

DISCLOSURE STATEMENT PREPARED BY

 ----------------------------------------------------------------------------------------------------------------------------------------------

## Enter cloud service provider name here

 ----------------------------------------------------------------------------------------------------------------------------------------------

 AS AT enter date here.



# 1 Introduction

For an organisation to be a CloudCode Signatory they must wholly disclose the following information to all clients, both prospective and current, before, during and after the sales process. They must update their Disclosure Document and inform the Register of CloudCode Signatories of these changed disclosures as soon as possible and not later than 28 days after the change is made. Where the change has a material effect on the Cloud product or service being provided, they must notify all clients of these changes.

The CloudCode website provides more information of what constitutes a material change. The standard areas of disclosure required by the CloudCode are:

## Corporate Identity

 Company name: ...................................... *Click here to enter text***.**

Company Registration Number: ........ ...... *Click here to enter text.*

Trading name: ........................................... *Click here to enter text.*

Physical address: ...................................... *Click here to enter text.*

Postal address: .......................................... *Click here to enter text***.**

Company website:.....................................*Click here to enter text***.**

Contact phone number: ............................ *Click here to enter text***.**

Contact email address: ............................. *Click here to enter text***.**

Complaints about our service can be made in the first instance to. *Insert contact details of the relevant contact point.*

Contact person responsible for these disclosure statements can be contacted via the following email address: *Insert contact details of the relevant person.*

The disclosures herein apply to the following products or services supplied by us:

• *Product type/name.* as described at www. *Enter URL.*

• *Product type/name.* as described at www. *Enter URL.*

• *Product type/name.* as described at www. *Enter URL.*

• *Product type/name.* as described at www. *Enter URL.*

For the purpose of Legal Jurisdiction, the contracted supplier who provides the service to you is a *Click here to enter company or organization type.* registered in *state country.*

The governing law of our contract with you is *state jurisdiction.*

The disclosure statements that follow have been *self assessed/assessed externally (click to select).*

by *if externally assessed enter auditing organisations’ name here, otherwise delete this line.*

##  2. Ownership of Information

We *do/do not (click to select).* claim ownership of any data or information uploaded to our service.

Your data and information may traverse or be stored on our upstream provider’s networks or systems. In these instances that provider considers the data and information that you use or transmit via our service as owned by the *client/service provider/upstream provider (click to select).*

Metadata and other statistical information, such as anonymised data generated as a result of the use of our service, is owned by the *client/service provider/upstream provider (click to select).* and *is/may be (click to select).* used for the purposes of *Click here to enter text.*

## Security

As at the date of application:

* + - We *are / are not (click to select)* listed on the CSA STAR Registry.

(delete one of the following statements)

* + - We formally meet the following security related standards: ***state standard(s) held.*** at level *state level(s) held.* which have been *self assessed / assessed externally / audited (click to select).*by *state name of assessor.*

***or***:

We are currently undergoing the process of acquiring certification against the following security related standard(s) : .*state standard(s)*

 ***or***:

We do not formally meet any security related standards

* + - We have the following physical security in place at the data centres hosting your data:
		 *Click here to enter text.*
		- We have the following digital security in place on the systems hosting your data:
		*Click here to enter text.*

##  Data Location

* + - Our primary systems that host your data are located in*Click here to enter text.*
		- Our Backup/Disaster recovery systems that hold your data are located *Click here to enter text.*

Additional information about data location:

*Click here to enter text.*

## Data Access and Use

 Data access by you:

* + - Your data may be accessed during the contract period as described in our contract with you.
		- Your data can be downloaded from our service during the service provision period via the
		following formats*Click here to enter text.*
		- At the cessation of our service to you, your data *will /will not (click to select).* be available to access

 *(if answer above is “will be available” please complete the following statements, otherwise delete)*

* + - * Access to this data will be granted via*Click here to enter text.*
			* There *will /will not (click to select).* be additional charges for access to your data after the service has been ceased

Data access by us:

* + - Deletion of all customer data at the cessation of our service to you takes place*Click here to state time frame.*
		- We use customer data for the following business functions:*Click here to enter text.
		Click here to enter text.
		Click here to enter text.*

* + - We *do / do not (click to select).* access customer data for any other purpose *please outline if you do*
		- We *do / do not (click to select).* use customer data in order to generate revenue other than through provision of the service. *please outline if you do*

Data access by others:

* + - If we are approached by law enforcement agencies it is our policy to.

		*Click here to state policy.*
		- We *do / do not (click to select).* provide access to customer data to third parties other than law enforcement agencies as set out above.

## Backup and Maintenance

Understanding the backup procedures of your service provider and their maintenance policies allows the customer to make decisions on what further steps they may need to ensure their data is backed up sufficiently.

* + - Backups are performed every *Click here to state frequency.*.
		- Backups include (tick those that apply)
		 [ ]  system data
		 [ ]  client data
		 [ ]  statistical data
		 [ ]  operating system data
		 [ ]  other *please state.*

* + - Backup data is stored *Click here to state whether it is onside or offsite etc.*
		- Where backup data is stored offsite, the offsite location is *Click here to state distance in km’s.*. km from the location of the data being backed up

We test the restoration of backup data every *Click here to state how often.*
and the test is conducted..*click here to state how restoration is tested.*

* + - Access to backup data or archive data *is / is not (click to select).* available via *click here to state method.*
		- Adhoc requests for restoration of customer data will be commenced within *click here to state elapsed time from request.*
		- We *do / do not (click to select).* allow client audits of backup data, costs of which will be carried by*click here to state elapsed time from request.*
		- Backup data is retained for *click here to state period.*
		- We *do / do not (click to select).* undertake a regular maintenance programme to ensure the reliability and stability of our cloud resources
		- We *do / do not (click to select).* undertake a regular maintenance programme to ensure the reliability and stability of our service offerings.

## Geographic Diversity

* + - Our service *is / is not (click to select).* provided via multiple locations
		*(if the service is provided via multiple locations, the following disclosures should be made, if the opposite is true both these statements can be deleted)*
			* Our services are approximately.*click here to state distance.*..km apart in distance

*Or*

* + - * Our services are provided via both onshore and offshore locations

• Our services are provided from the following locations: *state countries where services are being provided from.*.

• We operate offices in the following countries: *click here to state.*

## SLA and Support

This section sets out the **standard** support mechanisms and service level agreements that apply to services.

• Our standard support hours are.*click here to state period.* (local time unless stated otherwise).

 • In the event of an unscheduled outage or incident, we will communicate the details of the issues and expected resolution times via *click here to state.*

* + - When communicating an issue to us we prefer you to do so via *click here to state.*
		- Our standard response time to any support issue raised is *click here to state.*
		- In the event of a major incident, we will update our notifications every *click here to state.* hours.)
		- When communicating with you we will use ..*click here to state.*
		 ( e.g. details provided by customer on application / email)
		- We *do / do not (click to select).* make incident reports available to our clients after a major incident.
		- We *will /will not (click to select).* shut down or isolate any service offering that is impacting, or will impact, service level agreements.
		- We *do / do not (click to select).* require service offering specific tools to enable safe service offering shutdown or isolation if needed.
		- We operate an *active/active, active/passive, other (click to select).*based service.
		If ‘other” *click here to state.*

 Additional information about SLA’s and support:

*Click here to enter text .*

## Data Transportability

## (please delete the appropriate statement)

* + - We *allow / do not allow (click to select).* the use of an API to access data during service provisioning and consumption.

***or:***An API is not relevant to the service we offer.

* + - Data *will /will not (click to select).* be available to download after we cease supplying service to you
		(if data is available post service cessation, then the following statement will apply)

Data can be obtained via *click here to state.*

* + - There *will / may /will not (click to select).* be additional charges associated with accessing data after your service has ceased.

##  Business Continuity

 *The service provider should disclose what their own business continuity preparations are, which may include an upstream provider’s SLA, redundancy and failover click here to state.*

##  Data Formats

* + - All client data *can/cannot (click to select).* be exported at any stage of the service delivery in the following formats: *click here to state.*
		- Our API requires data to be transmitted in the following formats *click here to state.*

Additional information can be entered here regarding portability and interoperability features:
*Click here to enter text .*

##

##  Ownership of Application

* + - The source code for the application that you use on our service *is / is not (click to select).*available to license on your systems outside of our service provision.
		- It *will /will not (click to select).* be possible to use your data downloaded from our systems in its native form outside of our service (i.e. your local network) by *state details of how the application can be run outside of the service providers systems .*

##  Customer Engagement

* + - We *do / do not (click to select).* allow the auditing of our services by customers
		- We *do / do not (click to select).* have an acceptable use policy that is applicable to the services stated in section 5.2. This policy can be found at *click here to state url uf AUP.*

 • We *do / do not (click to select).* operate a Privacy Policy. This policy can be found at *click here to state location of policy.*

##  Data Breaches

* + - If we discover that your data has been lost or compromised, we will *always / sometimes (click to select).* notify you as soon as practicable by *click here to state means.* unless that notification would compromise a criminal investigation into the breach. (If “sometimes”, *please state conditions*
		- When we are in possession of evidence of criminal activity associated with the breach (such as evidence of hacker activity) we will *always / sometimes (click to select).* notify appropriate law enforcement agencies. (If “sometimes”, *please state conditions*

##  Law Enforcement

When requested by appropriate law enforcement agencies to supply customer related information without a warrant or legal mechanism to compel disclosure:

(please delete the appropriate statement)

* + - It is our usual policy *to / not to (click to select).* comply with such requests.

		*or*
		- It is our usual policy to disclose only the following information *click to enter text*

 (e.g. metadata, or names and addresses only)

##  Region specific Disclosures

Please list the countries to which you are becoming a signatory to the CloudCode. (Currently just New Zealand).

New Zealand

**Schedule 1:**

New Zealand specific Content

##  S1.1 Data Breach Notification

The Office of the Privacy Commissioner has published voluntary breach notification guidelines, which can be found at [**www.privacy.org.nz/privacy-breach-guidelines-2**](http://www.privacy.org.nz/privacy-breach-guidelines-2)

* + The Data Breach Notification we will make in Section 5.15 *will /will not (click to select).* be made consistent with the Voluntary Breach Notification Guidelines issued by the Office of the Privacy Commissioner in New Zealand.
	+ Where we are able to determine that there has been significant loss or compromise of information and a risk of harm to individuals we *will also /will not (click to select).* notify the Office of the Privacy Commissioner directly.

##  S1.2 New Zealand Legistation

* + We affirm that we always comply with the Privacy Act, Fair Trading Act, Commerce Act, Copyright (Infringing File Sharing) Amendment Act 2011 and other relevant legislation.
	+ We *do/do not (click to select).* have a current Fair Trading Act Compliance policy, a c of which is attached.

##  S1.3 Fair Trading Compliance Policy (Sample)

A sample Fair Trading Act Compliance Policy can be downloaded from <http://nzco.mp/fta>