

# **Privacy & Disclaimer**

## **Privacy Policy**

Buildforce Pty Ltd is committed to protecting your personal information in accordance with the Australian Privacy Principles under the Privacy Act 1988 (Cth). We collect, use, and disclose personal information to offer promote, provide, manage, and administer the many services our company is involved in, as set out in our Privacy Policy.

## Your Personal Information

When used in this privacy policy, the term "personal information" has the meaning given to it in the Act. This may include your name, address, telephone number, email address, and profession or occupation.

Personal information about visitors to our sites is collected only when knowingly and voluntarily submitted. For example, we may need to collect such information to provide you with further services or to answer or forward any requests or enquiries. It is our intention that this policy will protect your personal information from being dealt with in any way that is inconsistent with applicable privacy laws in Australia.

#### How We Collect Personal Information

In the course of providing our services, we collect personal information in a variety of ways. For example, information is collected when you: ask to be placed on one of our mailing lists, apply for a job with us, make an enquiry about our services by telephone, letter, fax or email, visit our web site, or become a client or debtor of the company.

## Information provided by you

You provide most of the personal information directly to us and for a specific purpose, by contracting with us, by entering competitions, third party companies such as credit reporting agencies, law enforcement, and government agencies, your representative (lawyer, accountants, financial advisers), your employer, publicly available sources of information, or any other organisation where you have given your consent.

What if we can't collect your personal information?

If you decline to provide us with the personal information described above, it may prevent some or all of the following from happening: We may not be able to provide the requested products or services to you, either to the same standard or at all;

or

We may not be able to provide you with information about products and services that you may request of us;

How we use the Information We Collect

We collect and hold, use, and disclose your personal information for the following: to enable Buildforce to provide products and services to you and to send communications requested by you; to answer enquiries and provide information or advice about existing and new products or services; to provide you with access to protected areas of our website; to conduct business processing functions including providing personal information to our related bodies corporate, contractors, service providers or other third parties; for the administrative, marketing (including direct marketing), planning, product or service development, quality control, survey and research purposes of Buildforce Pty Ltd, and its related bodies, contractors, agents or service providers; to update our records and keep your contact details up to date; to process and respond to any complaint made by you; and to comply with any law, rule, regulation, lawful and binding determination, decision or direction of a regulator, or in co-operation with any governmental authority of any country (or political sub-division of a country).

Your personal information will not be shared, sold, rented, or disclosed other than as described in this Privacy Policy.

Personal information that visitors submit to our sites is used only for the purpose for which it is submitted unless we disclose other uses in this Internet Privacy Policy or at the time of collection. Copies of correspondence sent from the website, that may contain personal information, are stored as archives for record-keeping and back-up purposes only. You should be aware that we and those authorised may use your email address to contact you in the future. We will not sell or pass on your details to third parties.

Disclosure and storage of your information outside Australia.

Buildforce may disclose personal information to third-party suppliers and service providers located overseas where they relate to any of the purposes listed in our privacy policy. We endeavor to ensure that these overseas entities do not breach the privacy obligations to your personal information.

Buildforce may also store your information on encrypted data hosting services which are located in foreign countries including the United Kingdom, E.U Countries, United States of America, New Zealand, Hong Kong, China, India, Indonesia, Singapore, Papua New Guinea;

Use of the Information for a Secondary Purpose

We may sometimes use the personal information we collect for a secondary purpose, that is, for use in a way different from the original reason for collection. We will only do this in the following circumstances:

where you have consented,

where the secondary purpose is directly related to the primary purpose, and you would reasonably expect us to use or disclose the information in such a way, or where we are permitted or required by law, or it is in the interests of public safety to do so.

**Correcting Information** 

You can also request that information about you be corrected or deleted. This is part of our commitment to take all reasonable steps to ensure that the information we hold about you is accurate, complete, and up-to-date.

Contacting us

If you have any questions about this privacy policy, any concerns or a complaint regarding the treatment of your privacy or a possible breach of your privacy, please use the contact link on our website or contact our Privacy Officer using the details set out below.

Should you have a complaint, our Privacy Officer will contact you within a reasonable time frame after receipt of your complaint to discuss your concerns. Our Privacy Officer will outline the options you have and how they may be resolved. It is our aim to resolve all complaints in a timely manner.

Should you have a complaint or query then please contact our Privacy Officer by the following means:

In writing addressed to

**Privacy Officer** 

PO Box 2 Dayboro Qld 4521

Telephone: 07 3289-1256

email: enquiry@buildforce.builders

## **Disclosure Statement**

You should be aware that we may use your email address to contact you in the future. We may share your contact details with third party advertisers who may contact you regarding the marketing of your property unless you explicitly advise us not to do so.

Security

We strive to ensure the security, integrity, and privacy of personal information submitted to our site. Unfortunately, no data transmission over the Internet can be guaranteed to be totally secure.

However, we will endeavor to take all reasonable steps to protect the personal information you may transmit to us or from our online products and services. Once we do receive your transmission, we will also make our best efforts to ensure its security on our systems.

In addition, our employees and the contractors who provide services related to our information systems are obliged to respect the confidentiality of any personal information held by us. However, we will not be held responsible for events arising from unauthorised access to your personal information.

Links to Other Sites

We provide links to websites outside of our website, as well as to third party websites. These linked sites are not under our control, and we cannot accept responsibility for the conduct of companies linked to our website. Before disclosing your personal information on any other website, we advise you to examine the terms and conditions of using that website and its privacy statement.

**Further Privacy Information** 

For more information about privacy issues in Australia and protecting your privacy, visit the Australian Federal Privacy Commissioner's website<a href="http://www.privacy.gov.au/">http://www.privacy.gov.au/</a>>.

Changes to our privacy policy

We may change this privacy policy from time to time. Any updated versions of this privacy policy will be posted on our website. This privacy policy was last updated on 11 March 2014 with regard to the new Privacy Law commencing on 12 March 2014.

## Disclaimer

Please read this legal information carefully. This website and its contents ('Web Site') are owned and operated by Buildforce. The use of this website is governed by the following terms and conditions, as amended from time to time (the 'Terms and Conditions'). These Terms and Conditions apply in favour of and are enforceable by, Buildforce.

By using this website you acknowledge that you have read and understood these Terms and Conditions and agree to be bound by them. If you do not agree with these Terms and Conditions you should immediately cease using the website. The website may be updated from time to time, including these Terms and Conditions. By continuing to use this website after these Terms and Conditions have been updated, you acknowledge that you have read and understood the updated Terms and Conditions and agree to be bound by them.

The material on the website is presented as general information only. It is not intended as legal, financial, or advice and must not be relied on as such. You should make your own inquiries and obtain independent professional advice tailored to your specific circumstances before making any legal, financial, or decisions.

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## Links to Third Party Sites

Buildforce – assumes no responsibility for the condition or content of third-party websites that may be linked to or accessed from the website. Buildforce excludes all liability for any loss, damage, claim, expense, cost (including legal costs) or liability whatsoever arising from or referable to the condition or content of third-party websites that may be linked to or accessed from the website.

#### **Personal Information**

Buildforce may collect, use, and disclose personal information about you obtained by Buildforce from your use of the website.

Buildforce management of this information is governed by the Privacy Statement. Disclaimer and Limitation of Liability The website and its entire contents are provided on an "as is" basis. Buildforce does not warrant the completeness, accuracy, reliability, or availability of the website or its contents. All information is subject to change without notice. Subject to any responsibilities implied by law and that cannot be excluded, Buildforce excludes all liability for any loss, damage, claim, expense, cost (including legal costs) or liability whatsoever arising from or referable to the website whether in contract, tort including negligence, statute or otherwise. Any term, condition, representation or warranty implied into these Terms and Conditions by law or otherwise, and which cannot be excluded, is included in these Terms and Conditions. Liability of any member of Buildforce for a breach of a condition or warranty implied into these Terms and Conditions by law or otherwise, and which cannot be excluded, is limited to the extent possible, at that member's option, to the supplying of the relevant goods or services again or the payment of the cost of having the goods or services supplied again.

## **Changes and Termination**

Buildforce reserves the right to revise the content of, amend links from, or withdraw access to the website at any time without notice or liability to you. Your ability to access the website or to participate in any features of the website, including Best Investor, may be terminated at any time without notice, and without any liability to you. Any limitations on Buildforce liability will survive such termination.

### Miscellaneous

All rights relating to these Terms and Conditions may only be waived by Buildforce in writing. These Terms and Conditions are governed by and construed in accordance with the laws of Queensland, Australia. By using the website you irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Queensland. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a Court of Law, such invalidity or unenforceability will not affect the remaining provisions, which will continue in full force and effect. Buildforce failure to exercise or enforce any rights or any provision of these Terms and Conditions will not constitute a waiver of such right or provision unless acknowledged and agreed to by Buildforce in writing.

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