

## Appointment Reminder – Privacy Policy

1. **Your privacy:** Skilton Software Limited (trading as Appointment Reminder) (**we** or **us**) is committed to ensuring the privacy of your information, and to meeting the requirements of the New Zealand Privacy Act 1993. We want to make sure that you understand how we collect and treat personal information in the course of your use of the Appointment Reminder software-as-a-service tool, so please read this Privacy Policy carefully.
2. **Application of this Privacy Policy:** This Policy applies to all personal information that you submit on or through the Appointment Reminder software (the **Service**), and any information that may be automatically retrieved through your use of the Appointment Reminder website. This Policy should be read in conjunction with our Terms of Use <https://appointmentreminder.com/terms-of-use.pdf>, and terms which are defined in those Terms shall have the same meaning when used in this Policy.
3. **Types of personal information:** There are two broad types of personal information that we may receive in the course of our relationship with you, as a user of the Service:
  - (a) information about users of the Appointment Reminder Service, collected when an account is created and the Service is used (eg, names and email addresses of Authorised Users of the Service) (**User Information**); and
  - (b) personal information which may be incorporated in information that users choose to input into the Service (eg, names of current clients, customers, or patients) (**Customer Data**).

This Policy applies to both User Information and Customer Data, but each type of information is used in a different way (as described in this Policy). **Importantly, you remain responsible for any Customer Data that you choose to input into the Service, so it is your responsibility to ensure that use of the Service in respect of that Customer Data is lawful in accordance with laws applicable to you.**

4. **Your consent:** By accessing or using the Service or our websites, you consent to the collection, use, disclosure, storage and processing of User Information and Customer Data in accordance with this Policy.
5. **Covered Entities:** If you are a Covered Entity and have agreed additional terms with us under clause 4.4 of the Terms, the matters covered in those terms will apply in addition to this Privacy Policy. Where there is any inconsistency between this Privacy Policy and the additional terms, the additional terms will prevail.

### USER INFORMATION

6. **What User Information we collect:** We collect User Information about you when you register an account and use the Service. The User Information we collect includes:
  - (a) names, job titles and contact details of Authorised Users of the Service and other individuals;
  - (b) information about how the Service is used (for example, traffic volumes, time spent on pages);

- (c) your IP address and/or other device identifying data (to help detect unauthorised account use); and
- (d) other information that you may disclose to us during the course of our relationship with you.

You are under no obligation to provide us with any such information. However, if you choose to withhold requested information, we may not be able to provide you with the Service. For example, we need to hold certain minimum information about Authorised Users in order to maintain access controls to the Service and for security and user verification purposes.

7. **What we do with the User Information we collect:** We will use the User Information we collect to:
- (a) provide the Service to you and Authorised Users;
  - (b) identify you when you sign-in to your account and verify that your account is not being used by others;
  - (c) communicate with you in relation to the Service and related issues (eg, quotes for other services, support requests and billing matters);
  - (d) carry out research and marketing analysis so we can better understand and serve you;
  - (e) monitor and enforce compliance with the law and applicable terms and conditions;
  - (f) verify and carry out financial transactions in relation to services we provide; and
  - (g) co-operate with any government, industry or regulatory authorities.
8. **Disclosures of User Information:** Unless you have authorised us to do so, we will not rent or sell any User Information and will not disclose it to any third party except:
- (a) where disclosure is connected to the purposes for which the information was collected as listed in clause 7;
  - (b) to our third party service providers (such as hosting providers) in connection with the purposes described in clause 7. Those third parties include hosting providers located in United States;
  - (c) to relevant authorities, parties and/or applicable intellectual property rights holders (or their representatives) if we consider that you are in breach of the law or our rights; or
  - (d) where required, or permitted, by law.

We may choose to sell our business. In these types of transactions, User Information is typically one of the business assets transferred to the third party purchaser. You acknowledge and agree that such transfers may occur, and that any acquirer of us or our assets may continue to use your User Information as set out in this Policy.

## CUSTOMER DATA

9. **What Customer Data we hold:** If any Customer Data you input into the Service includes personal information, then we will hold that personal information on your behalf. Typically, we would expect that users might include the following personal information within Customer Data:

- (a) name and contact details, such as telephone and cell phone numbers, and email addresses;
- (b) times and dates of appointments made between you and customers; and
- (c) the contents of messages sent between you and customers via the Service.

We have no control over what personal information you choose to include within Customer Data, so it is important that you are satisfied that the level of security we are able to offer, and the terms of this Policy, are adequate and appropriate with regard to the sensitivity of that personal information. Please see our Terms of Use <https://appointmentreminder.com/terms-of-use.pdf> for more information.

- 10. **What we do with Customer Data:** Customer Data remains your property. We will only use your Customer Data for the purposes of providing the Service to you and Authorised Users.
- 11. **Disclosures of Customer Data:** Unless you have expressly authorised us to do so (or where we're required to do so by law), we will not rent, sell or disclose any Customer Data to any third party. You agree that:
  - (a) your Customer Data may be accessed by your Authorised Users;
  - (b) your Customer Data will be stored and may be accessed by our third party service providers (such as hosting providers) for the purposes of delivering the Service to you. Those third parties include hosting providers located in United States; and
  - (c) if we sell our business to a third party, then our rights and obligations in respect of your Customer Data (as set out in our Terms of Use) will be transferred to that third party.

## GENERAL

- 12. **Cookies:** We use session-based cookies to collect information relating to usage of the Service and analyse website and API traffic. Cookies are small pieces of information that are stored in a browser-related file on your computer or device when you use the Service. The cookies we use do not collect any personally identifiable information.
- 13. **Opting-out:** You can unsubscribe from any marketing communications from us by following the instructions on any communications sent to you. You can also exercise this right at any time by contacting us using the details at the end of this Privacy Policy.
- 14. **Access and correction:** You have the right under the Privacy Act 1993 to access and/or correct your personal information held by us at any time. You can do this by contacting us using the details at the end of this Privacy Policy.
- 15. **Storage and security of information:** You should be aware that information transmitted over the internet is not always secure. We will take all reasonable steps to securely store any personal information we collect. This information may (for the avoidance of doubt) be transferred and stored on servers outside of New Zealand.
- 16. **Retention of your information:** We will only retain your personal information for as long as is required for any of the purposes described in clause 7 or 8 above.

17. **Changes to our Privacy Policy:** We may amend or update this Privacy Policy from time to time, with or without notice to you. Revised versions will be effective immediately once posted at <https://appointmentreminder.com/privacy-policy.pdf>. You agree to be bound by the Privacy Policy that is in effect at the time you use the Service.
18. **Contact us:** If you have any questions about this Privacy Policy or if you would like to request access to, or correction of, your personal information, you can get in touch by writing to us at [matthew@appointmentreminder.com](mailto:matthew@appointmentreminder.com).
19. **More information about privacy:** This Privacy Policy is governed by New Zealand law. For more information about privacy issues in New Zealand and protecting your privacy, visit the New Zealand Privacy Commissioner's website: [www.privacy.org.nz](http://www.privacy.org.nz).