

DARWIN BUSINESS SERVICES

Because our business is your success!



PRIVACY POLICY

1 Overview

This privacy policy (**Privacy Policy**) sets out how Darwin Business Services Pty Ltd ABN 92 611 191 327 of PO BOX 36280 WINNELLIE NT 0821 (**DBS**) collects, stores, uses, protects and shares your Personal Information. It applies to our website and all related websites, applications, services and tools (together the **Website**). By visiting or using the Website you agree to the collection, storage, usage and disclosure of your Personal Information by DBS in the manner described in this Privacy Policy.

Personal Information means information that can be associated with a specific person and can be used to identify that person and includes your Information. Information that has been made anonymous or aggregated so that it cannot be used, whether in combination with other information or otherwise, to identify a specific user is not personal information.

Unless we obtain your written consent, we will not sell, disclose, licence or rent your Personal Information to a third party for that third party's marketing purposes.

DBS reserves the right to amend this Privacy Policy at any time by posting the amended terms on the Website. If we make material changes to this policy, we will notify you by means of a notice on our announcements board and/or other means so that you access and review the changes. If you object to any changes, you may close your account. By continuing to use the Website after notice of changes has been sent to you or published on the Website, you are deemed to have consented to the changes.

2 Collection

2.1 How we collect

DBS collects Personal Information in a number of ways, including:

- (a) when you provide information directly to DBS in person, by phone or in writing (whether electronic, via our communication tools or otherwise);
- (b) when you visit and/or use the Website, in which case, DBS record information sent to us by your computer, mobile device or other access device; and
- (c) from third parties such as DBS's related entities, service providers to DBS, operators of linked websites, applications and advertising on the Website.

2.2 What we collect

DBS collects the following types of Personal Information in order to provide you with access to and use of the Website and for the purposes provided for in this Privacy Policy:

- (a) your name, user ID's and passwords, phone number, mobile telephone number, email address, physical address and other contact information;
- (b) financial information such as credit card or bank account numbers;
- (c) records and content of communications with DBS or any other person including when using Website communication tools;
- (d) Personal Information based on your activities on the Website;
- (e) Personal Information you provide to us through any discussions boards, correspondence, member information pages, disputes, or shared by you from other social applications, services or websites;
- (f) to the extent permitted by law, other personal information provided by or obtained from third parties (such as a credit rating agency) including navigation and demographic data and credit check information;
- (g) additional personal information we ask you to provide to verify your identity consistent with our Terms & Conditions, this Privacy Policy or other Website policies (including your personal ID and your answers to any questions we pose to you); and
- (h) Personal Information from your interaction with the Website and its content and advertising, including device identifiers, device type, geo-location information, connection information, statistics on page views, traffic to and from the Website, mobile network information, time, date, referring URL, the type of operating system and browser, ad data, IP address and standard web log data.

Information is not associated with you personally unless you have registered an account with the Website.

3 *How Personal Information is used*

3.1 *Purpose*

DBS's principal purpose in collecting, using and storing your Personal Information is to provide you with access to and use of the Website in a personalised, safe and efficient manner. You consent to us collecting, using, storing and sharing your Personal Information to:

- (a) operate the Website, generate content and provide customer support and billing services (including updates and improvements);
- (b) provide the services requested by you;
- (c) research, develop and improve DBS's services;
- (d) to conduct surveys to determine use and satisfaction with DBS's services;
- (e) to generate statistics in relation to the Website;
- (f) detect, investigate and prevent potentially unlawful acts or omissions or acts or omissions with the potential to breach our Terms of Service, this Privacy Policy or other policies;
- (g) enforce our Terms of Service, this Privacy Policy or other policies;
- (h) verify information for accuracy or completeness (including by way of verification with third parties);
- (i) combine or aggregate your Personal Information with information we collect from third parties and use it for the purposes set out this Privacy Policy;
- (j) contact you at your contact details we have collected, by way of voice call, post, text message or email;
- (k) aggregate and/or make anonymous your Personal Information, so that it cannot be used, whether in combination with other information or otherwise, to identify you;
- (l) collect fees, resolve disputes and to identify, test and resolve problems;
- (m) notify you about the Website and updates to the Website from time to time; or
- (n) supply you with generalised, targeted or personalised marketing, advertising and promotional notices, offers and communications based on your preferences, and measure and improve our marketing, advertising and promotions based on your ad customisation preferences.

3.2 Opting out

You may withdraw your consent to us collecting, storing, using and disclosing your Personal Information in accordance with this Privacy Policy, but you may not be permitted to continue to use the Website or some of our services.

You may opt out of receiving our marketing, advertising and promotional notices, offers and communications by communicating this to us in writing at the email address below.

3.3 Disclosure to third parties

Notwithstanding section 3.2 above, you agree that we may disclose your Personal Information to:

- (a) enforce our Terms of Service, this Privacy Policy and other policies;
- (b) comply with any applicable law, request by a governmental agency or regulatory authority or legally binding court order;
- (c) respond to or resolve claims that a member has violated the rights of others;
- (d) protect a person's rights, property or safety;
- (e) DBS's directors, staff, contractors, professional advisers and related entities;
- (f) outsourced service providers who assist DBS to provide its services such as information technology providers and marketing advisers (including in relation to fee collection, fraud investigations and Website operations);
- (g) third parties to whom you expressly ask us to send, or consent to us sending, your Personal Information;
- (h) credit agencies (including regarding missed and late payments or other defaults or breaches on your account); or
- (i) such entities that we propose to merge with or be acquired by and in such case, we will require that the new entity following the merger or acquisition adhere to this Privacy Policy.

4 Sharing with other members

If you register as a Client your user ID will be connected to all of your activities on our Website and:

- (a) the contents of your profile, your user ID and your profile picture (if you upload one) will be shared with other members in our community;

- (b) you may share personal information and other information with other members in our community.
- (c) your user ID will be connected to all your activities,
- (d) If you comment on a Website blog, then those comments and your user ID will be available to visitors to and users of the Website.
- (e) Notices sent to other members of the DBS's community about suspicious activity and breach of our policies may refer to user IDs and specific items. So if you associate your name with your user ID, the people to whom you have revealed your name may be able to personally identify your activities.
- (f) If you disclose your Personal Information to third parties (including members of this Website), you will also be subject to the privacy policies of that party. DBS do not control the use, storage or disclosure of that information by such third parties (nor their privacy policies), who may apply different privacy rules and practices. DBS encourages you to ask questions before you disclose sensitive personal information to third parties.
- (g) You agree to use other Website user's personal information solely for:
 - (i) DBS's related purposes that are not unsolicited commercial messages;
 - (ii) using services offered by DBS; or
 - (iii) other purposes that a user expressly permits.
- (h) If you access the Website from a shared device or a device of a third party (such as in an internet café), your Personal Information including your User ID, activity or reminders from DBS, may also be available to other persons who access that device.

5 Use of Cookies

- (a) DBS (or a third party providing services to DBS) may use cookies, pixel tags, "flash cookies", or other local storage provided by your browser or associated applications (each a **Cookie** and together **Cookies**). A Cookie is a small file that stays on your computer or device until, depending on whether it is a sessional or persistent cookie, you turn your computer or device off or it expires (typically between 7 and 30 days depending on user settings).
- (b) Cookies may be used to provide you with our range of services including to identify you as a user or member of the Website, remember your preferences, customise and measure the effectiveness of the Website and our promotions, advertising and marketing, analyse your usage of the Website, and for security purposes.

(c) Cookies may collect and store your Personal Information. This Privacy Policy applies to personal information collected via cookies. You may adjust your internet browser to disable cookies. If Cookies are disabled, DBS may not be able to provide you with the full range of DBS's services.

(d) You also may encounter Cookies used by third parties and placed on certain pages of the Website that we do not control and have not authorised (such as webpages created by another user). DBS is neither responsible nor liable for the use of such Cookies.

(e) The Website may also include links to third party websites (including links created by users or members) and applications and advertising delivered to the Website by third parties (**Linked Sites**). Organisations that operate Linked Sites may collect personal information including through the use of Cookies. DBS is neither responsible nor liable for Linked Sites and recommends that you read the privacy policies of such Linked Sites before disclosing your Personal Information.

6 No Spam, Spyware or Spoofing

(a) You are prohibited from engaging in spam, spyware or spoofing type activities, regardless of whether directed towards DBS.

(b) You must not use the Website or its communication tools (including 'Let's Talk' email messaging tool) to send, upload or distribute spam, viruses or malicious, illegal or prohibited content to the Website or otherwise send content that would breach our Terms of Service or this Privacy Policy.

(c) DBS may (or we may engage a third party service provider to) take steps to scan and filter messages to check for spam, viruses, phishing attacks and other malicious activity or unlawful or content prohibited by this Privacy Policy and our Terms of Service.

(d) To report spam, spyware or spoof activities to DBS, email us at admin@darwin-business.com.

7 Accessing and amending your Personal Information

(a) It is important that you protect your password by using unique letters, numbers and special characters and by not sharing your password with any third party. If you disclose or lose control of your password or your Personal Information to a third party, you may be responsible for all actions taken in the name of your account or with this information including legally binding actions taken on your behalf. If you suspect that your password or account has been compromised, you must immediately notify DBS and change your password.

(b) You can access and amend much of your Personal Information by logging into your account. It is your responsibility to ensure that such information is accurate and up to date. In most cases, we will not amend your Personal Information on your behalf for the reason that it will be difficult for us to confirm your identity.

8 *Storage and security*

(a) DBS store and process your Personal Information on our host's servers, currently located in multiply locations around the world. You consent to the transfer, storage and retention of that information onto the servers of our host provider (currently GOOGLEAPPS, DROPBOX, XERO) used from time to time by DBS, regardless of the location of those servers.

(b) DBS has taken steps to protect your Personal Information by contracting with a third party to provide technical and security measures. These measures are designed to mitigate, but do not guarantee against, the risk of loss, misuse, unauthorised access, disclosure and alteration.

9 *Account Closure*

(a) If you request us to do so, we will as soon as reasonably practicable close your Website account.

(b) DBS may also close, terminate or deactivate inactive accounts or accounts that have been used in breach of our Terms of Service, Privacy Policy or other policies from time to time.

(c) In general but subject to other terms of this Privacy Policy, personal information from closed, terminated or deactivated accounts will remain on the Website but the login access to the account will be disabled as soon as reasonably practicable after account closure, termination or deactivation so that you and others cannot access the account.

(d) To the extent permitted by law, we reserve the right under certain situations to retain and store your Personal Information for such period as is deemed necessary by DBS, notwithstanding closure, termination or deactivation of your account. Such situations include where we are required to comply with laws or regulations, the collection of fees owing to DBS, the resolution of disputes, the prevention of fraud, unlawful activity or activity prohibited by this Privacy Policy or our Terms of Service, or the enforcement of our Terms of Service or this Privacy Policy.

10 Information Sharing with Social Media

DBS may offer services that allow you to share public aspects of the Website with third party websites such as Google Plus, Twitter, LinkedIn, Facebook and other social media websites.

11 Contact Us

If you have a question regarding this Privacy Policy or you would like to make a complaint, please contact the Privacy Manager at:

Email: admin@darwin-business.com

PO BOX 36280 WINNELLIE NT 0821