

PRIVACY POLICY

1 Definitions

Add-on Subscription means any subscription for the Services that is provided by the Company from time to time in addition to the Basic Package Subscription.

Basic Package Subscription means the subscription for the Services that the Company deems from time to time to be included in the basic package.

Company means Linc-Technologies Limited.

Data is any data inputted into the Website or Services by You or inputted on Your authority.

Registered User means a person who has completed the registration requirements and is a user of the Website and includes a Subscriber.

Services, Service or Software (where referenced) means the use of the Website and provision by the Company of its information sharing, information viewing, back office, support and training services and software (as may be changed from time to time by the Company).

Subscriptions means the Basic Package Subscription and each Add-on Subscription.

Subscriber means the organisation or person who has subscribed for the relevant Subscription(s).

You and Your means you as a user or Subscriber of the Services, or where the context permits, includes any entity, person or organisation on whose behalf You register or authorise to use the Services.

Website means the website at the domain www.linc-ed.com or any other Website operated by the Company.

2 Ownership of Data

2.1 Other than any non-personally-identifying and aggregated usage information, obtained and processed by the Company, Your information and Data remains the property of You and the Company will not make any of this specific information available to any other person without Your permission.

2.2 By accessing the Website you consent to make available any of Your information and Data available to the Subscriber, and grant a licence for the Company to use, copy, transmit, store and backup your Data for the purposes of enabling you to access and use the Services and for any other purpose related to the provision of Services to You.

3 Access to Data

3.1 For the duration of the relevant Subscription, Your Data is stored securely in a database and is only accessible to the Company and its agents, You, the Subscriber and any other Registered User that You have made that Data available to.

3.2 A user name and password is required in order to access Your Data. It is Your responsibility to keep the passwords safe. It is Your and the Subscriber's responsibility to ensure that any person that uses the relevant Services has permission to view Your Data.

3.3 You have the right to access or correct any Data. This may be done via the Website.

3.4 Upon Your request, the Company will provide You with a full export of Your Data in a common file format determined by the Company. A charge may apply.

3.5 Your Data may be permanently deleted by the Company after cancellation of the relevant Subscription or at the relevant Subscriber's request, and will not be recoverable.

4 Collection of Data Monitoring

4.1 The Company may at any time:

- (a) collect and monitor any of Your Data;
- (b) access, obtain and process Your specific system usage history; and
- (c) access, obtain and process non-personally identifying and aggregated usage information, for the purposes of:
 - (a) monitoring use and performance of the server, Website and the Services;
 - (b) publishing reports relating to non-personally-identifying and aggregated usage information;
 - (c) promotion and marketing of the Services;
 - (d) regulating Data content; and
 - (e) other internal purposes of the Company.

4.2 The Company utilises "cookies" and other technical measures which enable the Company to monitor traffic patterns and to serve You more efficiently if You revisit our Website. A cookie does not identify You personally or contain any other sensitive information about You, but it does identify Your computer. You can set Your browser to refuse cookies or notify You when you receive a cookie and this will provide You with an opportunity to either accept or reject it in each instance. However, the Company utilises cookies for authentication and cookies will need to be enabled to use the Services and certain features of the Website may not function properly without that aid of cookies.

4.3 The Company and any of its authorised agents will collect the Data. The Company's address is Level 1, 161 Burnett Street, Ashburton 7700.

4.4 The Website uses Google Analytics, a web analytics service provided by Google, Inc. (**Google**). Google Analytics uses "cookies" to help the Website analyze how users use the site. The information generated by the cookie about Your use of the website (including Your IP address) will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating Your use of the Website, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate Your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser, however please note that if you do this You may not be able to use the full functionality of the Website. By using the Website, You consent to the processing of data about you by Google in the manner and for the purposes set out above.

4.5 The Website uses the Google AdWords remarketing service to advertise on third party websites (including Google) to previous visitors to Our site. It could mean that We advertise to previous visitors who haven't completed a task on Our site. This could be in the form of an advertisement on the Google search results page, or a site in the Google Display Network. Any Data collected will be used in accordance with Our own privacy policy and Google's privacy policy.

5. Data is sent across the internet

5.1 The Company's servers have security certificates so all Data transferred between You, each Registered User and the Company's server is encrypted. However, the internet is not in itself a secure environment. You should only enter, or instruct the importation of, Data to the Website within a secure environment. This means that Your browser must support the encryption security used in connection with the Company's servers.

5.2 The Company stores Your Data in the location the Company considers will give You the most efficient access from wherever in the world You may be. Access and storage controls via the Software and the Website are however administered by the Company in New Zealand as the holder of that Data.

5.3 Where You input Data from somewhere other than the country where the Data is stored or to be stored, You consent to that Data being transferred from one country to the other (including via any intermediate country) as a function of transmission across the internet.

6 Email communications

The Company sends via email:

- (a) billing information, product information, service updates and regular customer newsletters to the Subscriber; and
- (b) notification of factual information to all Registered Users to assist with the operation of the Services.

7 Third-party websites

The Website may contain links to third-party websites. The Company takes no responsibility for the privacy practices or content of these websites.

8 Policy may be updated

The Company reserves the right to change this policy at any time and any amended policy will be posted on the Website and be effective from the time the Company posts it.

9 Terms of use

All use of software available on this website is subject to the Company's terms of use. In the event of a conflict or disagreement between this privacy policy and the terms of use, the terms of use will prevail.