

BUSFLEET AUSTRALIA PTY LTD

PRIVACY POLICY

GENERAL

1. Busfleet Australia Pty Ltd (ABN 69 165 467 318) (“Busfleet”) respects your privacy. In addition, we respect and adhere to the Australian Privacy Principles, as set out in Schedule 1 to the *Privacy Act 1988* (Cth) (“the Act”), the Act generally, and the *Privacy Regulation 2013* (Cth) (“the Regulation”). Further, we also comply with the *Spam Act 2003* (Cth) and the *Spam Regulations 2004* (Cth).
2. This privacy policy explains what *personal information* relating to you we may collect, how we store, use and disclose that information, some of the information we might send to you, and your rights regarding these matters. It also sets out how we manage *credit information* and *credit eligibility information* we obtain in relation to you in connection with any payments you make or fail to make to Busfleet.

SPAM

3. We will not send, cause to be sent or aid and / or abet anyone else to send you unsolicited and undesigned commercial electronic messages. However, this does not apply to designated commercial messages, which we may send to you from time to time. In addition, we will not disclose your details for the purpose of inclusion on a harvested-address list. Put simply, we won’t send out blanket commercial offers or promotions, but from time to time, we might send you promotional material. However, whenever we do, it will be specifically addressed to you, include our contact details, and contain an unsubscribe facility, where you can opt out of receiving similar messages in future, at no charge to you. In addition, we won’t sell or make available your email address for address-harvesting (mass marketing software programs).

DEFINITIONS

4. Appearances in this privacy policy of italicised phrases are intended to convey the meaning of those phrases as set out in the Act and the Regulation.
5. A reference to the term “Terms & Conditions” is a reference to the “Deed of Agreement for Busfleet Terms of Service”, that comprise the applicable terms and conditions of your use of our websites and our services generally.

OPEN & TRANSPARENT MANAGMENT

6. We will always publish an up-to-date version of this privacy policy on any website we operate and make copies available to anyone who requests one free of charge. In addition, we will always ensure that we are contactable using the details published on any such website, for the purpose of any privacy-related matters, including complaints about potential breaches of the *Australian Privacy Principles*.

INFORMATION COLLECTION, STORAGE, USE AND DISCLOSURE

7. We will only collect the information set out in this section to the extent that it is reasonably necessary for one or more of our functions or activities, including the fulfillment of the respective rights or obligations set out in our Terms & Conditions.
8. We will not collect any *sensitive information*, which includes information relating to your religion, race or ethnic origin, political views or associations, sexuality, philosophical beliefs, membership of

professional or trade associations or unions, sexual orientation or practices or criminal history, unless it is reasonably necessary for one or more of our functions or activities, including the fulfillment of the respective rights or obligations set out in our user terms and conditions.

9. We collect *personal information* and *credit information* from you when you enquire about or solicit our services, or, if you are a prospective purchaser, when you enquire about a business we are promoting or otherwise handling for sale.
10. We generally collect this information from you by asking questions during the enquiry process, which can take place in person, through our online questionnaire, via telephone or via email.
11. We will only collect information from you to enable your registration as a user of our services via our own internal software and applications, where necessary to promote the sale of your business, and in relation to the payment by you for our services.
12. We collect this information only for the purpose of enabling the sale of your business, the potential purchase of a business through us, and for securing payment for the use of the services of Busfleet.
13. If we have to take enforcement action against you for non-payment or breach of our Terms & Conditions, we may conduct our own enquiries to obtain further *credit information*, such as identification information, consumer credit liability information, repayment and default information, court proceedings information, personal insolvency information, opinions of other credit providers you have dealt with and so on, or we may pay a *credit reporting business* to provide *credit eligibility information*.
14. We will generally hold your *personal information*, *credit information* and *credit eligibility information* in an internal electronic computer file or database.
15. We will only use your *personal information*, *credit information* and *credit eligibility information* for the purpose of enabling the sale of your business (where necessary), for processing the payments you make to us, or enforcing our Terms & Conditions based on a failure to pay or other breach by you.
16. We will only disclose your *personal information*, *credit information* and *credit eligibility information* to our solicitors or other legal or professional advisors, or commercial debt recovery agents, for the purposes stated in the previous paragraph. It is highly unlikely that any of these persons or organisations will be based outside of Australia.
17. If we are experiencing any particular difficulty or delay in enforcing a failure to pay or a breach of our Terms & Conditions against you, we will disclose your *personal information*, *credit information* and / or *credit eligibility information* to a *credit reporting body*. The credit reporting body we use is Veda Advantage Information Services & Solutions Limited ("Veda"), and their contact details can be found at <https://www.veda.com.au/contact-us>. Where you make any payment to us after such disclosure, we will disclose that payment to Veda.
18. By using the Busfleet websites to provide us with information, you acknowledge and agree that you may, in effect, be providing Busfleet with unsolicited personal information over and above what Busfleet requires in accordance with this policy and, owing to the nature and extent of the Busfleet websites and general functions, Busfleet may never become aware of this or it may be too impractical for Busfleet to provide notice to you of each instance. You acknowledge and agree it is your responsibility to manage such information and you hereby consent to a waiver in relation to any obligations of Busfleet in this regard or otherwise.
19. From time to time, Busfleet may use external services, software and / or applications, such as Amazon web services, for the purpose of storing and backing up all of its information, which includes some of your personal information. You are encouraged to familiarise yourself with Amazon's own policies and procedures (and those of similar providers) if you are concerned in any way with this aspect of Busfleet as it relates to your information, and to refrain from accessing Busfleet or making information available through Busfleet if you are concerned.
20. While we will generally strive to maintain the utmost security of your personal information, in accordance with our user terms and conditions, we cannot be held responsible for any security breaches caused by failures in technology, hackers and other circumstances outside of our control. By using the Busfleet websites, you acknowledge this and assume that risk.
21. In accordance with our Terms & Conditions, while Busfleet strives to ensure our third parties comply with our privacy obligations, this is not always possible for a variety of reasons, and Busfleet will not be held responsible for any breaches by third parties of the Australian Privacy Principles.
22. We will only otherwise disclose your *credit eligibility information* as permitted by Subdivision D of Division 3 of Part IIIA of the Act.

ANONYMITY

23. By using Busfleet, you acknowledge and agree that it may not always be practical to remain anonymous or use a pseudonym in your dealings with Busfleet, owing to the nature and extent of the rights and obligations between us, as set out in our Terms & Conditions.

ACCESS TO INFORMATION

24. At any time, you may make a written and signed request for access to a copy of any file we maintain containing your *credit eligibility information*.
25. If you make such a request, we will make a copy of the said file available for your collection within seven days of the payment in full of any reasonable labour and materials expenses we will incur in making that copy available to you, and upon the furnishing of an appropriate identification document and the signing of an acknowledgment of collection, on collection.

CORRECTION OF INFORMATION

26. At any time, you may make a written and signed request that we correct any *personal information, credit information or credit eligibility information* we hold in relation to you.
27. If we are satisfied that you have provided truthful, accurate and appropriate information to update or correct information that we believe is in fact untruthful, inaccurate or otherwise inappropriate, we will correct and update such information.
28. Any such correction or update to information does not require or result in the deleting or destruction of the previous information held by us, which we may retain.

COMPLAINTS

29. You are entitled to make complaints to us directly in relation to this privacy policy, the Australian Privacy Principles or the Act, in accordance with the provisions of the Act, in so far as they relate to our dealings with your information.
30. If you make such a complaint to us, we will comply with Division 5 of Part IIIA of the Act in dealing with that complaint.

MARKETING

31. From time to time, we may use your *personal information* for other means of direct marketing by us. However, when we do, we will provide you with an equivalent means by which to ensure we cease doing so at your request.
32. Busfleet will not, under any circumstances, provide direct access to your specific personal information to third parties for marketing or other purposes.

GENERAL EXCEPTIONS

33. Notwithstanding anything above, we will collect, use or disclose your personal or other information to the extent necessary in order to take any appropriate action that we might need to take, for example where:
 - a. you consent to us doing so;
 - b. you are in breach of our Terms & Conditions;
 - c. it may assist in locating a person reported as missing;
 - d. it is necessary for the establishment or defence of a legal or equitable claim or a confidential alternative dispute resolution process; or
 - e. it is otherwise required or compelled by law.