- impersonates any person or misrepresents your affiliation with any person or organisation;
- advertises or promotes third-party goods/services without our prior written consent;
- reveals confidential information about us, our staff, contractors, suppliers, or our projects (including non-public project details); or
- disrupts, interferes with, or attempts to gain unauthorised access to the Platforms, accounts, or systems.

Moderation, removal and enforcement

We do not pre-moderate all user content and we do not guarantee that user content will be reviewed or responded to. However, we may monitor, moderate, edit, hide, restrict access to, or remove content at any time, for any reason (including where we believe it breaches this policy), and without notice.

We may also suspend or terminate your access to community features (or the Platforms) and/or report conduct to relevant providers or authorities where appropriate. If you believe content on the Platforms breaches this policy, please contact us at privacy@tumu.co.nz and include details and screenshots/links (if available).

Our intellectual property

Unless stated otherwise, we own (or licence) the Platforms and all content on them (including text, images, video, plans, renders, logos and trademarks). You may view and print content for your personal, non-commercial use. You must not copy, reproduce, distribute, commercially exploit, scrape, reverse engineer, or create derivative works from the Platforms or their content without our prior written consent (except to the extent permitted by law).

Information we collect

We collect information from you when you are using automatic data collection technologies to collect certain information about your equipment, location, browsing actions and patterns. Some of this information may be linked to you personally.

You provide us with information on our Platforms when you:

- register an account
- submit a query or request for information
- respond to a survey
- make an application
- enter competitions
- post user contributions.

We use log files, web beacons, usage monitoring software and cookies, which are small data files that may include an anonymous unique identifier, to track:

- website related traffic data, location data, logs and other communication data;
- how you interact and transact on, or through, the Platforms. This includes the pages you visit, the resources and services that you access; the time you spend on each page, the date and time of your visit, referring pages (pages you came from or go to) and statistical and other aggregated data;
- information about your device, computer and network connection, including your IP address, operating system, hardware version and browser type; and
- if you allow our Platforms to deliver content based on your location (for example by enabling this feature on your mobile device) we may collect location data (such as through GPS, Bluetooth, or WiFi signals) including for the automated delivery of relevant content and advertising to you.

This helps us to better understand our customer base, improve the information and functionality on our Platforms and tailor advertising to you. You can manage your cookie preferences through your browser settings. Note that if you disable cookies, it may limit your access to some of the Platforms' content and features.

Discussion Forums

When using any discussion forum feature on the Platforms, you should be aware that any personally identifiable information posted by you may be viewed and used by other users of the Platforms. Your user contributions are posted on and transmitted to others at your own risk. We cannot control the actions of those with whom you may choose to share your user contributions. Our moderators may delete user contributions from our Platforms at our discretion.

Third Party Advertising

We may allow third-party companies to place ads and collect information when you visit our Platforms. This may include information that will not identify you personally (such as click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) and other information such as precise geo location and user device identification. This information is collected to provide advertisements about goods and services likely to be of greater interest to you.

Links to other websites

Our website may contain links to other websites operated by businesses not affiliated with us. Linked websites may have their own privacy statements and we recommend you review these if you visit those sites.

We are not responsible for the content of any websites that we do not control, any use of those websites or the privacy practices of those businesses.

Social Media

Our application programming interfaces (“API”) may include social media features such as the Facebook like button, widgets associated with Twitter, the share button or interactive programs that run on our site. These features may collect your IP address, which pages you visit on our site, and how long for. If you’re a member of a social media site, the interfaces may allow the social media site to connect your visits to this site with other personal information. Social media features and widgets are either hosted by a third party or hosted directly on our Platforms. Your interactions with these features are governed by the privacy notice of the third party providing it and we accept no responsibility for the actions of those third parties.

We may provide an API to enable third party applications to interface with our Platforms. For example, you may be allowed to register or access your account on our Platforms using an API with a third-party social media platform.

To enable you to interact with us through the API, the API may direct you through a process where your log-in details may be required to allow the API to connect to your account on our Platforms. When allowing such API to connect to your account on our Platforms, by setting up your account on our Platforms using an API with a third-party social media platform or providing your log-in details to such API, you should be aware that such API may be able to access your log-in details, your account details as well as other information accessible by your account when you are logged into our Platforms. Such access of information is granted at your own risk, and you should only allow applications you trust to access your account on our Platforms.

If you set up your account on our Platforms using an API with a third-party social media platform, you also consent to us obtaining and using your information from such platform.

Disclaimers

Information on the Platforms is provided for general information and marketing purposes and may be changed without notice. It is not legal, financial, technical, building or investment advice.

We are not liable for any loss or damage (whether direct or indirect) arising from or in connection with your use of, or inability to use, the Platforms, reliance on any information on the Platforms, or for any user content.

You indemnify us for any loss, claim, liability, cost or expense (including reasonable legal costs) arising from your breach of this policy, your user content or your misuse of the Platforms.

Changes

We may update this policy from time to time by publishing an updated version on our Platforms. Changes take effect from the date they are published (or such later date as stated). Your continued use of the Platforms after changes are published indicates your acceptance of our policy.