

WEBSITE USE TERMS AND CONDITIONS

Institute Accredited Business Consultants Inc (IABC)

Definitions:

- "us", "we", "our" or "IABC" means the Institute of Accredited Business Consultants (NZ) Inc;
- "you" means you, the person visiting the Website;
- "Services" means the IABC certification process and any other related product or service available on our Website; and
- "Website" means the IABC Website at [www.iabc.org.nz].

Your use of our Website: Your use of the Website is subject to the terms set out below and any other terms applicable to you from time to time when using the Website, including but not limited to, IABC's **Standard Terms and Conditions** and **Privacy Policy** (collectively "**Terms**").

Links: This Website may include links to other websites and content and resources provided by third parties. We have no control over any websites, content or resources which are provided by companies or persons other than IABC. You acknowledge that links to other websites, content or resources do not signify that we endorse this content and that we have no responsibility for any linked content. Your use of these third party websites and resources is governed by the terms and conditions of the third party.

Accuracy: While every endeavour has been made to supply accurate information, errors and omissions may occur. We do not accept any liability for any loss or damage which may directly or indirectly result from any advice, opinion, information, representation or omission, whether negligent or otherwise, contained on or accessed through the Website.

Copyright: Copyright in the Website, including the images and content on the Website, is owned by or licensed to IABC. You may only reproduce and store the site's contents for the sole purposes of viewing the site or saving its content. If you want to display or distribute the content or any of the pages of the site in public or in such a way that they will be accessible to the public (including reproduction in any form on the Internet), you must obtain the prior written consent of IABC.

Privacy: The systems to which the Website connects and related equipment may be subject to monitoring. Personal information regarding users may be collected for statistical purposes in determining the use of this Website. By using the Website you agree to the use of your data in accordance with IABC's **Privacy Policy**.

If you have any queries regarding privacy issues contact us on 0800 99 99 33 or (09) 419 0042.

Cookies: Browser cookies are used by the Website to provide us with information about site usage that enable us to improve the service offered to site visitors. Cookies are small files which are sent by a website and stored on your computer's hard drive. The data is collected and aggregated to enable us to improve our websites. Cookies from this site are not used to gather or allow the gathering of any personally identifiable information and are not used to track individual user activity around this site.

You may manually disable cookies at any time - check your browser's Help. This will not affect your ability to view the site.

Changes:

We may make changes to the Terms from time to time. When these changes are made, we will make a new copy of the Terms available on the IABC Website and any new additional terms will be made available to you from within, or through, the Website. You understand and agree that, if you use the Website after the date on which the Terms changed, we will treat your use as acceptance of the updated Terms.

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part thereof) with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Website. We will tell you about any changes by posting updates on the Website. Any change we make will generally apply from the date we post it on the Website.

PRIVACY POLICY
Institute Accredited Business Consultants Inc (IABC)

You can travel through most of the IABC Website without providing information that personally identifies you but sometimes we will need information to provide the services you request (for example where request further information or you wish to register for the Services).

We take our obligations under the Privacy Act 1993 (Privacy Act) and the privacy principles contained in the Privacy Act seriously. This Privacy Policy is designed to inform you about our practices regarding the collection, use and disclosure of your Information (which includes information that could be used to identify you, such as your name, address, e-mail address, phone number etc) that you may provide through your access to or usage of the Website or the Services.

Definitions:

- "us", "we", "our" or "IABC" means the Institute of Accredited Business Consultants (NZ) Inc;
- "you" means you, the person visiting the IABC Website;
- "Personal Information" means personal information that could be used to identify you, such as your name, address, e-mail address, phone number etc. and information generated by your use of the Services such as case studies or assessments; and
- "Services" means the IABC certification process and any other related product or service available on our Website; and
- "Website" means the IABC Website at [www.iabc.org.nz].

Browsing:

If you are browsing the Website we may collect and store the following information:

- the IP address of your machine when connected to the internet and the domain name from which you are accessing the Internet; the operating system and the browser your computer uses, and any search engine you are using;
- the date and time you are visiting;
- the URLs of the pages you visit; and
- if you provide it your email address.

We may disclose aggregated information which does not allow you to be personally identified to our affiliates and related companies and to unaffiliated third parties.

Personal Information:

We will not collect Personal Information about you except when you voluntarily provide it. We will ask you when we need information that personally identifies you or allows us to contact you.

Generally, this information is requested when you contact us for more information, are asked to complete an online registration form. Personal Information collected is generally limited to e-mail address, language, country or location, but may include other information when needed to provide a service you requested.

Whenever you voluntarily provide information through your access to or usage of the Website, you consent to the collection, use and disclosure of that information in accordance with the provisions of this Privacy Policy

We will never ask you for your credit card number. Where you are required to pay registration or programme fees you will be redirected to a third party payment services provider. Payment of these fees is governed by the terms and conditions of that third party services provider and IABC has no liability for these transactions.

Use of Personal Information:

We may use your Personal Information for the following purposes:

- providing the Services;
- alerting you to special offers, updated information and other new services from IABC and our affiliates;
- sending you bills and recovering money you owe us; and
- exercising our legal rights.

We may occasionally monitor telephone calls to our customer service line so as to help train our personnel to

provide better customer service. Any information we collect by doing this will be used in strict compliance with the Privacy Act.

Disclosing Personal Information:

We will only provide Personal Information to third parties where the provision of the information is necessary for the operation of the Website or to provide a service you have requested (including our data storage providers, call centres and mail houses, advertising agencies, our accountants, auditors and lawyers and credit reporting and collection agencies) (together, “**Third Parties**”). These Third Parties may use your personal information for their own business purposes, including for example, a credit reporter using your personal information to update its credit reporting database and disclosing your personal information to any of its customers who use their credit reporting database.

We will otherwise only release your Personal Information to third parties in the following limited circumstances to the extent permitted by law:

- if required by law;
- if the rights or property of IABC, its affiliates and related companies, third party service providers or the users of the Website are in jeopardy; and
- if the personal safety of users of the Website or other members of the public are in jeopardy.

Control of your Personal Information:

Recognising that your privacy is important to you, IABC employs procedures and technical security measures to protect your Personal Information from misuse or loss and from unauthorised access, modification or disclosure.

Your Personal Information will be held by:

Institute of Accredited Business Consultants (NZ) Inc.
Unit R 162 Mokoia Road
Birkenhead 0626
North Shore City
Auckland
New Zealand

Your Personal Information will not be shared outside IABC without your permission, except under conditions explained in this Privacy Policy. Your information may be transferred, stored and processed in New Zealand or any other country where IABC, its subsidiaries, affiliates, service providers or agents are located.

However, no transmission over the Internet can be guaranteed to be completely secure. Consequently, to the extent permitted by law, IABC, its affiliates and third party service providers and their respective officers, directors, employees and agents do not represent, warrant or guarantee that your Personal Information is protected against misuse, loss or alterations and do not accept any liability for personal information submitted to them nor for your or third parties' use or misuse of Personal Information.

If you have provided Personal Information we may send you periodic e-mails informing you of technical service issues related to our products. You will not be able to choose to unsubscribe to these mailings, as they are considered an essential part of the service you have chosen.

Once we no longer require your Personal Information for any of the purposes for which it was collected we will, subject to any legal obligations and responsibilities, take reasonable steps to destroy or de-identify your Personal Information.

Access and Correction of Personal Information:

We will provide you with the means to ensure that your Personal Information is correct and current. You can:

- View Personal Information you have given us.
- If necessary, request that any Personal Information you have provided us be corrected.

- Register for or cancel our provision of Services to you.

If you have any concerns you can contact IABC on 0800 99 99 33 or (09) 419 0042, or through the **Contact Form**.

SERVICE TERMS AND CONDITIONS

Institute Accredited Business Consultants Inc (IABC)

Definitions:

- “us”, “we”, “our” or “IABC” means the Institute of Accredited Business Consultants (NZ) Inc;
- “you” means you, the person using the Services;
- “Services” means the IABC certification process and any other related product or service available on our Website; and
- “Website” means the IABC Website at [www.iabc.org.nz].

Your use of our Services:

Your use of the Services is subject to the terms set out below and any other terms applicable to you from time to time, including but not limited to, IABC’s **Standard Terms and Conditions, Website Use Terms and Conditions** and **Privacy Policy** (collectively “Terms”).

It is important that you are familiar with the Terms applying to your use of the Services. These Terms and any of the documents referred to in these Terms form a legally binding agreement between you and us relating to your use of the Services.

Acceptance:

In order to use the Services you must first agree to the Terms. You may not use the Services if you do not accept the Terms. If you do not accept the Terms, you will not be able to access the Services.

Links:

In order to use the Services you will be directed to websites and content and resources provided by third parties. In particular, you will be redirected to third party websites to pay registration and programme fees, and to complete the online learning and assessment components of the IABC certification process.

We have no control over any websites, content or resources which are provided by companies or persons other than IABC. You acknowledge that links to other websites, content or resources do not signify that we endorse this content and that we have no responsibility for any linked content. Your use of these third party websites and resources is governed by the terms and conditions of the third party.

Compliance:

If you do not comply with the Terms we may:

- withhold, suspend, restrict or terminate your access to the Services without further notice; and
- take any other action we consider appropriate including, but not limited to, initiating legal proceedings.

Privacy:

In order to make the Services available to you we have to collect personal information from you. “**Personal Information**” means personal information that could be used to identify you (such as your name, address, e-mail address, phone number etc.) and information generated by your use of the Services (such as case studies or assessments). This information may be subject to the Privacy Act 1993.

We will not collect Personal Information about you except when you voluntarily provide it. Whenever you voluntarily provide information through your access to or usage of the Website, you consent to the collection, use and disclosure of that information in accordance with these Terms.

Credit Card Information:

We will never ask you for your credit card number. Where you are required to pay registration or programme fees you will be redirected to a third party payment provider (DPS). Payment of these fees is governed by the terms and conditions of the third party provider and IABC has no liability for these transactions.

For example: When you register for the IABC certification process we will request Personal Information including your name, email address, physical address and telephone number. When you click “submit” you will be redirected to a secure third party payment provider to pay the registration fee.

Use of Personal Information:

We may use your Personal Information for the following purposes:

- providing the Services;
- alerting you to special offers, updated information and other new services from IABC and our affiliates;
- sending you bills and recovering money you owe us; and
- exercising our legal rights.

We may occasionally monitor telephone calls to our customer service line to help train our personnel to provide better customer service. Any information we collect by doing this will be used in strict compliance with the Privacy Act.

Disclosing Personal Information:

We will only provide Personal Information to third parties where the provision of the information is necessary for the provision of the Services (including your facilitator, tutor, examiner and moderator, the provider of the online learning and assessment platform (ACI Global), regulatory bodies, including national and international independent personnel accrediting bodies (for example RABSQA or IRCA), our data storage providers, call centres and mail houses, advertising agencies, our accountants, auditors and lawyers and credit reporting and collection agencies) (together, “**Third Parties**”). These Third Parties may use your personal information for their own business purposes, including for example, a credit reporter using your personal information to update its credit reporting database and disclosing your personal information to any of its customers who use their credit reporting database. Where your employer has contributed towards the cost of the Services we may, subject to your approval, disclose your Personal Information to your employer.

We may also release your Personal Information to third parties in the following limited circumstances to the extent permitted by law:

- if required by law;
- if the rights or property of IABC, its affiliates and related companies, third party service providers or the users of the Services are in jeopardy; and
- if the personal safety of users of the Services or other members of the public are in jeopardy.

We may disclose aggregated information which does not allow you to be personally identified to our affiliates and related companies and to unaffiliated third parties.

Control of your Personal Information:

Recognising that your privacy is important to you, IABC employs procedures and technical security measures to protect your Personal Information from misuse or loss and from unauthorised access, modification or disclosure.

Your Personal Information will be held by:

Institute of Accredited Business Consultants (NZ) Inc.
Unit R 162 Mokoia Road
Birkenhead 0626
North Shore City
Auckland
New Zealand

Your Personal Information will not be shared outside IABC without your permission, except under conditions explained in these Terms. Your information may be transferred, stored and processed in New Zealand or any other country where IABC, its subsidiaries, affiliates, service providers or agents are located.

However, no transmission over the Internet can be guaranteed to be completely secure. Consequently, to the extent permitted by law, IABC, its affiliates and third party service providers and their respective officers, directors, employees and agents do not represent, warrant or guarantee that your Personal Information is protected against misuse, loss or alterations and do not accept any liability for personal information submitted to them nor for your or third parties' use or misuse of Personal Information.

We may send out periodic e-mails informing you of technical service issues related to our product. You will not be able to choose to unsubscribe to these mailings, as they are considered an essential part of the service you have chosen.

Once we no longer require your Personal Information for any of the purposes for which it was collected we will, subject to any legal obligations and responsibilities, take reasonable steps to destroy or de-identify your Personal Information.

Access and Correction of Personal Information:

We will provide you with the means to ensure that your Personal Information is correct and current. You can:

- View Personal Information you have given us.
- If necessary, request that any Personal Information you have provided us be corrected.
- Register for or cancel our provision of Services to you.

If you have any concerns you can contact IABC on 0800 99 99 33 or (09) 419 0042, or through the **Contact Form**.

Refund policy:

IABC has made every endeavour to explain the various categories of Services and associated pricing structure on our Website and by answering any questions you may have through our customer services function. Your decision as to which category of service best suits your particular situation will be based on your consideration of the available options.

For this reason refunds will only be granted at IABC's discretion. If you consider a refund is justified you can submit a **Refund Form** for IABC's consideration, including the reason for the refund.

Refunds will be based on the category cost less any associated administration costs incurred by the IABC. On receipt of the **Refund Form** (including evidence such as Medical Certificates) your refund request will be viewed by the IABC executive team and a response will be made with one month. An alternative option may be to arrange with your facilitator to place a temporary hold on your on your certification process at IABC's discretion will be granted for up to three months without penalty.

User responsibility:

Your use of the Services is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that the Services meet your specific requirements. We are not liable for any loss or damage, including without limitation indirect or consequential damages, which may be incurred by your use of the Services or as a result of any reliance on the completeness, accuracy or existence of the Services, or resulting from your use or reliance on any websites, content or resources to which the Services are linked.

Accuracy:

While every endeavour has been made to supply accurate information, errors and omissions may occur. We do not accept any liability for any loss or damage which may directly or indirectly result from any advice, opinion, information, representation or omission, whether negligent or otherwise, accessed or provided through the Services.

Changes:

We may make changes to the Terms from time to time. When these changes are made, we will make a new copy of the Terms available on the IABC Website and any new additional terms will be made available to you from within, or through, the affected Services. You understand and agree that if you use the Services after the date on which the Terms changed, we will treat your use as acceptance of the updated Terms.

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part thereof) with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Website. We will tell you about any changes by posting updates on our Website. Any change we make will generally apply from the date we post it on the Website.

Governing Law

By using the Services, you and IABC agree that all matters relating to your access to, or use of, the Services shall be governed by the statutes and laws of New Zealand, without regard to the conflicts of laws principles thereof. You and IABC also agree and hereby submit to the non-exclusive jurisdiction of the Courts of New Zealand with respect to such matters.