#### INVISIBLE COMMUNICATIONS PTY LTD

ACN: 145 086 362 ABN: 46 145 086 362 trading as IMPULSE Wireless trading as Invisible Communications

## PRIVACY POLICY

Rev 20, 8 January 2018

In this document:

"The Company" refers to Invisible Communications Pty Ltd, ACN 145 086 362, ABN 46 145 086 362, its employees, agents, servants, subsidiaries, or associated entities.

"Customer" refers to the person or corporation that has requested the services of the Company, and is being (or may be) provided with goods and/or services by the Company, whether paid on invoice, plan, lease or on a cost free trial. Please note that additional terms may apply to free trials, which will be issued and approved at the time.

#### 1. **GENERAL**

- 1.1 Invisible Communications Pty Ltd respects your privacy. No personal, business or private information will be shared with any third party for any reason other than as required by Australian Law or as described in this section.
- 1.2 Personal and business information may be shared with our subcontractors, agents or partners for the purpose of us providing specific services that have been requested by you. An example of this would be giving your address, contact and job details for installations.
- 1.3 In the case where credit card details are kept for the purposes of automatic recurring payments, these are stored securely in our system in accordance with legislated requirements and industry standards for their security. You will be informed when your credit card or bank account details have been saved for automated payments, and may request for your information to be viewed, updated or destroyed at any time.
- 1.4 In the case where one-off credit card payments are made, the credit card details are destroyed once the payment has been processed.
- 1.5 The Customer agrees for the Company to obtain from a credit reporting agency a credit report containing personal and/or business credit information about the Customer in relation to credit provided by the Company, its agents, subcontractors or partners.
- 1.6 The Customer agrees that the Company may exchange information about the Customer with credit providers for the following purposes:
  - 1.6.1 to assess an application by the Customer;
  - 1.6.2 to notify other credit providers of a default by the Customer;
  - 1.6.3 to exchange information with other credit providers as to the status of the Customer credit account, including where the Customer is in default with other credit providers; and
  - 1.6.4 to assess the credit worthiness of the Customer.
- 1.7 The Customer consents to the Company being given a consumer credit report on commercial credit in accordance with the Privacy Act 1988, or relevant current legislation.
- 1.8 The Customer agrees that personal data provided may be used and retained by the Company for the following purposes and for other purposes as shall be agreed between the Customer and the Company or required by law from time to time:
  - 1.8.1 the provision of Goods and/or Services;
  - 1.8.2 marketing Goods and/or Services by the Company;
  - 1.8.3 analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods and/or Services;
  - 1.8.4 processing of any payment instructions or credit facilities requested by the Customer, and

- 1.8.5 enabling the daily operation of the Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Company's supply of Goods and/or Services.
- 1.9 The Company may give information about the Customer to a credit reporting agency for the following purposes:
  - 1.9.1 to obtain a consumer credit report about the Customer; and/or
  - 1.9.2 allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.

# 2. ELECTRONIC DATA COLLECTED BY OR FOR OUR SMARTPHONE APPLICATIONS

- 2.1 Our smartphone applications use industry standard or better encryption and other security methods to protect data which is transferred by these applications and between devices and our servers.
- 2.2 Any customer information gathered during the operation of our smartphone applications is kept securely by our servers in accordance with this privacy policy, or those of our approved subcontractors, agents or partners who have privacy and security standards meeting or exceeding our own.
- 2.3 The BIND\_DEVICE\_ADMIN permission is required to make use of the external PTT button on certain model Kyocera devices.
- 2.4 The other permissions required by our Android application allow for transfer of information including voice, text and pictures from a device to our servers and to other devices. A user is always in control of this process and our applications do not collect data without a user specifically sending it, except in the case in 2.5 below.
- 2.5 All this information is encrypted at the device and kept securely within the specific customer's communication network in which it originates.
- 2.6 The IMPULSE Wireless Android Application may collect certain information automatically, such as your IMPULSE Wireless contacts, the type of mobile device you use, your mobile device's unique device ID, the IP address of your mobile device, your mobile operating system, the type of mobile Internet browsers you use, and information to assist in registration and use of the Application.

### 3. VALIDITY

3.1 These terms may be altered at any time without notice, however any changes detrimental to a Customer will not be binding until 14 days notice of new terms has been given.