



# Terms of Use for the HiveHub System

As at 2 March 2021

## 1. Agreement to terms

- 1.1. Welcome to HiveHub (the 'HiveHub Information System'), a system hosted and operated by The Management Agency National American Foulbrood Pest Management Plan ('we', 'our', 'us', 'the Management Agency'). These terms apply to the entire contents of the HiveHub Information System ('these terms').
- 1.2. By registering to use the HiveHub Information System:
  - 1.2.1. you agree to these terms; and
  - 1.2.2. where your access and use of the HiveHub Information System is on behalf of another legal entity (i.e. a Company), you confirm that you have the authority to act on behalf of that legal entity and do in fact, agree to these terms on that legal entity's behalf and that, by agreeing to these terms on that legal entity's behalf, that legal entity is bound by these terms.
- 1.3. If you do not agree to these terms, you are not authorised to use the HiveHub Information System and you must immediately stop doing so.

## 2. INTELLECTUAL PROPERTY RIGHTS

### **Copyright**

- 2.1. Unless otherwise indicated, all intellectual property rights (including copyright) in material on the HiveHub Information System is owned by the Management Agency (or its licensors). You must not contest or dispute that ownership, or the validity of those intellectual property rights.

## 3. REGISTRATION OBLIGATIONS

### **Logons**

- 3.1. You are required to obtain a logon – username and password – before being able to enjoy certain features of the HiveHub Information System. You must take good care of your logon, and keep it secure.

### **Taking care with passwords**

- 3.2. You must take reasonable care to:
  - 3.2.1. choose a password that is a secret known only to you which cannot be easily guessed;
  - 3.2.2. not disclose your password to anyone;
  - 3.2.3. not allow anyone to see your password or have the opportunity to see it or record it when you enter it on a computer; and
  - 3.2.4. change your password at regular intervals.





***Compromise of passwords***

3.3. You must immediately change your password and notify us if:

- 3.3.1. you believe the secrecy of your password has been compromised; or
- 3.3.2. you become aware of any unauthorised use of your username or password.

***Improper use of logons***

3.4. You agree that you will:

- 3.4.1. not knowingly or recklessly use or attempt to use your logon for a purpose for which it was not intended, including any unlawful purpose;
- 3.4.2. not impersonate another person or misrepresent authorisation to act on behalf of others or us;
- 3.4.3. notify us if you know or have reason to believe that there has been or is about to be fraudulent or other unlawful use of your logon; and
- 3.4.4. not access or use any information from the HiveHub Information System for any purpose other than discharging your obligations under the Biosecurity (National American Foulbrood Pest Management Plan) Order 1998 and Biosecurity (American Foulbrood-Beekeeper Levy) Order 2003.

***Breach***

3.5. A breach of any of these terms by your personnel (including, to avoid doubt, a permitted user), is deemed to be a breach of these terms by you.

***Suspension of logons***

3.6. We may suspend or disable your logon if:

- 3.6.1. we consider doing so necessary to protect the security of the HiveHub Information System, our services or any person;
- 3.6.2. your logon is being misused or has otherwise been compromised; or
- 3.6.3. you breach these terms.

***Effect of using logon***

3.7. You agree that we are entitled to rely on the authenticity and authority of your username and password to process actions or requests you submit to the HiveHub Information System and that we may do so without further enquiry.

**4. INDEMNIFICATION**

***Indemnity***

4.1. You agree to indemnify and hold us harmless for any loss, liability, claim, demand, damage or expense (including all legal fees on a solicitor-client basis) arising directly or indirectly from your breach of these terms including but not limited to any costs and/or damages associated with a claim of breach of privacy as a result of your unauthorised use of information from the HiveHub Information System.





## 5. DISCLAIMERS

### ***Exclusion of liability***

5.1. We disclaim and exclude all liability for any claim, loss, demand or damages of any kind whatsoever (including for negligence) arising out of or in connection with the use of either the HiveHub Information System or the information, content or materials included on the HiveHub Information System or on any website to which it is linked.

### ***Links***

5.2. The inclusion of links to third party websites does not imply any endorsement of the linked website or its content or provider. We will not investigate nor monitor links to third party websites.

### ***No liability for disruption or corruption***

5.3. We will not be responsible for any disruption to the HiveHub Information System or for loss or corruption of any information whilst in transit or when downloaded onto any computer system or device from the HiveHub Information System.

## 6. PRIVACY

### ***Introduction***

6.1. We will comply with our obligations under the Privacy Act 2020 when dealing with your personal information.

### ***How we collect your personal information***

6.2. We will collect personal information about you when you register to use the HiveHub Information System. We will also collect personal information about you each and every time that you submit data/information into the HiveHub Information System in accordance with your obligations under the Biosecurity (National American Foulbrood Pest Management Plan) Order 1998 and the Biosecurity (American Foulbrood-Beekeeper Levy) Order 2003.

### ***How we use your personal information***

6.3. All personal information is collected for the purpose of administering the Biosecurity (National American Foulbrood Pest Management Plan) Order 1998 and the Biosecurity (American Foulbrood-Beekeeper Levy) Order 2003.

### ***Obligation to provide personal information***

6.4. Pursuant to the Biosecurity (National American Foulbrood Pest Management Plan) Order 1998, you are under an obligation to provide certain personal information to the Management Agency. A failure to provide information as required under the Biosecurity (National American Foulbrood Pest Management Plan) Order 1998 is an offence punishable (upon conviction) by a fine of up to \$5,000 for an individual and \$15,000 for a corporation.

6.5. The provision of false information under the Biosecurity (National American Foulbrood Pest Management Plan) Order 1998 is an offence punishable (upon conviction) by:

6.5.1. a term of imprisonment up to 5 years, a fine of up to \$100,000 or both in the case of a person; and

6.5.2. a fine of up to \$200,000 in the case of a corporation.

### ***Disclosing your personal information***

6.6. Pursuant to sections 42 and 43 of the Biosecurity Act 1993, we may be required to supply personal information to the Ministry for Primary Industries or any other authorised person or entity under the Biosecurity Act 1993 for biosecurity surveillance, investigation and response purposes. You acknowledge and agree that we are authorised to release this information.





6.7. We may also be required to disclose personal information about you when required by any applicable law or any Court, or in response to a legitimate request by a law enforcement agency.

***Protecting your personal information***

6.8. We will take reasonable steps to keep your information safe from loss, unauthorised activity, or other misuse.

***Other use of personal information***

6.9. The Management Agency will also use personal information you provide us for 'other purposes' of benefit to the beekeeping industry. You may opt out of these 'other purposes' at any time by updating your Communication Preferences on your 'My Account' page. These include:

6.9.1. To send beekeepers messages that enable them to protect their honeybees (e.g. the Department of Conservation is running a poisoning operation in a prescribed region); and

6.9.2. To send out messages on behalf of Apiculture New Zealand Incorporated (ApiNZ) to advise them of significant industry developments (e.g. the Ministry for Primary Industries is consulting on standards or regulations that impact the beekeeping industry.)

***Accessing and correcting your personal information***

6.10. You are entitled to seek access to, and correction of, any personal information we hold about you.

## 7. MISCELLANEOUS

***Severability***

7.1. If any provision of these terms or its application to any person or circumstances is, to any extent, held to be invalid, illegal or unenforceable for any reason by any Court or tribunal of competent jurisdiction:

7.1.1. such provision will continue to apply, to the maximum extent permitted by law, to other persons or circumstances not affected by the invalidity, illegality or unenforceability;

7.1.2. the invalid, illegal or unenforceable provision will be deemed to be amended to reflect the original intention (as determined from the HiveHub Information System) as nearly as possible in accordance with applicable law in respect of those persons or circumstances giving rise to the invalidity, illegality or unenforceability; and

7.1.3. the remainder of these terms shall continue in full force and effect.

***Revisions to terms***

7.2. We may revise these terms at any time. Any such revisions will take effect once notified through a post or other announcement on the HiveHub Information System detailing the respect(s) in which these terms have changed. You are responsible for ensuring you are familiar with the latest terms. By continuing to use the HiveHub Information System from the date on which these terms are changed, you agree to be bound by the changed terms.

7.3. These terms were last updated on 2 March 2021.

***Governing law and jurisdiction***

7.4. These terms are governed by and to be construed in accordance with the laws of New Zealand and you agree to submit to the jurisdiction of the Courts of New Zealand.

***Waiver***

7.5. For us to waive a right under these terms, that waiver must be in writing and signed by us.





***Complete terms***

7.6. These terms set out everything agreed by the parties relating to the HiveHub Information System, and supersede and cancel anything discussed, exchanged or agreed prior to you setting up an account and obtaining a logon for the HiveHub Information System.

***Assignment***

7.7. You may not assign, novate, subcontract or transfer any right or obligation under these terms without our prior written consent. Our consent may not be unreasonably withheld.

