

Phillips Earthmoving Contractors Pty Ltd PRIVACY POLICY General Conditions of Use

- You have come through to this page from a website which is owned and operated by Phillips Earthmoving Contractors Pty Ltd.
- In this policy, "us", "we" or "our" means Phillips Earthmoving Contractors Pty Ltd (ABN 30 104 251 738) and its related bodies corporate.
- This policy sets out:
 - What is considered personal information;
 - What personal information we collect and hold;
 - How we collect, hold, use or disclose personal information;
 - The purposes for which we collect personal information;
 - What happens if we are not able to collect personal information;
 - How to seek access to and correct your personal information;
 - Whether we disclose personal information outside Australia; and
 - How to contact us.
- We are bound by the Australian Privacy Principles contained in the Privacy Act 1988 (Cth) (subject to exemptions that apply to us under that Act). However, due to the nature of some of our business activities, from time to time, we will handle personal information. We may also rely on related bodies corporate and employee records exemptions in the Act. If you require more information on the collection and use of personal information in the course of our business, please contact us.
- We may, from time to time, review and update this policy, including taking account of new or amended laws, new technology and/or changes to our operations. All personal information held by us will be governed by the most recently updated policy. Your privacy matters to us, so whether you are new to Phillips Earthmoving Contractors Pty Ltd Website or are a long time user, please take the time to get to know our practices.

WHAT IS PERSONAL INFORMATION

- When used in this policy, the term “personal information” has the meaning given to it in the Act. In general terms, it is any information that can be used to personally identify you. This may include (but is not limited to) your name, age, gender, postcode and contact

details (including phone numbers and email addresses) and possibly financial information, including your credit card, direct debit or PayPal account information. If the information we collect personally identifies you, or you are reasonably identifiable from it, the information will be considered personal information.

WHAT PERSONAL INFORMATION DO WE COLLECT AND HOLD

- We may collect the following types of personal information:
 - Name;
 - Mailing or street address;
 - Email address;
 - Telephone number;
 - Age or birth date;
 - Profession, occupation or job title;
 - Details of the products and services you have used from us or which you have enquired about, together with any additional information necessary to deliver those products and services and to respond to your enquiries;
 - Any additional information relating to you that you provide to us directly through our websites or indirectly through use of our website or online presence through our representatives or otherwise;
 - Information you provide to us through our service centre, customer surveys or visits by our representatives from time to time.

COOKIES

- In some cases we may also collect your personal information through the use of cookies. When you access our website, we may send a “cookie” (which is a small summary file containing a unique ID number) to your computer. This enables us to recognise your computer and greet you each time you visit our website. It also helps us keep track of products or services you view, so that we can send you news about those products or services.
- We also use cookies to measure traffic patterns, to determine which areas of our websites have been visited, and to measure transaction patterns in the aggregate. We use this to research our users’ habits so that we can improve our online products and services. If you

do not wish to receive cookies, you can set your browser so that your computer does not accept them.

- We may also log IP addresses (the electronic addresses of computers connected to the internet) to analyse trends, administer the website, track user movements, and gather broad demographic information.
- We may also collect anonymous data (which is not personal information) relating to your activity on our websites (including IP addresses) via cookies, or we may collect information from you in response to a survey. We generally use this information to report statistics, analyse trends, administer our services, diagnose problems and target and improve the quality of our products and services. To the extent this information does not constitute personal information because it does not identify you or anyone else, the Australian Privacy Principles do not apply and we may use this information for any purpose and by any means whatsoever.

HOW WE COLLECT PERSONAL INFORMATION

- We collect your personal information directly from you unless it is unreasonable or impractical to do so.
- We do this in ways including:
 - Through your access and use of our website, apps or sending SMS/MMS to us;
 - Through someone else who has provided us with your information;
 - During conversations between you and our representatives; and
 - When you complete an application, request or comment.
- We may also collect personal information from third parties including:
 - Third party companies such as credit reporting agencies, law enforcement agencies and other government entities;
 - Advertisers;
 - Clients;
 - Mailing lists;
 - Recruitment agencies;
 - Contractors and business partners.

WHY DO WE COLLECT, HOLD, USE AND DISCLOSE PERSONAL INFORMATION?

- The primary purpose for which we collect information about you is to enable us to perform our business activities and functions and to provide best possible quality of customer service. We collect, hold, use and disclose your personal information for the following purposes:
 - To provide products and services to you;
 - To provide you with news, information or advice about our existing and new products and services;
 - To communicate with you including by email, mail or telephone;
 - To manage and enhance our products and services;
 - To personalise and customise your experience;
 - To provide you with access to protected areas of our websites;
 - To conduct competitions or promotions on behalf of Phillips Earthmoving Contractors Pty Ltd and selected third parties;
 - To verify your identity;
 - To provide as part of business data to third parties if you have authorised us to do so;
 - To conduct business processing functions for operation of our websites or our business;
 - For our administrative, marketing (including direct marketing), promotional, planning, product/service development, quality control and research purposes, or those of our contractors or external service providers;
 - To provide your updated personal information to us, our contractors or external service providers;
 - To investigate any complaints about or made by you, or if we have reason to suspect that you are in breach of any of our terms and conditions or that you are or have been otherwise engaged in any unlawful activity; and/or
 - As required or permitted by any law (including the Privacy Act).
- Your personal information will not be shared, sold, rented or disclosed other than as described in this Privacy Policy.

WHAT HAPPENS IF WE CAN'T COLLECT YOUR PERSONAL INFORMATION?

- If you do not provide us with the personal information described in this policy, some or all of the following may happen:

- We may not be able to provide you with the products or services you requested, either to the same standard, or at all (for example, if you do not register as a member of a website, you will not be able to access features or services that are reserved for members only);
- We may not be able to provide you with information about products and services that you may want, including information about discounts sales or special promotions; or
- We may be unable to tailor the content of our websites to your preferences and your experience of our websites may not be as enjoyable or useful.

HOW DO WE DISCLOSE YOUR PERSONAL INFORMATION?

- We may disclose your personal information to:
 - Our employees, related bodies corporate, contractors or external service providers for the operation of our websites or our business, fulfilling requests by you, and otherwise provide products and services to you, including without limitation, web hosting providers, IT systems administrators, mailing houses, newsagents, couriers, payment processors, photographic analysers, data entry service providers, electronic network administrators, debt collectors, and professional advisers such as accountants, solicitors, business advisors and consultants;
 - Our existing or potential agents, business partners or joint venture entities or partners;
 - Our sponsors, or promoters of any competition that we conduct or promote via our services;
 - Specific third parties authorised by you to receive information held by us;
 - The police, any relevant authority or enforcement body, or your Internet Service Provider or network administrator, for example, if we have reason to suspect that you have committed a breach of any of our terms and conditions, or have otherwise been engaged in any unlawful activity, and we reasonably believe that disclosure is necessary;
 - As required or permitted by any law (including the Privacy Act).

DIRECT MARKETING MATERIALS

- We may send you direct marketing communications and information about products and services that we consider may be of interest to you. These communications may be sent in various forms, including mail, SMS or email, in accordance with applicable marketing

laws, such as the Spam Act 2004 (Cth). If you indicate a preference for a method of communication, we will endeavour to use that method whenever practical to do so.

- In addition, at any time, you may opt-out of receiving marketing communications from us by contacting us (details below). We will then ensure that your name is removed from our mailing list. We do not provide your personal information to other organisations for the purposes of direct marketing unless authorised by you.
- If you receive communications from us that you believe have been sent to you other than in accordance with this policy, or in breach of any law, please contact us using the details provided below.

ACCESSING AND CORRECTING YOUR PERSONAL INFORMATION

- You may request access to any personal information we hold about you at any time by contacting us (details below). Where we hold information that you are entitled to access, we will try to provide you with suitable means of accessing it (for example, by mailing or emailing it to you). We will not charge for simply making a request and will not charge for making any corrections to your personal information. If you make an access request, we will ask you to verify your identity. There may be instances where we cannot grant you access to the personal information we hold. For example, we may need to refuse access if granting access would interfere with the privacy of others, or if it would result in a breach of confidentiality. If that happens, we will give you written reasons for any refusal.
- If you believe that personal information we hold about you is incorrect, incomplete or inaccurate, then you may request us to amend it. We will consider if the information requires amendment. If we do not agree that there are grounds for amendment, then we will add a note to the personal information stating that you disagree with it.

HOW YOU CAN COMPLAIN ABOUT A BREACH OF PRIVACY?

- If you believe your privacy has been breached by us, have any questions or concerns about our Privacy Policy please, contact us using the contact information below and provide details of the incident so that we can investigate it.
- We have a formal procedure for investigating and dealing with privacy breaches. Once the Privacy Officer receives a complaint, whether it is in writing or verbal means, the Privacy Officer will commence an investigation with the relevant business unit from which the alleged breach stemmed. The investigator will endeavour to determine the nature of the breach and how it occurred. We may contact you during the process to seek any further

clarification if necessary. If a breach is found, the Privacy Officer will escalate the matter to management so that the process can be rectified to prevent any further breaches from taking place. We will also contact you to inform you of the outcome of the investigation. We will endeavour to resolve all investigations within a reasonable time.

- We will treat your requests or complaints confidentially. Our representative will contact you within a reasonable time after receipt of your complaint to discuss your concerns and outline options regarding how they may be resolved. We will aim to ensure that your complaint is resolved in a timely and appropriate manner.

Please contact our Privacy Officer at:

Privacy Officer
Angela Phillips
Post: PO Box 1029, Tennant Creek, NT, 0861
Tel: 0417 834 574
Email: enquiries@phillipsearthmoving.com.au

DISCLOSURE OF PERSONAL INFORMATION OUTSIDE AUSTRALIA

- We may disclose personal information to our related bodies corporate and external service providers located overseas for some of the purposes listed above. We take reasonable steps to ensure that the overseas recipients of your personal information do not breach the privacy obligations relating to your personal information.
- We may disclose your personal information to entities located outside of Australia, including the following:
 - Our data hosting and Cloud-based IT service providers;
 - Other external service providers located in India.

SECURITY

- We will take all reasonable steps to protect the personal information that we hold from misuse, loss, or unauthorised access, including by means of firewalls, password access, secure servers and encryption of credit card transactions.
- If you suspect any misuse or loss of, or unauthorised access to, your personal information, please let us know immediately.

LINKS

- Our website may contain links to other websites operated by third parties. We make no representations or warranties in relation to the privacy practices of any third party website and we are not responsible for the privacy policies or the content of any third party website. Third party websites are responsible for informing you about their own privacy practices.

CHANGES TO OUR PRIVACY POLICY

- We may change this privacy policy from time to time. Any updated versions of this privacy policy will be posted on our website. This privacy policy was last updated in September 2015.

Phillips Earthmoving Contractors Pty Ltd Information General Conditions of Use

- These terms and conditions, together with the Phillips Earthmoving Contractors Pty Ltd Privacy Policy and any additional terms, conditions, notices and disclaimers displayed elsewhere on Phillips Earthmoving Contractors Pty Ltd ("Conditions") govern your use of and access to any Phillips Earthmoving Contractors Pty Ltd products whether digital or otherwise.
- We may change all or part of the Conditions at any time. If we do, the new Conditions will be posted on the Phillips Earthmoving Contractors Pty Ltd website. Your subsequent or continued use of the Phillips Earthmoving Contractors Pty Ltd website will constitute your acceptance of any changes. If you object to any changes to the Conditions, your only remedy is to immediately discontinue your use of the Phillips Earthmoving Contractors Pty Ltd website and the information contained on it.
- These terms and conditions of use were last updated in September 2015.

Phillips Earthmoving Contractors Pty Ltd Digital Media

- We do not make any representations or warranties that the Phillips Earthmoving Contractors Pty Ltd website and social media will be uninterrupted, timely, secure or error free. Your access to the information on Phillips Earthmoving Contractors Pty Ltd may be suspended without notice in the case of system failure, maintenance or repair or any reason beyond our control.
- Except as expressly provided otherwise in the Conditions, we reserve the right to change or discontinue any website, feature or service (or part thereof) of Phillips Earthmoving Contractors Pty Ltd at any time.

- Except as expressly provided otherwise in the Conditions, we reserve the right to change the pricing for any chargeable service or feature of Phillips Earthmoving Contractors Pty Ltd at any time without providing notice to you.

Intellectual Property

- Except where expressly provided otherwise in the Conditions, you do not have any right, title or interest in or to any proprietary rights relating to Phillips Earthmoving Contractors Pty Ltd digital media.
- Phillips Earthmoving Contractors Pty Ltd digital media contains Material that is protected by copyright, trade mark and other laws. Except where expressly provided otherwise in the Conditions, you may reproduce and display the Material of Phillips Earthmoving Contractors Pty Ltd for your own personal, non-commercial use only. Except for the temporary copy held in your computer's cache and a single permanent copy for your personal reference, the material may not otherwise be used, stored, reproduced, published, altered or transmitted in any form or by any means in whole or part without our prior written approval or the written approval of our licensor.
- In particular, you may not use any Material of Phillips Earthmoving Contractors Pty Ltd to establish, maintain or provide, or assist in establishing, maintaining or providing your own publications, Internet site or other means of distribution.
- Nothing displayed on the Phillips Earthmoving Contractors Pty Ltd Website, or Social Media pages should be construed as granting any right of use in relation to any logo, masthead or trade mark displayed on Phillips Earthmoving Contractors Pty Ltd without the express written consent of the relevant owner.

Disclaimer

- You use Phillips Earthmoving Contractors Pty Ltd and its social media information at your sole risk.
- Except where expressly stated otherwise, Material on the Phillips Earthmoving Contractors Pty Ltd Website and Social Media Platforms is provided as general information only. It is not intended as advice and must not be relied upon as such. You should make your own inquiries and take independent advice tailored to your specific circumstances prior to making any decisions.
- We do not make any representation or warranty that any Material on the Phillips Earthmoving Contractors Pty Ltd Website or Social Media Sites will be reliable, accurate or complete, nor do we accept any responsibility arising in any way from errors or omissions.
- We will not be liable for loss resulting from any action or decision by you in reliance on the Material from Phillips Earthmoving Contractors Pty Ltd, nor any interruption, delay in operation or transmission, virus, communications failure, Internet access difficulties, or malfunction in equipment or software.

- You acknowledge that we are not responsible for, and accept no liability in relation to, any other users' use of, access to or conduct in connection with Phillips Earthmoving Contractors Pty Ltd in any circumstance.

Limitation of liability

- You use the information from Phillips Earthmoving Contractors Pty Ltd at your sole risk.
- To the extent permitted by law, we exclude all conditions and warranties relating to your use of Phillips Earthmoving Contractors Pty Ltd information and digital media that are not expressly set out in the Conditions.
- To the extent that our liability for breach of any implied warranty or condition cannot be excluded by law, our liability will be limited, at our option, to:

In the case of services supplied or offered by us:

- The re-supply of those services; or
- The payment of the cost of having those services re-supplied; and
- In relation to any express warranty or condition set out in the Conditions in connection with the services supplied or offered by us via the Phillips Earthmoving Contractors Pty Ltd digital media, our liability to you will be limited to the amount(s) paid by you (if any) in respect of those goods or services.
- In no circumstances will we be liable to you for any indirect, incidental, special and/or consequential losses or damages (including loss of profits, revenue, production, goodwill, data or opportunity) of whatever nature howsoever arising in connection with the Phillips Earthmoving Contractors Pty Ltd.

Indemnity

- You agree to fully indemnify and hold us harmless against any expenses, costs, loss (including consequential loss) or damage that we may suffer or incur as a result of or in connection with your use of, access to or conduct in connection with Phillips Earthmoving Contractors Pty Ltd Digital Media, including any breach by you of the Conditions.

GST

- Unless stated to be otherwise, charges referred to for any goods or services supplied (or offered for supply) via the Phillips Earthmoving Contractors Pty Ltd are stated inclusive of GST. Where GST applies to any supply made to you, we will deduct the applicable GST and issue you with a Tax Invoice. GST means the Australian goods and services tax charged under A New Tax System (Goods and Services Tax) Act 1999 ("Act"). Tax Invoice means tax invoice as defined by the Act.

Severability

- If any provision of the Conditions is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Conditions, which shall remain in full force and effect.

No waiver

- No waiver of any term of the Conditions shall be deemed a further or continuing waiver of such term or any other term. Any failure to assert any right under the Conditions shall not constitute a waiver of such right.

Affirmation regarding age

- By using the Phillips Earthmoving Contractors Pty Ltd website, you affirm that you are 18 years or over or otherwise possess legal parental or guardian consent.

Applicable law

- These Conditions shall be construed in accordance with and governed by the laws of Victoria, Australia. You consent to the exclusive jurisdiction of the courts in New South Wales Courts to determine any matter or dispute which arises under the Conditions.

Definitions

- In these terms and conditions:
 - "Conditions" means these terms and conditions, together with the Phillips Earthmoving Contractors Pty Ltd Privacy Policy and any additional terms, conditions, notices and disclaimers displayed elsewhere on the Phillips Earthmoving Contractors Pty Ltd website.
 - " Phillips Earthmoving Contractors Pty Ltd " means all of the websites and other digital media that we own and/or operate from time to time, regardless of how those digital media sites are accessed by users (including via the Internet, mobile phone or any other device). For a list of the websites that currently form part of Phillips Earthmoving Contractors Pty Ltd, visit <http://phillipsearthmoving.com.au/>.
 - "Digital Media" includes Websites, Facebook, LinkedIn, Twitter, Instagram, Pinterest, Google+ and emails of Phillips Earthmoving Contractors Pty Ltd and its . It also includes any digital products that we may supply.
 - "Material" means text, illustrations, photos, audio, video, any combination of these or other material.

- Phillips Earthmoving Contractors Pty Ltd, "Us", "we" or "our" means Phillips Earthmoving Contractors Pty Ltd (ABN 30 104 251 738) and/or its related bodies corporate.