

PREMIUM REAL ESTATE LIMITED LICENSED REAA 2008

Our Privacy Policy is designed to assist you in understanding how we collect and use the personal information you provide to us and to assist you in making informed decisions when using our website, social media channels and our products and services.

Premium Real Estate Limited (NZCN 9429038489044) of 111 Hurstmere Rd, Takapuna, Auckland (“Premium”, “we”, “us”, “our”) is committed to protecting your privacy. Should we ask you to provide certain information by which you can be identified when using this website and our social media channels, you can be assured that it will only be used in accordance with the Privacy Act 2020 and this privacy statement.

Please read this privacy policy before using the website or our social media channels and submitting any personal information to us. By accessing or using the website or our social media channels, you are accepting the practices described in this privacy policy.

Note: the privacy practices set forth in this privacy policy are for our website and our social media channels. If you click on links to other websites, please review the privacy policies posted at those sites.

In addition, your access and use of the social media platforms that we use (including, Facebook, YouTube LinkedIn, Instagram, Pinterest and Twitter) will be subject to the terms and conditions and privacy policies of the companies that operate those platforms.

What information do we collect?

When you visit our website or access, interact with or follow our social media channels you may provide us with different types of information:

- Personally identifiable information you knowingly choose to disclose that is collected on an individual basis
- Anonymized website use information collected on an aggregate basis as you and others browse or interact with our website or our social media channels and use our application.

Personal information you choose to provide:

Registration information

You may be asked to provide us with information about yourself, your business or company, when you register for certain services, such as email newsletters and alerts or to save properties of interest to you on the website. You may also provide additional comments on how you see Premium servicing your needs and interests. You can unsubscribe to newsletters and alerts at any time.

Email information

If you choose to correspond with us through email, we may retain the content of your email messages together with your email address and our responses.

Email newsletters you sign up for

When you sign up to email newsletters, we may track your interaction with the emails we send for the purposes of improving the content we deliver you. You can unsubscribe to the email newsletter.



Website use information

Cookie and tracking technologies are used for gathering anonymous information such as browser type and operating system, tracking the number of visitors to the website, and understanding how visitors use the website.

We may use cookie and tracking technology depending on the features offered. Cookies also help us to customize the website for visitors.

We use Google Analytics features that associate anonymous data from the Google accounts of signed-in users who have consented to this association for the purposes of personalized advertising.

- Third party vendors, including Google, Instagram and Facebook, show our ads on sites on the internet
- Third party vendors, including Google, Instagram and Facebook, may use cookies on our website to serve ads on other sites on the internet based on a user's prior visits to our website
- Users may opt out of Google's use of cookies by visiting the Google advertising opt-out page (<http://www.google.com/policies/technologies/ads/>) and control the way that Facebook shows ads using Facebook's ad settings (<https://www.facebook.com/ads/preferences>).
- Instagram users may view and control their activity by visiting our Instagram page (@premiumrealestateltdnz).
- Google account holders may view and control their activity by visiting their My Activity page (<https://myactivity.google.com/myactivity>).

Where you agree to allow the website to access your location on a mobile device, we may use that information to show you properties around you and give you more relevant search results. Any location information is used is not stored by us.

Personally identifiable information cannot be collected via cookies and other tracking technology, however, if you provide personally identifiable information, cookies and the data that they and other tracking technology collect may be connected to you using that information.

Social media information

When you follow or like our social media channels or like, comment on, share or otherwise interact with any of our posts or other content on our social media channels, you may provide information to us about yourself, including your name, profile information and profile picture. The information that you make available can often be controlled through the settings for your account on the relevant social media platform.

Our social media channels are public and everything you share on our posts can be seen by everyone else. Please do not share any personal, confidential or sensitive information when posting on any of our social media channels.

What we do with the information we gather

We use the information you provide for our business purposes, to understand your needs and provide you with a better service, and in particular for the following reasons:

- Our internal record keeping and business purposes
- We may use the information to improve and to promote and measure the performance of, our products and services, content and advertising
- We may periodically send promotional email, about new products, special offers or other information which we think you may find interesting using the email address which you have provided
- From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, or mail

- We may use the information to customize the website according to matters such as your interests or location.
- We may use the information to let you know about new products, special offers or other information which we think you may find interesting.
- We may use the information to show you more relevant advertising elsewhere online.

Distribution of information

Premium may share personal information with the third parties that we work with to provide or promote our products and services, including using information matching and other techniques to identify potential audiences for our products and services. Your personal information will only be shared on a confidential basis for the purposes of our business and promotions and will not be sold to or shared with a third party for that third party's promotional purposes.

Premium may share personal information with governmental agencies or other companies assisting us in fraud prevention or investigation. We may do so when: (1) permitted or required by law; or, (2) trying to protect against or prevent actual or potential fraud or unauthorized transactions; or, (3) investigating fraud which has already taken place. Personal information is not provided to these entities for marketing purposes.

Commitment to Data Security

We have put in place physical, electronic and organizational processes to protect your personally identifiable information. Only authorized employees, agents and contractors (who have agreed to keep information secure and confidential) are granted access to this information. Newsletters from this site allow you to opt out of further mailings.

Right to Access Your Personal Information

You have the right to access personal information that we hold about you and to request correction of that information.

Please note

Premium may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes.

More legal information

- Disclaimer (<https://premium.co.nz/disclaimer>)
- Terms of use

Terms of use

Website and Social Media Terms and Conditions

General

By accessing this website or any of our social media channels you agree to be bound by the terms and conditions appearing in this document as amended from time to time ("Conditions") and you accept our Privacy Policy.

If there is anything you do not understand please email any enquiry to info@premium.co.nz

Definitions

In these terms and conditions "We/us/our/Premium " means Premium Real Estate Limited (NZCN 9429038489044) of 111 Hurstmere Road, Takapuna, Auckland. 'Website' means the website located at www.premium.co.nz (or any subsequent URL which may replace it) and all associated websites and micro sites of "Premium" and "You/your" means you as a user of the website.

Social media channels means any social media accounts operated by Premium, including our Facebook page (@premiumrealestate), Twitter feed (@premlrealestate), LinkedIn Profile, Pinterest Profile (pinterest.com/premiumrealestate), Instagram ([premiumrealestateltdnz](https://www.instagram.com/premiumrealestateltdnz)) and YouTube channel ([premiumrealestate](https://www.youtube.com/premiumrealestate)).

Data protection

Any personal information you supply to Premium when using the website/social media channels will be used by Premium in accordance with our Privacy Policy.

Website and social media

You shall not use the website or any social media channel for any illegal purposes and you will use them in compliance with all applicable laws and regulations. You may not use the social media channels to make any comments or post any material that is abusive, bullying or offensive, constitutes a personal attack on any person or that is promotional in nature.

You cannot use any contact information on our website or social media channels, such as emails and phone numbers, to send unsolicited commercial electronic messages. No deemed consent to unsolicited commercial electronic messages is provided by the publication of that contact information on our website or social media channels.

You agree not to use the website and social media channels in a way that may cause the website, social media channels and/or application to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the website, social media channels and/or application is in any way impaired.

You agree not to attempt any unauthorized access to any part or component of the website and social media channels; and you agree that in the event that you have any right, claim or action against any users arising out of that user's use of the website and social media channels, then you will pursue such right, claim or action independently of and without recourse to us.

You agree to be fully responsible for (and fully indemnify us against) all claims, liability, damages, losses, costs and expenses, including legal fees, suffered by us and arising out of any breach of the conditions by you or any other liabilities arising out of your use of the website or social media channels, or the use by any other person accessing the website or social media channels using your PC or internet access account.

Website, social media channels

We reserve the right to modify or withdraw, temporarily or permanently, the website or any social media channel (or any part of) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the website and social media channels.

We may alter these terms and conditions from time to time and your use or access of the website or social media channels (or any part of them) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the website or social media channels.

The website and social media channels are subject to constant change. You will not be entitled to any compensation because you cannot use any part of the website or social media channels or because of a failure, suspension or withdrawal of all or part of the website and social media channels.

We are not responsible for the availability of any external sites or resources and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of any third party websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

Activity

We have the right, but not the obligation, to monitor any user activity and content associated with or posted on or to the website or social media channels. We may investigate any reported violation of these Conditions or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating, blocking or attaching conditions to your access and/or moderating or removing any content or materials from the website or social media channels).

Use of material and content

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the website or social media channels shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorized by us.

You acknowledge and agree that the material and content contained within the website and social media channels is made available for your personal non-commercial use only and that you may download such material and content onto only one computer hard drive for such purpose. Any other use of the material and content of the website or social media channels is strictly prohibited. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

The website, the content posted to our social media channels is Copyright of Premium Real Estate Limited or its licensors. All rights are reserved.

We make no warranties, whether express or implied in relation to the accuracy of any information we place on the website or social media channels. The website is provided on an “as is” and “as available” basis without any representation or endorsement. Unless specified in separate terms and conditions related to a particular product or service, we make no warranties of any kind, whether express or implied, in relation to the website and social media channels, or products or services offered on the website whether by us or on our behalf including but not limited to, implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, accuracy, condition or completeness, or any implied warranty arising from course of dealing or usage or trade.

Unless specified in separate terms and conditions related to a particular product or service, we make no warranty that the website and social media channels or products or services offered on the website and social media channels whether by us or on our behalf will meet your requirements or will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that the website and social media channels or the server that makes it available or products or services offered on the website and social media channels whether by us or on our behalf are free of viruses or bugs or are fully functional, accurate, or reliable. We will not be responsible or liable to you for any loss of content or material as a result of uploading to or downloading from the website and social media channels.

We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent misrepresentations) or otherwise out of or in connection with the website and social media channels or products or services offered on the website and social media channels whether by us or on our behalf for any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings) or any loss of goodwill or reputation, or any loss or corruption of data, or any special or indirect or consequential losses; in any

Case whether or not such losses were within the contemplation of either of us at the date on which the event giving rise to the loss occurred.

We will not be liable in contract, tort or otherwise if you incur loss or damage connecting to the website and social media channels through a third party's hypertext link.

Notwithstanding any other provision in the Conditions, nothing shall limit your rights as a consumer under New Zealand law where or insofar as such rights cannot be derogated from by contract.

Nothing in the Conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our servants, agents or employees.

If any part of the Conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from these Conditions and shall not affect the validity and enforceability of any of the remaining provisions of the Conditions.

Nothing shall be construed as a waiver by us of any preceding or succeeding breach of any provision.

These Conditions and documents referred to herein (as amended from time to time) contain the entire agreement between you and us relating to the subject matter covered and supersede any previous agreements, arrangements, undertakings or proposals, written or oral, between you and us in relation to such matters. No oral explanation or oral information given by either of us shall alter the interpretation of these Conditions. You confirm that, in agreeing to accept these Conditions, you have not relied on any representation save insofar as the same has expressly been made a representation in these Conditions and you agree that you shall have no remedy in respect of any misrepresentation which has not become a term of these Conditions save that your agreement contained in this Clause shall not apply in respect of any fraudulent misrepresentation whether or not such has become a term of these Conditions.

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We take precautions with customer information and personal data, we do not accept responsibility for any loss or damage resulting from any security breaches that may occur.