

# **MEGA**

**THE PRIVACY COMPANY**

DISCLOSURE STATEMENT PREPARED BY

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**Mega Limited**  
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AS AT 24 September 2013

# 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:

## 1. Corporate Identity

Company name: ..... **Mega Limited**

Company Registration Number: ..... **4136598**

Trading name: ..... **MEGA**

Physical address: ..... **Springhill Farm, 1232 SH1, RD 2, Wellsford 0972, New Zealand**

Postal address:..... **As above**

Company website:..... **<https://mega.co.nz/>**

Contact phone number: ..... **N/A**

Contact email address: ..... **legal@mega.co.nz**

Complaints about our service can be made in the first instance to. **email support@mega.co.nz**

Contact person responsible for these disclosure statements can be contacted via the following email address: **[ceo@mega.co.nz](mailto:ceo@mega.co.nz)**

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

- **Cloud storage** as described at <https://mega.co.nz/#register> and <https://mega.co.nz/#pro>

For the purpose of Legal Jurisdiction, the contracted supplier who provides the service to you is a **company** registered in **New Zealand**

The governing law of our contract with you is **New Zealand**

The disclosure statements that follow have been **Self assessed**

## 2. Ownership of Information

We **do not** 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***

Metadata and other statistical information, such as anonymised data generated as a result of the use of our service, is owned by the **service provider** and **is** used for the purposes of **operations, administration, and as published in the Guidance <https://mega.co.nz/#takedown>**

## 3. Security

As at the date of application:

- We **are not** listed on the CSA STAR Registry.
- We do not formally meet any security related standards
- We have the following physical security in place at the data centres hosting your data:  
**Strong physical security provided by data centre owners**
- We have the following digital security in place on the systems hosting your data:  
**Automated monitoring and end-to-end encryption (i.e. files are encrypted/decrypted by customers and MEGA only ever receives/stores/sends encrypted files**

## 4. Data Location

- Our primary systems that host your data are located in **Germany, Luxembourg, and New Zealand**
- Our Backup/Disaster recovery systems that hold your data are located **As above**

Additional information about data location:

**Data hosting location depends on geographical location of customer**

## 5. 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 **files as encrypted by customer unless you have violated the Terms of Service**
- At the cessation of our service to you, your data **will** be available to access (unless you have violated the Terms of Service)
  - Access to this data will be granted via **your account for a limited period of time (usually 90 days) unless you have violated the Terms of Service**
  - There **will not** 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 **within 90 days or as individually discussed with you, subject to your not violating the Terms of Service**
- We use customer data for the following business functions:  
**Customer data is never used by MEGA for any purpose**
- We **do not** access customer data for any other purpose
- We **do not** use customer data in order to generate revenue other than through provision of the service.

Data access by others:

- If we are approached by law enforcement agencies it is our policy to.  
**As published in our Guidance <https://mega.co.nz/#takedown>**
- We **do not** provide access to customer data to third parties other than law enforcement agencies as set out above.

## 6. 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 **in real-time**.
- Backups include (tick those that apply)
  - system data
  - client data
  - statistical data
  - operating system data
  - other *please state.*
- Backup data is stored **Within operational systems**  
  
We test the restoration of backup data every **day** and the test is conducted.. **ensure encrypted files are recovered**
- Access to backup data or archive data **is** available via **regular account access**
- Adhoc requests for restoration of customer data will be commenced within **not offered**
- We **do not** allow client audits of backup data
- Backup data is retained **continuously**
- We **do** undertake a regular maintenance programme to ensure the reliability and stability of our cloud resources
- We **do** undertake a regular maintenance programme to ensure the reliability and stability of our service offerings.

## 7. Geographic Diversity

- Our service **is** provided via multiple locations
  - Our services are provided via both onshore and offshore locations
- Our services are provided from the following locations: **Germany, Luxembourg, and New Zealand**.
- We operate offices in the following countries: **New Zealand**

## 8. SLA and Support

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

- Our standard support hours are **around the clock** (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 **website and social media (Twitter, Facebook)**

- When communicating an issue to us we prefer you to do so via **[email to support@mega.co.nz](mailto:support@mega.co.nz)**
- Our standard response time to any support issue raised is ***immediately where possible, in any case within 24 hours***
- In the event of a major incident, we will update our notifications every **1** hours.)
- When communicating with you we will use **..email**
- We **do not** make incident reports available to our clients after a major incident.
- We **will** shut down or isolate any service offering that is impacting, or will impact, service level agreements.
- We **do not** require service offering specific tools to enable safe service offering shutdown or isolation if needed.
- We operate an **other** based service.  
If ‘other’ ***MEGA is hosted in geographically dispersed data centres***

Additional information about SLA's and support:

**As described in the Terms of Service <https://mega.co.nz/#terms>**

## 9. Data Transportability

- We **allow** the use of an API to access data during service provisioning and consumption.
- Data **will** be available to download after we cease supplying service to you  
Data can be obtained via ***regular account access for 90 days unless you have violated the Terms of Service***
- There **will not** be additional charges associated with accessing data after your service has ceased.

## 10. Business Continuity

***Hosted in geographically dispersed data centres with redundant hardware and bandwidth sources***

## 11. Data Formats

- **All client data can be exported at any stage of the service delivery in the following formats: *as encrypted by the customer***
- Our API requires data to be transmitted in the following formats ***as encrypted by the customer***

Additional information can be entered here regarding portability and interoperability features:

**See <https://mega.co.nz/#dev> for information about the Software Development Kit and APIs**

## 12. Ownership of Application

- The source code for the application that you use on our service **is** available to license on your systems outside of our service provision.

- It **will** be possible to use your data downloaded from our systems in its native form outside of our service (i.e. your local network) by ***decrypting the files encrypted by the customer***

### 13. Customer Engagement

- We **do not** allow the auditing of our services by customers
- We **do** have an acceptable use policy that is applicable to the services stated in section 5.2. This policy can be found at <https://mega.co.nz/#terms>
- We **do** operate a Privacy Policy. This policy can be found at <https://mega.co.nz/#privacy>

### 14. Data Breaches

- If we discover that your data has been lost or compromised, we will **sometimes** notify you as soon as practicable by **email** unless that notification would compromise a criminal investigation into the breach, ***if encryption or customer information has been breached***
- When we are in possession of evidence of criminal activity associated with the breach (such as evidence of hacker activity) we will **always** notify appropriate law enforcement agencies. (If "sometimes", *please state conditions*)

### 15. Law Enforcement

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

- It is our usual policy **not to** comply with such requests.

### 16. 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** 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** notify the Office of the Privacy Commissioner directly.

## S1.2 New Zealand Legislation

- 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 not** have a current Fair Trading Act Compliance policy.

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

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