



MyiD Terms of Use

Effective Date - This policy was last updated on January 27, 2010.

www.myid.co.nz ("MyiD" or the "Site") is operated by The Business Store Limited ("we", "us" or "The Business Store") and is designed to be a fun, entertaining, and informative Site for MyiD participants.

This Terms of Use sets out the rules and conditions that apply to your use of the Site or any of our services or features. It is a condition of your use of this Site that you agree to the terms hereof and the **Privacy Policy** in their entirety, creating a contract between you and The Business Store. It applies to all users of the Site. By use of this Site, communications to or with us or use of any of our services, you are agreeing to these terms. If you do not agree with any of these terms or our **Privacy Policy**, please exit our site and do not use our services or Site or submit information to us in any way.

In this Terms of Use "you" or "your" means any individual using the Site, and for any user under the age of 16 also includes such individual's parent or legal guardian supervising their on-Site activities and use.

Permitted Users

Use of the Site is void where prohibited by applicable law. Any registration by, use of, or access to the Site by anyone under 16 without the express consent of a parent or guardian is unauthorized, unlicensed and in violation of these Terms of Use. Any registration by, use of or access to the Site by anyone who resides outside of New Zealand is unauthorized, unlicensed and in violation of these Terms of Use.

BY USING THE SITE, YOU REPRESENT AND WARRANT THAT YOU ARE EITHER 16 YEARS OF AGE OR OLDER OR HAVE RECEIVED PARENT OR GUARDIAN CONSENT AND RESIDE IN NEW ZEALAND.

Amendments and Special Terms

We may amend or supplement this Terms of Use at any time and from time to time. Please check this Terms of Use each time you access and use the Site so that you will understand the terms that apply to your visit and use of the Site. Sometimes we have special terms of use that apply to a feature, service or activity (such as a promotion or contest). If a special term of use applies, it will be noted in connection with that feature, service, or activity and will form a part of this Terms of Use.

We may change or discontinue the Site, any features or services at any time or from time to time, in any way, for any or no reason, in our sole and absolute discretion. We also reserve the right to suspend or terminate your account and your ability to use all or any part of the Site, our features or services or participate in any Site activities for failure to comply with this Terms of Use, our Privacy Policy, or any special Terms of Use related to a particular feature or service, or for any other reason whatsoever in our sole and absolute discretion. We also reserve the right, but disclaim any obligation or responsibility, to remove, monitor, flag or modify any user-generated content (as defined below) for any and all reasons set forth herein, in any modification hereof, in our Privacy Policy as in effect from time to time or otherwise in our sole and absolute discretion.

Permitted Use and Rights

The entire contents of the Site, including text, design, look and feel, interactives, compilations, arrangement and placement, videos, animations and images, games, information, materials,



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Accounts and Registrations

Certain activities, services, information, and materials provided by us on or through the Site, our features or services may be accessed and used without your having to register at the Site. Some features, services and access require that you create a free registered account with us. You agree to provide, maintain and update your e-mail address and any other information about yourself requested during the registration process. You agree to provide true and accurate information about yourself in the registration form and shall inform The Business Store promptly about any changes relevant to the registration (e.g. change of name or e-mail address).

You agree not to impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person's username, e-mail, password, or other account information, or another person's name, likeness, image, or photograph. You also agree to promptly notify us of your username, password, other account information, or any other breach of security that you become aware of involving or relating to the Site, our features or services.

The Business Store shall be entitled to deny access to password protected features or account by blocking your User ID and password, suspending or shutting your account at any time without notice for any reason whatsoever in our sole and absolute discretion.

Safety and Security

We recommend that parents and legal guardians take an active role in their child's use of the Internet and online services and recommend that any minor using our site advises their parents and legal guardian of that fact.

You acknowledge that the Site will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose information or materials in our possession or otherwise disclose information in our possession for the safety, security and well-being of certain entities and individuals as more fully disclosed in our Privacy Policy.

In addition, you agree not to use the Site or any of its services, features or functions to:



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- harvest or collect e-mail addresses or other contact information from the Site by electronic or other means for the purposes of sending unsolicited e-mails or other unsolicited communications;
- use the Site in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Site;
- use automated scripts to collect information from or otherwise interact with the Site;
- upload, post, transmit, share, store, communicate or link to or otherwise make available any content or media of any type that we deem (in our sole and absolute discretion) to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;
- register for more than one user account, register for a user account on behalf of an individual other than yourself, or register for a user account on behalf of any group or entity;
- impersonate any person or entity, access their account without their authorization for any purpose or posing as such person or falsely state or otherwise misrepresent yourself, your age, your country of residence, your e-mail address or your affiliation with any person or entity;
- upload, post, transmit, share or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- upload, post, transmit, share, store or otherwise make publicly available on the Site any private information of any third party, including, without limitation, postal addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- upload, post, transmit, share or otherwise make available any material that contains software viruses, malware or any other computer code, functions, features, files or programs designed to interrupt, destroy or limit the functionality of or monitor any computer software or hardware or telecommunications equipment;
- intimidate, annoy, embarrass, threaten, extort or harass another;
- upload, post, transmit, share, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, national, or international law;
- use or attempt to use another's account, service or system without authorization from the individual and us, or create an account using a false identity on the Site.
- upload, post, transmit, share, store or otherwise make available content that (in our sole and absolute discretion and judgment) is objectionable or which restricts or inhibits any other person from using or enjoying the Site, or which may expose us, our users, the public or any of our licensees, agents or Indemnified Parties to any harm, embarrassment or liability of any type.

You are responsible for maintaining the confidentiality of your account, and for all activities that occur through the use of your account. We are not liable for any loss or damage arising from your failure to secure your account, user name and password.

Your user name and password give you access to the registered services and your account. If your user name or passwords are shared with or accessed by others without your authority, you and your account will be vulnerable to misuse. Therefore, you should select a password that is "easy to remember, but hard to guess" to protect your account from unauthorized use or takeover. Many types of cyberharassment and cyberbullying start with the misuse of the target's password and account. So choose it wisely and guard it carefully. If you believe that your user name and password



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or account have been compromised, report that to us immediately by contacting the Privacy Officer on the contact details listed below. We may require that you provide proof of identity and account ownership before we take action on your report.

Privacy Officer

Email: privacyofficer@myid.co.nz

Facsimile: + 64 9 307 3567

Mail: P.O. Box 91208 Victoria Street West, Auckland, 1142, New Zealand

We have security processes, policies and procedures to help safeguard and prevent unauthorized access, use and/or disclosure of your personally identifiable information. Note that no processes, policies or procedures are foolproof and although we use reasonable efforts to safeguard the security of your account and personally identifiable information, transmissions and storage of account and personally identifiable information are vulnerable to attack and cannot be guaranteed to be secure.

User Accounts, points and scores, usernames and passwords are not transferable and have no cash value.

Links to Other Websites

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MyiD Programme Manager

Facsimile: + 64 9 307 3567

Email: manager@myid.co.nz

Mail: P.O. Box 91208 Victoria Street West, Auckland, 1142, New Zealand

General Provisions

If any provision of the terms or provisions of this Terms of Use shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. Furthermore, if any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision. The Site's failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the Site.

Your Comments

We are interested in receiving any feedback, comments or ideas you might have about us, the Site, our services, features and activities. Contact us at: feedback@myid.co.nz.

Suspension or Termination of Accounts or Prohibited Use of the Site



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We reserve the right to delete or suspend any account as we believe may be necessary (determined in our sole and absolute discretion) to protect the integrity of our Site, The Business Store or its affiliates, or the safety, privacy and well-being of our users, ourselves and third-party providers or members of the public or which has had no activity for a period of 90 days or more. If you do not want your account deleted for inactivity, make sure you use it on a regular basis.