

Terms of Use

<p><u>TERMS AND CONDITIONS</u></p> <p>These are the terms and conditions of use for The National Foundation for the Deaf ("The Foundation") website.</p> <p>Acceptance of Terms</p> <p>These terms are for the web pages of The National Foundation for the Deaf ("The National Foundation for the Deaf Inc.", "The Foundation", "we", "our" or "us"). We are the owner of the site, located at www.nfd.org.nz ("website", "NFD", "site") and these terms apply to the entire contents of this website. You are the website visitor ("you" or "your") and your use of this website means you agree to, and become bound by these terms, so please read them carefully. If you do not agree to all the terms, then you may not access the website or use the content or any services in the site. Your continued use of this website indicates that you accept these terms in full.</p> <p>Modifications of Terms</p> <p>The Foundation reserves the right, at its sole discretion to modify or replace the terms at any time. If the alterations constitute a material change to the terms, The Foundation will notify you by posting an announcement on the site. What constitutes a "material change" will be determined at The Foundation's sole discretion, in good faith and using common sense and reasonable judgment. You should check to see if these terms have been revised from time to time because they are binding on you in their current form and in any revised form once posted here.</p>	<p><i>Please read our simplified translation. It's for your convenience only, and not legally binding.</i></p> <p><i>You are required to read, understand and accept these terms and conditions so you can use the nfd.org.nz website or create a membership account.</i></p> <p><i>Changes to the terms can occur at anytime, but we will let you know on the website of any major changes.</i></p>
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ACCESS AND AVAILABILITY

Access and Availability

The Foundation's website is intended for use in New Zealand only and we do not claim that this website or any part of it is appropriate for use outside of New Zealand.

All reasonable measures are taken by us to ensure that this website is operational all day, every day. However, if this website is unavailable at any time, we will not be liable. Neither does The Foundation guarantee that the Services will be error-free, free of defects, free of viruses or other harmful components.

Where possible we always try to give advance warning of maintenance issues that may result in website down time but we shall not be obliged to provide such notice.

The Foundation shall not be responsible or liable under any circumstances if for any reason this website is unavailable at any time or for any period.

Description of Service

The Foundation may offer to provide certain services and content (Services), subject to the terms. Services shall include, but not be limited to, any service The Foundation performs for you, including the forum facility, as well as content displayed, transmitted or performed on the website or through the Services (including, but not limited to text, user comments, messages, information, data, graphics, articles, webinars, images, videos, illustrations, also known as the "Content").

The Foundation may change, suspend or discontinue the Services including any Content for any reason, at any time, including the availability of any Service or Content. The Foundation may also impose limits on certain Services and Content or restrict your access to parts or all of the Services and Content without notice or liability.

We are based in New Zealand. We try to keep the website error free and running every day, but we are not responsible if there are any problems.

We allow you to create accounts and access the Services. We could change or discontinue the services and content in the future.

<p>Registration</p> <p>You will be able to access most areas of this website without registering any of your details with us. However, if you want to access the Services to enable you to fully interact with this website, you are required to register with The Foundation and select a screen name and password. You agree to provide The Foundation with accurate, complete and updated registration information. Failure to do so shall constitute a breach of the Terms, which may result in immediate termination of your account. On The Foundation's website, you may not:</p> <ul style="list-style-type: none"> • Select or use a User ID that is the name of another person with the intent to impersonate that person • Use as a User ID a name subject to any rights of a person other than you without appropriate authorisation • Use as a User ID a name that is otherwise offensive, vulgar or obscene. The Foundation reserves the right to cancel such registration <p>Services are available to anyone. If younger than 16 years old, a parent or guardian over the age of 16 years must give their permission to The Foundation and their details registered. If you are under 16 years old, do not attempt to register for membership or use the Services.</p> <p>In addition, you also agree to notify us of any changes to the registration information, to ensure that it remains accurate at all times. We reserve the right to refuse you access to this website if any information provided by you is inaccurate.</p> <p>Passwords</p> <p>Certain parts of this website may only be accessed using a password. We agree to issue you with one; however, we are under no obligation to do so and reserve the right to refuse you a password without reason. You will be responsible for maintaining the confidentiality of any password issued to you and you agree not to share or transfer your password to any other person.</p>	<p><i>To fully use the Web site, you need to create your own account, using your own details. If you use a User ID, it must not violate other people's rights.</i></p> <p><i>If you are under 16 years old, ask a parent to register for you.</i></p> <p><i>Let us know if your details change and we will update your information.</i></p> <p><i>You must not share your password to The Foundation website with anyone else.</i></p>
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FORUMS

Forum User Conduct

The Foundation has provided a forum facility and welcomes and encourages the exchange of views and ideas between users of this website. We cannot ensure the accuracy, completeness or usefulness of any information posted using the forum facilities nor do we accept any responsibility for the contents of any message. Any message posted expresses the views of the author of that message only and not necessarily our views.

Please remember that The Foundation forum is a public place and any information you disclose on the website becomes public information and can be used by people you do not know. We advise you to avoid posting private or personal information in the forums as any such disclosures are at your own risk.

As a condition of use, you promise to use good standards of conduct when using the forum and not to use the Services for any purpose that is unlawful or prohibited by these terms, or any other purpose not reasonably intended by The Foundation. Before any forum facilities are made available through this website to you, you agree to abide by the code ("Code") which is now set out in full below.

Forum Code of Conduct

Users of this forum facility must not post or transmit material which:

- is or is likely to be, abusive, discriminatory, hateful, false, sexually orientated, inaccurate, threatening, blasphemous, defamatory, obscene, indecent, seditious, offensive, pornographic, harassing, profane, invasive of a person's privacy, liable to incite racial hatred, menacing, scandalous, inflammatory, in breach of confidence, or which may cause annoyance or inconvenience or otherwise be a breach of the law
- is copyrighted material unless the copyright is owned by the user or unless the user has the right of publicity or other proprietary right, or express permission from the owner

Be nice, be respectful and follow the rules when posting to the website.

The forum is a public place so be careful about posting personal information about yourself.

You cannot post anything that is illegal, discriminatory, disrespectful, offensive or obscene on the site. And no swearing or sending spam.

You also cannot post any protected content without permission from the owner first.

<ul style="list-style-type: none"> • is or encourages conduct that would be considered a criminal offence, violates any laws in your jurisdiction (including but not limited to copyright laws), or would otherwise be contrary to the law of or infringe the rights of any third party, in New Zealand or any other country in the world • would cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any of The Foundation's users • forms an advertisement, chain letter, pyramid scheme or any other form of solicitation • creates or submits any unwanted email ("Spam") to The Foundation users or any URL • would be technically harmful (including, without limitation, hacking, the introduction of computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data) • would, with the exception of accessing RSS feeds (if available), use any robots, spiders, scrapers or other automated means to access the website for any reason without The Foundation's express written permission • would interfere with or attempt to interfere with the proper working of the website or any activities conducted on the website, including any action that imposes an unreasonable or disproportionately large load on our infrastructure or bypasses any measures we may use to prevent or restrict access to the website • is an attempt to impersonate another user or person • is selling or otherwise transferring your profile • would share your login details and password with third parties. <p>The Foundation does try to monitor a proportion of the messages and information posted using this forum facility, to ensure that the Code is being complied with. We cannot confirm the validity of information contained within any message posted to the forum facility.</p>	
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<p>We will remove any messages and information that we find objectionable, posted on our website, in a timely fashion. If you consider any posting breaches our code, please let us know by emailing us on enquiries@nfd.org.nz.</p> <p>The Foundation reserves the right, but has no obligation, to monitor disputes between you and other users. We are not obliged to, but we have the right, to remove, edit or move, any material posted to the forums at any time.</p> <p>You are totally responsible for your use of and participation on this website and The Foundation shall not be responsible or liable under any circumstances for any direct, indirect, incidental, special, consequential or other damages arising out of or in any way related to article comments or forum posts on this website. You also acknowledge that your use of or reliance on the information posted by other users in article comments or forums is at your own risk.</p> <p>By posting material on The Foundation's forum facility, you grant The Foundation a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, edit, modify, adapt, publish, translate, communicate to the public, perform and display the submitted content (in whole or in part) worldwide, at not cost to The Foundation, for the full term of any rights that may exist in the content.</p> <p>The Foundation can remove any Content and www.nfd.org.nz accounts at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content), or for no reason at all.</p> <p>Co-operation with Authorities</p> <p>If requested or directed, we will give law enforcement authorities and any court orders access to the website Services and Content for the purpose of disclosing your identity, address details, postings and other information on this website.</p> <p>You are solely responsible for the content of any messages you post using this forum facility and you agree to indemnify us in respect of any costs, expenses, losses, damages or claims arising from the transmission and posting of your messages and information.</p>	<p><i>Anything written that is not okay will be removed, so keep it clean and legal.</i></p> <p><i>Anything you post on the forums can be used freely by us.</i></p> <p><i>We can remove any content at any time for any reason</i></p> <p><i>You are responsible for your own messages. If the Police ask for information about you, we will give them your details.</i></p>
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<p><u>UNDER 16 YEARS OLD</u></p> <p>Protection of Children</p> <p>The Foundation welcomes minors under the age of 16 to use the Services but parental or guardian consent must be obtained first. The Foundation will not knowingly collect, use or disclose personally identifiable information from a minor under the age of 16, without obtaining prior consent from a parent or guardian. Should a child whom we know to be under 16 provide personally identifiable information to us, we will use that information only to respond directly to that child to inform him or her that we must have parental consent before receiving information about him or her.</p>	<p><i>We welcome you to join in the forum if you are under 16 years old, but you need to get your parents to set up an account first, so you can become a member.</i></p>
<p><u>LINKS TO AND FROM OTHER WEBSITES</u></p> <p>The Foundation's website provides, or third parties may provide, links to other World Wide Web sites or resources. We do not control, endorse, make any representations, or take responsibility for any results or content on these websites or resources, and if you decide to access them, you do so entirely at your own risk. If you use these links, you will leave this website.</p> <p>You may not link websites that contain content that is offensive, distasteful, controversial, illegal, or infringes the rights or intellectual rights of any person or entity. The Foundation is not responsible or liable for any content, advertising, products, resources or materials on or available from such sites. The Foundation is not responsible or liable, directly or indirectly, for any damage or loss caused to you in connection to your use or reliance on the content or resources available on such sites.</p> <p>You may link The Foundation's website to other World Wide Web sites provided you do not change, distort, replicate or alter the appearance or trade marks on our website. You may not give false information or misrepresent your relationship with The Foundation or imply that we are endorsing any products or services.</p>	<p><i>If forum users post other website links, we are not responsible for where those links lead to.</i></p> <p><i>You can link The Foundation's website to other sites, but you cannot change anything or say anything untrue about us.</i></p>

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You cannot use anything from our website for commercial purposes, and you may not change, sell, or in any way exploit anything you find there.

If you aren’t sure of anything, ask us on enquiries@nfd.org.nz

DISCLAIMERS

Incorrect information

The information provided on this website is intended to provide general information to the public and all reasonable measures have been taken to ensure that the information set out in this website is accurate. However, visitors to this website are advised that:

We endeavour to ensure that the information on this website is correct, but we take no responsibility for the accuracy and completeness of the material on this website. The Foundation may change, delete, add to, or otherwise amend information contained on this website without notice and at our discretion. We make no commitment to updating any out of date material on this website.

The information provided does not replace or alter the laws of New Zealand or any other official guidelines or requirements.

Before relying on any information in this website users should independently verify its relevance for their purposes.

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Medical and Disability information

Any medical or disability information on this website is for your information only. None of the information presented or referred to is intended as professional medical, disability or legal advice and does not replace consultation with a qualified professional practitioner.

We do not recommend or endorse any medical or disability product, test, trial, service or information on this website. We are not liable for any of your actions or inactions or any consequences as a result of you taking any information, services and material posted on this website.

We try to make sure the information on the website is correct, but we are not liable for anything you do with the information or any effects it has on you.

You might find information about treatments or cures on the website, but go to your doctor or professional specialist first before trying anything you read about.

<p>Important notice</p> <p>You should always seek professional medical, disability or legal advice before making any decision that may affect you. Your needs should be properly assessed before making any decision about products reviewed on this website.</p> <p>The Foundation advocates against discrimination of any kind, and are not responsible or liable for anything on the website that is discriminatory. If you experience any medical or disability discrimination on this website, we advise you to seek independent legal advice from a qualified legal practitioner. If you experience any discrimination of any kind when using our website, we request tell us immediately by contacting us on enquiries@nfd.org.nz.</p> <p>Products</p> <p>The Foundation may review, provide information or post products on the website to help you make informed choices. We are not responsible or liable for any consequences as a result of indirect or direct action or inaction taken by you with regard to these products.</p> <p>Forums</p> <p>The Foundation has provided a forum facility and we welcome your reasonable exchange of views and ideas. You acknowledge that The Foundation has no control over or duty to take any action over who uses the forum, what Content is posted, how you interpret or use the Content or any actions you take as a result of being exposed to the Content. We endeavour to monitor the website regularly, however The Foundation is not liable or responsible for the accuracy, legality, copyright compliance, or decency of the materials posted or any Content acquired or not acquired through the website or Services. For further information read our “Forum Code of Conduct”.</p>	<p><i>We are not liable in any way for any information or “cures” you find on our website.</i></p> <p><i>Discrimination is not okay, so please contact us if you feel you are discriminated against.</i></p> <p><i>We are not responsible for any products or information you find on the website.</i></p> <p><i>We cannot control who uses the forums and what they post, but we will do our best to keep it friendly and a great place to visit.</i></p>
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<p><u>LIMITATION OF LIABILITY</u></p> <p>In no event shall The National Foundation for the Deaf and any of its officers, directors, employees, agents, suppliers or any other party be liable or responsible for any kind of loss or damage to you or a third party under contract, tort (including without limitation negligence, contract or otherwise), strict liability, negligence or other legal theory with respect to this website, the service or any content for any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, or any indirect, incidental, punitive or consequential damages of any kind whatsoever. This includes any connection with use or inability to use this website, the website Services and Content, including links to other websites and their content, loss or damage to your computer data, equipment, software or other property, the need for servicing, repair or correction of equipment, software or data, as a result of browsing, downloading or virus infection linked to this website. The Foundation is not liable for any and all direct, indirect or consequential loss or damages that result from your use of this website.</p>	<p><i>We are not liable or responsible for any damages caused to you by using our website.</i></p>
<p><u>PRIVACY AND DATA COLLECTION</u></p> <p>Data protection statement</p> <p>Your privacy is important to The Foundation. When dealing with information, The Foundation must comply with the relevant information legislation, such as the Official Information Act 1982 and the Privacy Act 1993.</p> <p>Under the terms of the Privacy Act 1993, we inform you of the purpose for which your personal information will be used by us and your rights in respect of that information.</p> <p>The Foundation will hold all information you provide in accordance with the Privacy Act 1993. The Information Privacy Principles contained in the Privacy Act 1993 regulate how we collect, use, disclose, access, correct, manage and dispose of personal information. The Foundation will take all reasonable technological and organisational precautions to prevent the loss, misuse or alteration of your personal information.</p>	<p><i>We keep the information you provide us with and we do everything we can to keep it safe.</i></p>

<p>What we collect</p> <p>We collect and use your personal information to communicate with you and tell you about our charitable work for the deaf and hard of hearing. The personal information we may collect is your email address, your name and your address and your telephone number. Demographic information such as your age, gender, your profession, any disabilities you suffer from and what assistive devices you use for your disability or information about anyone you know who has a hearing disability may also be collected.</p> <p>We may also collect information about your visit to our website, including the pages you view, the links that you click on and other actions taken within our website. We also collect certain standard information that your browser sends to every website you visit, such as your IP address, browser type and language, access times and referring Website addresses.</p> <p>Why we collect information</p> <p>You may browse and access information contained within this web site without providing any personal information.</p> <p>However, any information you submit to us using the electronic forms on this web site for queries or to sign up for our newsletter, or any other information that you choose to send to The Foundation, will be collected and used for the purposes of:</p> <ul style="list-style-type: none"> a) Providing a response to questions asked through the website. b) Analysing non-personalised statistics about the use of our web site to continually monitor and improve it and our service to you. c) Notifying you of any events, fundraising activities or campaigns that we are running and asking for your support with these d) Providing information, assistance, advice, services or products to you that you have specifically asked for from us. e) Keeping you informed of developments. 	<p><i>We use your information to keep you informed of new developments or information and what we are doing.</i></p>
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Who we share your information with

We do not sell, rent, lease or disclose your personal information we collect about you to any third parties without firstly obtaining your explicit consent.

We may share your information with other like-minded organisations so that they may send you information that might be of interest to you, but we will only do so after obtaining your explicit consent.

We may also share your information with those companies that we contract with to provide services on our behalf, such as handling the printing, processing and delivery of mailings, processing online financial transactions, or analysis of the data we collect.

We will only provide these companies with the personal information they require to deliver these services to you and on the understanding that your personal information is maintained confidentially and securely and that it is used only for purposes that you have consented to.

Log Files

Like most websites we generate log files to analyze trends, track site traffic, and gather broad information for aggregate use. These logs include Internet Protocol (IP) addresses, browser types, Internet Service Providers (ISP), platform types, date/time stamps, etc. This information recorded in our log files is not linked to your personal information.

Third Party Intermediaries

We use a trusted credit card processing company for any donation you make to The Foundation. The company acts solely on the behalf of The Foundation and may not retain, share, store or use personal information for any secondary purposes.

Control of your personal information

The information that we collect about you will not be disclosed to any other party in a form that will identify you, unless you have consented to such disclosure, or where such disclosure is required or permitted by the Privacy Act 1993 or otherwise as required or permitted by law.

*We will not sell or share
your information unless we
ask you first*

*If you make a donation,
we keep your credit card
details safe.*

<p>The website contains links to other sites. The Foundation is not responsible for the privacy policies or practices of these sites.</p> <p>You are entitled to access and correct the personal information we hold about you at any time. To view any personal information held by us, or if you have any concerns about personal information that we hold and wish to request its correction, please email us on enquiries@nfd.org.nz. You can also request to be removed from any mailing list or similar service by emailing this address.</p> <p>Otherwise, you consent to the collection of your details by us for the purposes outlined above and for us to retain, use and disclose that information as required and outlined above.</p> <p>Security</p> <p>This website takes every precaution to protect your information. When you submit sensitive information via the website, your information is protected both online and off-line.</p> <p>When our donation form asks users to enter sensitive information (such as credit card number, etc.), that information is encrypted and is protected with the best encryption software in the industry-SSL. While on a secure page, such as the donation form, the lock icon on the bottom of Web browsers such as Netscape Navigator and Microsoft Internet Explorer becomes locked, as opposed to un-locked, or open, when you are just surfing. (To learn more about SSL, follow this link: (http://webopedia.internet.com/TERM/S/SSL.html))</p> <p>While we use SSL encryption to protect sensitive information online, we also do everything in our power to protect user-information off-line. Only employees who need the information to perform the specific job of actioning your donation request are granted access to personal information. Furthermore, ALL employees are kept up-to-date on our security and privacy practices.</p> <p>Although we take every possible precaution to protect the security of your information and payments transmitted over the internet, no organisation can guarantee absolute security of this information. If you choose to provide us with any of your financial information, you do so at your own risk and we are not liable for any loss that you might suffer as a result.</p>	<p><i>You can change your information at any time or you can “unsubscribe” at any time. For any queries, contact us on enquiries@nfd.org.nz</i></p> <p><i>We do everything we can to protect your information, but we cannot guarantee 100% safety (no one can).</i></p>
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OTHER GENERAL TERMS

The National Foundation for the Deaf website is hosted in New Zealand. We make no claims that the Content on the website is appropriate or may be downloaded outside of New Zealand. Access to the Services and Content may not be legal by certain persons or in certain countries. If you access the website from outside of New Zealand, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

These terms set forth the entire understanding and whole agreement between The Foundation and you in relation to your use of this website and supersedes any and all previous written or oral agreements made between you and The Foundation with respect to this website.

We may assign, transfer or otherwise sub-contract any of our obligations, benefits or rights under these terms to any third party, but you may not.

If any provision of these terms is found by a court to be invalid, the remaining provisions will continue in full force without being affected in any way. Further, you agree that such provision shall be replaced by an alternative provision that most closely approximates the intent and economic effect of the unenforceable provision, so as to give effect to the original intentions of The Foundation.

These terms shall be governed by and construed in accordance with New Zealand law and any disputes arising in connection with these terms shall be subject to the exclusive jurisdiction of the New Zealand courts.

If you have any questions about these terms and conditions, you may contact:

The National Foundation for the Deaf
11 York Street, Parnell, Auckland 1052, New Zealand OR
PO Box 37729, Parnell, Auckland 1151, New Zealand OR
Email: enquiries@nfd.org.nz

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