
Website Terms & Conditions &BLOOM

Last Updated on 17 January, 2024

Introduction

The utilization of this Website is governed by these Terms and Conditions, inclusive of Our standard Terms and Conditions for the provision of Goods and/or Services, Privacy Policy, and any other documents mentioned herein. This set of terms collectively forms the entire agreement between You and Us.

Prior to using the Website, please carefully read these Terms and Conditions. By utilizing the Website, You affirm that, as of the date of Your first use of the Website, You have read, accepted, and agreed to be bound by these Terms and Conditions. If You do not agree with these Terms and Conditions, You should instantly cease from using the Website.

Definitions

In the context of these Terms and Conditions, the terms "We," "Us," "Our," or "Ourselves" refer to &BLOOM, including its successors, assigns, or any authorized representative of &BLOOM.

"You," "Your," or "Yourself" applies to any individual(s) (end user) of legal age, eighteen (18) years or older.

"Agreement" pertains to the terms and conditions stated herein, encompassing any quotation, order, invoice, or other documents or amendments expressly identified as supplementary to this Agreement.

"Incidental item(s)" denotes goods and/or services available for purchase or sale through this Website, to be supplied and/or provided by Us to You, as stated on Our Website.

"Website" denotes a location accessible on the Internet through the World Wide Web, offering multimedia content via a graphical User Interface.

"Prohibited Content" encompasses any content on advertising media that:

- is, or could reasonably be considered to be, in breach of New Zealand's Broadcasting Act 1989; the Fair Trading Act 1986, the Consumer Guarantees Act 1993; or any other applicable law or applicable industry code; or
- contains, or could reasonably be considered to contain, any misrepresentations; or is, or could reasonably be considered to be, misleading or deceptive, likely to mislead or deceive or otherwise unlawful; or
- is, or could reasonably be considered to be, in breach of any person's Intellectual Property Rights (including, but not limited to, the distribution of digital files or any other material in which We do not own the copyright).

"Personal Information" refers to any information that identifies or can be used to identify You, directly or indirectly. This includes, but is not limited to, first name, last name, date of birth, email address, gender, occupation, or other demographic information.

"Confidential Information" covers information of a confidential nature, whether oral, written, or in electronic form. This includes, but is not limited to, this Agreement, a party's Intellectual Property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, Seller information, and pricing details.

Acceptance and Amendments

We retain the right to make amendments to these Terms and Conditions, either in their entirety or in part, periodically. We retain the right to modify any of the displayed Terms and Conditions on this Website, including, but not limited to, Our Privacy Policy,

with notice provided on this Website. Your continued use of this Website implies Your acceptance and agreement to be bound by the updated terms and conditions as communicated and posted on the Website.

If You plan to conduct transactions through this Website (e.g., purchase goods and/or services), You affirm that You are at least 18 years old, possess the authority to enter into this Agreement, and acknowledge that this Agreement establishes legally binding and valid obligations on Your part.

Compliance with Law

You hereby agree that Your utilization of this Website will adhere to all applicable laws and regulations, including, but not limited to, the New Zealand Privacy Policy Act 2020 and the EU Data Privacy Laws (including the General Data Protection Regulation).

Privacy Policy

We are dedicated to safeguarding Your Privacy in alignment with the New Zealand Privacy Principles, the EU Privacy Principles, and any other applicable privacy principles applicable to the respective countries. We acknowledge that when You choose to share information about Yourself, You place trust in Us to handle it responsibly and in Your best interests. To uphold this commitment, We have implemented specific policies to ensure the protection of Your Personal Information.

For more detailed information on how We handle Your data, please refer to Our Privacy Policy available on this Website.

Storing Information

We are committed to taking all appropriate measures to ensure the accuracy, completeness, and relevance of the information held about You. This information will not be misleading and will solely be utilized for the purposes outlined in this document and/or Our Privacy Policy. To safeguard Your information, We implement robust security measures and undertake all necessary steps to prevent unauthorized disclosure to any individual or entity.

Securing Information

When conducting a transaction through Our Website, Your information undergoes a secure process using SSL (secure sockets layer) encryption technology. This encryption technology guarantees that Your information remains unreadable and unaltered by external entities, ensuring its utmost security.

Collecting Information

When You request Goods and/or Services from Us, We may gather Personal Information provided by You through online forms to facilitate the purchase of Goods and/or Services. This information allows Us to efficiently process Your transactions, analyse Our Website services, and enhance Our customer service, which may involve informative or promotional activities.

For statistical analyses and to enhance the availability and user-friendliness of Our Website, as well as to assess the success of any advertising activities We may undertake, We may collect the following information/tracking data:

- Your IP address; and/or
 - the date and time of Your visits to our Website; and/or
 - Your clicks and activity on this Website; and/or
 - the referring Website, if any, through which You clicked through to this Website; and/or
 - technical information on Your browser, device, and operating systems.
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Releasing Information

We will only disclose information about You under circumstances authorized by You, as required by the applicable law, or when necessary to provide Goods and/or Services to You – such as, sharing information with third-party suppliers or delivery companies. When shared with third parties, the provided information is limited to what is necessary for them to perform their services and may not be utilized for any other purpose.

We are committed to not releasing Your information for any purpose that You would reasonably expect Us not to. With the exception of the details mentioned above, We do not share, give, sell, rent, or lease information to third parties. Your Personal Information is disclosed only to Our internal employees who need it to provide information about Our services or to fulfil requests for Goods and/or Services through this Website.

In accordance with the Privacy Act legislation, You have the right to request access to any information We may hold about You and to have any inaccuracies corrected by us. We will comply with such requests to the extent required by the Privacy Act legislation within fourteen (14) days of receiving Your request. To assist Us in responding efficiently, We may request verification of Your identity.

Additional Data Protection Rights

You may possess various data protection rights:

- The right to access, correct, update, or request the deletion of Personal Information. We are committed to taking all reasonable measures to ensure that the data We collect is reliable for its intended use, accurate, complete, and up-to-date.
 - Residents of the European Economic Area (EEA) have additional rights, including the ability to object to the processing of their Personal Information, request restrictions on processing, or seek portability of their Personal Information. To exercise these rights, please contact Us using the provided contact details in the "Questions and Concerns" section below.
 - If Personal Information is collected or processed based on consent, the data subject can withdraw their consent at any time. Withdrawal of consent will not affect the legality of any processing conducted before the withdrawal or processing of Personal Information based on lawful grounds other than consent.
 - The right to lodge a complaint with a data protection authority regarding the collection and use of Personal Information. For more details, please reach out to Your local data protection authority.
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Questions and Concerns

If You have any inquiries, comments, or concerns regarding the way in which We have managed any privacy-related matters, please utilize Our Contact form on this Website at bloomsustainability.co/contact-1 to send Us a message.

For the purposes of EU data protection legislation, Sydney Straver is the Data Protection Officer (and/or Privacy Officer) of Your Personal Information. You can reach out to Our Data Protection Officer via email at sydney@bloomsustainability.co.

Cookies

We may use cookies and/or similar tracking technologies, including pixels, tags, and Web beacons. Your consent is requested for Us to collect personal device and technological data information, which may encompass, but will not be limited to:

- IP address, browser and device characteristics, language preferences, and other similar details;
- Log files tracking of Website usage and traffic;
- Reports accessible to Us when sending emails to Clients, enabling the collection and review of pertinent information.

If You consent to the use of cookies on this Website and later decide to withdraw Your consent, You can manage and control privacy settings through Your browser. This includes removing cookies by deleting them from Your browser history when leaving this Website.

Mailing Lists

Should You find Yourself on any of Our mailing lists and wish to be removed, You have the option to request removal. We will promptly honour Your request. In cases where there is no available unsubscribe button, kindly get in touch with Us using the “Contact” section on this Website to submit Your removal request.

Returns, Damaged, or Defective Services

Our approach to Returns, Damaged, or Defective Goods and/or Services is set out in Our standard Terms and Conditions for the provision of Goods and/or Services. Please note that We do not accept returns for a change of mind or in cases where You make an incorrect decision, unless it is attributable to Our negligence or incorrect information provided by Us.

Copyright and Trademarks

The materials on this Website are consistently the copyright or trademark property of either ourselves, our suppliers, or affiliated third parties. You are prohibited from distributing, reproducing, displaying, or publishing any trademark or other content from this Website for any purpose without the prior written approval from us, our suppliers, or linked third parties, as applicable.

You agree to indemnify Us against any claims, costs, damages, or losses We may incur if You fail to comply with this provision.

Marketeers and Linked Sites

The presentation of any advertiser on Our Website or the inclusion of a link to third-party Websites should not be construed as an endorsement from Us regarding the advertiser or the third-party provider, including any content on their Website or their

business practices. Given Our lack of control over the content of third-party Websites, accessing such sites is entirely at Your own risk. We strongly advise a thorough review of the Terms and Conditions of use as well as the Privacy policies of any third-party Website immediately upon accessing it.

We assume no liability for any transactions, promotions, or activities between You and advertisers or third-party providers.

Specifications and Information

Specialized information provided on this Website is offered in good faith, drawing on Our knowledge, experience, or information supplied by Our trusted sources, including, but not limited to, Us, Our suppliers, and/or affiliated third parties. It is derived from sources believed to be accurate at the time of receipt by Us. If You have any concerns regarding the suitability of Goods and/or Services offered through this Website for a specific purpose, We recommend reaching out to Us.

On-Line Ordering

The presentation of products on this Website does not assure the availability of any specific Good(s). Consequently, all orders made through this Website are contingent upon Our confirmation of acceptance. Similarly, orders for Services are subject to confirmation, ensuring mutually agreed-upon timeframes between You and Us for the provision of the Services.

Continuous Service

Given the intrinsic characteristics of Websites, We cannot assure uninterrupted or continuous availability of Our Website. You acknowledge and accept that the Website may be periodically unavailable for maintenance or scheduled upgrades. Whenever possible, We will provide advance notice of such occurrences. We disclaim any liability related to Website downtime, whether scheduled or otherwise.

Termination of Use

We reserve the right to terminate these Terms and Conditions and Your access to Our Website at any time, exercising Our sole discretion, without providing notice or specifying a reason. If termination occurs under this provision, We assume no liability towards You, including any consequential or direct loss You may incur.

Governing Jurisdiction

This Website, excluding any linked third-party sites, is under our control and operates from our primary business premises in New Zealand. With our servers located in Auckland, Your information may be transferred, stored, or processed in this location. The Website can be accessed globally, subject to the permissible extent defined by the Website. Given the variance in laws across different countries, by accessing this Website, You agree that the laws and statutes of New Zealand will govern any

dealings, actions, or claims arising from or in relation to this Agreement, or Your use of this Website, irrespective of any conflicts with the laws of Your country of residence.

Our use of cloud technology, along with that of our subcontractors, may involve storing or processing Personal Information, potentially leading to data storage beyond New Zealand. While specifying the jurisdiction for such offshore activities is impractical, all subcontractors are obliged to adhere to the New Zealand Privacy Act regarding the transfer or storage of Personal Information overseas.

You recognize and agree that any claims against Us must be filed in New Zealand, where our main business premises are situated, and legal proceedings will be conducted in English.

We do not assert that Goods and/or Services presented on this Website are suitable, available, or appropriate for use in countries beyond New Zealand. The access of any material or content from or through this Website, which is deemed illegal in Your country of residence, is strictly prohibited.

General

The neglect by either party to enforce any provision in these Terms and Conditions will not be interpreted as a waiver of that provision, nor will it jeopardize the right of that party to enforce the provision at a later time. If any provision in these Terms and Conditions is considered invalid, void, illegal, or unenforceable, the validity, existence, legality, and enforceability of the remaining provisions will remain unaffected.

We are not responsible to You for any indirect or consequential loss or expense, such as loss of profit, arising from Our violation of these Terms and Conditions. Instead, Our liability is limited to damages that will not exceed the Fee of the Service(s) under any circumstances.

We offer a platform for You to share feedback relating to trading activities on our Website. Feedback concerning other parties must refrain from offensive, defamatory, retaliatory, or inappropriate language or content. We reserve the right to remove any feedback deemed offensive, defamatory, retaliatory, or inappropriate. Feedback should pertain solely to a specific transaction, and posting feedback unrelated to that specific transaction is not allowed. Additionally, You must abstain from posting feedback about Yourself or including any contact details or Personal Information in Your feedback.

Neither party will be deemed responsible for any default arising from events beyond reasonable control, such as acts of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, or other unforeseeable events.

Contact Us

For any further information and/or questions related to &BLOOM's Website Terms and Conditions or practices, please contact Us by e-mail at sydney@bloomsustainability.co.