Privacy Policy

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 Platforms; and

1.2.2 it will then apply through your acceptance of it by subsequent or continued use of the Platform and/or our Products and Services.

2. PURPOSE

2.1 **Primary and Secondary Purposes.**

Purpose/Activity	**Type of *personal information***	**Basis for use**
To process and deliver Products and Services to you including but not limited to: • preparing and delivering documents (including purchase order forms and other contractual documents) • managing payments, fees and charges • collecting and recovering money owed to us	• Identity • Contact • Financial • Transaction • Client	• Performance of a contract with you • Legal and regulatory requirement • Necessary for our legitimate interests (e.g. to recover debts due to us)
To provide you with information about the Products and Services you requested and any other products and services you may be interested in	• Identity • Contact • Client • Marketing and Communications	• Performance of a contract with you • Improvement of delivery of Products and Services to you
To personalise and customise your experiences with us	• Identity • Contact • Client • Technical • Marketing and Communications • Profile	• Performance of a contract with you
To help us meet our warranty obligations	• Identity • Contact • Client • Technical	• Performance of a contract with you • Legal and regulatory requirement

To help us review, manage and enhance our Products and Services and develop insights used in reports or other content developed by us	• Identity • Contact • Client • Technical • Marketing and Communications • Profile	• Necessary for our legitimate interests (e.g. to study how our customers interact with and use our Products and Services, to develop our Products and Services, to grow our business, and to inform our marketing strategy)
To communicate with you, including by email, mobile and in-application notifications	• Identity • Contact • Profile	• Performance of a contract with you • Necessary for our legitimate interests (e.g. to resolve any matters that require additional services or attention by us in relation to the Products or Services delivered to you)
To process payments and administer your account, including to send you account related reminders	• Identity • Contact • Financial • Transaction • Client	• Legal and regulatory requirement • Necessary for our legitimate interests (e.g. to recover debts due to us)
To investigate any complaints about or made by you, or if we have reason to suspect you have breached any relevant terms	• Identity • Contact • Financial • Transaction • Client	• Legal and regulatory requirement • Necessary for our legitimate interests (e.g. to ensure that we continue to deliver Products and Services in accordance with industry best-practice)
To do anything else as required or permitted by any law	• Identity • Contact • Financial • Transaction • Client • Technical • Marketing and Communications • Profile	• Legal and regulatory requirement • Necessary for our legitimate interests • Improvement of delivery of Products and Services to you

3. WHAT WE COLLECT

3.1 *Personal information* we collect about you may include identification information such as your name, address, email address, mobile phone number, usage data, and financial and payment information and from our Products and Services. We also may collect any additional information as part of our collection of Identity, Contact, Financial, Transaction, Marketing and Communications, Client and Profile information used for the Primary and Secondary Purposes.

3.2 We will only collect, hold, use or disclose your *sensitive information* with your consent or if you volunteer your *sensitive information* to us.

4. HOW WE COLLECT

4.1 **How we collect**. Your *personal information* may be collected:

4.1.1 when you complete an application, consent, purchase, account sign-up or similar form via our Platforms or otherwise;

4.1.2 when you contact us to submit a query or request;

4.1.3 when you post information or otherwise interact with the Platforms;

4.1.4 when you participate in one of our surveys;

4.1.5 from those who request our Products and Services on your behalf;

4.1.6 from publicly available sources of information;

4.1.7 from government regulators, law enforcement agencies and other government entities;

4.1.8 from business contacts, external service providers and suppliers; or

4.1.9 by other means reasonably necessary.

4.2 **Third party collection**. 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 Products and 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 **Anonymity**. If you would like to access any of our Products and Services on an anonymous or pseudonymous basis, we will take reasonable steps to comply with your request, however:

4.5.1 you may be precluded from taking advantage of some or all of our Products and Services; and

4.5.2 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.

4.6 **Destruction**. Subject to a legal requirement to the contrary, we will destroy or de-identify your *personal information* if:

4.6.1 the purpose for which we collected the *personal information* from you no longer exists or applies; or

4.6.2 you request us to destroy your *personal information*,

and we are not required by law to retain your personal information.

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 or Secondary Purposes; 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. 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-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.

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 Products and Services on our behalf;

6.1.2 relevant regulatory bodies in the industry in which we or you operate;

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;

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 may in some circumstances send your *personal information* to overseas recipients to enable us to provide our Products and Services to you.

6.3 Overseas recipients that may handle or process your data include (but are not limited to) the server hosts of our email services, cloud storage services and the Platforms.

6.4 If we send your *personal information* to overseas recipients, we will take reasonable measures to protect your *personal information* from misuse, interference, loss, unauthorised access or modification. 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.

6.5 If we become aware that you are a citizen of, or are located within, the European Union at the time at which we collect *personal information* about you, or at the time at which we propose to transfer *personal information* about you overseas, we will take steps to ensure that we comply with Articles 45 to 49 of the European General Data Protection Regulation in relation to the transfer of your *personal information* overseas. However, you acknowledge that as we conduct our business from and predominantly within Australia, you are required to provide us with written notice of our need to comply with the General Data Protection Regulation in relation to your *personal information* if you wish for us to take steps that are not already set out in this Privacy Policy.

7. ACCESS + CORRECTION

7.1 **Access**. If you require access to your *personal information*, please contact us using our contact details set out at clause 11. You may be 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 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 a reasonable period after the request is made; 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 contact us using our contact details set out at clause 11 and we will correct or update your *personal information*.

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 a reasonable period after the request is made; 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.

7.8 **Restriction.** If you are a citizen of, or are located within, the European Union at the time at which we collect *personal information* about you, or at the time at which you make a relevant request, we will take steps to ensure that we comply with a request by you to restrict the use of your *personal information* pursuant to Article 18 of the European General Data Protection Regulation. You acknowledge that, depending on the nature of the restriction you request, we may be unable to provide you with some or all of our Products and Services (or any part of any Product or Service) if we comply with your request. In such circumstances, we will advise you of our inability to provide or continue to provide you with the relevant Products and Services, and if you confirm that you would like us to proceed with your request, we may terminate a relevant agreement or other document with you in relation to our Products and Services.

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 security software accessible only by authorised personnel and service providers to protect your *personal information* from unauthorized access, destruction, use, modification or disclosure.

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

9. DATA BREACHES

9.1 We are required to comply with the Notifiable Data Breaches scheme under Part IIIC of the Privacy Act.

9.2 If we become aware that a Data Breach in respect of *personal information* held by us may have occurred, we will:

9.2.1 investigate the circumstances surrounding the potential Data Breach to determine whether a Data Breach has occurred; and

9.2.2 if a Data Breach has occurred, carry out a reasonable and expeditious assessment of whether there are reasonable grounds to believe that the relevant circumstances amount to an *eligible data breach*.

9.3 If we become aware that there has been an *eligible data breach* in respect of *personal information* held by us, and the *personal information* relates to you or you are at risk from the *eligible data breach*, we will ensure that either we, or a relevant APP entity that is the subject of the same *eligible data breach*:

9.3.1 prepare a statement that complies with subsection 26WK (3) of the Privacy Act;

9.3.2 provide a copy of the statement to the Office of the Australian Information Commissioner (OAIC); and

9.3.3 if it is practicable, notify you of the contents of the statement, or otherwise publish a copy of the statement on the Website and take reasonable steps to publicise the contents of the statement, as soon as practicable after the completion of the preparation of the statement.

10. COMPLAINTS

10.1 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 14 days of receiving the complaint.

10.2 Once the complaint has been received, we may resolve the matter in a number of ways:

10.2.1 **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.

10.2.2 **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.

10.2.3 **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.

10.2.4 **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.

10.3 After investigating the complaint, we will give you a written notice about our decision.

10.4 You are free to lodge a complaint directly with the OAIC online, by mail, fax or email. For more information please visit the OAIC website at *oaic.gov.au*.

11. CONTACT

11.1 Please forward all correspondence in respect of this Privacy Policy to:

Privacy Officer
c/- PO Box 141
Charlestown NSW 2290
P: +61 2 4905 0810
E: *admin@pdsglobal.com*

12. INTERPRETATION + DEFINITIONS

12.1 **Personal pronouns:** Except where the context otherwise provides or requires:

12.1.1 the terms **we**, **us** or **our** refers to Productivity Development Solutions Pty Ltd (ACN 147 900 641) of c/- Level 1, 192 Pacific Highway, Charlestown, NSW, 2290, Australia and

12.1.2 the terms **you** or **your** refers to a user of the Platform and/or a customer to whom we provide the Products and Services.

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

12.3 **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 1 of the Privacy Act.

Client information includes information about how you use the Products and Services or our website, as well as *personal information* which can include Identity, Contact, Financial, Transaction and Profile information of you and/or your family members, beneficiaries, employees or employers, or other third persons about whom we need to collect *personal information* by law, or under the terms of a contract we have with you.

Contact information includes billing address, postal address, email address and telephone numbers (these details may relate to your work or to you personally, depending on the nature of our relationship with you or the company that you work for).

Data Breach means unauthorised access, modification, use, disclosure, loss, or other misuse of *personal information* held by us.

Financial information includes bank account and other payment method details.

Identity information includes first name, maiden name, last name, username or similar identifier, marital status, title, date of birth, gender, your job function, your employer or department.

Marketing and Communications information includes your preferences in receiving marketing from us and your communication preferences. This may include information about events to which you or your colleagues

are invited, and your *personal information* and preferences to the extent that this information is relevant to organising and managing those events (for example, your dietary requirements).

Platforms means all or any of the relevant platforms, electronic interfaces (including the Products) and websites that are owned, provided and/or operated from time to time by us (including but not limited to the Website), regardless of how those websites are accessed by users (including via the internet, mobile phone, mobile applications or any other device or other means).

Primary and Secondary Purposes means the primary and secondary purposes stated at clause 2.1.

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.

Profile information includes your username and password, your interests, preferences, feedback, survey responses and all other information you provide through your use of the Products or Services, or otherwise through your contact or correspondence with us.

Products means the software packages known as PDS Idler, PDS Wear, PDS Complex, PDS Inspect and any other products offered by us from time to time.

Services means the implementation, training and support services offered by us from time to time in relation to our Products.

Technical information includes (as relevant):

(a) The Internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform;

(b) Information about your visit to our website/Products, such as the full Uniform Resource Locators (URL), clickstream to, through and from our website/Products (including date and time), services viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), methods used to browse away from a page, any phone number used to call our central switchboard number, and direct dials or social media handles used to connect with our fee earners or other employees; and

(c) Location data which we may collect through our website/Products and which provides your real-time location in order to provide location services (where requested or agreed to by you) to deliver content or other services that are dependent on knowing where you are. This information may also be collected in combination with an identifier associated with your device to enable us to recognise your mobile browser or device when you return to the website/App. Delivery of location services will involve reference to one or more of the following:

(i) the coordinates (latitude/longitude) of your location;

(ii) look-up of your country of location by reference to your IP address against public sources; and/or

(iii) your Identifier for Advertisers (IFA) code for your Apple device, or the Android ID for your Android device, or a similar device identifier. See our cookie policy for more information on the use of cookies and device identifiers on the website/Apps.

Transaction information includes details about payments to and from you and other associated information.

Website means *https://www.pdsglobal.com/* and all relevant sub-domains.