

Burnology Pty Ltd ACN 166 676 713 is committed to protecting your privacy. We provide this privacy policy under the *Privacy Act 1988* (Cth) to provide you details about our practices in relation to the collection, use, disclosure and handling of personal information.

PRIVACY POLICY

1. Privacy Policy

- 1.1 This Privacy Policy is governed by the Australian Privacy Principles under the *Privacy Act 1988* (Cth).
- 1.2 Our Privacy Policy does not create any rights or obligations for either you or us in addition to those imposed by the *Privacy Act 1988* (Cth).

2. Collection of Personal Information

2.1 We collect personal information when you:

- (a) subscribe to Burnology | Unite or its related services;
- (b) use the Burnology | Unite which continuously collects your geographic location and data;
- (c) interact with us through the phone, in person or via email and you provide us your details;
- (d) purchase or subscribe to our products or services;
- (e) subscribe to our mailing list;
- (f) enter our competitions or promotions; or
- (g) apply for positions at our Business or you are our contractor.

2.2 We collect personal information to:

- (a) allow you and other users to effectively plan, manage, re-assess and recover from emergencies;
- (b) provide our products or services related to Burnology | Unite to you;
- (c) improve our products and services;
- (d) communicate with you in regards to our services and products;
- (e) offer you promotional products or market products that you may be interested in;

- (f) keep a record of your subscriptions and orders;
- (g) keep our customer database;
- (h) investigate any complaints that you make;
- (i) investigate whether you are in breach of our End User Licence Agreement for Burnology | Unite;
- (j) verify your identity;
- (k) notify you of vacant positions if you applied for jobs at our Business;
- (l) comply with the law or to use your information as permitted under the law; and
- (m) use your information for purposes that are related to the above.

2.3 We collect and hold the following types of personal information:

- (a) your contact details that may include your name, business name, postal address, email address, contact numbers, occupation and employer's details;
- (b) your geographic location and your Global Positioning System (**GPS**) data;
- (c) optional personal information that you consent to provide, including your gender, age and emergency contact details; and
- (d) optional surveys that provide personal information including your feedback on our Business or Burnology | Unite.

2.4 We will only collect your personal information using fair and lawful means.

2.5 If we receive unsolicited personal information, we may destroy it or ensure that it is de-identified if it is lawful and reasonable to do so.

3. Cookies

3.1 We may, from time to time, use 'cookies' which are small data files placed on your machine or device to store information.

3.2 We use cookies for reasons including but not limited to:

- (a) improve performance by reporting any errors that occur;
- (b) provide statistics about how Burnology software is used;

- (c) remember settings that you used on our Website;
 - (d) identify that you are logged into Burnology software;
 - (e) link to social networks like Facebook and Twitter; and
 - (f) provide ads that are tailored to you, which we do not expect to do in the near future.
- 3.3 Please note that although cookies do not generally store personal information, they may contain your IP address. However you are effectively anonymous to us because the data is collected in aggregate.
- 3.4 You may disable and delete cookies in your browser if you do not want us to use cookies but doing so may detract from your experience of our Website.

4. Security

- 4.1 For credit card transactions we use a third party processor and/or payment gateway that we may change from time to time so that:
- (a) payments are processed in real time; and
 - (b) we do not have access to your credit card numbers.
- 4.2 We use database management systems to store personal information and it contains security features, such as encryption, firewall and anti-virus, to ensure the protection and integrity of our data.

5. Anonymity and Pseudonymity

- 5.1 You may interact anonymously or by using a pseudonym and you may refuse to give your details when it is reasonable to do so.
- 5.2 You must provide your personal information when you:
- (a) subscribe to our Burnology | Unite or its related products;
 - (b) engage us and we require your personal information to process your requests;
 - (c) sign up to mailing lists;
 - (d) lodge a complaint; or
 - (e) are required to provide personal information under the law.

6. Disclosure of Personal Information

- 6.1 We will only disclose your personal information for purposes that are reasonably related to our Business.
- 6.2 You agree that we may disclose your:
- (a) name and other personal information;
 - (b) geographic location (including GPS data);
 - (c) log-in status; and
 - (d) any other information that you consent to provide,
- to other users of our Burnology | Unite:
- (e) in the same organisation or under the same enterprise licence; and
 - (f) other persons and entities that you authorise from time to time.
- 6.3 We may disclose your personal information to third parties from time to time to assist us in conducting our Business including:
- (a) technology service providers including internet service providers or cloud service providers;
 - (b) couriers to deliver any product to you;
 - (c) data processors that analyse our website traffic or usage for us;
 - (d) agents that perform functions on our behalf, such as mailouts, debt collection, marketing or advertising;
 - (e) our related bodies corporate; and
 - (f) to persons, entities or courts as required under law.
- 6.4 We may disclose your personal information to third parties:
- (a) to provide the service you wish to use;
 - (b) to improve our Business, services, products and the Website;
 - (c) to customise and promote our services which may be of interest to you;
 - (d) to comply with or as permitted under the law; or

(e) with your consent.

6.5 We may disclose your personal information to service providers overseas to provide the services, including cloud service providers located in multiple countries including but not limited to Singapore.

7. Direct Marketing to You

7.1 We will not send you unsolicited commercial electronic messages in contravention of the *Spam Act 2003* (Cth).

7.2 We may use the non-sensitive information provided for the purpose of promoting and marketing our Business to you if we:

- (a) use the information that you reasonably expected us to use for promoting and marketing our Business to you; and
- (b) provide you a simple method to opt-out.

7.3 We will not contact you to promote or market our Business if you requested us not to.

8. Accessing and Correcting Your Personal Information

Accessing Your Personal Information

8.1 You may request access to your personal information that we hold and we will:

- (a) verify your identity;
- (b) charge you to cover the cost of meeting your request, if any, but not for the request itself; and
- (c) within a reasonable period of time, comply with your request.

8.2 We may refuse to allow you to access your personal information if we are not required to do so under the Privacy Act.

Correcting Your Information

8.3 You may request to correct your held personal information and we will update our records to ensure it is up-to-date, accurate, complete, relevant and not misleading.

8.4 Members of our Burnology | Unite may change their details through the software.

How to Contact Us

8.5 If you would like to access or correct your personal information, please contact us by:

- (a) email: admin@burnology.com;
- (b) writing to: 39 Molloy Cres Cook ACT 2614; or
- (c) phone: 0468 681 558.

9. Complaints

9.1 If you believe we breached the Australian Privacy Principles under the *Privacy Act 1988* (Cth) or a registered Australian Privacy Principles Code, you may lodge a complaint as follows:

- (a) contact us in writing regarding your complaint; and
- (b) you must allow us a reasonable time, about 30 days, to assess, receive professional advice and reply to your complaint.

10. Definitions and Interpretation

10.1 Unless contrary intention appears:

- (a) **Australian Privacy Principles** means the principles under the Schedule 1 of the *Privacy Act 1988* (Cth).
- (b) **Business** means the business of Burnology Pty Ltd ACN 166 676 713 trading as Burnology.
- (c) **Burnology software** means any software developed by us including Burnology | Unite as developed from time to time and our related website.
- (d) **Burnology | Unite** means the software provisionally titled Burnology | Unite as developed from time to time, and includes its related services and products
- (e) **sensitive information** means sensitive information as defined under *Privacy Act 1988* (Cth).
- (f) **personal information** means personal information as defined under *Privacy Act 1988* (Cth).
- (g) **You** (whether in capitals or not) means the user of our Website and Your and Yours have corresponding meanings.

- (h) **We** (whether in capitals or not) means Burnology Pty Ltd ACN 166 676 713 trading as Burnology and Us and Ours have corresponding meanings.
- (i) **Website** means the website address of our Burnology | Unite, currently www.burnology.com.au.

10.2 The word 'include' is used without any limitation.