

MahiTahi Local Government Collaboration Portal

Terms of Service

By viewing and using this service, you agree to these Terms of Service.

Agreement to terms

Welcome to **MahiTahi Local Government Collaboration Portal** ('The Portal'), a cloud service hosted on Microsoft Office365 ('O365') utilising Microsoft Teams ('Teams') platform, and operated by BOPLASS Limited ('we', 'our', 'BOPLASS').

These terms apply to the entire contents of The Portal, to any feeds produced by The Portal and to any information provided through The Portal. By viewing and using The Portal, you will be deemed to agree to these Terms of service.

Disclaimer

BOPLASS has made every reasonable effort to provide accurate and current information on The Portal and subsidiary sites. However, BOPLASS does not present this information as advice and does not accept responsibility for actions taken based on the information on The Portal and subsidiary sites. BOPLASS shall not be liable for any loss suffered through the use, directly or indirectly, of information on The Portal and subsidiary sites.

BOPLASS does not guarantee or represent that:

- you will have uninterrupted or error-free access to, and use of, The Portal, subsidiary sites or the facilities available or accessible via The Portal and subsidiary sites
- The Portal, subsidiary sites, the facilities (including the online services) available or accessible via The Portal and subsidiary sites, or any files available for downloading will be error-free or free from viruses, faults or defects
- the content and/or facilities (including the online services) available or accessible via The Portal and subsidiary sites is accurate, complete, or suitable for a particular purpose. You must rely on your own judgment in relation to any matter of this type.

Use of Site

Your access and use of The Portal and subsidiary sites are subject to these Terms of Service and all applicable laws. By accessing and browsing The Portal and subsidiary sites, you accept and agree to comply with, without limitation or qualification, these Terms of Service.

BOPLASS may vary, alter or otherwise update the terms applicable to The Portal and subsidiary sites from time to time, without notification. It is your responsibility to ensure that you are familiar with the current terms and conditions. You agree to be bound by the terms and conditions that are in effect at the time you access The Portal and subsidiary sites.

You are not allowed to do anything which alters The Portal and subsidiary sites or interferes with or affects their working without the express permission of The Portal's administrators.

License to access the portal

The MahiTahi Collaboration Portal is based on Microsoft Office365 Teams. A requirement for accessing The Portal is a valid Microsoft Office365 licence.

By using The Portal users acknowledge that they have a valid Office365 licence, will not share this licence with other Portal users, and will only access The Portal by using the Office365 credentials provided to them by their organisation.

BOPLASS takes no responsibility in ensuring users of the Portal have an appropriate licence. It is expected that the organisation the user is a member of will ensure an appropriate licence is assigned to that user.

Information Management Policy

1. The Portal is a shared workspace. By default, all workspaces, documents and content added to The Portal will be visible to all users.
2. Users are responsible to adhere to their own organisation's information management policy regarding the safe keeping of corporate documents (i.e. same as their own council's document management system).
3. The Portal is not a replacement or alternative to councils' document management systems. Any corporate documents uploaded to the Portal should be considered copies, with the original documents always filed within council systems.
4. BOPLASS takes no responsibility for the copyright, security or integrity of content placed on The Portal.
5. Content can be deleted by moderators or administrators where the content is seen to be inappropriate or offensive.

Privacy Statement

The collection and use of personal information by BOPLASS is regulated by the Privacy Act 1993. Under this Act, personal information may be collected only for a lawful purpose connected with a function or activity of BOPLASS and only if necessary for that purpose. Such information must, as a general rule, be collected directly from the individual concerned and that person must be told why the information is needed.

You may browse and access information contained within The Portal without providing any personal information. You authorise BOPLASS to record and collect information about your usage of The Portal from time to time for the purpose of improving The Portal and user experience. Where you voluntarily provide personal information (e.g. through your use of an online service), BOPLASS will only use that information for the purpose for which it was provided. BOPLASS will keep any such information secure and will not disclose it to any third parties, except as authorised by statute.

You may seek access to personal information held about you by BOPLASS in accordance with your rights under the Privacy Act 1993. You have the right to ask to have information corrected or deleted. To protect your privacy, and that of others, BOPLASS may ask you to verify your identity as part of actioning an access or correction request.

All enquiries about or formal requests for information in terms of the Privacy Act 1993 or the Local Government Official Information and Meetings Act 1987 should be made in writing to:

BOPLASS Ltd
PO Box 13056
Tauranga Central

Tauranga 3141

For more detailed information about the Privacy Act you can refer to the [Privacy Commissioner's website](#).

If you are concerned that BOPLASS may have breached the Privacy Act or if you are unsure of the BOPLASS' obligations, you can call the Privacy Commissioner's Privacy Hotline: 0800 803 909.

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Except as stated in the above paragraphs, no portion of the content of The Portal, or BOPLASS logo(s), may be copied or used without the written permission of BOPLASS.

Security

While BOPLASS makes every reasonable effort to keep information and materials on The Portal secure, it is not responsible for any breach of security that is out of its control.

Links to External Sites

For your convenience The Portal may contain links to other sites that are external to BOPLASS and are not under the control of BOPLASS. While BOPLASS takes reasonable care in selecting linked sites, the inclusion of any such link does not imply endorsement, investigation or verification by BOPLASS of the linked site. BOPLASS is not responsible for, and makes no representations, warranties or conditions concerning the contents or operation of any linked site or any link contained in a linked site. It is your responsibility to make your own decisions about the accuracy, currency, reliability and correctness of information contained in linked external sites.

Governing Law

Use of The Portal and the applicable terms and conditions shall be governed by the laws of New Zealand. The New Zealand Courts have exclusive jurisdiction over any matter arising out, or in connection with, the interpretation or application of the applicable terms and conditions.

Last Reviewed: 01/10/2019