

# Privacy Policy

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## 1. OUTLINE

- 1.1 This Privacy Policy, which is subject to the Privacy Act and APPs, regulates how we collect, use and disclose *personal information*.
- 1.2 **Amendment.** We may change, vary or modify all or part of this Privacy Policy at any time in our sole discretion. It is your responsibility to check this Privacy Policy periodically for changes. If we adopt a new Privacy Policy:
  - 1.2.1 we will post the new Privacy Policy on the Platform; and
  - 1.2.2 it will apply by your subsequent or continued use of the Platform and/or our Services.

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## 2. PURPOSE

- 2.1 **Primary purpose.** We collect your *personal information* to lawfully carry out our functions and activities and provide you our Services (**Primary Purpose**).
- 2.2 **Related purposes.** In addition to the Primary Purpose, we may use the *personal information* we collect and you consent to us using your *personal information* to:
  - 2.2.1 provide you with information about the Services you requested and any other services and events you may be interested in;
  - 2.2.2 personalise and customise your experiences with us;
  - 2.2.3 help us review, manage and enhance our Services and develop insights used in reports or other content developed by us;
  - 2.2.4 communicate with you, including by email, mobile;
  - 2.2.5 conduct surveys or promotions;
  - 2.2.6 to process payments and administer your account, including to send you account related reminders;
  - 2.2.7 investigate any complaints about or made by you, or if we have reason to suspect you have breached any relevant terms; or
  - 2.2.8 as required or permitted by law.

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## 3. WHAT WE COLLECT

- 3.1 *Personal information* we collect about you may include identification information such as your name, address, company name, username, password, email address, mobile phone number, location and usage data from our Services.
- 3.2 All of your financial and payment information will be managed by a third party provider. We will not collect any of your financial or payment information apart from a *Stripe customer ID* and information regarding how much credit is available in your account available for you to access our Services and.
- 3.3 **Traffic Data Collected.** We automatically track and collect the following information when you visit our Platform, including your:
  - 3.3.1 IP address;
  - 3.3.2 domain server;
  - 3.3.3 type of computer;
  - 3.3.4 type of web browser; and
  - 3.3.5 other logs (collectively Traffic Data).
- 3.4 Traffic Data is anonymous information that does not personally identify you but is helpful for improving your experience on the Platform. We also use "cookies" to customize content specific to your interests and to store your password so you do not have to re-enter it each time you visit the Platform.

- 3.5 Other information we collect may include:
  - 3.5.1 the Internet Protocol address;
  - 3.5.2 the type of browser and operating system you used;
  - 3.5.3 the date and time you visited the Platform;
  - 3.5.4 the web pages or services you accessed on the Platform;
  - 3.5.5 the time spent on individual pages and the Platform overall;
  - 3.5.6 which files you downloaded; and
  - 3.5.7 information about your computer and Internet connections using cookies.
- 3.6 To ensure that we always provide an easy and reliable online experience for you, we rely on small pieces of information that are stored on your device. These small files are called cookies and they are used to make your online experience as good as it can be.
- 3.7 For example, cookies can be used to:
  - 3.7.1 recognise your device so that you do not have to enter your information several times during one task;
  - 3.7.2 allow us to see data on how you are using our website to ensure that we are providing you with the best service possible.
- 3.8 We will only collect, hold, use or disclose your *sensitive information* with your consent.

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## 4. HOW WE COLLECT

- 4.1 **How we collect.** Your *personal information* may be collected:
  - 4.1.1 when you complete an online form, application, consent, purchase, account sign-up or similar form via our Platform or otherwise;
  - 4.1.2 when you contact us to make a query or request;
  - 4.1.3 when you post information or otherwise interact with the Platform;
  - 4.1.4 when you participate in one of our Services, competitions or surveys;
  - 4.1.5 from those who request our Services on your behalf;
  - 4.1.6 from government regulators, law enforcement agencies and other government entities;
  - 4.1.7 by other means reasonably necessary.
- 4.2 **Third party collection.** We do collect contact names and email addresses from Xero Contacts so they can be applied to invoices. If we collect any *personal information* about you from someone other than you, to the extent not already set out in this Privacy Policy, we will inform you of the fact that we will collect, or have collected, such information and the circumstances of that collection before, at or as soon as reasonably practicable after we collect such *personal information*.
- 4.3 **Authority.** If you provide us with the *personal information* of another individual, without limiting any other provision of this Privacy Policy, you acknowledge and agree that the other individual:
  - 4.3.1 has authorised you to provide their *personal information* to us; and
  - 4.3.2 consents to us using their *personal information* in order for us to provide our Services.
- 4.4 **Unsolicited information.** If we receive unsolicited *personal information* about you that we could not have collected in accordance with this

- Privacy Policy and the Privacy Act, we will, within a reasonable period, destroy or de-identify such information received.
- 4.5 **Minors.** It is our policy to not collect *personal information* from persons who are under the age of 18 years or offer to send any promotional material to such persons.
- 4.6 **Anonymity.** If you would like to access any of our Services on an anonymous basis we will take reasonable steps to comply with your request, however:
  - 4.6.1 you may be precluded from taking advantage of some of our Services; and
  - 4.6.2 we will require you to identify yourself if:
    - a) we are required by law to deal with individuals who have identified themselves; or
    - b) it is impracticable for us to deal with you if you do not identify yourself.
- 4.7 **Destruction.** Subject to a legal requirement to the contrary, we will delete, destroy or de-identify your *personal information* if:
  - 4.7.1 the purpose for which we collected the *personal information* from you no longer exists or applies, which includes if your account remains inactive for a sufficient period of time for us to determine it is no longer in use;
  - 4.7.2 you delete your account; or
  - 4.7.3 you request us to destroy your *personal information*.

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## 5. USE

- 5.1 **Primary use.** We will only use and disclose your *personal information*:
  - 5.1.1 for purposes which are related to the Primary Purpose; or
  - 5.1.2 if we otherwise get your consent to do so, in accordance with this Privacy Policy and the Privacy Act.
- 5.2 We will not use your *personal information* for any purpose for which you would not reasonably expect us to use your *personal information*.
- 5.3 We will not sell, trade, rent or licence your *personal information* to third parties.
- 5.4 **Direct marketing.** We will offer you a choice as to whether you want to receive direct marketing communications about services including via email and online advertisements. If you choose not to receive these communications, we will not use your *personal information* for this purpose.
- 5.5 We will otherwise only use or disclose your *personal information* for the purposes of direct marketing if:
  - 5.5.1 we collected the information from you;
  - 5.5.2 it is reasonable in the circumstances to expect that we would use or disclose the information for direct marketing purposes;
  - 5.5.3 we provide you with a simple means to 'opt-in' and 'opt-out' of direct marketing communications from us; and
  - 5.5.4 you have not elected to 'opt-out' from receiving such direct marketing communications from us.
- 5.6 You may opt out of receiving such communications by:
  - 5.6.1 checking the relevant box on the form used to collect your *personal information*;

- 5.6.2 clicking a link on the email communication sent to you; or
- 5.6.3 contacting us using our contact details below.
- 5.7 We may offer you the opportunity to receive information from third parties regarding products or services that may be of interest to you. If you choose to receive such information, we may forward messages from such third parties to you. If we do so, we will not provide such third parties with any of your *personal information*.

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## 6. DISCLOSURE

- 6.1 **How we disclose.** We may disclose *personal information* and you consent to us disclosing such *personal information* to:
  - 6.1.1 third parties engaged by us to perform functions or provide Services on our behalf;
  - 6.1.2 to your employer or sponsoring organisation (as relevant);
  - 6.1.3 our professional advisors, including our accountants, auditors and lawyers;
  - 6.1.4 our related bodies corporate;
  - 6.1.5 persons authorised by you to receive information held by us, including to those individuals that you authorise us to provide information to via the Platform;
  - 6.1.6 a government authority, law enforcement agency, pursuant to a court order or as otherwise required by law; or
  - 6.1.7 a party to a transaction involving the sale of our business or its assets.
- 6.2 **Overseas disclosure.** We currently disclose *personal information* overseas, specifically to the USA as our servers are located in the USA. We may send your *personal information* to other overseas recipients to enable us provide you our Services.
- 6.3 Our third party payment gateway provider may disclose your *personal information* overseas. Please refer to the privacy policies of the third party payment gateway provider for information regarding how they will use, disclose and manage your *personal information*.
- 6.4 If we send your *personal information* to overseas recipients, we will take reasonable measures to protect your *personal information* such as ensuring all information is de-identified where appropriate before being transmitted. However, you acknowledge and agree that if we disclose your *personal information* to overseas recipients, we are not obliged to take reasonable steps to ensure overseas recipients of your *personal information* comply with the Privacy Act and the APPs.

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## 7. ACCESS + CORRECTION

- 7.1 **Access.** If you require access to your *personal information*, please contact us using our contact details below. You are required to put your request in writing and provide proof of identity.
- 7.2 We are not obliged to allow access to your *personal information* if:
  - 7.2.1 it would pose a serious threat to the life, health or safety of any individual or to the public;
  - 7.2.2 it would have an unreasonable impact on the privacy of other individuals;
  - 7.2.3 the request for access is frivolous or vexatious;
  - 7.2.4 it relates to existing or anticipated legal proceedings between you and us and would not ordinarily be accessible by the discovery process in such proceedings;

- 7.2.5 it would reveal our intentions in relation to negotiations with you in a way that would prejudice those negotiations;
- 7.2.6 it would be unlawful;
- 7.2.7 denying access is required or authorised by or under an Australian law or a court/tribunal order;
- 7.2.8 we have reason to suspect that an unlawful activity, or misconduct of a serious nature relating to our functions or activities has been, is being or may be engaged in and giving access would be likely to prejudice the taking of appropriate action in relation to the matter;
- 7.2.9 it would likely prejudice one or more enforcement related activities conducted by, or on behalf of, an enforcement body; or
- 7.2.10 it would reveal commercially sensitive information.
- 7.3 If you make a request for access to *personal information*, we will:
  - 7.3.1 respond to your request within 3 days or otherwise within a reasonable period; and
  - 7.3.2 if reasonable and practicable, give access to the *personal information* as requested.
- 7.4 If we refuse to give access to the *personal information*, we will give you a written notice that sets out at a minimum:
  - 7.4.1 our reasons for the refusal (to the extent it is reasonable to do so); and
  - 7.4.2 the mechanisms available to complain about the refusal.
- 7.5 **Correction.** We request that you keep your *personal information* as current as possible. If you feel that information about you is not accurate or your details have or are about to change, you can:
  - 7.5.1 self-update via the accounts setting page;
  - 7.5.2 contact us using our contact details below and we will correct or update your *personal information*; or
  - 7.5.3 change your details via the Platform.
- 7.6 If you otherwise make a request for us to correct your *personal information*, we will:
  - 7.6.1 respond to your request within 14 days or otherwise within a reasonable period; and
  - 7.6.2 if reasonable and practicable, correct the information as requested.
- 7.7 If we refuse a request to correct *personal information*, we will:
  - 7.7.1 give you a written notice setting out the reasons for the refusal and how you may make a complaint; and
  - 7.7.2 take reasonable steps to include a note with your *personal information* of the fact that we refused to correct it.

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## 8. SECURITY + PROTECTION

- 8.1 In relation to all *personal information*, we will take all reasonable steps to:
  - 8.1.1 ensure that the *personal information* we collect is accurate, up to date and complete;
  - 8.1.2 ensure that the *personal information* we hold, use or disclose is, with regard to the relevant purpose, accurate, up to date, complete and relevant; and
  - 8.1.3 protect *personal information* from misuse, loss or unauthorised access and disclosure.
- 8.2 We require staff and service providers to respect the confidentiality of *personal information*. We store your *personal information* on a secure server behind a firewall and use procedures

including IP Blocking, whitelisting, and other security software and encrypted databases accessible only by authorised personnel to protect your *personal information* from unauthorised access, destruction, use, modification or disclosure. We will require any third party payment gateway provider to process any payment transactions through a PCI compliant payment gateway. **Dual authentication is required for any system administrators or server access.**

8.3 Please contact us immediately if you become aware of or suspect any misuse or loss of your *personal information*.

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## 9. COMPLAINTS

- 9.1 If you have a complaint about how we collect, use, disclose, manage or protect your *personal information*, or consider that we have breached the Privacy Act or APPs, please contact us using our contact details below. We will respond to your complaint within 3 days of receiving the complaint.
- 9.2 Once the complaint has been received, we may resolve the matter in a number of ways:
  - 9.2.1 **Request for further information:** We may request further information from you. Please provide us with as much information as possible, including details of any relevant dates and documentation. This will enable us to investigate the complaint and determine an appropriate solution.
  - 9.2.2 **Discuss options:** We will discuss options for resolution with you and if you have suggestions about how the matter might be resolved you should raise these with our Privacy Officer.
  - 9.2.3 **Investigation:** Where necessary, the complaint will be investigated. We will try to do so within a reasonable time frame. It may be necessary to contact others in order to proceed with the investigation. This may be necessary in order to progress your complaint.
  - 9.2.4 **Conduct of our employees:** If your complaint involves the conduct of our employees we will raise the matter with the employees concerned and seek their comment and input in the resolution of the complaint.
- 9.3 After investigating the complaint, we will give you a written notice about our decision.
- 9.4 You are free to lodge a complaint directly with the Office of the Australian Information Commissioner (OAIC) online, by mail, fax or email. For more information please visit the OAIC website at [oaic.gov.au](http://oaic.gov.au).

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## 10. CONTACT

- 10.1 Please forward all correspondence in respect of this Privacy Policy to:
  - Privacy Officer
  - 5/66 Clark Road
  - North Sydney, 2060
  - Australia
  - E: [xsync@engaging.io](mailto:xsync@engaging.io)

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## 11. INTERPRETATION + DEFINITIONS

- 11.1 **Personal pronouns:** Except where the context otherwise provides or requires:
  - 11.1.1 the terms **we**, **us** or **our** refers to **ENGAGING COMMUNICATIONS PTY LTD** (ABN 51 140 718 038); and
  - 11.1.2 the terms **you** or **your** refers to a user of the Platform and/or a customer to whom we provide the Services.

11.2 Terms italicised and defined in the Privacy Act have the meaning given to them in the Privacy Act.

11.3 **Defined terms:** In this Privacy Policy unless otherwise provided, the following terms shall have their meaning as specified:

**APPs** means any of the Australian Privacy Principles set out in Schedule 3 of the Privacy Act.

**Platforms** means all or any of the relevant platforms, electronic interfaces and websites that are owned, provided and/or operated from time to time by us, regardless of how those websites are accessed by users (including via the internet, mobile phone, mobile applications or any other device or other means).

**Privacy Act** means the *Privacy Act 1988* (Cth) as amended from time to time.

**Privacy Policy** means this privacy policy as amended from time to time.

**Services** means software as a service and other services that we provide from time to time.

**Traffic Data** has the meaning set out in clause 3.3.