

PRIVACY POLICY

iEnvironmental Australia (ABN 48 259 780 703) (“we,” “us,” “our,” or “iEnvi”) provides this Privacy Policy to let our Clients, visitors of the iEnvi Site, marketing partners, affiliates, analytics, consultants, and service providers (hereinafter collectively and individually referred to as “you,” “your,” or “Client”) know our policies and procedures regarding the collection, use and disclosure of information through the iEnvi website located at www.ienvi.com.au (the “iEnvi Site”), and the Services, and any other websites, features, applications, widgets or online services that are owned or controlled by iEnvi and that post a link to this Privacy Policy, as well as any information iEnvi collects offline in connection with the Services. It also describes the choices available to you regarding the use of, your access to, and how to update and correct your personal information. **Note that we combine the information we collect from you from the iEnvi Site, through the Service generally, or offline.**

By accessing or using the Services, you consent to the information collection, disclosure and use practices described in this Privacy Policy. Please note that certain features or services referenced in this Privacy Policy may not be offered on the Services at all times. Please further note, that any capitalised terms not defined herein, shall have the meaning ascribed to it in the iEnvi Terms and Conditions available on the iEnvi Site at www.ienvi.com.au/terms-and-conditions.

1. INFORMATION COLLECTION

A. Information You Provide to Us

- **Personal Information:** In the course of using the Services, we may require or otherwise collect information that identifies you as a specific individual and can be used to contact or identify you (“**Personal Information**”). Examples of Personal Information include your name, email address, postal address and phone number.
- **Payment Information:** If you use the Services to make payments, we will also collect certain payment information, such as credit card, PayPal or other financial account information, and billing address.
- **Identity Verification:** We may collect Personal Information, such as your date of birth to validate your identity or as may be required by law. We may request documents to verify this information, such as a copy of your government-issued identification or photo or a billing statement.
- **General Audience Service:** The Services is available for general audiences and intended for users 18 and older. We do not knowingly collect Personal Information from anyone younger than 18 years of age. If we become aware that a child younger than 18 has provided us with Personal Information, we will use commercially reasonable efforts to delete such information from our files. If you are the parent or legal guardian of a child younger than age 18 and believe that iEnvi has collected Personal Information from your child, please contact us at: privacy@ienvi.com.au.
- **Non-Identifying Information/Usernames:** We also may collect other information, such as zip codes, demographic data, information regarding your use of the Service, and general project-related data (“**Non-Identifying Information**”). We may aggregate information collected from iEnvi registered and non-registered Users (“**iEnvi Users**”). We consider usernames to be Non-Identifying Information. Usernames are made public through the Service and are viewable by other iEnvi Users.

In some cases, we may render Personal Information (generally, email address) into a form of Non-Identifying Information referred to in this Privacy Policy as “**Hashed Information**.” This is typically accomplished using a mathematical process (commonly known as a hash function) to convert information into a code. The code does not identify you directly, but it may be used to connect your activity and interests.

- **Combination of Personal and Non-Identifying Information:** Certain Non-Identifying Information would be considered a part of your Personal Information if it were combined with other identifiers in a way that enables you to be identified (for example, combining information with your name). But the same pieces of information are considered Non-Identifying Information when they are taken alone or combined only with other non-identifying information (for example, your viewing preferences). We may combine your Personal Information with Non-Identifying Information, but iEnvi will treat the combined information as Personal Information.

B. Information Received from Third Parties

We also may receive information about you from third parties. For example, we may supplement the information we collect with outside records or third parties may provide information in connection with a co-marketing agreement or at your request. If we combine the information we receive from others with information we collect through the Services, we will treat the combined information as described in this Privacy Policy.

C. Information Collected from Users Automatically

We and our third-party service providers, including analytics and third-party content providers, may automatically collect certain information from you whenever you access, utilize, or interact with the Services. This information may include, among other information, the browser and operating system you are using, the URL or advertisement that referred you to the Services, the search terms you entered into a search engine that led you to the Services, areas within the iEnvi Site that you visited, and other information commonly shared when browsers communicate with websites. We may combine this automatically collected log information with other information we collect about you. We do this to improve services we offer you, to improve marketing, analytics, and site functionality.

The information we collect also includes the Internet Protocol (“**IP**”) address or other unique device identifier (“**Device Identifier**”) for any device (computer, mobile phone, tablet, etc.) used to access the iEnvi Site. A Device Identifier is a number that is automatically assigned or connected to the device you use to access the iEnvi Site, and our servers identify your device by its Device Identifier. Some mobile service providers may also provide us or our third-party service providers with information regarding the physical location of the device used to access the iEnvi Site.

D. The technology used to collect information automatically from iEnvi Users may include the following:

- **Cookies:** Like many websites, we and our marketing partners, affiliates, analytics, and service providers use “cookies” to collect information. A cookie is a small data file that we transfer to your computer’s hard disk for record-keeping purposes. We use both persistent cookies that remain on your computer or similar device (such as to track your compliance with the T&Cs) and session ID cookies, which expire at the end of your browser session (for example, to enable certain features of the iEnvi Site, to better understand how Clients interact with the iEnvi Site and to monitor aggregate usage by Clients and web traffic routing on the iEnvi Site). You may be able to instruct your browser, by changing its options, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit. If you do not accept cookies, however, you may not be able to use all functionality of the iEnvi Site.

We use Local Storage, such as HTML5, to store content information and preferences. Third parties with whom we partner to provide certain features on our website or to display advertising based upon your web browsing activity also use HTML5 to collect and store information. Various browsers may offer their own management tools for removing HTML5.

- **Web Beacons:** We and our marketing partners, affiliates, analytics, and service providers may also employ software technology known as “web beacons” and/or “tracking tags” to help us keep track of what content on our iEnvi Site is effective and to serve relevant advertising to you. Web beacons are small graphics with a unique identifier that may be invisible to you, and which are used to track the online activity of Internet users. Web beacons are embedded in the web pages you review. Web beacons or similar technologies may be used for a number of purposes, including, without limitation, to count visitors to our iEnvi Site, to monitor how Clients navigate the iEnvi Site, or to count how many particular articles or links were actually viewed.
- **Embedded Scripts:** We and our marketing partners, affiliates, analytics, consultants, and service providers may also employ software technology known as an Embedded Script. An Embedded Script is programming code that is designed to collect information about your interactions with the Services, such as the links you click on. The code is temporarily downloaded onto your computer or other device and is deactivated or deleted when you disconnect from the Services.

In addition, we and our marketing partners, affiliates, analytics, consultants, and service providers may use a variety of other technologies (such as tags) that collect similar information for security and fraud detection purposes and we may use third parties to perform these services on our behalf.

2. HOW WE RESPOND TO DO NOT TRACK SIGNALS

Please note that your browser setting may allow you to automatically transmit a “Do Not Track” signal to websites and online services you visit. There is no consensus among industry participants as to what “Do Not Track” means in this context. Like many websites and online services, iEnvi does not alter its practices when it receives a “Do Not Track” signal from any visitor’s or your browser.

Client Information You may have the opportunity/requirement to provide information about you, and may include Personal Information, information on work previously performed via the Services and outside the Services, skills, feedback/rating information and other information (“**Client Information**”). The information in your Client Information may be visible to all iEnvi staff, personnel, and third-party contractors. You may edit certain information in your Client Information and may choose to limit who is able to view certain content you provide to your Client Information. If, in any case, you believe that an unauthorised information has been shared about you or your Client Information, you can request for it to be removed by contacting us at privacy@ienvi.com.au.

Testimonials We display personal testimonials of satisfied Clients on our iEnvi Site, in addition to other endorsements. With your consent we may post your testimonial along with your name. If you wish to update or delete your testimonial, you can contact us at privacy@ienvi.com.au.

3. USE AND RETENTION OF INFORMATION

WE USE INFORMATION WE COLLECT:

- To provide and improve the Services and the iEnvi Site, complete your transactions, and address your inquiries, process your Order(s), verify the information you provide is valid and for compliance and internal business purposes;
- To contact you with administrative communications and iEnvi newsletters, marketing or promotional materials (on behalf of iEnvi or third-parties) and other information that may be of interest to you. If you decide at any time that you no longer wish to receive such communications from us, please follow the instructions in the Your Choices and Opting Out section, below;
- To tailor content we display to you and offers we may present to you, both on the iEnvi Site and elsewhere online;
- To administer and develop our business relationship with you;

- To enforce and comply with the law, including to conduct an investigation, to protect the property and rights of iEnvi or a third-party, to protect the safety of the public or any person, or to prevent or stop activity we may consider to be, or to pose a risk of being, illegal, fraudulent, unethical or legally actionable activity. We may also use Device Identifiers to identify Clients; and
- For the purposes disclosed at the time you provide your information, with your consent, and as further described in this Privacy Policy.

Unless you request that we delete certain information (see Changing Your Information or Closing Your Account below), we retain the information we collect for at least 5 years and may retain the information for as long as needed for our business and legal purposes.

4. RESTRICTIONS ON YOUR USE OF INFORMATION COLLECTED

- In the event that you are one of our marketing partners, affiliates, analytics, consultants, and/or service providers, or if you are a Client that has received, collected, and/or derived any Personal Information, Non-Identifying Information (including without limitation Hashed Information) and/or Confidential Information (hereinafter collectively referred to as the "Restricted Information") of iEnvi itself, or of another Client, you are hereby restricted from using, sharing, referencing, reproducing, duplicating, selling, reselling, disclosing, and/or exploiting any of such Restricted Information to any party or third-party, in any manner whatsoever, for any purpose other than provision of the Services to a Client within the T&Cs, that has not explicitly been approved by iEnvi in writing.
- Without prejudice to any rights and remedies available to iEnvi in equity and in law, iEnvi may also terminate its relationship with you immediately for any unauthorised use of the Restricted Information, and you agree to fully indemnify and hold harmless iEnvi, its directors, employees, officers, agents, and representatives (hereinafter collectively the "Indemnified Parties") against all costs, expenses, claims, damages, fees, and losses suffered by the Indemnified Parties as a result of any claim, proceedings, suits, and/or demands, arising out of or in connection with your unauthorised use of the Restricted Information.
- **Please note that in the event of any dispute regarding whether a particular instance of use of the Restricted Information was authorised, iEnvi shall have sole discretion in determining what is authorised use of any Restricted Information.**
- For the purposes of abundant clarity, information regarding your relationship with iEnvi (e.g. that you are the Client and iEnvi is your Service provider, or what the financial terms of your relationship with iEnvi are, etc.) shall be deemed as Confidential Information for the purposes of this Privacy Policy.

5. INFORMATION SHARING AND DISCLOSURE

We may share aggregated Non-Identifying Information and we may otherwise disclose Non-Identifying Information (including, without limitation, Hashed Information) to third parties. We do not share your Personal Information with third-parties for those third-parties' marketing purposes unless we first provide you with the opportunity to opt-in to or opt-out of such sharing. We may also share the information we have collected about you, including Personal Information, as disclosed at the time you provide your information, with your consent, as otherwise described in this Privacy Policy, or in the following circumstances:

- **Service Providers:** We may employ third-party companies and individuals to facilitate our Service, to provide the Services on our behalf, to perform Service and iEnvi Site-related services (e.g., without limitation, maintenance services, database management, web analytics and online advertising, payment processing, fraud detection and improvement of iEnvi's features) or to assist us in analysing how our Services and/or iEnvi Site are used. These third-parties may have access to your Personal Information in order to perform these tasks on our behalf.

- **What Happens If You Agree to Receive Information From Third-Parties or Request That We Share Your Information:** You may be presented with an opportunity to receive information and/or marketing offers from one or more third-parties. If you agree at that time to have your Personal Information shared, your Personal Information will be disclosed to that third-party (or parties) and will be subject to the privacy policy and practices of that third-party. We are not responsible for the privacy policies and practices of third-parties, and, if you later decide that you no longer want to receive communications from a third-party, you will need to contact that third-party directly. You also may request that we share information about you with a third party and we will typically do so under those circumstances.
- **Legal and Investigative Purposes:** iEnvi will share information with government agencies as required by law. We cooperate with government and law enforcement officials and private parties to enforce and comply with the law. We will disclose information about you to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate to respond to claims and legal process (including but not limited to subpoenas), at the request of governmental authorities or other third-parties conducting an investigation, to protect the property and rights of iEnvi or a third-party, to protect the safety of the public or any person, or to prevent or stop activity we may consider to be, or to pose a risk of being, illegal, fraudulent, unethical or legally actionable activity. We may also use Device Identifiers to identify Clients, and may do so in cooperation with third-parties at our discretion.
- **Internal and Business Transfers:** iEnvi may share information, including Personal Information, with its parent company, subsidiaries, and affiliates, primarily for business and operational purposes. We may sell, transfer or otherwise share some or all of our assets, including your Personal Information, in connection with a merger, acquisition, reorganisation or sale of assets (including, in each case, as part of the due-diligence process with any potential acquiring entity) or in the event of bankruptcy. You will be notified via email and/or a prominent notice on our website of any change in ownership or uses of your personal information, as well as any choices you may have regarding your personal information.
- **Sweepstakes, Contests and Promotions:** We may offer sweepstakes, contests, and other promotions (any, a "Promotion") that may require registration. By participating in a Promotion, you are agreeing to the official rules that govern that Promotion, which may contain specific requirements of you, including, except where prohibited by law, allowing the sponsor(s) of the Promotion to use your name, voice, likeness or other indicia of persona in advertising or marketing associated with the Promotion. If you choose to enter a Promotion, your Personal Information may be disclosed to third-parties or the public in connection with the administration of such Promotion, including, without limitation, in connection with winner selection, prize fulfillment, and as required by law or permitted by the Promotion's official rules, such as on a winner's list.

6. THIRD PARTY ANALYTICS PROVIDERS, AD SERVERS AND SIMILAR THIRD-PARTIES

iEnvi works with (or may in the future work with) network advertisers, ad agencies, analytics service providers, consultants, and other vendors to provide us with information regarding traffic on the iEnvi Site, including pages viewed and the actions taken when visiting the iEnvi Site; to serve our advertisements on other web sites, within mobile apps and elsewhere online; and to provide us with information regarding the use of the iEnvi Site and the effectiveness of our advertisements. Our service providers may collect certain information about your visits to and activity on the iEnvi Site as well as other websites or services, they may set and access their own tracking technologies on your device (including cookies and web beacons), and may use that information to show you targeted advertisements. Some of these parties may collect Personal Information when you visit the iEnvi Site or other online websites and services. We may also share certain Non-Identifying Information with these parties, including Hashed Information, in connection with the services they provide to us.

7. YOUR CHOICES AND OPTING OUT

Clients may update their choices regarding the types of communications you receive from us through emails. You also may opt-out of receiving marketing emails from us by following the opt-out instructions provided in those emails. Please note that we reserve the right to send you certain communications relating to your use of the Services and/or the iEnvi Site (for example, administrative and service announcements) via email and other means and these transactional account messages may be unaffected if you opt-out from receiving marketing communications. Clients may, with permission, receive push notifications. Similarly, registered Clients who access the iEnvi Site by using certain desktop browsers may, with permission, receive push notifications. Notification preferences can be modified in the settings menu for the mobile application or the applicable browser.

8. CHANGING YOUR INFORMATION OR TERMINATING YOUR RELATIONSHIP WITH IENVI

You are responsible for maintaining the accuracy of the information you submit to us, such as your contact information, and you must update any changes through written notice to iEnvi at privacy@ienvi.com.au. If you request to access all personal information you've submitted, we will respond to your request to access within 30 days. If you completely delete all such information, then your relationship with iEnvi and the Agreement may be terminated. If your Agreement is terminated you will no longer be able to use the Services or the iEnvi Site. Your Personal Information may remain in our archives and information you update or delete, or information within a terminated Agreement, may persist internally or for our administrative purposes. It is not always possible to completely remove or delete information from our databases. Bear in mind that neither you nor iEnvi can delete all copies of information that has been previously shared with others on the iEnvi Site or through the Services.

9. SECURITY

iEnvi takes commercially reasonable steps to help protect and secure the information it collects and stores about iEnvi Users. All access to the iEnvi Site is encrypted using industry-standard transport layer security technology (TLS). When you enter sensitive information (such as tax identification number), we encrypt the transmission of that information using secure socket layer technology (SSL). We also use HTTP strict transport security to add an additional layer of protection for our iEnvi Users. But remember that no method of transmission over the Internet, or method of electronic storage, is 100% secure. Thus, while we strive to protect your personal data, iEnvi cannot ensure and does not warrant the security of any information you transmit to us.

10. INTERNATIONAL TRANSFER OF PERSONAL INFORMATION

iEnvi is a Australian owned business. If you are located outside of Australia and choose to provide information to us, iEnvi transfers Personal Information to Australia for processing. Australia may not have the same data protection laws as the country in which you initially provided the information. When we transfer your information to Australia, we will protect it as described in this Privacy Policy. By visiting the Service, or providing iEnvi with any information, you fully understand and unambiguously consent to this transfer, processing and storage of your information in Australia.

11. LINKS TO OTHER SITES

Our iEnvi Site contains links to other websites. If you choose to click on a third-party link, you will be directed to that third party's website. The fact that we link to a website is not an endorsement, authorisation or representation of our affiliation with that third-party, nor is it an endorsement of their privacy or information security policies or practices. We do not exercise control over third-party websites. These other websites may place their own cookies or other files on your computer, collect data or solicit Personal Information from you. We encourage you to read the privacy policies or statements of the other websites you visit.

12. PHISHING

Phishing websites imitate legitimate websites in order to obtain personal or financial information. Identity theft and the practice currently known as “phishing” are of great concern to iEnvi. If you believe you have received an email or had a similar interaction with a third-party pretending to be iEnvi, please report it at privacy@ienvi.com.au.

13. CONTACTING US

If you have any questions about this Privacy Policy, please contact us at privacy@ienvi.com.au.