



PRIVACY POLICY

This Privacy Policy sets out the commitment Nucleusly Pty Ltd (ABN 16 628 287 721) ("Nucleusly", "we", "us") to protecting the privacy of personal information we collect about you, including through this website, www.nucleusly.com, as well as through our other business operations or directly from you.

Please read this Privacy Policy carefully and contact us using the details set out below if you have any questions.

By providing us with personal information, you indicate that you have had sufficient opportunity to access this Privacy Policy and that you have read and accepted it and consent to the collection, use, holding and disclosure of your personal information as outlined.

If you don't want to provide personal information to us, then you don't have to, however this may affect your use of this website.

1. Types of personal information we collect

Personal information is defined by the Privacy Act as *'information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.'*

The types of personal information we collect may include:

Name

Address(es)

Telephone number

Email address(es)

Other contact details

2. How we collect personal information

We collect this information from you when you make an enquiry with us (for example, by telephone or email), purchase a product from us, sign up for a service via our website or submit a contact enquiry on our website, etc.

We are committed to using lawful and fair means to collect personal information and collecting it from others only when it is unreasonable or impracticable to obtain certain information from you directly. We collect personal information about you from:

- You
- Searches and enquiries
- Your use of our website

Third parties may also use cookies, web beacons and similar technology to collect or receive information from our website or from you and from elsewhere on the internet and use that information to provide measurement services and targeted advertising (such as the Facebook pixel, Google Analytics and AdWords). If we receive your personal information from third parties, we will protect it as set out in this Privacy Policy.

We will destroy or de-identify information where we form the opinion that the information has been provided to us unlawfully or unfairly.

3. Why we collect, hold, use and disclose personal information

We collect, hold, use and disclose your personal information as is reasonably necessary for us to perform our core functions and activities, including for the following purposes:

- to contact and communicate with you
- to provide **goods and/or** services to you
- to maintain a database **of customers, subscribers or similar**
- to market to you and others, including remarketing (this may involve the use of a Facebook pixel or similar technology to allow us to display our advertising to you elsewhere on the internet, for example, on Google or Facebook)
- for internal record keeping
- for statistical purposes
- as required by law

Where we disclose your personal information to third parties for these purposes, we will request that the third party follow this Privacy Policy regarding handling of your personal information.

4. Use of cookies

As you probably know, a cookie is a small text file that's placed on your computer to help us remember your preferences, like your login information or location. Cookies are used for a variety of reasons. We use cookies to make it easier and faster for you to use our website. We also use cookies for security purposes to protect you online. We

and our third-party vendors may also use cookies to display advertisements to you elsewhere on the internet.

5. Links to other sites

To help you find more information, we sometimes include links to other helpful websites from our website. Please note that this Privacy Policy only applies to information that we collect on our website (not any other site). As we aren't responsible for data collection on those other sites, our Privacy Policy won't apply. We can't guarantee any of the privacy practices of other websites, so please be safe and make sure you read their privacy policy before giving them your personal information.

6. How you can access and correct your personal information

Access: You can request details of personal information that we hold about you in certain circumstances set out in the *Privacy Act 1988* (Cth) (the Act). We may refuse to provide you with information that we hold about you in certain circumstances set out in the Act. Otherwise, we will endeavour to provide access to the information if it's reasonable and practicable to do so. In most cases we'll do this free of charge, but if your request requires significant effort or expense on our part, we might ask you to compensate us for that.

Correction: If you believe that any information we hold about you is inaccurate, out of date, incomplete, irrelevant or misleading, please contact us using the details set out below. We rely in part on you advising us when your personal information changes. We will endeavour to promptly correct any information found to be inaccurate, incomplete or out of date and to notify you of the correction, unless it is impracticable or unlawful to do so.

Deletion: If you want us to delete personal information we hold about you or to not collect information from you for a specific purpose, such as targeted advertising, please contact us using the details set out below. Please note that if we agree to delete your information, because of backups and records of deletions, it may be impossible to completely delete your information without retaining some residual information. We will functionally delete the information and we will not sell, transfer, or use personal information relating to you in any way moving forward.

We will respond to any request to access, correct or delete information within a reasonable time.

7. How we maintain the security of your information

We are committed to ensuring that the personal information we hold is secure and protected from misuse, interference, loss and unauthorised access, modification or

disclosure. We undertake the following precautions to protect personal information we hold:

our website contains pages encrypted with SSL (Secure Sockets Layer) to ensure the safety of any data that is submitted through use of this website

we limit access to personal information to a “need-to-know” basis

we protect devices we use to collect, hold, use and disclose personal information with industry-standard anti-virus software

data is securely stored on cloud servers

all hard copies of personal information are kept in secure storage with access by authorised personnel only

if we no longer need personal information, we take reasonable steps to delete or de-identify the information

While we take commercially reasonable measures to maintain a secure website and business, electronic communications and databases are subject to errors, tampering and break-ins, and we cannot guarantee or warrant that such events will not take place and we will not be liable to you for any such occurrences.

8. How you can make a complaint about privacy breach

If you believe that we have breached this Privacy Policy and want to make a complaint about that breach, please contact us using the details set out below. If you are unsatisfied with our response, the Office of the Australian Information Commissioner may be able to assist you with a review of our decision. Contact the OAIC for more information.

9. How you can unsubscribe or opt out

We like to keep **our customers and website visitors up to date**, so from time to time we'll send you newsletters, invitations and updates. Not to worry: our emails will always come with an "Unsubscribe" button, so you can opt out at any time. To unsubscribe from our email database, or opt out of communications, use the “Unsubscribe” button in our communication or contact us using the details set out below.

You can block the use of cookies by selecting the appropriate settings on your browser. You can opt out of third party vendor cookies by visiting your Google's Ad settings or http://www.networkadvertising.org/managing/opt_out.asp. Please note that the website may not work as well for you if you disable cookies.

You can also opt out of information collecting for advertising targeting by visiting www.aboutads.info/choices.

10. Changes to this policy

If we decide to change our Privacy Policy, we'll let you know by posting such changes on our website.

11. Contact details

For any questions or notice, please contact us using these details:

contactus@nucleusly.com

This Privacy Policy was last updated: 12/2018

WEBSITE TERMS OF USE AND DISCLAIMER

Welcome to our website. This website (located at www.nucleusly.com) is owned and operated by Nucleusly Pty Ltd (ABN 16 628 287 721) (“Nucleusly”, “we”, “us”). Should you continue to use this website, you are agreeing to comply with and be bound by the following terms and conditions of use and disclaimer which, together with our Privacy Policy, govern our relationship with you in connection with this website. Should you not agree with any of these terms and conditions, please do not use our website.

Please note that further terms and conditions govern the purchase of any goods/services described on our website. Please refer to our Terms and Conditions.

Your use of this website is subject to the following terms and conditions:

1. Use of our website

The content of this website is for your general information and use only and is subject to change without prior notice.

You can only ever use our website for lawful purposes (such as researching our goods and services or contacting us) in a manner consistent with the nature and purpose of the website, and in a way that doesn't impact on anyone else's use and enjoyment of the website. We have a zero-tolerance policy for users who conduct themselves unlawfully or encourage such conduct, who post any defamatory, obscene, offensive or scandalous material, harass or cause distress or inconvenience to any person, or disrupt the website. We reserve the right to ban any users who engage in such behaviour.

You're not permitted to change, add to, remove, deface, hack or otherwise interfere with our website or any material or content displayed on the website, or attempt to do any of those things.

Unauthorised use of this website may be a criminal offence and/or give rise to a claim for damages.

This website is not intended for access by European citizens. If you are a citizen of the EU, we ask that you please do not use our website.

2. Intellectual property

This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the content, design, layout, appearance, look, graphics, text, logos, button icons, video images, audio clips, code, scripts, design elements and

interactive features of the website, and is protected by copyright under the laws of Australia and through international treaties.

Unless we say otherwise, all rights (including copyright) in the website and are owned or controlled by us and are reserved by us.

Any reproduction of the website or website content is prohibited other than in accordance with these terms.

All designs, trade marks, service marks and trade names are owned, registered and/or licensed by us, save for any trademarks reproduced on this website which are not the property of or licensed to us, which are acknowledged on the website.

As a user of our website, we grant you a worldwide, non-exclusive, royalty-free, revocable license to use our website in accordance with these terms, to copy and store the website and its content in your device's cache memory and to print pages from the website for your own personal and non-commercial use.

Except as outlined above, we don't grant you any other rights whatsoever in relation to the website- all other rights are expressly retained and reserved by us and nothing you do on or in relation to the website will transfer any intellectual property or associated rights.

If you would like to share our website or social media content that's freely available for re-use or is in the public domain, you are permitted to do so, as long as you attribute same to us and link back to our website. If you'd like to share, re-publish or otherwise use our website or content in a way that you aren't expressly authorised to do by these terms, please don't hesitate to get in touch with us.

3. Submissions

We'll sometimes ask our users to contribute content to our website or social media. Please note before you do so that any material you send to us (including any data, questions, comments, suggestions, ideas, designs, images, videos, audio, marks or other information) will be deemed to be non-confidential and non-proprietary, unless you tell us otherwise. You authorise us to use it for any purpose, without compensation to you.

We maintain a blog on our website to keep you up to date with the latest in Mental Health. As a website user, we may give you the opportunity to comment on our blog posts. Please note that we do not regularly screen and review blog comments. We reserve the right to remove comments that we consider may not align with our brand values. You are expressly prohibited from posting any comment or content that is defamatory, offensive or otherwise inappropriate. You warrant that all information that

you submit to us via our website is true and correct, to the best of your knowledge and information, and that you are the rightful owner of all intellectual property rights in such information.

We may also feature guest bloggers from time to time. We want you to know that we don't necessarily endorse or support any views, opinions, standards or information expressed in guest blogs and/or the comments section of our blog.

If you find something offensive or inappropriate, please don't hesitate to get in touch with us and we'll review the material to see whether it should be removed.

4. Privacy

We take your privacy seriously. All information we collect through your use of the website and how we use and disclose it is set out in our Privacy Policy, which is available on our website.

5. Links to our website

If you would like to link to our website, please get in touch with us with your URL, a brief description of your website and why you want to establish a link. Please note that if we allow you to link to our website, we may impose certain terms or conditions.

If the nature or content of your website changes in any significant way after the authorised link is established, you must let us know and provide us with a new description of your website. If the change means that your website is no longer a good fit with ours, we may ask you to remove the link. Refusal will constitute a breach of these terms.

6. Links from our website to other websites

We may also, on occasion, include links to other websites which are not controlled by us. These links are provided for your convenience to provide you with further information. You acknowledge that they are used at your own risk. Please note that we include these links for your convenience, however we don't necessarily endorse or support the views, opinions, standards or information expressed on them. We have no control over the nature, content and availability of those websites. For your own safety, please make sure you check the protocols and standards of the linked sites before using them.

7. Our use of cookies

We use cookies to monitor browsing preferences and to help us improve, promote, and protect our website and services. By continuing to use the website, you agree to

our cookie policy. You can find out more information about our cookie policy in our Privacy Policy, which is available on our website.

8. Security

We use our best endeavours to ensure the website is free of any malware, bugs, viruses, trojan horses, ransomware or other harmful code or communications which may be transmitted to or through the website, including links to other sites.

9. Disclaimer and indemnity

Nothing in these terms limits or excludes any rights, guarantees, warranties, representations or conditions that you are entitled to by law that can't be limited or excluded, including under the Australian Consumer Law, which forms Schedule 2 to the *Competition and Consumer Act 2010* (Cth) (**ACL**).

Apart from that, to the extent permitted by law, we exclude all terms, guarantees, warranties, representations or conditions as to the performance, accuracy, timeliness, completeness or suitability of the information and materials found or offered on this website for any purpose which are not expressly stated in these terms. You hereby acknowledge that such information and materials may contain mistakes, inaccuracies or errors and we expressly exclude any liability for such to the fullest extent permissible by law.

We will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable consumer guarantee to which you are entitled under the ACL), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the website or these terms (including as a result of not being able to use the website), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise. If we can't exclude liability but we can limit it, we limit it to the maximum extent permitted under section 64A of the ACL.

We make the website available to you, however you use it at entirely your own risk, for which we will not be liable. Everything on the website is provided "as is" and "as available" – we don't make any representations or warranties of any kind – and we exclude all liability for loss or damage you might suffer because of:

- failures, errors, mistakes, inaccuracies, interruptions, defects, delays, viruses, lost, stolen, altered or misused data, unlawful third party conduct arising out of the website;
- unsuitable or out of date information on the website (including third party material and advertisements on the website);

- you or any other person acting or not acting, on any information;
- personal injury or property damage of any nature resulting from your or any other person's access to or use of the website;
- any unauthorised access to or use of information or data, including personal and financial information, collected by us;
- any interruption of transmission to or from the website;
- any unauthorised access to or use of information or data, including personal and financial information, collected by us;
- any malware (bugs, viruses, trojan horses, ransomware or other harmful code or communications) which may be transmitted to or through the website, including links to other sites;
- costs incurred by you in using the website; and
- links which are provided for your convenience.

It is your own responsibility to ensure that any services or information available through this website meet your specific requirements.

You indemnify us from and against all claims, suits, demands, actions, liabilities, costs and expenses (including legal costs and expenses on a full indemnity basis) resulting from your use of the website.

10. Changes to terms

If we decide to change these terms (and we can do so at any time), we'll post a copy of our revised terms on our website. Changes to the terms will take effect immediately on being published on the website. Your continued use of the website indicates your acceptance of the revised terms.

11. Severance

If any part of these terms is found to be void or unenforceable by a Court of competent jurisdiction, that part will be severed and the rest of the terms will remain in force.

12. No affiliation

Our website is not a part of the Facebook website, Facebook Inc, YouTube, Instagram, Snapchat, Twitter or Google, nor is it endorsed by or affiliated with any of those websites or their owners in any way.

13. Termination

The agreement between us constituted by your use of the website may be terminated at any time by us without notice, in which case all disclaimers and limitations of liability

will survive termination, however, you will no longer be authorised to access the website.

14. Jurisdiction

As we are based in Victoria, these terms will be governed by the laws of that state. In the event of any dispute, we ask that you first contact us, and we'll do our best to resolve the dispute to our mutual satisfaction quickly, cheaply and efficiently. If we do end up in court, you agree that the exclusive venue for resolving any dispute will be in the courts of Victoria and courts of appeal from them.

This document was last updated: 12/2018