

BOP CDEM CONTACTS APP

TERMS OF USE AND PRIVACY STATEMENT

The Bay of Plenty Civil Defence Emergency Management Application (the “app”) is owned and operated by Bay of Plenty Regional Council (“BOPRC”) acting on behalf of the Bay of Plenty Civil Defence Emergency Management Group (established pursuant to section 12 of the Civil Defence Emergency Management Act 2002) (“BOPCDEM”) in its capacity as the administering authority for BOPCDEM.

Acceptance of Terms

These Terms of Use and Privacy Statement (“Terms”) are a contract between you and BOPRC acting on behalf of BOPCDEM in its capacity as the administering authority for BOPCDEM (collectively, “we”, “us”, or “our”).

By creating an account and using the app, you agree to comply with and be bound by these Terms. Please review these Terms carefully. If you do not agree to these Terms, you should not create an account or use this app.

Purpose of the Application

The app is designed to provide a list of contacts accessible to BOPCDEM and all registered users of the app (“Users”) for emergency management purposes within the Bay of Plenty, including to coordinate and manage emergency situations within the Bay of Plenty and to support BOPCDEM, its local authority members, and its partner agencies in carrying out their respective roles in reduction, readiness, response, and recovery before, during and after an emergency (together, the “Purpose”).

Account Creation

To use the application, you are required to create an account and provide your legal name and contact details. You consent to your name and contact details (and any other personal information provided by you) being accessible to us and all Users. You further consent to being contacted by us and Users for the Purpose.

Your Representations and Warranties

Without limiting any other provisions of these Terms, you represent and warrant that:

- You are aged 18 or over and otherwise have legal capacity to validly accept these Terms.
- You are the person named in the account that you have created (i.e. you are who you say you are).
- The information you have provided in relation to your account registration is current, complete, and accurate in all material respects.

Your Obligations

Without limiting any of your other obligations as set out in these Terms, you acknowledge and agree that:

- You will only use the app and the information it contains for the Purpose, and you will not use it for any unlawful or discriminatory activities.
- You will not share or disclose the information contained in the App with any other third party, except to the extent strictly necessary to carry out the Purpose.
- You will not adapt, reproduce, store, print or publish any information contained in the App.
- You will ensure that the information held about you on the app is always up to date and accurate. You can update your information through your user account.
- You will notify us at EmergencyManagement@embop.govt.nz as soon as possible if you cease to hold a civil defence emergency management role and/or civil defence emergency management obligations, or if (for whatever reason) you are no longer the correct person to represent your organisation in the app. We may, at our sole discretion, terminate your account as soon as possible following receipt of this notification.

- You are responsible for maintaining the security of your username and password, and you will not share your username or password with any third party (including persons within your organisation). You are responsible for all activity which occurs on or through your account, whether authorised or unauthorised.
- You must change your password and advise us immediately either by calling [0800 884 882] or by email at EmergencyManagement@embop.govt.nz if you believe that your username and/or password has been used without authorisation or if you have reason to believe that the security of your password or the device on which you are accessing the app has been breached.

Without limiting any other rights available to us, any misuse of the application or violation of these Terms may result in the suspension or termination of your account.

Intellectual Property

We are the owner or licensee of all copyright, trademarks and other intellectual property rights in connection with the app, unless specified otherwise.

Our Obligations

- We will endeavour to provide the app with due care and skill, however we do not guarantee the availability or reliability of the app or the information contained therein.
- We (or our agent) will remedy any unavailability of the app as soon as reasonably practicable.

Privacy Statement

Your personal information provided for the purpose of the app will be held in accordance with the Privacy Act 2020 (“Act”) and in accordance with these Terms. The privacy statement below sets out how the app collects, uses, maintains, and discloses your personal information.

1. As above, you are required to create an account in order to use the app. During the account creation process, you will be required to provide your full name, organisation, and contact details. This information is required to ensure that the app can achieve its purpose. We may, acting reasonably, determine that additional information is required by the app to achieve its Purpose. If you do not provide the personal information requested, we will not be able to register you with an account as required to gain access to the app.
2. Your personal information will be used by us and other Users for the Purpose. We may also use your personal information for the purpose of operating and maintaining the app, complying with relevant legislation or regulations, and for other reasons that may be permitted by the Act (e.g. with your consent).
3. We respect the privacy of your personal information and will take all reasonable steps to keep it strictly confidential. Access to, and use of, your information is confined to us (including our officers, employees, contractors and agents) and other Users. Your personal information will not be provided without your consent to any other third parties except:
 - a. to third party contractors or service providers engaged to assist in relation to the maintenance or operation of the app;
 - b. to anyone authorised by you to receive it;
 - c. to lawyers, auditors and other professional advisors, but only to the extent necessary for the purpose for which any such advisor is being engaged; and
 - d. as otherwise permitted or required under any applicable law or regulation or in the course of legal proceedings or other investigations.
4. Your personal information provided for the purposes of the app is held and controlled by us. We will take reasonable steps to protect your personal information from misuse, loss, damage, or unauthorised disclosure. However, to the extent permitted by law, we will not be responsible for, and exclude all liability arising in relation to, any misuse, loss, damage, or unauthorised access of your personal information.
5. Your personal information will be stored within the app for as long as it necessary to achieve the purpose for which it was collected, taking into consideration our administrative requirements, and contractual and legal obligations.

6. You are entitled to contact us at any time to request deletion of your account and/or any personal information we hold about you. Please send an email to EmergencyManagement@embop.govt.nz with your user email address.
7. You are entitled to contact us at any time to confirm any personal information we hold about you and to access and/or correct that information. Please send an email to EmergencyManagement@embop.govt.nz with your user email.
8. If you have a complaint about how we have dealt with your personal information, you can contact us at EmergencyManagement@embop.govt.nz or you can make a complaint to the Privacy Commissioner. Further details on how to do this are available from the [Office of the Privacy Commissioner website](#).
9. Nothing in these Terms affects your rights under the Act. Further information about the Act and how it protects the personal information of individuals in New Zealand is available from the [Office of the Privacy Commissioner website](#).

Limitation of Liability

The app is for your use 'as is'. Your use of or reliance on the app and the information contained therein, is at your own risk.

To the maximum extent permitted by law, we exclude all liability to you and any other third party for any damage, loss, costs (including legal costs), or expenses of any kind which arise (either directly or indirectly) as a result of, or in connection with, your use of the app.

If, notwithstanding the foregoing, we (or any of our respective officers, employees, partners or agents) are found to be liable to you or any other third party for any damage or loss which arises as a result of your access or use of, or inability to access or use, the app, any such liability shall not exceed \$100.00.

Legal and Regulatory Requirements

We are entitled to take all actions in relation to the app and the information contained therein that may be reasonably necessary or prudent to comply with any legal or regulatory requirement or to comply with the reasonable request of any regulatory authority. We will not incur any liability to you as a result of any actions taken by it pursuant to this clause.

Governing Law

These Terms shall be governed, construed, and enforced in accordance with the laws of New Zealand.

Amendment of Terms

We reserve the right to amend these Terms at any time. All amendments will be posted on the app. You are expected to check these Terms regularly for changes.

Contact

If you have any questions or concerns about these Terms, please contact us on [0800 884 882] or by email to EmergencyManagement@embop.govt.nz