

Privacy Policy

Outline

Our policy. This Privacy Policy, which is subject to the Privacy Act and APPs, regulates how we collect, use and disclose *personal information*.

Third parties. This Privacy Policy does not apply to services offered by other companies or individuals, including products or sites that may be displayed to you in search results, sites that may include references to our Services, or other sites linked from the Platform. Our Privacy Policy does not cover the information practices of other companies and organizations who advertise our Services, and who may use cookies, pixel tags and other technologies to serve and offer relevant ads.

- **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: we will post the new Privacy Policy on the Platform; and
- it will then apply through your acceptance of it by subsequent or continued use of the Platform

Purpose

We collect your *personal information* to lawfully carry out our business functions and including but not limited to accessing services, promotions and offers from Dynamic Home Transformations Pty Ltd.

What we collect

Personal information we collect about you may include identification information such as:

- your name, business address, email address, mobile phone number, and other addresses, contact details and identifiers used in electronic communications;
- information supplied to us via surveys, competition entry forms, and data collection supplied via various websites;
- information about enquiries made to us, Dynamic Home Transformations Pty Ltd. our suppliers or business associates;
- the content of letters or emails you send to us; and
- cookies, metadata, location and usage data from the Services.
- We will only collect, hold, use or disclose your *sensitive information* with your consent.

How we collect

Your *personal information* may be collected:

- when you consent, sign-up or similar form via Platform or otherwise;
- when you contact us to make a query or request;
- when you post information or otherwise interact with the Platform;

- in the course of providing the Services to you, including providing support through our support services and business partners;
when you participate in one of the Services, our competitions or surveys;
- through our communications with you, including but not limited to by letter, email, telephone, surveys competitions and social media;
- from publicly available sources of information;
- from government regulators, law enforcement agencies and other government entities;
- from business contacts, external service providers and suppliers, business partners, sponsors;
- in the course of our business functions and activities; or
- by other means reasonably necessary.

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.

Storage. We hold *personal information* in a number of ways, including:

in our hard copy files;

in other systems that we use in connections with our business, some of which may be owned and operated by our suppliers, including but not limited to Mailchimp (a marketing automation platform);

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:

- has authorised you to provide their *personal information* to us; and
- consents to us using their *personal information* in order for us to provide our Services.

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.

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:

- you may be precluded from taking advantage of some of our Services; and
- we will require you to identify yourself if:
 1. we are required by law to deal with individuals who have identified themselves; or
 2. it is impracticable for us to deal with you if you do not identify yourself or elect to use a pseudonym.

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

- the primary or secondary purpose for which we collected the *personal information* from you no longer exists or applies, or
- you request us to destroy your *personal information*.

Use

Primary use. We will only use and disclose your *personal information*:

- for purposes which are related to the Primary Purpose; or
- if we otherwise get your consent to do so, in accordance with this Privacy Policy and the Privacy Act.
- Subject to clause 2, we will not use your *personal information* for any purpose for which you would not reasonably expect us to use your *personal information*.

You may opt out of receiving such communications by:

- clicking a link on the email communication sent to you; or
- contacting us using our contact details below.

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 via the website or such other means as is practicable.

Disclosure

How we disclose. We may disclose *personal information* and you consent to us disclosing such *personal information* to:

- third parties engaged by us to perform functions or provide Services on our behalf;
- our professional advisors, including our accountants, auditors and lawyers;
- 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.
- a government authority, law enforcement agency, pursuant to a court order or as otherwise required by law; or
- a party to a transaction involving the sale of our business or its assets.

Non-identifiable information. We may share non-personally identifiable information publicly and with any partners (relevant third-party suppliers or service providers, publishers, advertisers, sponsors, or connected sites). For example, we may share information publicly to show trends about the general use of the Services.

Social Media. Our Platform uses and interacts with various social media, applications, channels and technologies such as blogs, Twitter, Facebook, Instagram, Snapchat, LinkedIn, and Google+. You acknowledge and agree that the nature of social media is that these applications actively enable exchange and disclosure of any information, whether personal or otherwise, that is included within those applications. All information, including *personal information* that you enter in those applications may be used, stored, handled and disclosed in any way that is consistent with the privacy policies of the relevant social media platform, applications, channels and technologies, if any. All information that is posted in a blog, Twitter feed, social media or other applications or technologies in connection with the Platform should be considered as public information that may be used, copied and adapted by any person for any means and should not be posted unless you are prepared to specifically state what restrictions on use there

may be with that information or are prepared to accept that it may be used, copied, adapted, stored, handled and disclosed to any other person in any other way.

Third Party Websites and Applications

Our website may include links to other websites, applications and tools that are not owned or operated by us. We are not responsible for the content of those websites, applications or tools, nor for any products, services or information contained in them or offered through them. You should review the privacy policies and terms and conditions of use of those websites, applications and tools when you visit them. We do not endorse, sponsor, condone or represent the companies or content that is contained in any linked website, and reserve the right to terminate any link or linking program at any time.

Cookies, Metadata and Site Data Activity

A cookie is a small piece of computer code which remains on your computer and contains information which helps us identify your browser.

When you visit our Platform, a cookie *may* record the authentication to allow you access, if applicable. We use the information gathered by cookies to identify your web browser so that when you log in on the next occasion your use of the Platform and other applications and tools on it is easier and faster because the Platform has remembered your details.

We may also use Firebase, a Google Analytics product (from Google Inc) to analyse the use of our Platform, and Google Analytics places cookies on your computer in order to perform its functions.

If you do not want us to use cookies then you can stop them, or be notified when they are being used, by adopting the appropriate settings on your browser. If you do not allow cookies to be used some or all of the Platform might not be accessible to you. You may also delete cookies that have been stored onto your computer using the functions in your browser.

Sometimes information that you upload is provided with associated metadata. If you do not want us to use the metadata, you must remove it before uploading it onto the Platform.

We may collect data that is associated with your visit and use of the Platform, including the pages you visit, the activities you do, the preferences you make, the applications and tools you use and the purchases you make and the competitions you enter. We may also collect information relating to the computer, mobile phone or other device including the device type, the browser, location, IP address and search words used. We may collect, use, disclose and store this information in any of the ways set out in this Privacy Policy.

Access + Correction

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.

We are not obliged to allow access to your *personal information* if:

- it would pose a serious threat to the life, health or safety of any individual or to the public;
- it would have an unreasonable impact on the privacy of other individuals;

- the request for access is frivolous or vexatious;
- 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;
- it would reveal our intentions in relation to negotiations with you in a way that would prejudice those negotiations;
- it would be unlawful;
- denying access is required or authorised by or under an Australian law or a court/tribunal order;
- 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;
- it would likely prejudice one or more enforcement related activities conducted by, or on behalf of, an enforcement body; or
- it would reveal commercially sensitive information.

If you make a request for access to *personal information*, we will:

- respond to your request within 14 days or otherwise within a reasonable period; and
- if reasonable and practicable, give access to the *personal information* as requested.

If we refuse to give access to the *personal information*, we will give you a written notice that sets out at a minimum:

- our reasons for the refusal (to the extent it is reasonable to do so); and
- the mechanisms available to complain about the refusal.

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 below and we will correct or update your *personal information*;

If you otherwise make a request for us to correct your *personal information*, we will:

- respond to your request within 14 days or otherwise within a reasonable period; and
- if reasonable and practicable, correct the information as requested.

If we refuse a request to correct *personal information*, we will:

- give you a written notice (via email) setting out the reasons for the refusal and how you may make a complaint; and
- take reasonable steps to include a note with your *personal information* of the fact that we refused to correct it.

Security + Protection

In relation to all *personal information*, we will take all reasonable steps to:

- ensure that the *personal information* we collect is accurate, up to date and complete;
- 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

- protect *personal information* from misuse, loss or unauthorised access and disclosure.

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 to protect your *personal information* from unauthorized access, destruction, use, modification or disclosure.

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

Data

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

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

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

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:

- prepare a statement that complies with subsection 26WK(3) of the Privacy Act;
- provide a copy of the statement to the Office of the Australian Information Commissioner (OAIC); and
- if it is practicable, notify you of the contents of the statement, or otherwise publish a copy of the statement on the Platform and take reasonable steps to publicise the contents of the statement, as soon as practicable after the completion of the preparation of the statement.

Complaints

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.

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

- **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.
- **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.

- **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.
- **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.

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

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 *gov.au*

Contact

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

Privacy Officer
Lynette Landy
Director

e. enquiries@dynamichometransformations.com.au

Interpretation + Definitions

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

- the terms **we**, **us** or **our** refers to Dynamic Home “Transformations Pty Ltd (ACN 613) of 5 Optic Way Carrum Downs Victoria Australia 3201 including its assignees and successors in title from time to time; and
- the terms **you** or **your** refers to a user of the Platform and/or a customer to whom we provide the Services.

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

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.

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

Mobile Devices means communication devices (whether strictly mobile or not) which utilise the *Android* or *iOS* operating system software or their successor operating systems in each case to the extent compatible with dynamichometransformations.com.au **Platform** means the Website.

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, the service of providing the Platform and its various functionalities to you and, where the context requires, the services provided to you by dynamichometransformations.com.au or other third parties through the Platform from time to time.

System means the software solution or system owned by Dynamic Home Transformations Pty Ltd and hosted in a data centre by a third party provider, which use or right of access is subject to compliance with relevant terms of use and/or usage conditions in issue from time to time and/or an agreement in writing (as the case may be).

Terms and Conditions means the document comprising the terms and conditions of use or “End User Licence Agreement” (EULA) as amended from time to time which governs your use of the Website.

Website means the website at www.dynamichometransformations.com.au