

Platform Use Agreement

By accessing or using the Platform, you confirm you have read, understood and agree to be bound by and comply with this Agreement. This Agreement constitutes a binding agreement between you and the Company and governs your use of the Platform.

Definitions

“Agreement” means the terms and conditions of this agreement, Schedule 1 and the privacy policy.

“Platform” means the application, websites and platforms owned, operated, used and/or managed by us.

“Profile” means the creation of a profile account for your use, including and any access and/or use of the Platform whether or not your Profile is created or completed.

"we", "us", "our" or the "Company" means Reliable Transportation Services Pty Ltd (ABN 60 621 619 145).

“user“, “you“, “your” and “yours” refers to the person using the Platform.

Your agreement

You agree to comply with your obligations under this Agreement and all applicable laws and regulations.

Your use of the Platform is subject to your ongoing compliance with this Agreement.

You represent and warrant to the Company that you are over the age of 18 years. Should the Company suffer any damage or other losses as a result of a transaction entered into by a minor, we reserve the right to seek compensation for such losses from his/her parents or guardians.

You understand that this Agreement may be amended from time to time. The changes will apply as soon as possible under law. You are encouraged to check the Platform to keep yourself updated off the terms of this Agreement and if you do not agree to the changes then you must immediately stop using the Platform.

Our rights and your indemnity to us

Without limiting any other remedies available to the Company at law or in equity, the Company reserves the right to, without notice:

- temporarily or indefinitely suspend, or terminate, your access to the Platform or refuse to provide services to you if:
 - you breach any provision of this Agreement;
 - the Company is unable to verify or authenticate any information that you provide to us; or
 - the Company believes that your actions may cause damage and/or legal liability to the Company, any of its customers or suppliers or any other person; and

- remove or block access to any information and/or materials (in whole or in part) that the Company, at its sole and absolute discretion, regards in any way to be objectionable or in violation of any applicable law, any person's intellectual property rights or this Agreement.

Indemnity

You indemnify and hold harmless the Company and its officers, employees, agents, consultants, licensors, partners and affiliates from and against any losses, liabilities, costs, expenses or damages (including actual, special, indirect and consequential losses or damages of every kind and nature, including all legal fees on a solicitor-client basis) suffered or incurred by any of them due to, arising out of, or in any way related to (directly or indirectly):

- any material or information that you submit, post, transmit or otherwise make available through the Platform;
- your use of, or connection to, the Platform; and/or
- your negligence or misconduct, breach of this Agreement or violation of any law or the rights of any person.

Profile and security

Username and password

Upon registration with the Platform, you will be issued with a username and password to access your Profile. You are responsible for maintaining the security of your password for the Platform. The Company will not be liable for any loss or damage arising from or in connection with your failure to comply with this security obligation. You agree that the Company will be entitled to assume that any person using the Platform with your username and password is you or your authorised representative.

You must notify the Company immediately of any known or suspected unauthorised use of any password or any other breach of security.

User information

In order to register a Profile with the Platform, you must agree to this Agreement and provide the Company with:

- a valid email address;
- accurate banking and contact information; and
- any other information that may be required by the Company during the registration process.

You must promptly update this information to maintain its accuracy at all times.

You represent and warrant to the Company that all information provided to the Company by you, including the information provided by you through or on the Platform is true and not misleading and does not violate any applicable law or regulation or any person's intellectual property or other rights.

Multiple Profiles and automated Profile opening

One person may not maintain more than one Profile with the Platform. Profiles registered by "bots" or other automated methods are not permitted.

Approval of registrations

The Company reserves the right to accept or reject any application for registration of a Profile with the Platform at its discretion.

Profile

Creating Profile and/or providing information constitutes offer

Information contained in the Platform constitutes an invitation to treat only. No information in the Platform constitutes an offer by us to purchase or supply any services to or from you.

We are not required to process or accept your Profile or any other request from you until you:

- provide all necessary, reasonable or desirable information we need, in full, for the operation of our business, the Platform and/or to fulfill any lawful requirement; and
- have passed our internal validation procedures (if any), which are undertaken in order to verify the bona fides of each Profile holder, to prevent credit card and other fraud and that is reasonably necessary for the operation of our business.

We reserve the right at our discretion and without liability to you remove or edit any content on the Platform. You acknowledge and agree that you will retain original and copies of all information and documentation you input onto the Platform and will not use or rely on the Platform to retain any such records.

Acceptance of Profile

Acceptance of a Profile will take place if and when the Company either notifies you in writing that your Profile has been accepted, at the time stated in the notification.

Suspend or Cancel a Profile

We may, in our discretion and without liability to you, with or without cause, with or without prior notice or explanation and at any time, decide to limit, suspend, deactivate or cancel your Profile or access or use of the Platform, either temporarily or permanently, if we cease to operate in Australia or if we consider you have breached this Agreement, any other agreement you have with us or any terms and conditions applicable to you. We will endeavour to provide you with a reason if we suspend or deactivate your Profile.

Intellectual property

Copyright

In this Agreement, the term "**Proprietary Content**" means:

- the Platform;
- all of its content (including all of the text, graphics, designs, software, data, sound and video files and other information contained in the Platform, and the selection and arrangement thereof); and
- all software, systems and other information owned or used by the Company in connection with the Platform (whether hosted on the same server as the Platform or otherwise).

All Proprietary Content is the property of the Company or its licensors (as applicable) and is protected by Australian and international copyright laws. You must not reproduce, transmit, republish or prepare

derivative works from any of the Proprietary Content, except with the prior written consent of the Company or other copyright owner (as applicable).

Trademarks

The Company's logo and the phrase "RTS Transport Services" are trademarks of the Company. The look and feel of the Platform (including all button icons, scripts, custom graphics and headers) are the trademarks, service marks and/or trade dress of the Company. These trademarks, service marks and trade dress may not be used, copied or imitated, in whole or in part, without the prior written consent of the Company.

User Content

In this Agreement, the term "**User Content**" means any and all content that is submitted, posted or otherwise added to the Platform by you or any user, including comments, forum posts, chat room messages, reviews, ratings and feedback, personal information, contracts, contact details, work history etc.

The Platform contains some features that enable you and other users to upload User Content. The Company reserves the right to display, refuse to display, remove and/or amend all or any part of any User Content at its absolute discretion. In respect of any User Content that you upload, you:

- represent and warranty to the Company that your sharing of that User Content does not infringe any copyright or other legal right of any other person; and
- grant to the Company a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, sub-licensable and transferable license to use, reproduce, distribute, modify, adapt, prepare derivative works of, publicly display, publicly perform and otherwise exploit all or any part of that User Content in any way at the Company's absolute discretion.

Copyright claims

If you believe that our site contains any material that infringes upon any copyright that you hold or control, or that users are directed through a link on the Platform to a third party website that you believe is infringing upon any copyright that you hold or control, you may send a notification of such alleged infringement to us in writing. Such notification should identify the works that are allegedly being infringed upon and the allegedly infringing material and give particulars of the alleged infringement. In response to such a notification, we will give a written notice of a claim of copyright infringement to the provider of the allegedly infringing material. If the provider of that material does not respond to us in writing denying the alleged infringement within 14 days after receipt of that notice, we will remove or block the allegedly infringing material as soon as is reasonably practicable. If the provider of that material responds to us in writing denying the alleged infringement, we will, as soon as is reasonably practicable, send a copy of that response to the original notifying party. If the original notifying party does not, within a further 14 days, file an action seeking a court order against the provider of the allegedly infringing material, we may restore any removed or blocked material at our discretion. If the original notifying party files such a legal action, we will remove or block the allegedly infringing material pending resolution of that legal action.

Your use

By accessing the Platform you are granted a limited, revocable, royalty free, non-exclusive, non-transferable and non-sublicensable licence to use the Platform in accordance with this Agreement. You acknowledge that other than the express licence granted to you in this Agreement, you obtain no other rights, implied or otherwise, in respect of the Platform.

Disclaimer of warranties

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY AND ITS OFFICERS, EMPLOYEES, AGENTS, CONSULTANTS, LICENSORS, PARTNERS AND AFFILIATES EXPRESSLY DISCLAIM ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES (WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE) IN RELATION TO THE PLATFORM AND ANY SERVICES PURCHASED, USED, ORDERED OR OBTAINED THROUGH THE PLATFORM, INCLUDING ANY IMPLIED WARRANTY/GUARANTEE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

The Platform is provided strictly on an "as is" basis. To the maximum extent permitted by law, the Company and its officers, employees, agents, consultants, licensors, partners and affiliates make no representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the Platform or any of its content, and in particular do not represent, warrant or guarantee that:

- the use of the Platform will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data;
- the Platform will meet your requirements or expectations;
- anything on the Platform, or on any third-party website referred or linked to in the Platform, is reliable, accurate, complete or up-to-date;
- the quality of any services, information or other material purchased or obtained through the Platform will meet any particular requirements or expectations;
- your data will be available or that the Platform will be available at any time;
- the accuracy, completeness, adequacy or reliability of the information and content contained on the Platform;
- errors or defects will be corrected; or
- the Platform or the servers that make it available are free of viruses or other harmful components.

Limitation of liability

Exclusion of liability

To the maximum extent permitted by law, the Company and its officers, employees, agents, consultants, licensors, partners and affiliates exclude all liability to you or any other person for any loss, cost, expense, claim or damage (whether arising in contract, negligence, tort, equity, statute or otherwise, and for any loss, whether it be consequential, indirect, incidental, special, punitive, exemplary or otherwise, including any loss of profits, loss or corruption of data or loss of goodwill) arising directly or indirectly out of, or in connection with, this Agreement or the use of the Platform by you or any other person.

Remedies limited

To the maximum extent permitted by law, the Company and its officers, employees, agents, consultants, licensors, partners and affiliates expressly limit their liability for breach of any non-excludable condition or warranty/guarantee implied by virtue of any legislation to the following remedies (the choice of which is to be at the Company's sole discretion):

- in the case of goods, to any of the following:

- the replacement of the goods or the supply of equivalent goods;
- the repair of the goods;
- the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- the payment of the cost of having the goods repaired; and
- in the case of services:
 - the supply of the services again; or
 - the payment of the cost of having the services supplied again.

Release

You agree that your use of the Platform is at your own discretion and risk. You agree to release the Company and its officers, employees, agents, consultants, licensors, partners and affiliates from any claim, demand or cause of action that you may have against any of them arising from this Agreement or the use of the Platform by you or any other person. The Company may plead this release as a bar and complete defence to any claims or proceedings.

Force majeure

To the maximum extent permitted by law, and without limiting any other provision of this Agreement, the Company excludes liability for any delay in performing any of its obligations under this Agreement where such delay is caused by circumstances beyond the reasonable control of the Company, and the Company shall be entitled to a reasonable extension of time for the performance of such obligations.

Consumer

If you are a consumer, we may be taken to have given you certain consumer guarantees under the Australian Consumer Law or state based Fair Trading Acts (collectively Consumer Legislation) about the supply of goods or services to you. If we fail to comply with those consumer guarantees, then you may have rights against us under the Consumer Legislation that we are prohibited by law from excluding, restricting or modifying. However, where any goods (if any) or services supplied under this Agreement are not of a kind ordinarily acquired for personal, domestic or household use or consumption, our liability for breach of any consumer guarantee applicable to our supply of those goods or, if applicable, services under the Consumer Legislation, is (to the extent permitted by the Consumer Legislation) limited to any one or more of the following, as determined by us: (a) the supply of equivalent goods or services again; and (b) the payment of the cost of acquiring equivalent goods or having the services supplied again.

To the extent permitted by applicable law, including the Consumer Legislation, our maximum aggregate liability for any loss or damage suffered or incurred by you arising from or in connection with your use of the Platform will be limited to the amount of fees actually paid by you to us in the 1 month immediately prior to the event giving rise to such claim.

General

Interpretation

In this Agreement, the following rules of interpretation apply:

- headings are for reference purposes only and in no way define, limit or describe the scope or extent of any provision in this Agreement;

- this Agreement may not be construed adversely against the Company solely because the Company prepared them;
- the singular includes the plural and vice-versa;
- a reference to a "person" includes an individual, a firm, a corporation, a body corporate, a partnership, an unincorporated body, an association, a government body or any other entity; and
- the meaning of general words is not limited by specific examples introduced by "including", "for example", "in particular" or similar expressions.

Notifications

The Company may provide any notification for the purposes of this Agreement by email and/or by adding the notification into your Profile.

Costs

Except as specifically provided in this Agreement, each party must bear its own legal, accounting and other costs associated with this Agreement.

Assignment

You may not assign, transfer or sub-contract any of your rights or obligations under this Agreement without the Company's prior written consent. Your registration with the Platform is personal to you and may not be sold or otherwise transferred to any other person.

The Company may assign, transfer or sub-contract any of its rights or obligations under this Agreement at any time without notice to you.

No waiver

Waiver of any power or right under this Agreement must be in writing signed by the party entitled to the benefit of that power or right and is effective only to the extent set out in that written waiver. Any failure by the Company to act with respect to a breach by you or others does not waive the Company's right to act with respect to that breach or any subsequent or similar breaches.

Severability

The provisions of this Agreement are severable and, if any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future law, such provision or part of it may be removed and the remaining provisions shall be enforced.

Variation

The Company reserves the right to amend this Agreement and any other policy on the Platform at any time in its sole discretion and any such changes will, unless otherwise noted, be effective immediately. Your continued usage of the Platform will mean you accept those amendments. We reserve the right, without notice and at our sole discretion, to change, suspend, discontinue or impose limits on any aspect or content of the Platform or the services offered through the Platform.

You may only vary or amend this Agreement by written agreement with the Company.

Governing law and jurisdiction

This Agreement will be governed in all respects by the laws of Victoria. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria and the courts of appeal from them.

Schedule 1 – Prohibited conduct

YOU MUST NOT:

- use any device, routine or software that interferes, or attempt to interfere, with the proper working of the Platform;
- engage in any action that requires, or may require, an unreasonable or excessively large load on our infrastructure;
- use the Platform to decipher passwords or security encryption codes, transmit any worms, viruses or Trojan horses, transfer or store illegal, threatening or obscene material or otherwise violate the security of any computer network;
- use the Platform to violate any applicable local, state, national or international law, to engage in any misleading or deceptive online marketing practices or for any fraudulent or malicious purposes;
- use any spider, robot or search/retrieval application or any screen scraping, data mining or similar data gathering device, process, program or means to access, retrieve or index any portion of the Platform;
- use the Platform by any automated means;
- use the Platform to transmit junk mail, spam or chain letters or pyramid schemes or engage in other flooding techniques or mass distribution of unsolicited email;
- access, retrieve or index any portion of the Platform for use in constructing or populating any database that is searchable online or for the purpose of soliciting or sharing reviews;
- interfere with the display of any advertisements appearing on or in connection with the Platform;
- reverse engineer, decompile, disassemble, adapt, modify, translate, frame or reformat any of the material contained on the Platform;
- reproduce, duplicate, copy or store any of the material appearing on the Platform;
- falsely imply that any other website is associated with the Platform;
- do anything that leads, or may lead, to a decrease in the value of the Company's intellectual property rights in the Platform;
- use or exploit any of the material appearing on the Platform for, or in connection with, any business or enterprise (whether for profit or otherwise), including any business or enterprise that is in competition with the Platform;
- release to the public any news release, advertising material, promotional material or any other form of publicity or information relating to the Company without the Company's prior written consent; or
- use the Platform to transmit any information or material that is, or may reasonably be considered to be:
 - abusive, threatening, harassing, harmful, obscene, indecent, lewd, inflammatory, violent, vulgar, profane, racially, ethnically or otherwise objectionable or offensive in any way;

- libellous, defamatory, pornographic, sexually explicit, unlawful or plagiarised;
- infringing upon or violating any copyright, trademark, patent or other intellectual property or proprietary right;
- in breach of any duty of confidentiality by which you are bound, whether by way of a fiduciary or contractual relationship;
- in breach of any person's privacy or publicity rights;
- a misrepresentation of facts, including the impersonation of any person or entity or a misrepresentation of an affiliation with any person or entity (including any sponsorship or endorsement);
- in violation of any applicable law, statute, ordinance or regulation, or encouraging of others to do so;
- containing any political campaigning material, advertisements or solicitations; or
- likely to bring the Company or any of its officers, staff, agents, suppliers, customers, users or licensors into disrepute.

Privacy Policy

This privacy policy ("Privacy Policy") describes generally how we manage personal information and safeguard privacy. If you would like more information, please don't hesitate to contact us.

This Privacy Policy forms part of, and is subject to the provisions of, the Agreement.

The Australian Privacy Principles

We will treat all personal information in accordance with any and all obligations that are binding upon us under the *Privacy Act 1988* (Cth) ("Privacy Act"). The Privacy Act lays down 13 key principles in relation to the collection and treatment of personal information, which are called the "Australian Privacy Principles".

We may collect personal information about you, including sensitive information.

What is "personal information"?

The term "personal information" has the meaning given to it in the Privacy Act. In general terms, it is any information that can be used to personally identify you. If the information we collect personally identifies you or you are reasonably identifiable from it, the information will be considered personal information. Personal information held by and collected by the Company may include your:

- information about your identity, for example, date of birth, police check and security clearance details, country of birth, passport details, visa details and drivers licence;
- information about your background, for example, educational qualifications and history, the languages you speak and your English proficiency;
- government identifiers and entitlements, for example, Medicare number and health care identifier, tax numbers;
- residential and business postal addresses, telephone/mobile/fax numbers and email addresses;
- profession, occupation or job title and past employment, for example, work history, referee comments and remuneration;
- medical information;
- security information from Police and other governmental departments;
- Australian Business Number (ABN) and Australian Company Number (ACN);
- insurances held, bank account information, vehicle details;
- your photos or image;
- where you are involved in the provision of services to us or our clients, any additional information relating to you provided to us to assess your suitability, qualifications and competency;
- any information that you provided to us by you during your Profile creation process or added to your user profile;
- preferences and password for using the Platform and your computer and connection information; and

- any information that you otherwise share with us.

What is “sensitive information”?

Sensitive information is a subset of personal information. The Privacy Act defines ‘sensitive information’ as information or an opinion about a person’s: racial or ethnic origin; political opinions; religious beliefs or affiliations; philosophical beliefs; membership of a professional association or trade association; union membership; sexual orientation or practices; criminal record; health or genetic information; biometric information and templates.

You may provide and we may collect sensitive information about you in relation to the operation of our business.

How we may collect your personal information

We only collect personal information that is necessary for us to conduct our business and the Platform.

Information that you provide to us

We may collect personal information that you provide to us about yourself when you:

- use the Platform, including (without limitation) when you: create a Profile; add or remove any thing to or from your Profile or the Platform;
- provide information to us other than by the Platform; or
- send us an email or other communication.

This list is not exhaustive and we may collect information about you from other authorities and Government bodies such as the Department of Immigration.

IP addresses

The Platform may also collect Internet Protocol (IP) addresses. IP addresses are assigned to computers on the internet to uniquely identify them within the global network. The Company collects and manages IP addresses as part of the service of providing internet session management and for security purposes. The Company may also collect and use web log, computer and connection information for security purposes and to help prevent and detect any misuse of, or fraudulent activities involving, the Platform.

Cookies

The Platform uses "cookies" to help personalise your online experience and improve our business and the Platform. A cookie is a text file or a packet of information that is placed on your hard disk by a web page server to identify and interact more effectively with your computer. There are two types of cookies that may be used at the Platform: a persistent cookie and a session cookie. A persistent cookie is entered by your web browser into the "Cookies" folder on your computer and remains in that folder after you close your browser, and may be used by your browser on subsequent visits to the Platform. A session cookie is held temporarily in your computer’s memory and disappears after you close your browser or shut down your computer. Cookies cannot be used to run programs. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you. In some cases, cookies may collect and store personal information about you. The Company extends the same privacy protection to your personal information, whether gathered via cookies or from other sources.

You can configure your internet browser to accept all cookies, reject all cookies or notify you when a cookie is sent. Please refer to your internet browser's instructions to learn more about these functions. Most web browsers automatically accept cookies, but you can usually modify your browser settings to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the Platform.

Why we use cookies

The Platform uses cookies in order to:

- remember your preferences for using the Platform;
- manage the signup process when you create a Profile with us;
- recognise you as logged in while you remain so. This avoids your having to log in again every time you visit a new page;
- show relevant notifications to you (eg, notifications that are relevant only to users who have, or have not, created a Profile or subscribed to newsletters or email or other subscription services); and
- remember details of data that you choose to submit to us (eg, through online contact forms or by way of comments, forum posts, chat room messages, reviews, ratings, etc).

Many of these cookies are removed or cleared when you log out but some may remain so that your preferences are remembered for future sessions.

Third party cookies

In some cases, third parties may place cookies through the Platform. For example:

- Google Analytics, one of the most widespread and trusted website analytics solutions, may use cookies de-identified data about how long users spend on the Platform and the pages that they visit;
- Google AdSense, one of the most widespread and trusted website advertising solutions, may use cookies to serve more relevant advertisements across the web and limit the number of times that a particular advertisement is shown to you; and
- third party social media or other applications may use cookies in order to facilitate various social media buttons and/or plugins in the Platform.

How we may use your personal information

Your personal information may be used in order to:

- verify your identity;
- make changes to your Profile;
- respond to any queries or feedback that you may have;
- conduct appropriate checks for credit-worthiness and for fraud;
- prevent and detect any misuse of, or fraudulent activities involving, the Platform;
- conduct research and development in respect of our business or the Platform;

- gain an understanding of your information and communication needs or obtain your feedback or views about the Platform in order for us to improve them; and/or
- maintain and develop our business systems and infrastructure, including testing and upgrading of these systems,

and for any other purpose reasonably considered necessary or desirable by the Company in relation to the operation of our business.

From time to time we may email you news, information and offers relating to our own services or those of selected partners. Your personal information may also be collected so that the Company can promote and market products and services to you and others. This is to keep you informed of products, services, and special offers we believe you will find valuable and may continue after you cease using the Platform. If you would prefer not to receive promotional or other material from us, please let us know and we will respect your request. You can unsubscribe from such communications at any time if you choose.

When we may disclose your personal information

For the purposes set out above, the Company may disclose your personal information to organisations outside the Company. Your personal information disclosed to these organisations only in relation to the Platform, and the Company takes reasonable steps to ensure that these organisations are bound by confidentiality and privacy obligations in relation to the protection of your personal information. These organisations may carry out or provide:

- client enquiries; mailing systems; billing and debt-recovery functions; information technology services; marketing, telemarketing and sales services; market research; and website usage analysis.

In addition, we may disclose your personal information to:

- your authorised representatives or legal advisers (when requested by you to do so); credit-reporting and fraud-checking agencies; credit providers (for credit-related purposes such as creditworthiness, credit rating, credit provision and financing); our professional advisers, including our accountants, auditors and lawyers; government and regulatory authorities and other organisations, as required or authorised by law; organisations who manage our business strategies, including those involved in a transfer/sale of all or part of our assets or business (including accounts and trade receivables) and those involved in managing our business risk and funding functions; our client or others relevant to the operation, management and performance of our business and/or provision of services and products; and the police or other appropriate persons where your communication suggests possible illegal activity or harm to others.

Contacting us about privacy

If you would like more information about the way we manage personal information that we hold about you, or are concerned that we may have breached your privacy, please contact us by email to info@reliablets.com.au or by post.

Access to your personal information

In most cases, you may have access to personal information that we hold about you. We will handle requests for access to your personal information in accordance with the Australian Privacy Principles. All requests for access to your personal information must be directed to the Privacy Officer by email using the email address provided above or by writing to us at our postal address. We will deal with all

requests for access to personal information as quickly as possible. Requests for a large amount of information, or information that is not currently in use, may require further time before a response can be given. We may charge you a fee for access if a cost is incurred by us in order to retrieve your information, but in no case will we charge you a fee for your application for access.

In some cases, we may refuse to give you access to personal information that we hold about you. This may include circumstances where giving you access would:

- be unlawful (eg, where a record that contains personal information about you is subject to a claim for legal professional privilege by one of our contractual counterparties);
- have an unreasonable impact on another person's privacy; or
- prejudice an investigation of unlawful activity.

We may also refuse access where the personal information relates to existing or anticipated legal proceedings, and the information would not be accessible by the process of discovery in those proceedings.

If we refuse to give you access, we will provide you with reasons for our refusal.

Correcting your personal information

We will amend any personal information about you that is held by us and that is inaccurate, incomplete or out of date if you request us to do so. If we disagree with your view about the accuracy, completeness or currency of a record of your personal information that is held by us, and you ask us to associate with that record a statement that you have a contrary view, we will take reasonable steps to do so.

Storage and security of your personal information

We are committed to maintaining the confidentiality of the information that you provide us and we will take all reasonable precautions to protect your personal information from unauthorised use or alteration. In our business, personal information may be stored both electronically (on our computer systems and with our website hosting provider) and in hard-copy form. Firewalls, anti-virus software and email filters, as well as passwords, protect all of our electronic information. Likewise, we take all reasonable measures to ensure the security of hard-copy information.

Third party websites

You may click-through to third party websites from the Platform, in which case we recommend that you refer to the privacy statement of the websites you visit. This Privacy Policy applies to the Platform only and the Company assumes no responsibility for the content of any third party websites.

Changes to this Privacy Policy

From time to time, it may be necessary for us to revise this Privacy Policy. Any changes will be in accordance with any applicable requirements under the Privacy Act and the Australian Privacy Principles. We may notify you about changes to this Privacy Policy by posting an updated version on the Platform.

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