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Legal Practice

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# **NFC GROUP PTY LTD**

## **PRIVACY POLICY**

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## **1** PRIVACY POLICY

1.1 NFC Pty Ltd (ACN 607 938 689) trading as Test Engineering Alliance ("Test Engineering Alliance") is committed to keeping your information safe and secure in accordance with the *Privacy Act 1988* (Cth) (the "Privacy Act") and the Australian Privacy Principles contained therein. By engaging Test Engineering Alliance's services (the "Services"), you are giving consent to Test Engineering Alliance for the use of your private information in the manner set out in this Privacy Policy.

## **2** COLLECTION OF PERSONAL INFORMATION

2.1 Test Engineering Alliance may collect and use the following kinds of information:

- (a) information about your use of the website (including browser type; version and language; operating system; pages viewed while browsing the website; page access times; and referring website address); and
- (b) information about your personal details (including name; phone contact details; address information; email; username; password; and payment information).

2.2 Information about your personal details may be collected from you in a variety of ways, including but not limited to:

- (a) when you register for the Services;
- (b) when you interact with Test Engineering Alliance electronically or in person;
- (c) when you access Test Engineering Alliance's website; and
- (d) when Test Engineering Alliance provides products and/or Services to you.

## **3** USE AND DISCLOSURE OF PERSONAL INFORMATION

3.1 Test Engineering Alliance may use your personal information to:

- (a) enable your access to the website;
- (b) track usage and measure traffic statistics of the website;
- (c) supply to you the products and/or Services that you purchase or request as a customer;
- (d) receive and/or access information from third party providers for the provision of our products and/or Services to you;
- (e) contact you regarding your use of the products and/or Services offered by Test Engineering Alliance;
- (f) contact you in relation to comments, complaints, enquiries or dispute resolution;

- (g) collect payments from you;
  - (h) communicate with third party providers or associate parties with respect to the provision of the Services; and
  - (i) send you marketing communications.
- 3.2 Test Engineering Alliance will not disclose personal information about you, unless it is required, incidental or otherwise related to the primary purpose of providing Services to you or a third party for which you have consented to by engaging Test Engineering Alliance's Services. However, Test Engineering Alliance may disclose your personal information to its business partners who can assist them to provide Services to you as a customer.
- 3.3 Test Engineering Alliance in its sole discretion, may disclose your personal information to the extent that it is required to do so by law, in connection with any legal proceedings or prospective legal proceedings, and in order to establish, exercise or defend its legal rights.

#### **4 SECURITY AND ACCURACY**

- 4.1 It is important that you advise Test Engineering Alliance of changes to your personal information that you have provided to Test Engineering Alliance as it is essential that your personal information is accurate, complete, and up-to-date in order for Test Engineering Alliance to provide the Services to you.
- 4.2 Test Engineering Alliance uses reasonable technical precautions and has implemented business processes to protect your personal information from misuse, loss, unauthorised access, modification and disclosure. However, Test Engineering Alliance is not liable for any unauthorised access to this information.
- 4.3 Test Engineering Alliance will take all reasonable steps to destroy or permanently de-identify personal information if it is no longer needed for the purposes of providing the Services to you and where Test Engineering Alliance is not required to retain that information by law.

#### **5 ACCESS AND CORRECTION**

- 5.1 As a potential customer, you are responsible to ensure that the information you provide to Test Engineering Alliance is accurate, complete and up-to-date.
- 5.2 By request, you may contact Test Engineering Alliance and ask to know what sort of personal information is held about you, for what purposes, and how it is collected, held, used and disclosed.

- 5.3 By request, you may access your personal information by contacting Test Engineering Alliance at [australiantesters@gmail.com](mailto:australiantesters@gmail.com). Test Engineering Alliance reserves the right to charge a reasonable administration fee for this access.
- 5.4 Test Engineering Alliance in its sole discretion, may consider that there is a sound reason under the Privacy Act, Freedom of Information Act or other relevant law to withhold personal information, or not make the requested changes.

## **6 IDENTIFIERS AND ANONYMITY**

- 6.1 You acknowledge that Test Engineering Alliance retains, collects and maintains your personal information for statistical analysis purposes (whether for commercial or non-commercial purposes). You agree that Test Engineering Alliance may share, distribute and/or transfer information which you have provided to Test Engineering Alliance to third parties, after that information has been de-identified.

## **7 TRANS-BORDER DATA FLOWS**

- 7.1 Test Engineering Alliance's server is situated in the United States and is hosted by Amazon Web Services and therefore, your personal information will be transferred and stored in foreign jurisdictions. You agree for us to transfer your information into foreign jurisdictions for the purposes of providing you with the Services. In addition to the above, Test Engineering Alliance will transfer personal information to someone who is in a foreign country where:
- (a) Test Engineering Alliance reasonably believes that the recipient of the information is subject to a law, binding scheme or contract which effectively upholds principles for fair handling of the information that are substantially similar to the Australian Privacy Principles;
  - (b) the individual consents to the transfer;
  - (c) the transfer is necessary for the performance of a contract between you and Test Engineering Alliance, or for the implementation of pre-contractual measures taken in response to your request;
  - (d) the transfer is necessary for the conclusion or performance of a contract concluded in your interest between Test Engineering Alliance and a third party;
  - (e) all of the following apply:
    - (i) the transfer is for your benefit;
    - (ii) it is impracticable to obtain your consent to that transfer; and
    - (iii) if it were practicable to obtain such consent, you would be likely to give it; or

- (f) Test Engineering Alliance has taken reasonable steps to ensure that the information which it has transferred will not be held, used or disclosed by the recipient of the information inconsistently with the National Privacy Principles.

## **8 SENSITIVE INFORMATION**

8.1 Sensitive information is defined in the Privacy Act to include information or opinion about such things as an individual's racial or ethnic origin, political opinions, membership of a political association, religious or philosophical beliefs, membership of a trade union or other professional body, criminal record or health information.

8.2 Sensitive information will be used by Test Engineering Alliance only:

- (a) for the primary purpose for which it was obtained;
- (b) for a secondary purpose that is directly related to the primary purpose;
- (c) with your consent; or
- (d) where required or authorised by law.

## **9 COMPLAINTS**

9.1 As a valuable customer, if you have any complaints in relation to this Privacy Policy or privacy practice, please feel free to contact Test Engineering Alliance of your complaints to [australiantesters@gmail.com](mailto:australiantesters@gmail.com).

9.2 A complaint should identify whether it is about:

- (a) the collection of personal information;
- (b) the use of personal information;
- (c) the disclosure of personal information;
- (d) the security or storage of personal information;
- (e) the accuracy of personal information;
- (f) a refusal to give access to or provide about their personal information; or
- (g) a refusal to change or delete personal information.

9.3 Test Engineering Alliance values your opinions and takes complaints very seriously. Upon receiving written notice of your complaint about privacy, Test Engineering

Alliance will respond quickly to advise you of the outcome following its enquiring into the same. You will also be invited to respond to its outcome. If a response is received, Test Engineering Alliance will assess it and advise if it has changed its view. If you are unsatisfied with the final outcome, Test Engineering Alliance will advise further options including, if appropriate, making a complaint with the Office of the Australian Information Commissioner.

## **10 MISCELLANEOUS**

### 10.1 No partnership or agency

Nothing contained or implied in this Privacy Policy will create or constitute, or be deemed to create or constitute, a partnership between you and Test Engineering Alliance. A party must not act, represent or hold itself out as having authority to act as the agent of the other party or in any way bind or commit the other parties to any obligation.

### 10.2 Waivers

In limited circumstances, Test Engineering Alliance may allow you to waive application of this Privacy Policy. A waiver of this Privacy Policy must be in writing and signed by Test Engineering Alliance. Test Engineering Alliance anticipates that the waiver of this Privacy Policy would only be in exceptional circumstances, and Test Engineering Alliance encourages that you consider the circumstances leading to the waiver request prior to submitting such a request.

### 10.3 Governing Law & Jurisdiction

This Privacy Policy is governed by the laws of Victoria, Australia. In the event of any dispute arising out of or in connection with this Privacy Policy, you agree that the exclusive venue for resolving any dispute shall be Melbourne, Australia.

## **11 VARIATION TO THIS PRIVACY POLICY**

11.1 This Privacy Policy is available online via <https://testengineeringalliance.com/> by clicking the "Privacy Policy" link located at the bottom of the website. Test Engineering Alliance reserves the right to modify or amend this Privacy Policy at any time and for any reason, without notification.

11.2 Test Engineering Alliance updates this Privacy Policy from time to time by posting a new version on its website. You shall be taken to agree to the Privacy Policy from the time the new policy is posted on its website.

11.3 This policy was last modified on 19/03/2018.

## **12 CONTACT**

12.1 Please contact Test Engineering Alliance if you have any questions regarding this Privacy Policy.

Email: [australianesters@gmail.com](mailto:australianesters@gmail.com)