

PRIVACY POLICY

1. OVERVIEW

- 1.1 This privacy policy ("Privacy Policy") sets out how Access Sketch (ABN 18 631 302 361) ("Access Sketch") collects, stores, uses, protects, shares and discloses your personal information. It applies to the Site and all related Sites, applications, services and tools (together the "Site"). By visiting or using the Site you agree to the collection, storage, usage and disclosure of your personal information by Access Sketch and Related Entities in the manner described in this Privacy Policy.
- 1.2 You agree, consent and acknowledge that we may in our sole discretion sell, disclose, licence and/or rent your personal information to a third party for that third party's marketing or other purposes.
- 1.3 We reserve the right to amend this Privacy Policy at any time by posting an updated version of this Privacy Policy on the Site. By continuing to use the Site after notice of changes has been published on the Site, you are deemed to have consented to the changes.

2. DEFINITIONS

- 2.1 Unless otherwise defined, words defined in our Terms of Use have the same meaning in this Privacy Policy. The term "Related Entities" has the meaning set out in respect of that term in section 9 of the *Corporations Act 2001* (Cth).
- 2.2 In this Privacy Policy, we use the term "personal information" to describe information that can be associated with a specific person and can be used to identify that person and includes your Information. We do not consider personal information to include information that has been made anonymous or aggregated so that it cannot be used, whether in combination with other information or otherwise, to identify a specific user of the Site ("User").

3. HOW WE COLLECT PERSONAL INFORMATION

- 3.1 Access Sketch collects personal information in a number of ways, including:
 - (a) when you provide information directly to Access Sketch through the Site, in person, by phone or in writing (whether by email or any other electronic means, or otherwise);
 - (b) when you visit and/or use the Site, in which case, Access Sketch records information sent to us by your computer, mobile device or other access device; and
 - (c) from third parties such as Access Sketch's Related Entities, service providers to Access Sketch, operators of linked Sites, applications and advertising on the Site.
- 3.2 In some circumstances, personal information is provided to us by third parties or other organisations conducting activities on your behalf. It is assumed that you have provided consent for your personal information to be used and disclosed to us this way.

4. WHAT WE COLLECT

- 4.1 We may collect the following types of personal information in order to provide the Services:
 - (a) your name, phone number, mobile telephone number, email address, and other contact information;
 - (b) any information provided by you;
 - (c) personal information based on your activities on the Site;

- (d) personal information you provide to us through any discussions boards, correspondence, member information pages, disputes, or shared by you from other social applications, services or Sites;
- (e) to the extent permitted by law, other personal information provided by or obtained from third parties (such as a credit bureau) including navigation and demographic data and credit check information;
- (f) additional personal information we ask you to provide to verify your identity or when we suspect that you are in breach of our Terms of Use or Customers Terms and Conditions, this Privacy Policy or other Site policies (including your personal ID and your answers to any questions we pose to you);
- (g) personal information from your interaction with the Site and its content and advertising, including without limitation device identifiers, device type, geo-location information, connection information, statistics on page views, traffic to and from the Site, mobile network information, time, date, referring URL, the type of operating system and browser, ad data, IP address and standard web log data; and
- (h) any other information we consider may assist us in marketing our services.

4.2 We understand the importance of protecting children's privacy. The Site and any other related sites such as our Facebook, LinkedIn or other social media pages are not intentionally designed for or directed at children under the age of 13 years. It is our policy never to knowingly collect or maintain information about anyone under the age of 13.

4.3 We do not intentionally collect personal information from individuals under 18 years of age. If you are not over 18 years old you must not provide us with your personal information.

4.4 In the event you do not provide personal information that we request, we may not be able to provide the Services to you.

5. AUTOMATIC COLLECTION OF YOUR PERSONAL INFORMATION

5.1 When you visit our Site, our Internet Service Provider automatically records the following information about you:

- (a) your server address;
- (b) the Site you visited immediately prior to ours;
- (c) your domain name;
- (d) date and time of your visit to our Site;
- (e) pages you accessed and the information or documents you downloaded;
- (f) type of browser you used; and
- (g) any other information we request our Internet Service Provider to record from time to time.

6. HOW PERSONAL INFORMATION IS USED

6.1 Our principal purpose in collecting, using and storing your personal information is to provide the Services in a personalised, safe and efficient manner. You consent to us collecting, using, storing, sharing and disclosing your personal information to:

- (a) operate the Site, generate content and provide customer support and payment services (including updates and improvements);
- (b) provide, administer and manage the Services;
- (c) research, develop and improve the Services;
- (d) communicate with you;
- (e) conduct surveys to determine use and satisfaction with the Services;
- (f) generate statistics in relation to the Site;
- (g) detect, investigate and prevent potentially unlawful acts or omissions or acts or omissions with the potential to breach our Terms of Use or Customers Terms and Conditions, this Privacy Policy or any other Policy;
- (h) enforce our Terms of Use or Customers Terms and Conditions, this Privacy Policy or any other Policy;
- (i) verify information for accuracy or completeness (including by way of verification with third parties);
- (j) comply with our legal obligations, a request by a governmental agency or regulatory authority or legally binding court order;
- (k) combine or aggregate your personal information with information we collect from third parties and use it for the purposes set out this Privacy Policy;
- (l) aggregate and/or make anonymous your personal information, so that it cannot be used, whether in combination with other information or otherwise, to identify you;
- (m) collect fees, resolve disputes and to identify, test and resolve problems;
- (n) respond to or resolve claims that you have violated the rights of others;
- (o) notify you about the Site and updates to the Site from time to time;
- (p) supply you with generalised, targeted or personalised marketing, advertising and promotional notices, offers and communications, and measure and improve our marketing, advertising and promotions based on your ad customisation preferences;
or
- (q) protect a person's rights, property or safety.

6.2 In the event we share your personal information to third parties in accordance with this clause you agree and acknowledge that Access Sketch does not control the use, storage or disclosure of that information by such third parties (nor their privacy policies if any), who may apply different privacy rules and practices. As a result, in the event you suffer a Loss as a result of the conduct of such third parties in relation to the handling of your personal information, you release and hold harmless Access Sketch (and its Related Entities, officers, directors, agents, employees and contractors) from actions, claims, demands and Losses of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such Loss.

6.3 If you access the Site from a shared device or a device of a third party (such as in an internet café), your personal information may also be available to other persons who access that device.

7. DISCLOSURE OF PERSONAL INFORMATION

- 7.1 By submitting data to us electronically, you are providing explicit consent to trans-border transmission of data collected via our Site.
- 7.2 We may disclose your personal information to third parties for the purposes contained in clause 6, including without limitation to:
- (a) our staff members;
 - (b) contractors and outsourced service providers who manage the services we provide to you, including:-
 - (i) information technology service providers;
 - (ii) installation, maintenance and repair service providers;
 - (iii) market research organisations; and
 - (iv) debt-recovery agencies;
 - (c) your authorised representatives;
 - (d) third parties to whom you expressly ask us to send, or consent to us sending, your personal information;
 - (e) our professional advisers, including our accountants, lawyers and auditors;
 - (f) government and regulatory authorities and other similar organisations, as required or authorised by law;
 - (g) our Related Entities; and
 - (h) such entities that we propose to merge with or be acquired by.

8. OTHER PUBLICATIONS

- 8.1 Access Sketch may enable Users to publish comments on certain parts of the Site. If you comment on a publication on the Site, then those comments, including any personal information provided by you or a third party (including your name) may be available and visible to Users.

9. USE OF COOKIES

- 9.1 We (or a third party providing services to Access Sketch) may use cookies, pixel tags, "flash cookies", or other local storage provided by your browser or associated applications (each a Cookie and together Cookies). A Cookie is a small file that may be placed on your computer when you visit the Site. Cookies are used on some parts of the Site. Most browsers now recognise when a cookie is offered and permit you to refuse or accept it. If you are not sure whether your browser has this capability, you should check with the software manufacturer, your company's technology help desk or your internet service provider. If Cookies are disabled, Access Sketch may not be able to provide you with the full range of Access Sketch's Services.
- 9.2 Cookies may collect and store your personal information. This Privacy Policy applies to personal information collected via Cookies. You consent and acknowledge that we collect your personal information through Cookies.

- 9.3 Cookies may be used to provide you with the Services, including to identify you as a User of the Site, remember your preferences, customise and measure the effectiveness of the Site and our promotions, advertising and marketing, analyse your usage of the Site, and for security purposes.
- 9.4 You also may encounter Cookies used by third parties and placed on certain pages of the Site that we do not control and have not authorised (such as webpages created by another User). Access Sketch is not responsible nor liable for the use of such Cookies.
- 9.5 The Site may also include links to third party Sites (including links created by users or members) and applications and advertising delivered to the Site by third parties (Linked Sites). Organisations who operate Linked Sites may collect personal information including through the use of Cookies. Access Sketch is not responsible nor liable for Linked Sites and recommends that you read the privacy policies of such Linked Sites before disclosing your personal information. For the avoidance of doubt Linked Sites are not subject to this Privacy Policy.
- 9.6 The Site is hosted by an online service provider which may change from time to time. Our service providers' use of Cookies is not covered by our Privacy Policy.
- 9.7 We reserve the right to collect more extensive information about any attempted access to our Site that raises security issues and make the appropriate disclosures to the relevant authorities.

10. NO SPAM, SPYWARE OR SPOOFING

- 10.1 You are prohibited from engaging in spam, spyware or spoofing type activities, regardless of whether directed towards Access Sketch or other users of Access Sketch.
- 10.2 You must not use the Site or anything related to the Site such as emails, to send, upload or distribute spam, viruses or malicious, illegal or prohibited content to the Site or otherwise send content that would breach our Terms of Use or Customers Terms and Conditions or this Privacy Policy.
- 10.3 We may (or we may engage a third party service provider to) take steps to scan and filter messages to check for spam, viruses, phishing attacks and other malicious activity or unlawful or content prohibited by this Privacy Policy and our Terms of Use or Customers Terms and Conditions.
- 10.4 To report spam, spyware or spoof activities to Access Sketch, please email us.

11. STORAGE AND SECURITY

- 11.1 We store and process your personal information on our host's servers, currently located in multiple locations around the world. You consent to the transfer, storage and retention of that information onto the servers of our host provider used from time to time by Access Sketch, regardless of the location of those servers.
- 11.2 Access Sketch has taken reasonable steps to protect your personal information. These measures are designed to mitigate, but do not guarantee against, the risk of loss, misuse, unauthorised access, disclosure and alteration.
- 11.3 To the extent permitted by law, we reserve the right to retain and store your personal information for such period as is deemed necessary by Access Sketch in its sole discretion. If we determine that we no longer need to hold your personal information, we will take reasonable steps to destroy or permanently de-identify that information.

12. INFORMATION SHARING WITH SOCIAL SITES

- 12.1 We may offer services that allow you to share public aspects of the Site with third party Sites such as Google Plus, Twitter, LinkedIn, Facebook and others social media Sites.

13. ACCESS TO INFORMATION

- 13.1 You may request to access the personal information we hold about you. All requests for access will be processed within a reasonable time.
- 13.2 In certain instances we may not be required or able to provide you with access to your personal information. If this occurs we will give you reasons for our decision not to provide you with such access to your personal information.
- 13.3 There is no application fee for making a request to access your personal information. However, we may charge an administrative fee for the provision of information in certain circumstances such as if you make repeated requests for information or where the information is held by a third party provider.

14. OPTING OUT

- 14.1 You may opt out of receiving our marketing, advertising and promotional notices, offers and communications by communicating this to us by email.

15. CONTACT US

- 15.1 If you receive communications purporting to be connected with us or our services that you believe have been sent to you other than in accordance with this Privacy Policy, or in breach of any law, please contact us by email.
- 15.2 If you have a question regarding this Privacy Policy or you would like to make a complaint, please contact our Privacy Officer by email.