

WEBSITE TERMS AND CONDITIONS

This website is operated by Anne Elizabeth Haywood (ABN 82 481 734 280) trading as AH Digital Consulting (referred to as **we/us/our**). Please read all of the important information below as they form the terms and conditions of using this Website. If you do not agree to these terms and conditions, please do not continue using this Website.

1. Definitions

In these terms and conditions:

- a. **You/Your** means a sole trader, partnership, company, trust, institution or government body, its related entities and affiliates or assignees that access the Website.
- b. **Terms** means these terms and conditions.
- c. **Website** means the website located at <https://ahdigital.com.au>.

2. Application of these terms and conditions

- a. These terms and conditions (**Terms**) apply in relation to your use and access of this Website.
- b. By using and accessing the Website you agree to and accept these Terms.

3. Accessing the Website

- a. You may access the Website to view, use and display the Website and to view information and material provided by us.
- b. You agree not to copy, distribute, reproduce or communicate the information and material or parts thereof that are made available to you. The information and material are only for your personal and non-commercial use.
- c. If we become aware that you have shared, copied, distributed, reproduced or communicated the information and material or parts thereof, then we reserve the right to take action against you.
- d. You are responsible for ensuring you have access to required hardware and software to access the Website.
- e. You are responsible for maintaining the security of your device use to access and view the Website.

4. Disclaimer in relation to the Website

- a. Every effort has been made to make sure the contents of the Website are current and up-to-date. The contents of the Website are not extensive nor exhaustive and we cannot be held liable for any missing or outdated information.
- b. The contents of the Website do not constitute legal or financial advice and should not be relied upon as such. You must seek independent legal and/or financial advice that is tailored to suit your needs.
- c. We do not guarantee that you will achieve a particular result or outcome from using the Website.
- d. We reserve the right to amend any errors displayed due to human error, computer malfunction or any other reason.

5. Details you provide us

- a. When contacting us through our Website, it is your responsibility to ensure that the information you provide, including your name, postal address, contact numbers and email address are correct. Please check any details carefully before contacting us.
- b. You acknowledge and agree that we are not responsible for any loss or damage that you may suffer as a result of you providing incorrect information to us including, but not limited to, your name, postal address, contact phone number or email address.

6. Indemnity

- a. You agree to indemnify us and our officer, employees, agents and related bodies corporate from and against all claims, demands, actions, liabilities, damages, costs and losses, arising out of or related to your use of the Website.

7. Your use of this Website

- a. You are provided with access to this Website for your personal and non-commercial use only. You may not, without our written permission, on-sell any information obtained from this Website, use any data mining robots or other extraction tools or metatag or mirror the Website.
- b. You must take your own precautions to ensure that the process which you employ for accessing this Website does not expose your computer to the risk of viruses, malicious computer code or other forms of interference which may cause damage to your computer software and we take no responsibility for any interference or damage to your computer system that arises out of or in connection with your use of this Website.

8. Email list

- a. The email addresses we collect are only used internally for communicating with you.
- b. We respect your privacy rights and will not sell or rent your email address to other companies. If you would like to be removed from our email list you can do so by emailing us at anne@ahdigital.com.au to request to be removed.

9. Intellectual property rights

- a. All intellectual property rights in the Website and materials created by us will vest absolutely and automatically on creation, and remain thereafter, in us. You must not reproduce, store, adapt, distribute, display, publish, or create similar works from them.
- a. When you access the Website, we will grant you a limited, non-exclusive, personal, non-transferrable, non-shareable, non-sublicensable, revocable licence to access and use the Website pursuant to these Terms and any additional terms and conditions set forth by us from time to time.
- b. You may access the Website on your desktop, laptop or pad style Android or Apple device. However, it is recommended that only desktops or laptops be used as smaller devices do not have screens large enough to comfortably make longer entries where needed.

10. Restricted activities

- a. You agree not to:
 1. Reverse engineer, extract, decompile, modify, create derivative works of, or otherwise amend or alter the Website;
 2. Evade any security feature or functionality of the Website;
 3. Permit any third party to access or use the Website;
 4. Use any code or application that interferes with the working of the Website;
 5. Use the Website in any manner which is contrary to any Australian or International laws;
 6. Provide false information;
 7. On-sell any information obtained from the Website;
 8. Use any data mining robots or other extraction tools or metatag; or
 9. Mirror the Website.

11. Availability of this Website

- a. From time to time, down-time, either scheduled or unscheduled, may occur. We will endeavour to work within reason to ensure the amount of down-time is limited and will not be held liable for the consequences of any down-time.

12. Links to third-party websites

- a. This Website may contain links to other websites that are operated, controlled or produced by third parties. Unless stated otherwise, this Website does not control, endorse, sponsor or approve any such third-party websites or their contents nor are we liable for any loss or damage that you may suffer as a result of your visits to any third-party websites.

13. Interference with this Website

- a. You must not make or attempt to modify, add, remove, hack, deface or otherwise interfere with this Website or to any material or content posted on this Website.

14. Testimonials

- a. Any review or other matter that could be regarded as a testimonial or endorsement about us or our services does not constitute a guarantee, warranty, or prediction regarding the outcome of any use of our services and you acknowledge that testimonials represent the anecdotal experience of individual consumers.

15. Variations

- a. We may vary these Terms by giving you written notice at any time. The variation will not apply retrospectively and will only affect future use and engagement with us.

16. Jurisdiction and governing law

- a. These Terms are governed by the laws of the State of South Australia, Australia.

17. Events which are out of our control

- a. We shall not be held liable and responsible for any delay in performance of our obligations under these Terms if the delay is caused by circumstances beyond our reasonable control.

18. Severability

- a. Any provision in these Terms which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable. Otherwise, any provision in these Terms which is invalid or unenforceable in any jurisdiction is to be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of these Terms.

19. Disclaimer

- a. You acknowledge and agree that, to the extent permissible at law, this Website and all content appearing on it are provided on an "as is" and "as available" basis, without warranties of any kind.
- b. To the extent permissible at law, we exclude liability for any loss, damage or injury however caused (including through negligence), which you may suffer in connection with your use of this Website, or any other linked website and take no responsibility for any loss arising out of your use of or reliance on information contained on or accessed through this Website. We also exclude liability in respect of mistakes or inaccuracies on the Website, any unauthorised access to or use of secure servers and/or personal information and/or financial information stored on those servers, bugs, viruses, Trojan horses or other harmful code which may be transmitted to or through our Website by a third party or any interruption or cessation of transmission from our Website.

20. General provisions

- a. If we do not take any action with respect to any breach by you or others of these Terms, this does not waive our rights to take action with respect to subsequent or similar breaches. Further, if any part of these Terms is found to be void, unlawful or unenforceable for any reason, then that part will be deemed severed from the remainder of these Terms and will not affect the validity of the remaining clauses. In the event that we merge, sell or otherwise change control of our business or this Website, we reserve the right and you hereby consent to us transferring,

assigning or sublicensing the rights to use of any personal information and/or user content that you have provided to us.

21. Privacy Policy

- a. For our privacy and policy conditions, please refer to our statement below.

These Terms were last modified on 5 June 2022.

PRIVACY POLICY

<https://ahdigital.com.au> (**our Website**) is operated by Anne Elizabeth Haywood (ABN 82 481 734 280) trading as AH Digital Consulting who is referred to in this Privacy Policy as “we”, “us”, “our” and similar grammatical forms.

By using our Website or registering for an account with us, you are accepting the terms of this Privacy Policy, and you are consenting to our collection, use, disclosure, retention and protection of your personal information as described in this Privacy Policy.

We appreciate that your privacy is important to you. Anne Elizabeth Haywood (ABN 82 481 734 280) trading as AH Digital Consulting will continue to protect the personal information you provide us and we will manage your personal information in compliance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs).

We will take all reasonable steps to ensure that all information we collect, use or disclose is accurate, complete, up-to-date and stored in a secure environment.

1.1 When do we collect information?

We do not automatically collect personal information from you, such as your name, address, phone number, email address or other personally identifiable information about you (**Personal Information**). We collect three categories of information when you use our Website:

- (1) the Personal Information you voluntarily provide — that is, we collect Personal Information with your informed consent;
- (2) anonymous non-personal information about how you use our Website; and
- (3) “cookie” based information that makes your use of our Website easier by recording your preferences so that when you return to our website the “cookie” re-loads that information into your web browser.

For example, we will collect Personal Information from you when you register on our Website, place an order, subscribe to our newsletter, respond to a promotional offer, competition or survey or fill out a form related to any customer service feature operating on our Website.

1.2 Why do we need to collect Personal Information?

We collect Personal Information when you volunteer that information in order to receive a service from our Website. The Personal Information collected on our Website will be used to provide the services you have requested, such as processing a contact request you may make at the Website. Your Personal Information may be used in relation to any survey, promotional offer or any competition you may enter on our Website.

1.3 What information do we collect?

The type of information we collect from you will depend on what services on our Website that you use.

The Personal Information we may collect includes your name, postal address, email address, telephone numbers and contact details and information for identification purposes.

General information about visits to our Website is collected by our computer servers, with small files (“cookies”) that our Website transfers to your computer’s hard drive through your Web browser (if you allow the delivery of “cookies”). The “cookies” are used to follow the pattern of movements of users by letting us know which pages on our Website are visited, in what order and how often and the previous website visited. The anonymous non-personal information that when collected and analysed is not personal information as described in the Privacy Act.

1.4 Why do we use “cookies” and other web use tracking technologies?

When you access our Website, small files containing a unique identification (ID) number may be downloaded by your web browser and stored in the cache of your computer. The purpose of sending these files with a unique ID number, is so that our Website can recognise your computer when you next visit our Website. The “cookies” that

are shared with your computer can't be used to discover any personal information such as your name, address or email address. They merely identify your computer to our Website when you visit us.

We can also log the internet protocol address (IP address) of visitors to our Website so that we can work out the countries in which the computers are located.

We collect information using "cookies" and other tracking technologies for one or all of the following reasons:

1. to help us monitor the performance of our Website so that we can improve the operation of the Website and the services we offer;
2. to provide personalised services to each user of our Website to make their navigation through our Website easier and more rewarding to the user;
3. to sell advertising on the Website in order to meet some of the costs of operating the Website and improve the content on the Website; and
4. when we have permission from the user, to market the services we provide by sending emails that are personalised to what we understand are the interests of the user.

Even if you have given us permission to send you emails, you can, at any time, decide not to receive further emails and will be able to "unsubscribe" from that service.

If you are unhappy about having a cookie sent to you, you can set your browser to refuse cookies or choose to have your computer warn you each time a cookie is being sent. However, if you turn your cookies off, some of our services may not function properly.

1.5 How do we store your information?

We use different technologies and procedures to help protect Personal Information from unauthorized access, loss, alternation, disclosure or use. Some of the safeguards we use are physical access controls, information firewalls and access authorisation controls to where your Personal Information is held in data centres. We also use data encryption when Personal Information is transferred to and from our service providers. Our commitment to data security means:

- we have procedures to limit access to Personal Information within our organisation;
- we use security measures and technologies within our organisation to protect your Personal Information; and
- we use service providers that can establish that they have secure controls relating to software security, access security and network security, including where credit card information is being transferred.

Our website is hosted on the closest server to Adelaide, South Australia, Australia. User and site data is mostly stored in the United States. In addition, web traffic information we collect, such as data collected by Google Analytics may be stored overseas.

1.6 What use do we make of your Personal Information?

We will communicate with you in relation to any contact requests you make on our Website.

We may send you information and updates about any other service or information that we provide to our customers. In addition we may send you occasional company news and information about other services or special promotional offers of our affiliated companies. If at any time you would like to stop receiving future commercial messages from us, please reply and request to be removed from our mailing list.

We may also release your Personal Information when we believe release is appropriate to comply with the law, enforce our website policies and terms & conditions, or protect ours or others rights, property, or safety.

1.7 How can I access the Personal Information that you collect?

We are happy to provide you with details of Personal Information held about you. APP 12 allows you to get access to, and correct, the Personal Information we hold about you.

To access this information, you need to email or write to us using the contact details below.

APP 13 allows you to ask us to take reasonable steps to correct any Personal Information that is inaccurate, out of date, incomplete, irrelevant or misleading.

If you believe that your Personal Information has been misused, you can inform us of your complaint by writing to our address and we will attempt to resolve the matter.

Name: Anne Haywood

Position: Managing Director

Email: anne@ahdigital.com.au

If you are not satisfied with the outcome of your complaint, you may refer the matter to the Office of the Australian Information Commissioner (OAIC). Telephone: 1300 363 992 E: enquiries@oaic.gov.au

OAIC complaints page: <http://www.oaic.gov.au/privacy/privacy-complaints>

1.8 Third party links

Our Website may include links to websites operated by third parties. We have no responsibility or liability for the content and activities of these linked websites. Nonetheless, we seek to protect the integrity of our Website and welcome any comment about linked websites.

1.9 Terms and Conditions

Please read our Website Terms And Conditions above which sets out the conditions of use and limitations of liability governing the use of our Website.

1.10 Your Consent

By using our Website, you consent to this Privacy Policy.

1.11 Changes to our Privacy Policy

If we decide to change this Privacy Policy, we will post those changes on this page, and update the Privacy Policy modification date below.

This Privacy Policy was last modified on 5 June 2022.