calculateadeck.com.au - Privacy Policy and Terms of Use

Terms of use

By using this website you agree to be bound by these conditions. If you do not agree with them, you are not authorised to use the website.

- This website and its contents are subject to copyright which is owned by calculateadeck.com.au or a third party. calculateadeck.com.au does not grant you any intellectual property rights in this website, its applications, interface or contents. You must not use any trademark displayed on this website.
- 2. We do not warrant the accuracy or completeness of any information you derive from this website and we exclude liability for loss or damage arising from any errors or omissions in this website or your use of this website (including any interference with or damage to your computer system). If any liability is not able to be excluded by law, we limit our liability to the resupply of the relevant information or services.
- 3. You release calculateadeck.com.au, its servants and agents to the fullest extent permitted by law from any and all claims arising out of or related to the use of material or information made available through this website.
- 4. This website may contain links to external Internet websites. Calculateadeck.com.au does not sponsor, guarantee or approve of any material or representations in those websites. Nor do we warrant that material on linked sites is free of any computer virus, defects or infringements.
- 5. Links to this site are permitted, provided the full html page is loaded. Links to individual graphics or to areas that are considered "security areas" that bypass any security protection or password protect that calculateadeck.com.au establishes are expressly prohibited. If you wish to use a graphic to link to this site please contact us.
- 6. You must only use this website, and you must only display, copy, distribute download and print portions of this website for your own personal use. You must not attempt to change, reproduce, add to, remove, hack or interfere with this website or its material.
- 7. We cannot guarantee any file, data or program available for download from this website (or any linked website) is free of viruses and you assume the risk of any damage to your computer as a result of using this website. This website may be inaccessible from time to time due to events outside Calculateadeck.com.au' control or maintenance requirements.
- 8. If we collect your personal information, we do so subject to the terms of our Privacy Policy See below
- 9. We may use cookies to gather data in relation to this website and you consent to us doing so (although you may be able to disable cookies on your web browser).
- 10. These conditions are governed by laws of the State of Victoria, Australia. You submit to the non-exclusive jurisdiction of the courts of that State.

Privacy Policy

Introduction

1. This Privacy Policy is the official privacy policy of calculateadeck.com.au and it applies to all personal information collected by calculateadeck.com.au.

In this policy we explain how and why we collect your personal information, how we use it, and what controls you have over our use of it.

2. calculateadeck.com.au is committed to complying with Australian and New Zealand privacy legislation and to protecting and safeguarding your privacy when you deal with us.

Collection of information

- 3. Some information provided to us by clients, customers, contractors and other third parties might be considered private or personal. Without these details we would not be able to carry on our business and provide our services to you. We will only collect such personal information if it is necessary for one of our functions or activities. The kinds of personal information that calculateadeck.com.au collects includes:
 - Email addresses
- 5. At or before the time the personal information is collected by us, we will take reasonable steps to ensure that you are made aware of who we are, the fact that you are able to gain access to the information held about you, the purpose of the collection, the type(s) of organisations to which we usually disclose the information collected about you, any laws requiring the collection of the information and the main consequences for you if all or part of the information is not collected.

Use of information collected and disclosure of personal information to others

- 7. We may use or disclose personal information held about an individual for the primary purpose for which it is collected (e.g. provision of our services) that is, to carry on our business and provide services to our customers. We may also use such information for a purpose related to the primary purpose of collection and where you would reasonably expect that we would use the information in such a way. This information is only disclosed to persons outside our business in the circumstances set out in this policy or as otherwise notified to you at the time of collection of the information, or with your permission.
- 8. In addition we are permitted to use or disclose personal information held about you:
 - Where you have consented to the use or disclosure;
 - Where we reasonably believe that the use or disclosure is necessary to lessen or prevent a serious, immediate threat to someone's health or safety or the public's health or safety;
 - Where we reasonably suspect that unlawful activity has been, is being or may be engaged in and the use or disclosure is a necessary part of our investigation or in reporting the matter to the relevant authorities;
 - Where such use or disclosure is required under or authorised by law (for example, to comply with a subpoena, a warrant or other order of a court or legal process);
 - Where we reasonably believe that the use or disclosure is necessary for prevention, investigation, prosecution and punishment of crimes or wrongdoings or the preparation for, conduct of, proceedings before any court or tribunal or the implementation of the orders of a court or tribunal by or on behalf of an enforcement body.

• Where you have requested a service (e.g. Installation, assembly or hire of a product) and we are required to disclose the information to an Installer in order to facilitate the provision of the service.

Anonymity and Pseudonymity

9. You have the option of dealing with calculateadeck.com.au anonymously. However, this only applies where it is practicable for calculateadeck.com.auto deal with you acting anonymously or under a pseudonym, such as a general enquiry.

Links

11. Our web site may contain links to other web sites and those third party web sites may collect personal information about you. We are not responsible for the privacy practices of other businesses or the content of web sites that are linked to our web site. calculateadeck.com.au encourages users to be aware when they leave the site and to read the privacy statements of each and every web site that collects personally identifiable information.

Security and storage

- 12. calculateadeck.com.au places a great importance on the security of all information associated with our customers, clients and contractors. We have security measures in place to attempt to reasonably protect personal information under our control from misuse, interference, loss, unauthorised access, modification or disclosure. All personal information held is kept securely and that held electronically is held on secure servers in controlled facilities.
- 13. Personal information is de-identified or destroyed securely when no longer required by us.
- 14. calculateadeck.com.au retains the information you provide to us to enable us to verify customer details and to retain adequate records for legal purposes. This information is held on secure servers in controlled facilities.
- 15. Information stored within our computer systems can only be accessed by those entrusted with authority and computer network password sanctions.
- 16. No data transmission over the Internet can be guaranteed to be 100 percent secure. As a result, while we strive to protect users' personal information, Calculateadeck.com.au cannot ensure or warrant the security of any information transmitted to it or from its online products or services, and users do so at their own risk. Once Calculateadeck.com.au receives your transmission, it makes every reasonable effort to ensure its security on our systems.

Access to and correction of personal information

- 18. calculateadeck.com.auis committed to and takes reasonable steps to maintain accurate, timely, relevant, complete and appropriate information about our customers, clients and website users.
- You may request access to personal information about you held by calculateadeck.com.au. Requests for access to your personal information should be made to: info@calculateadeck.com.au

- 20. Verification of identity is required with a request to access (or update) personal information so that we can ensure your personal information is disclosed only to you.
- 21. Inaccurate information will be corrected upon receiving advice from you.
- 22. If we refuse to provide you with access to or correct the personal information held about you by us, then we will provide reasons for such refusal.
- 23. Calculateadeck.com.au will respond to any requests for access or correction within a reasonable time of receipt of the request, but by no later than 30 days of the request being received.

Complaints

- 24. If you have a question or complaint about our Privacy Policies or calculateadeck.com.au's collection, use or safe disposal or destruction of your personal information, your feedback should be directed a per clause
- 25. We will promptly investigate your complaint and attempt to resolve the matter. If you are not satisfied with the outcome of this procedure or we have not responded to you with a determination within 30 days then you may contact the Office of the Australian Information Commissioner:

Office of the Australian Information Commissioner

Website: www.oaic.gov.au Phone: 1300 363 992

Or if in New Zealand: Privacy Commissioner (NZ) www.privacy.org.nz

Cookies

- 27. calculateadeck.com.au collects information from the site using "IP files".
- 28. When you visit the calculateadeck.com.au site to read, browse or download information, our system will record/log your IP address (the address which identifies your computer on the internet and which is automatically recognised by our web server), date and time of your visit to our site, the pages viewed and any information downloaded. This information will only be used for the purpose of site analysis and to help us offer you improved online service. We may automatically collect non-personal information about you such as the type of Internet browsers you use or the site from which you linked to our Web Sites. You cannot be identified from this information and it is only used to assist us in providing an effective service on our Web Sites.

Changes to Privacy Policy

29. If calculateadeck.com.au decides to or is required to change this Privacy Policy, it will post changes on this calculateadeck.com.au Privacy Policy page so that users are always aware of what information is collected, how it is used and the way in which information may be disclosed. As a result, please remember to refer back to this calculateadeck.com.au Privacy Policy regularly to review any amendments.

Contacting us

- 30. If you require further information regarding our Privacy Policy, please contact us at the following address:
 E-mail: info@calculateadeck.com.au
- 31. Should you wish to read more information on privacy legislation or the Australian Privacy Principles we recommend that you visit the website of the office of the Australian Information Commissioner at <u>www.oaic.gov.au</u> or, if in New Zealand, the Privacy Commissioner's website at <u>www.privacy.org.nz</u>

Acceptance

32. You accept that your use of this site includes your acceptance of this Privacy Policy and the Terms of Use.