

TERMS AND CONDITIONS

General Information

1. Your privacy is very important to CommUnity (“we”, “your”, “our”, “us”). We have designed our data policy to make important disclosures about how you can use us and how we collect and can use your content and information. We encourage you to read our Terms and Conditions and to use it to help you make informed decisions.

2. **Things you do and information you provide**

You acknowledge our service. If you use our services, we collect information about any transaction. This includes, but is not limited to, your payment information, such as your credit or debit card number and other card information, and other account and authentication information, as well as billing, delivering and contact details.

3. **Device information**

We collect information from or about the computers, phones or other devices where you install or access our services, depending on the permissions you've granted. We may associate the information we collect from your different devices. Here are some examples of the device information that we collect:

- Attributes such as the operating system, hardware version, device settings, file and software names and types, battery and signal strength, and device identifiers.
- Device locations, including specific geographic locations, such as through GPS, Bluetooth or WiFi signals.
- Connection information such as the name of your mobile operator or ISP, browser type, language and time zone, mobile phone number and IP address.
- Contact information that you provide if you upload, sync or import this information (such as an address book) from a device.

4. **Information from websites and apps that use our services**

We collect information when you visit or use third-party websites and apps that use our services. This includes information about how you paid and what services you used on those websites and apps, as well as information the developer or publisher of the app or website provides to you or us.

Apple and iPhone are trademarks of Apple Inc., registered in the U.S. and other countries. The use of Apple logos, access to the App Store and downloading of the CommUnity app is governed under Apple’s Terms & Conditions and Privacy Policy. More information can be found here:

Apple Terms & Conditions: <https://www.apple.com/legal/internet-services/itunes/us/terms.html>

Apple’s Privacy Policy: <https://www.apple.com/legal/privacy/en-ww/>

The use of Google Play Store logos, access to the Google Play Store and downloading of the Community app is governed under Google's Terms & Conditions and Privacy Policy.

"Google Play and the Google Play logo are trademarks of Google LLC."

More information can be found here:

Google's Terms & Conditions: <https://policies.google.com/terms>

Google's Privacy Policy: <https://policies.google.com/privacy>

How do we use the information we collect

5. Vendors, service providers and other third party's

We redistribute information to vendors and other third parties to provide products and services such as technical infrastructure services, measuring the effectiveness of ads and services, providing customer service, facilitating payments or conducting academic research and surveys. These third parties must adhere to strict confidentiality obligations in a way that is consistent with Terms and Conditions and the agreements that we enter into with them.

One of the service providers we use is Akahu. We have a master services agreement with Akahu and the key obligations are as follows:

- (a) You agree to be joined as a mandatory user for the integrated service being the service provided by Akahu to you through integration with its technology. The Akahu technology includes all of its programs which provide its services in accordance with the Akahu ecosystem standards found at the link below:
<https://www.akahu.io/>
- (b) Your privacy is integrated into the previous subclause 5(a) and correlates with our privacy policy.
- (c) You agree to the full process around service registrations used by Akahu. All service registrations are subject to successful processing by Akahu, which shall be based on confirming the accuracy and adequacy of the registration information submitted by you. Akahu reserves the right to reject any registration:
 - a. where acceptance of such a registration would result in a breach of law/regulation/rule or is from a user known or reasonably suspected to participate in hacking or other misuse of Akahu's other services; or
 - b. where such rejection is based on any other reason agreed to by us.

Akahu is solely responsible for processing account access information by you (e.g. login names, passwords etc.) through the secure bank selector portal and passing the selected bank accounts you choose to have linked to CommUnity to allow calculation of transactions and group funding. Akahu is solely responsible for maintaining this bank selector portal and its relationships with NZ banks that Akahu have partnered with.

6. Sharing Your Content and Information with third parties

You own all of the personal content and information you give to us. In addition:

- For content that is covered by intellectual property rights, including, but not limited to, credit or debit card numbers and other card information (IP content), you specifically give us the following permission: You grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use, as we see fit, any IP content that you have provided to us and any related IP content (IP License) at any time.
- We respect your privacy, and your agreement with us will control how we can use, store, and transfer that content and information.

7. **Personal Information**

We do not share information that personally identifies you (personally identifiable information is information such as a name or email address that can by itself be used to contact you or identify who you are) with advertising, measurement or analytics partners unless you give us permission. We may provide these third parties with information about the reach and effectiveness of their advertising without providing information that personally identifies you, or if we have aggregated the information so that it does not personally identify you. For example, we may tell a third party how many people utilised a particular product, used a specific payment method or provide non-personally identifying demographic information (such as 25- year-old female, in Madrid, has a Mastercard credit card) to these third parties to help them understand their audience or customers, but only after the third party has agreed to abide by our Terms and Conditions.

8. **Updates**

We may change these Terms and Conditions by uploading a revised version onto our website. This set of Terms and Conditions was last updated on 13th September 2021.

9. **Why do we use cookies?**

Cookies help us provide information to third-party's that assist them to improve their services. While the cookies that we use may change from time to time as we improve and update our services, they generally fall into the below categories of use:

Authentication

We use cookies to verify your account and determine when you're logged in so we can make it easier for you to access our services and show you the appropriate experience and features.

For example: We use cookies to keep you logged in as you navigate through our pages on our website. Cookies also help us remember your browser so you do not have to keep logging into your account and so you can more easily log into your account via third-party apps and websites.

Security, site and product integrity

We use cookies to help us keep your account, data and our services safe and secure.

For example: Cookies can help us identify and impose additional security measures when someone may be attempting to access your account without authorisation, for instance, by rapidly guessing different passwords. We also use cookies to store information that allows us to recover your account in the event you've forgotten your password or to require additional authentication if you tell us your account has been hacked.

We also use cookies to combat activity that violates our policies or otherwise degrades our ability to provide our services.

For example: Cookies help us fight spam and phishing attacks by enabling us to identify computers that are used to create large numbers of fake accounts. We also use cookies to detect computers infected with malware and to take steps to prevent them from causing further harm.

Measurement

We also use cookies to help measure the performance of services for third party's that require information surrounding product use.

Cookies also allow us to provide insights about the people who use our service, as well as, the people who interact with our services.

Analytics and research

We use cookies to understand better how people use our services.

For example: Cookies can help us understand how people use our online services and analyse which parts of their services people find most useful and engaging.

10. When our Privacy Policy applies

Our Privacy Policy applies to all of the services offered by us but excludes services that have separate privacy policies that do not incorporate our Privacy Policy.

Our Privacy Policy does not cover the information practices of other companies and organisations who advertise our services, and who may use cookies, pixel tags and other technologies to serve and offer relevant ads.

11. Cancellation

Community Merchants who wish to cancel their registration from the CommUnity program are required to submit a cancellation request via email to support@comm-unity.kiwi.

CommUnity will cancel the account (profile) from the admin portal. No refund of the annual 'Listing Fee' will be issued to any Merchant for the remaining time left from the paid annual renewal date.

The Merchant's percentage contribution will continue to be calculated from each CommUnity member's purchases until the end of the subscription period. Merchants will still be able to log into the account, view dashboard data, upload promotions and update their profile. Once the annual renewal date has passed and the Merchant has not renewed by submitting payment for the annual listing fee, the account will be de-activated. Once de-activated, merchant users will not be able to access their account and percentage contributions will no longer be calculated and submitted to the member's community groups they have selected.

CommUnity Groups who wish to cancel their registration from the CommUnity program are required to submit a cancellation request via email to support@comm-unity.kiwi.

Once CommUnity de-activates the CommUnity Groups account, funds raised will no longer be deposited into the registered group's bank account. CommUnity members who have selected the CommUnity group that has been cancelled will be notified and will be asked to select another group to support in its place.

User Policy

1. By registering to become a CommUnity User, you accept these terms and conditions.
2. A CommUnity User may be a Member, a Community Group or a Merchant, all registered with CommUnity.
3. You may not assign your rights and obligations under these terms and conditions without the prior written consent of CommUnity.
4. Once you become a CommUnity User, a legally binding contract becomes formed which is enforceable.
5. New Zealand law governs all matters and the courts shall have non-exclusive jurisdiction regarding any proceedings.
6. CommUnity provides services as agreed between itself and Members, Community Groups and Merchants.
7. CommUnity is not party to the Member/Merchant contract.
8. CommUnity does not take any part in the contract for sale and purchase of goods or services between the Member and the Merchant and accepts no responsibility or liability for any issues which may arise between them.
9. CommUnity suggests you contact us first and we will do all we can to resolve any query or dispute as between us as soon as possible.
10. Your obligations are to comply with all applicable laws, keep your login information, including your pins and password, secret and secure, meet all your obligations under all applicable consumer legislation, not be involved in any dishonest, fraudulent or otherwise illegal purpose, and immediately notify CommUnity of any suspicious, fraudulent or unauthorised transactions.
11. CommUnity's rights and obligations are to receive all necessary documentation evidencing the services being provided and ensuring that the verification process has been completed to ensure a genuine transaction has been completed.
12. CommUnity can, in its sole discretion, action and notify you of its intention to suspend or cancel any transaction if CommUnity has any reason to suspect the transaction involves fraud, money laundering or financing of terrorism.
13. Fees, if any, are as agreed between the parties.
14. Notwithstanding any other terms of this agreement you agree that, to the maximum extent permitted by law, any and all liability and responsibility of CommUnity to you or any other

person under or in connection with these terms and conditions, any other user's act or omission, or your use of or inability to use the services offered, is excluded regardless of whether such liability arises in contract, tort (including negligence), equity, breach of statutory duty or otherwise. CommUnity's liability and responsibility is excluded in respect of any and all loss or damage, whether direct or indirect, including without limitation, loss of profits, loss of data, loss of business or anticipated savings, general and special damages, and consequential and incidental loss.

15. By using this service, you agree to indemnify CommUnity from and against all actions, claims, costs (including legal costs and expenses on a solicitor and client basis), CommUnity may have to any person arising out of or in connection with your failure to comply with these terms and conditions.
16. Force Majeure: CommUnity has no liability for any lack of performance, or for any failure of CommUnity to comply with these terms and conditions where the same arises from any cause reasonably beyond CommUnity's control.
17. If CommUnity does not exercise or enforce any right available to us under these terms and conditions, it does not constitute a waiver of those rights.
18. Nothing in these terms limits any rights you may have under the Consumer Guarantees Act 1993, the Fair Trading Act 1986, or any other applicable legislation. The Contracts (Privity) Act 1986 applies.
19. CommUnity may in its sole discretion suspend or terminate any user of its service immediately upon notice. Upon such termination or suspension you will not hold out or represent that you are a user of CommUnity services or have any relationship with it and you will immediately cease using CommUnity's Intellectual Property.
20. All notices and other communications will be made to us to our email address.
21. In these terms and conditions, unless the context requires otherwise:
 - Business Day means any day of the week, other than Saturday, Sunday and New Zealand public holidays.
 - Community Group means a group which registers with CommUnity and is eligible to receive the benefits generated by CommUnity's services.
 - CommUnity Merchant means a retailer, business or service provider who is registered as a merchant with CommUnity.
 - Member means individuals who register with CommUnity and use its services by directing where the funds each person generates are to be forwarded (those funds must be forwarded to a registered Community Group).
 - Website means www.comm-unity.kiwi.
 - You or Your is a reference to Merchants, Community Groups or Members.