

## Definitions

- A. Agreement** – the terms and conditions contained herein, together with any quotation, invoice or other document or amendments expressed to be supplemental to this Agreement.
- B. We, Us, Our, Ourselves** – means NDT Poles Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of NDT Poles Pty Ltd.
- C. You, Your, Yourself** – means any person/s (end user) being of the legal age of eighteen (18) years.
- D. Incidental Items** – works that may be purchased through this Website to be supplied and/or provided by the Seller to You, as specified on Our Website.
- E. Website** – a location which is accessible on the Internet through the World Wide Web and which provides multimedia content via a graphical User Interface.
- F. Prohibited Content** – any content on any advertising media that:
  - a.** is, or could reasonably be considered to be, in breach of the Broadcasting Works Act 1992; the Fair Trading Acts of the applicable States and Territories of Australia and the Competition and Consumer Act 2010 (CCA); or any other applicable law or applicable industry code; or
  - b.** contains, or could reasonably be considered to contain, any misrepresentations; or is, or could reasonably be considered to be, misleading or deceptive, likely to mislead or deceive or otherwise unlawful; or
  - c.** is, or could reasonably be considered to be, in breach of any person's Intellectual Property Rights (including, but not limited to, the distribution of digital files or any other material in which We do not own the copyright).
- G. Personal Information** – any information that identifies or can be used to identify You, directly or indirectly. Examples of Personal Information include, but are not limited to, first and last name, date of birth, email address, gender, occupation, or other demographic information.
- H. Confidential Information** – information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Agreement, a party's Intellectual Property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, Seller information and pricing details.

## Acceptance

We reserve the right to change any of the Terms and Conditions displayed on this website (including our Privacy Policy) at any time by notifying You through this Website that We have done so. By continuing to use this Website it shall be deemed that You agree to be bound by the amended terms and conditions as notified and posted on the Website.

If You intend to transact through this Website (i.e., purchase Works) then You warrant that You are at least 18 years of age, that You have the power to enter this Agreement and You acknowledge that this agreement creates binding and valid legal obligations upon You.

## Compliance with Laws

You represent and warrant that Your use of this Website will comply with all applicable laws and regulations (including but not limited to, EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws") and the Australian Privacy Policy Act 1988 (including the Privacy Amendment (Notifiable Data Breaches) Act 2017) or any other applicable laws.

## Privacy Policy

We are committed to protecting Your Privacy in accordance with Australian Privacy Principles. We also recognise that when You choose to provide Us information about Yourself that You trust Us to act responsibly and in Your best interests therefore We have the following procedures in place to protect Your personal information:

- A. Storing Your Information** – we will take all reasonable steps to ensure that Your information held by Us is accurate up-to-date, complete, applicable, is not misleading and will only be used for the purpose stated in this document and/or Our Privacy Policy. We will maintain security safeguards to protect Your information and will take all reasonable steps to ensure that Your information is not disclosed to any unauthorised person or entity.
- B. Securing Your Information** – When requesting a quote through this Website Your information will pass through a secure server using SSL (secure sockets layer) encryption technology. The encryption process ensures that Your information is not disclosed to any unauthorised person or entity.
- C. Information We Collect** – When You request Works We may collect Personal Information supplied You when You complete an online form in order to facilitate the purchase of Works. Such information will enable Us to process Your transactions efficiently, analyse our Website Works and enable Us to provide a higher level of customer service.

We may also collect the following information/tracking data for statistical purposes and to help Us understand how to make Our Website more available and user friendly for You and to measure the success of any advertising activities We may undertake:

- a. Your IP address;
  - b. The date and time of Your visits to Our Website;
  - c. Your clicks and activity on this Website;
  - d. The referring Website if any through which You clicked through to this Website; and
  - e. Technical information on Your browser, device and operating systems.
- D. Information We Release** – We will only release information about You as authorised by Yourself, required by law or when required in order for Us to provide Works to Yourself e.g., to third party suppliers. Where supplied to third parties the information provided will only be sufficient for the third party to perform their Works and may not be used by them for any other purpose

We will not release Your information for any purpose which You could reasonably expect us not to release the information.

Except as detailed above We do not share, give, sell, rent, or lease information to third parties and Your Personal Information will only be disclosed to those employees within Our organisation who have a need to know in order to ensure You are provided with information about Our Works.

Under the Privacy Act legislation, You can ask to see any information We may hold about You and You also have the right to have any inaccuracies in the same correct by Us. We will comply with any such requests to the extent required by the Privacy Act legislation within fourteen days of the receipt of Your request. We may ask You to verify Your identify in order to help us respond efficiently to your request.