



Bustle Privacy Policy

INTRODUCTION

- 1) This privacy policy (PP) is the written privacy policy of the domain name www.Bustle.com.au (Bustle) and associated website and or mobile telecommunications device App (Site).
- 2) The PP must be read in conjunction with the terms and conditions of use of the Site, as amended and updated from time to time at the sole discretion of the operators of Bustle, and posted on the Site (T&Cs).
- 3) Bustle is a registered business name, which, in addition to the Site, is owned and operated by the company Bustle Supply Pty Ltd (ABN: 19 609 031 129) (the Operator).
- 4) All the defined terms appearing in the T&Cs have the same meaning in this PP as they do in the T&Cs, including but not limited to:
 - a. Operators;
 - b. Site;
 - c. Principal;
 - d. Contractor;
 - e. User;
 - f. Services.
- 5) In viewing, considering or utilising the services available on Bustle and the Site in any way, a person so viewing, considering or utilising the Site is taken to agree to be bound by the T&Cs, and, relevantly, the PP set out hereafter.

GENERAL PROVISIONS

- 6) Where applicable, Bustle complies with the requirements of *Privacy Act 1988 Cth* (the Act) and any and all other relevant laws, Commonwealth or State, in respect of the collection and use of personal information.
- 7) If you do not acknowledge, accept and agree to the terms of the Bustle PP, Bustle will not be able to provide the Services to you. This is because the information collected may be required in order for the Services to be provided to you.
- 8) By continuing to view and or utilise the functions of the Site in any way, you are taken to consent to the terms of the PP and its operation.

COLLECTION OF INFORMATION

- 9) Information which you provide to Bustle may be personal or sensitive information for the purposes of the Act. Bustle will take all reasonable steps to ensure that your personal or



sensitive information is used only in the provision of the Services, and where it is used, it is used with your consent.

- 10) The T&Cs set out the information that Bustle will provide to Users, and the information that will not be provided to Users.
- 11) The information of yours which will be provided to Users will be either available on the Site, or alternatively provided by Bustle, in very limited and controlled circumstances, to another User in the furtherance of the provision of the Services. The detail of the information which is either posted or provided to other persons, and how it may be provided, is contained in the T&Cs.
- 12) It is important to note that any information is posted on the Site is available to any person with access to the internet.
- 13) In providing the Services, Bustle may collect information from you, including but not limited to:
 - a. Your name;
 - b. Your telephone number;
 - c. Your email address;
 - d. Your postal address;
 - e. Other financial information;
 - f. Computer sign on data;
 - g. Statistics on page views;
 - h. Internet traffic to and from the Site;
 - i. Ad data,
 - j. Other information such as IP addresses and standard web log information.
- 14) In collecting this data Bustle may make use of cookies, which may be disabled by a User.

USE OF INFORMATION

- 15) In providing the Services to you, Bustle may use your personal information to, including but not limited to:
 - a. Provide you the Services;
 - b. Resolve disputes;
 - c. Collect any fees which are payable;
 - d. Encourage safe trading generally and enforce relevant Bustle policies, including the T&C's
 - e. Customize, measure and analyse the Services in an effort to improve the provision of the Services to Users and or other advertisers;
 - f. Deliver targeted marketing, updates and promotional material and offers to Users in accordance with their preferences.

DISCLOSURE



- 16) While in general, with the exception of the provision of the Services, and then in accordance with the T&Cs, Bustle will not disclose Users personal information, without the consent of the User involved, Bustle may disclose your personal information as a result of:
- a. An enforceable legal requirement which may arise;
 - b. To enforce the T&Cs and any other of Bustle policies;
 - c. To respond to claims that any advertisement or comment posted on the Site by any User or any other content violated another User's, or any other persons, rights property or safety;
 - d. In which circumstances Bustle will take reasonable steps to inform the relevant User of the disclosure prior to it occurring.
- 17) In providing the Services, Bustle may also disclose your personal or sensitive information to:
- a. Corporate affiliates who assist to detect and prevent illegal activity by any person, and provide joint services;
 - b. Service providers who assist in the provision of the Services;
 - c. Third-party websites and publishers so that advertisements which might be posted on the Site on behalf of Users can be published on a broader array of venue's or information platforms;
 - d. Third party service providers (such as PayPal) in order to assist in the provision of the Services to Users.

REGISTRATION AND USE OF TOOLS

- 18) Bustles may offer you sign on services enabling you to use third party log in credentials to log into Bustle. Bustle may transfer profile information, including personal information, contained in your third party profile to assist in the provision of the Services, to other relevant Bustle related sites and profiles.
- 19) In agreeing to the Bustles PP:
- a. You agree to receive marketing and advertising information and communications from Bustle, unless you direct Bustle you do not consent to the receipt of such information, which you may do by following the directions contained in the relevant piece of advertising or marketing communication.
 - b. You agree you are not permitted to take any step to harvest any personal or sensitive information from the Site or any of its contents which relates to another person.
 - c. You agree you are not permitted to use any system or function of the Site to communicate or propagate spam, viruses or any other software which may interfere with Bustle or any other system.
 - d. You agree Bustle may scan any and all email messages or other electronic communications you send to Bustle or the Site using automated systems in order to locate and identify any malicious activity or prohibited content in any such emails or other electronic communications.
 - e. You agree to the provision of the information referred to in the T&Cs to the persons identified therein, in order to enable Bustle to supply you with the facilitation of the Services.



20) While it is not a requirement, Bustle strongly recommends that you create a unique, non personalised email address to be the nominated email address which will enable you to make initial contact with a Principal or the Contractor without providing any personal information to an unknown person. For example, if your name was 'John Smith' you may choose to create an email address such as JSPrincipal123@gmail.com for the purpose of communicating with a prospective Contractor, at least a first instance.

21) In the event you have any difficulty, questions, concerns or comments in respect of the use of tools or the Site generally, or questions relating to privacy concerns, please contact customer support.

ACCESS AND COMPLAINTS

22) You are entitled to ask Bustle what personal information relating to you Bustle holds.

23) You may do this by accessing your profile on the Site, and reviewing, amending or deleting any of the information you have provided.

24) You may also ask Bustle about the content and detail of any other information which is stored by Bustle than your profile by contacting customer support.

25) Bustle does not, in general, retain any personal or sensitive information after it is no longer needed, save for that which might be required to ensure compliance with Bustle policies and T&Cs. However, in the event any such information is retained, any request for the deletion or destruction of any of a User's personal or sensitive information which may be held by Bustle will be dealt with in accordance with the requirements of the Act and any other applicable law, as it may apply to the particular circumstances in question.

26) In the event you are displeased with the use of your personal information in the provision of the Services, please contact customer support, in which case Bustle and or the Operators will ensure that your query is responded to as soon as reasonably possible.

27) In the event you remain displeased, you may raise your concern with the Office of the Commonwealth Privacy Commissioner.

INFORMATION SECURITY

28) Bustle will take all reasonable steps, including but not limited to the use of encryption, passwords and physical security, to ensure the security of any of the personal information which is held, against unauthorised access.

29) In the event of a breach of the security of Bustle, you will be contacted with the detail of the breach and how it may affect you as soon as reasonably practicable.



COOKIES

- 30) Bustle or its service providers may use 'cookies' to assist us in the refinement and development of the provision of the Services. Bustle uses cookies to:
- a. Assist in the provision of the Services;
 - b. Help identify you and maintain your log in status.
 - c. In the event you do not wish to utilise the 'cookies' used by Bustle, you may deactivate them, although doing so may result in the degradation of the provision of the Services.
 - d. For more information about cookies, visit the Site, and specifically the information relating to Cookies, Web Beacons and Your Privacy.
- 31) Bustle and or the Operators have the express right to vary the PP at any time, and the posting on the Site of any amended or updated PP is taken to be notice to all Users of the amended or updated PP which are enforceable and of effect from the time and date of posting on the Site.