



## Privacy Policy

THIS POLICY IS APPLICABLE FOR ALL WEBSITES THAT WE OWN AND ALL SERVICES WE PROVIDE, AND ANY OTHER APPS OR SERVICES WE MAY OFFER.

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### 1. DEFINITIONS

**“Affiliate”** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.

**“Assistance”** means assistance provided to a user for events that involve system faults, loss of data, loss of functionality or software bugs. It explicitly does not provide for (a) user training, or (b) advice that you would reasonably expect to engage a qualified practitioner to undertake, or (c) assistance with software installation, configuration or maintenance and (d) solutions or recommendations to business related processes or operations thereof.

**“Axiapac Hosted Environment”** means Axiapac is responsible for providing and maintaining the necessary computer hardware, networking, operating system software, databases, security protocols, data backups and other necessary infrastructure to install and operate the Axiapac services.

**“AWS”** means any web-based application that retrieves, and/or processes and/or presents Axiapac services on the World Wide Web using a uniform resource identifier (URL)

**“Browser”** means any web-based application that retrieves, and/or processes and/or presents Axiapac services on the World Wide Web using a uniform resource identifier (URL)

**“Entity Domain”** means the URL under which a User accesses the service and content for a specific Entity. A subscription can include additional entity domains as specified in the Sales Invoice where applicable for an entity who has these Entity Domains under its Control. Each Entity Domain is a separate entity and is subject to its own User Licencing and associated usage limits.

**“Content”** means information obtained by Axiapac from publicly available sources or third-party content providers and made available to the Subscriber through the Services, Beta Services or pursuant to a Sales Invoice, as more fully described in the Documentation.

**“Control”** for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**“Documentation”** means the applicable legal and services documentation, and its usage guides and policies, as updated from time to time, accessible via [axiapac.com](http://axiapac.com) or by login to the applicable Service.

**“Malicious Code”** means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

**“Marketplace”** means an online directory, catalogue or marketplace of applications that interoperate with the Services, including, for example, apps available at the Apple Store or Google Play.

**“Non Axiapac Application”** means a Web-based, mobile, offline or other software application functionality that is engaged by the Subscriber or a third party and interoperates with a Service, including, for example, an application that is developed by or for the Subscriber, is listed on a Marketplace, or is identified as such by Axiapac. Non-Axiapac Applications consume User Licences in accordance with their functionality and/or use of the Axiapac API Library and are subject to Limits on usage and the number of permitted Non Axiapac Applications for your Subscribed Service.

**“Personal Data”** means identifiable information about you, like your name, email, address, telephone number, service desk requests, bank account details, payment information, community comments and so on.

**“Privacy Policy”** means this Privacy Policy notice.

**“Our”, “Us”, “We”** Axiapac Pty Ltd, ABN 53 128 231 023, An Australian Private Company, Limited by Shares, with registered office at Suite 10, Level 1, 3 Clunies Ross Court, Eight Mile Plains, Qld 4113

**“Services”** means the products and services pursuant to the Subscriber in accordance with the Sales Invoice or provided to the Subscriber under a free trial, and made available online by Us, including associated Axiapac offline or mobile components, as described in the Documentation. “Services” exclude Content and Non-Axiapac Applications.

**“Service Help Desk”** means the process available to a User to submit a request for assistance when a service is not operating as expected and/or in accordance with the documentation.

**“Service Ticket”** means the tracking number issued to a User for a specific request for support

**“Subscriber”** means the controlling entity that is responsible for ensuring that each User is subject to and adheres to our Customer Service Agreement.

**“User”** means an individual who is authorised by the Subscriber to use a Service, for whom the Subscriber have purchased a subscription (or in the case of any Services provided by Us without charge, for whom a Service has been provisioned), and to whom the Subscriber (or, when applicable, Us at the Subscribers request) have supplied a user identification and password (for Services utilizing authentication). Users may include, for example, the Subscribers employees, consultants, contractors and agents, and third parties with which the Subscriber transact business.

**“User Licence”** means the User access to the Services from a browser session or API. A user will consume a Licence for each open browser session that logins into an Axiapac application. The User can access the Services from multiple tabs within this browser session whilst they remain logged into the application. The User can only consume one licence so they may not log into another Browser session whilst logged into any other Browser session.

**“Subscriber Data”** means electronic data and information entered by or under the control of Users, excluding Content and Non-Axiapac Applications.

## 2. HOW WE COLLECT YOUR PERSONAL DATA

**2.1 Sources of Information Collection.** When you visit our websites or use our services, we collect personal data. We collect data in three ways from the information you provide to us; directly, automatically and from third parties.

**2.2 Information you provide to us directly.** When you visit or use some parts of our websites and/or services we might ask you to provide personal data to us. For example, we ask for your contact information when you sign up for a free trial, respond to a job application or an email offer, participate in community forums, join us on social media, take part in training and events, contact us with questions or request support. If you don't want to provide us with personal data, you don't have to, but it might mean you can't use some parts of our websites or services.

**2.3 Information we collect automatically.** We collect some information about you automatically when you visit our websites or use our services, like your IP address and device type. We also collect information when you navigate through our websites and services, including what pages you looked at and what links you clicked on. This information is useful for us as it helps us get a better understanding of how you're using our websites and services so that we can continue to provide the best experience possible. Some of this information is collected using cookies and similar tracking technologies.

**2.4 Information we get from third parties.** The majority of information we collect, we collect directly from you. Sometimes we might collect personal data about you from other sources, such as publicly available materials or trusted third parties like your advisors, our marketing and/or research partners. We use this information to supplement the personal data we already hold about you, in order to better inform, personalise and improve our services, and to validate the personal data you provide.

**2.5 When we collect personal data.** We only process personal data to perform a contract with you, or where we have legitimate interests to process the personal data and they're not overridden by your rights, or in accordance with a legal obligation, or where we have your consent.

**2.6 Subscriber Data.** If you're someone who doesn't have a relationship with us, but believe that a Subscriber has entered your personal data into our websites or services, you'll need to contact that Subscriber for any questions you have about your personal data (including where you want to access, correct, amend, or request that the user delete your personal data).

## 3. HOW WE USE YOUR PERSONAL DATA

**3.1 Operational Requirements.** Primarily we use your personal data to operate our websites and provide you with any services you've requested, and to manage our relationship with you.

**3.2 Communication.** We may use your personal data to communicate with you. This communication includes, providing you with information you've requested from us (like training or education materials), information we are required to send to you, changes to our websites and services, security updates, assistance with using our websites and services, marketing material we think you might be interested in, or asking you for feedback or to take part in any research we are conducting (which we may engage a third party to assist with).

**3.3 Technical Support.** This may include assisting with the resolution of technical support issues or other issues relating to the websites or services, whether by email, in-app support or otherwise.

**3.4 Improve our Services.** We may use your personal data to enhance our websites and services or develop new websites and services. By tracking and monitoring your use of our websites and services we can use this information to keep improving, or by carrying out technical analysis of our websites and services so that we can optimise your user experience and provide you with more efficient tools.

**3.5 Your Security.** So that we can detect and prevent any fraudulent or malicious activity, and make sure that everyone is using our websites and services fairly and in accordance with our terms of use.

**3.5 For Aggregate Analysis.** We may use the personal data we collect about you and other users of our websites and services (whether obtained directly or from third parties) to produce aggregated and anonymised analytics and reports, which we may share publicly or with third parties.

## 4. HOW WE SHARE YOUR PERSONAL DATA

4.1 **Need to Know.** There will be times when we need to share your personal data with third parties. We will only disclose your personal data to third party service providers and partners who assist and enable us to use the personal data to, for example, support delivery of or provide functionality on the website or services, or to market or promote our goods and services to you.

4.2 **Legal Requirements.** There may be times when we need to share your personal data with regulators, law enforcement bodies, government agencies, courts or other third parties where we think it's necessary to comply with applicable laws or regulations, or to exercise, establish or defend our legal rights. Where possible and appropriate, we will notify you of this type of disclosure.

4.3 **Business or Assets Sale.** Where an actual or potential buyer (and its agents and advisers) in connection with an actual or proposed purchase, merger or acquisition of any part of our business we may need to disclose your personal data.

4.4 **Only with your Consent.** We will only share your personal data with any other person after we have obtained your permission to share with this person.

## 5. PHYSICAL LOCATION AND SECURITY OF YOUR PERSONAL DATA

5.1. **Sydney, Australia.** Your personal data is physically stored and shared across three separate facilities incorporated into the AWS Amazon Regional Zone, Sydney, Australia.

5.2. **Security.** Using AWS provides us with the core infrastructure, that is custom-built for the cloud and designed to meet the most stringent security requirements in the world. AWS monitor this infrastructure 24/7 to help ensure the confidentiality, integrity, and availability of your data.

## 6. RETENTION OF YOUR PERSONAL DATA

6.1. **Duration.** The length of time we keep your personal data depends on what it is and whether we have an ongoing business need to retain it (for example, to provide you with a service you've requested or to comply with applicable legal, tax or accounting requirements).

6.2. **Destruction.** We'll retain your personal data for as long as we have a relationship with you and for a period afterwards where we have an ongoing business need to retain it, in accordance with our data retention policies and practices. Following that period, we'll make sure it's deleted or anonymised.

## 7. YOUR RIGHTS

7.1. **Marketing Communication.** You can ask Us not to send any marketing information by following the unsubscribe instructions contained in the communication you receive.

7.2. **Knowledge of Data.** You have the right to know what personal data We hold about you, and to make sure it's correct and up to date you may request a copy of your personal data, or ask us to restrict processing your personal data or delete it.

7.3. **Processing your Personal Data.** You may also object to our continued processing of your personal data, by exercising these rights at any time by sending an email to [privacy@axiapac.com.au](mailto:privacy@axiapac.com.au).

7.4. **Complaints.** If you're not happy with how we are processing your personal data, please let us know by sending an email to [privacy@axiapac.com.au](mailto:privacy@axiapac.com.au). We will review and investigate your complaint and provide you with an appropriate response explaining the actions we have taken.

## 8. POLICY CONTACT

8.1. **Your Concerns.** We appreciate being informed about any concerns you may have regarding the personal data we hold about you or if you have a question or feedback for us on this policy. As a technology company, we prefer to communicate with you by email – this ensures that you're put in contact with the right person, in the right location, and in accordance with any regulatory time frames.

8.2. **Email.** Our email address for this policy contact is [privacy@axiapac.com.au](mailto:privacy@axiapac.com.au).