

Brave Questions™

Brave Questions™ is the easy way to create a personalized preference for decisions to be made upon your death. By filling out the pages pertaining to 'the decision pathway', you are able to record your decisions customised to your circumstances. All documents can be downloaded and printed out, or accessed by a nominated trusted person who will have 'reader-only' access.

You can save your responses at any point in the building process and help is provided throughout the online form, you can also contact the Brave Questions™ support team should you require further assistance.

Brave Questions™ website has been developed by qualified professionals who ensure the professional quality of our written material.

Privacy Policy

1. Brave Questions™ commitment to maintaining your privacy

Brave Questions™ Privacy Statement has been created because we value our users and recognise their right to keep personal information private. This statement discloses our information gathering and dissemination practices for Brave Questions™.

2. Collecting information on Brave Questions™ visitors

Brave Questions™ collects information on our site visitors collectively including which sections of the site are most frequently visited, how often and for how long. This data is always used as aggregated, non-personal information. Brave Questions™ utilises this information to improve and enhance our services by monitoring the areas on the site which are most popular to you. This aggregated information may be shared with Brave Questions™ partners to provide them with an overview of how Brave Questions™ visitors use the site. This is done for the purposes of providing you with a more efficient site.

IP Addresses

Brave Questions™ web servers gather your IP address to assist with which particular site to direct you to pertaining to the country you reside, also in order for the diagnosis of any problems or support issues with our services. Again, information is gathered in aggregate only and cannot be traced to an individual user.

Cookies & Applets

Brave Questions™ uses cookies to provide you with a better experience. These cookies allow us to increase your security by storing your section ID and a way of monitoring single user access. This aggregate, non-personal information is collated and provided to Brave Questions™ to assist in analysing the usage of the site.

3. Collecting information on Brave Questions™ Registered members

As part of registering with Brave Questions™, we collect personal information about you in order for you to take full advantage of Brave Questions™ services. To do this it may be necessary for you to provide additional information to Brave Questions™ as detailed below.

Registration

Registration is completely optional. However, registration for Brave Questions™ services allows you to take advantage of more of the tools and resources to assist you with any documents you may require. Registration includes submitting your name, email address, address, telephone numbers, option on receiving updates and promotional material. You may access this information at any time by clicking 'My account'.

4. Credit Card Details

Credit Card details are only sorted for the processing of payment and will be deleted once payment is processed.

5. Email communications from Brave Questions™

Brave Questions™ also provides you with selected information about our documents and website changes in our email newsletter. This free service is sent to registered users and provides the option of opting out of receiving these by changing your preferences in 'My Account'. Brave Questions™ may also make you aware of additional products and services which form part of your relationship with Brave Questions™.

6. Storage & Security of Personal Information

Brave Questions™ takes all reasonable steps to ensure the security of our system. Brave Questions™

allows you to access your information at any time to keep it accurate and up to date. Any information which we hold for you is stored on secure servers that are protected in controlled facilities. In addition, our employees and the contractors who provide services related to our information systems are obliged to respect the confidentiality of any personal information held by Brave Questions™. However, Brave Questions™ will not be held responsible for events arising from unauthorised access of your personal information. You can also play an important role in keeping your personal information secure by maintaining the confidentiality of any password/s and accounts used on the Brave Questions™ site.

7. Access to Your Information

Unless you become a registered Brave Questions™ user, or sign up to receive our free emailed newsletter, Brave Questions™ does not collect information that identifies you personally. If however, you become a Brave Questions™ registered user, you are able to change and update your registered profile at any time. Should you require assistance with updating your account or removing your details from the site, this can be achieved by forwarding an email to: admin@bravequestions.com

8. Brave Questions™ Partners & Advertisers

Brave Questions™ provides links and passes to third party sites. The use of your information by these third party sites is not within the control of Brave Questions™ and we cannot accept responsibility for the conduct of these companies.

9. Feedback

Brave Questions™ welcomes ideas and feedback about all aspects of the site. Brave Questions™ stores feedback that users send to us. This feedback will be used to administer and refine the service and may be shared with Brave Questions™ partners either in aggregate form or with specific identifying characteristics removed.

In some instances you may provide comments to us regarding our services. These comments may be displayed on our website to other users, if you do not wish for your comments to be displayed please email: admin@bravequestions.com and we will remove your comments.

10. Privacy & Site Changes

From time to time, Brave Questions™ may review and update its privacy statement. Revised versions will be updated on the website

Terms and Conditions

This website is operated under licence by Brave Initiatives Ltd

Pre Condition To Use: Do not use this website unless you have read these terms, and accept that they will govern your right to use and access our website and all the documents, links and information contained on it. If you choose to use Brave Questions™ website and download documents then Brave Questions™ will regard that use as conclusive evidence of your agreement and acceptance that these terms govern yours and Brave Questions™ rights and obligations to each other.

Amendment of Terms: Brave Questions™ reserves the right to change these terms and conditions of use at any time and those changes shall take effect in respect of all subsequent uses by you of the website. You should therefore check these terms every time before you use the website and only if you accept these terms should you proceed to access the information and use the services on the website.

Brave Questions™ Does Not Give Legal Advice or Medical Advice: Whilst the documents and information has been prepared by experienced practitioners in the fields of psychology, science, social work, psychotherapy, commercial and health care law Brave Questions™ is not a legal or medical practitioner and is not an incorporated legal or medical practice. This website is not intended to give you legal or medical advice or provide you with any legal or medical services; it is intended to provide you with useful documents, services, links and information.

Consult Your Legal Practitioner and/or Medical Practitioner: If you are unsure as to any of the terms or any of the information or how it applies to your specific circumstances then you should consult your legal practitioner and/or your medical practitioner. Both the documents and the information we provide must necessarily be general and may not cover every situation that might arise. You should therefore use a legal practitioner for any specific problem that you might have or if you are unsure or do not understand any of the material or information accessed on the website.

Children

Minors and children (persons under the age of 18) are not eligible to use the Web Site unsupervised and we ask that minors and children do not register for an account or submit any personal information to us. By using this Web Site unsupervised, and/or registering for an account or purchasing a license to any content on the Web Site, you warrant that you are 18 years of age or older

Limitation On Brave Questions™ Liability: It is an essential pre-condition to you using Brave Questions™ website that you agree and accept that Brave Questions™ is not legally responsible for any loss or damage you might suffer related to your use of the site, whether from errors or from omissions in our documents or information or from any other use of the website. In short, your use of the site is at your own risk.

Links To Other Websites: Brave Questions™ has provided on its website links to other websites and information on those websites for your convenience. This does not necessarily imply sponsorship, endorsement, or approval or arrangement between Brave Questions™ and the owners of those websites. Brave Questions™ takes no responsibility for any of the content found on the linked websites. Brave Questions™ website may contain information provided by third parties. Brave Questions™ accepts no responsibility whatsoever for information or advice provided to you directly by third parties.

Competition and Consumer Act: For the purposes of Section 64 of the Competition and Consumer Act 2010 (Cth), Brave Questions™ liability for any breach of a term of this agreement is limited to:-

- (i) the supplying to you of the services again; or
- (ii) the payment of the costs of having the services supplied to you again.

Express Disclaimers: To the fullest extent permitted by law, Brave Questions™ absolutely disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for any particular purpose. Brave Questions™ gives no warranty that the documents will be free of errors, or that defects will be corrected, or that Brave Questions™ website or its server is free of viruses or any other harmful components. Brave Questions™ does not warrant or make any representations regarding the use or the result of the use of any document, link or information in its website or as to their correctness, suitability, accuracy, reliability, or otherwise. It is your sole responsibility and not the responsibility of Brave Questions™ to bear any entire costs of servicing, repairs, or correction. Applicable law may not permit these exclusions, particularly the exclusions of some implied warranties. Some of the above may not apply to you.

Your Privacy: Brave Questions™ respects the privacy and confidentiality of the information provided by you and adheres to the national privacy principles established pursuant to the Privacy Act 1988 (Commonwealth). Please read our Privacy Policy carefully. You may change your details at any time by accessing your information through your member registration password. All information Brave Questions™ receives from its customers is protected by Brave Questions™ secure server. Brave Questions™ secure server software encrypts all customer information before it is sent to us.

Furthermore, all of the customer data Brave Questions™ collects is secured against unauthorised use or access. Credit card information is not stored by us on our servers.

Third Parties Can Not Use Your Information: Brave Questions™ does not sell or deal in personal or customer information. Brave Questions™ may however use in a general sense without any reference to your name, your information to create marketing statistics, identify user demands and to assist it in meeting customer needs generally. Brave Questions™ may use the information that you provide to improve its website and its services.

Brave Questions™ May Disclose: Brave Questions™ may disclose information in good faith and where Brave Questions™ is required to do so:-

- (i) by law or by any court;
- (ii) to enforce the terms of any of our customer agreements;
- (iii) to protect the rights, property or safety of Brave Questions™, its customers or third parties; or
- (iv) to banks or financial institutions with the purpose of preventing fraud and as proof of any transaction.

Jurisdiction: This agreement and this website are subject to the laws of New Zealand and New South Wales. If there is a dispute between you and Brave Questions™ that results in litigation then you submit to the jurisdiction of the courts of Auckland, New Zealand.

Pricing: Pricing is shown to you prior to member registration.

Exclusion of Competitors: If you are in the business of creating documents for the purpose of providing them for a fee to users, whether they be business users or domestic users then you are a competitor of Brave Questions™.

Brave Questions™ expressly excludes and does not permit you to use or access its website, to download any documents or information from its website or obtain any such documents or information through a third party. If you breach this term then Brave Questions™ will hold you fully responsible for any loss that it might sustain and further holds you accountable for all profits that you might make from such unpermitted and improper use. Brave Questions™ reserves the right to exclude and not permit any person from using its website or any of the documents and information contained on it.

Copyright And Restriction of Use: You are only permitted as a customer of Brave Questions™ to use the documents downloaded from its website for the purposes of conducting your personal affairs. You are not permitted to reproduce the documents, information or materials on the website for the purposes of sale or the use by any third party. In particular you are not permitted to republish, upload, transmit electronically or otherwise or distribute any of the documents that you download from its website. You are only permitted to download a copy of the documents and retain them on computers used for your private use. Brave Questions™ expressly reserves all copyright in its website and in all documents and information on its website.

Trademarks and Restriction of Use: You are not permitted to use any trade marks, tradenames, graphics or designs that are on Brave Questions™ website. If you breach Brave Questions™ trademarks then Brave Questions™ reserve the right to take action against you.

Whole Agreement: These terms and conditions represent the whole agreement between you and Brave Questions™ concerning your use and access to Brave Questions™ website and your use and access to the documents and information on it. No other term is to be included in this agreement except where it is required to be included by any legislation of the Commonwealth or any State or Territory. All implied terms except those implied by statute and which cannot be expressly excluded are hereby expressly excluded.

Exclusion of Unenforceable Terms: Where any clause or term above would by any applicable statute be illegal, void, or unenforceable in any State or Territory then such a clause shall not apply in that State or Territory and shall be deemed never to have been included in these terms and conditions in that State or Territory. Such a clause if legal and enforceable in any other State or Territory shall continue to be fully enforceable and part of this agreement in those other States and Territories. The deemed excision of any term pursuant to this paragraph shall not affect or modify the full enforceability and construction of the other clauses of these terms and conditions.

Subscription Terms and Conditions

Brave Questions™ standard Terms & Conditions (above) apply to Subscription Users (Membership Registration) the terms and conditions which follow are additional.

Subscription Contract: A Subscription Contract is formed once you agree to these terms and conditions and your membership registration payment is received by Brave Questions™. All Subscription Contracts run for a period of 3 years from the time of membership registration and continue up until this 3 year period, unless you delete your account before this 3 year period lapses. In the event that you delete your account prior to the end of the 3 year subscription period, no refund will be given for time unused by you. At the time of your 3 years of membership registration you will have the opportunity to renew your subscription.

Pricing: All subscription prices are shown in New Zealand dollars (NZD). Subscription payments must be received in New Zealand currency. We reserve the right to amend our subscription prices from time to time.

Payment: Payment of your Brave Questions™ subscription is due upon membership registration. If the payment method for your Brave Questions™ account is by credit or debit card and payment is not received by Brave Questions™ from the card issuer or its agents, you agree to pay all amounts due upon demand by Brave Questions™. Each time you purchase additional services i.e. additional space to store more than the allocated space for each membership registration from Brave Questions™, or allow or cause Brave Questions™ to be used, you agree and reaffirm that Brave Questions™ is authorized to charge your designated card. Your card issuer's agreement governs your use of your designated card in connection with Brave Questions™, and you must refer to such agreement (not this Agreement) with respect to your rights and liabilities as a cardholder.

Cancellation: Any requests for cancellation or account enquiries should be sent to: admin@bravequestions.com

Fair Use Policy: Each Subscription account is a single user licence and is valid for use only by the named user, you are not permitted to transfer or resell the account to any other person or company.

Subscription Credit Card Details: Credit Card details are only sorted for the processing of payment of membership subscription and will be deleted once payment is processed.

Conflicting Conditions: Where there is a conflict between Brave Questions™ standard Terms and Conditions and the Subscription Terms and Conditions, the Subscription Terms and Conditions will apply.

DISCLAIMER

Brave Questions™ website is intended to provide a framework whereby you can make legal and medical decisions. Brave Questions™ provides access to legal and medical information, not legal or medical advice. The law is different from jurisdiction to jurisdiction, and even similar laws may be interpreted differently in different courts or in different places. The law is a personal matter, and no general information like the kind we provide can fit every circumstance, so you should consult a lawyer or medical professional in your area to get specific advice for your particular circumstances. In short, nothing on this website should be considered legal or medical advice.

Brave Questions™ is not responsible for any loss, injury, claim, liability, or damage related to your use of the site, whether from errors or omissions in the content of our site or any other linked sites, from the site being down or from any other use of the site. In short, your use of the site is at your own risk.

At Brave Questions™ we are committed to protecting your privacy. We use the information we collect about you to maximize the services that we provide to you. Technologies are rapidly changing as are the services that we provide to you. Therefore, these policies are subject to change and we will post any changes on this page. Please read our privacy policy for more details.

Brave Questions™ regularly posts by-lined columns on its various channels and on other locations on the site. The views represented in these columns are the views of the columnists and do not necessarily represent the views of Brave Questions™.