

PRIVACY POLICY

1. Definitions

- 1.1. Unless specified otherwise, words and phrases beginning with a capital letter in this Privacy Policy have the same meaning provided for such terms in our Terms and Conditions or as set out as follows:

Act means the *Privacy Act 1988* (Cth)

Authorised Persons means any person authorised by you to provide instructions and designated as the primary contact for you.

Information means Personal Information and Sensitive Information; and

Our, We, JGA are references to Jayrose Group Australia Pty Ltd ACN 124 679 714.

Personal Information is a defined term appearing in section 6 of the Privacy Act 1988 (Cth);

Related Entities are defined terms appearing in the *Corporations Act 2001* (Cth).

Relevant State Underwriter means the relevant underwriter for your state which can include Return to Work SA, Workcover QLD, icare NSW and other insurers.

Sensitive Information is a defined term appearing in section 6 of the Privacy Act 1988 (Cth);

Website means the website set out at clause 12.1.

You, Your includes your business or entity for which you are authorised to represent and includes.

2. Purpose

- 2.1. This Privacy Policy is adopted by Jayrose Group Australia Pty Ltd (ACN 124 679 714) and its Related Entities and sets out how the Information we collect about you is handled, stored, disclosed and otherwise dealt with in accordance with our obligations under the Act.
- 2.2. By visiting or using our Website, products or services or contacting us, you acknowledge that you understand and agree to the collection, storage, usage and disclosure of your Information by us in manner described in this Privacy Policy.
- 2.3. We will update this privacy policy when our information handling practices change. Updates will be publicised on Our Website or a copy can be obtained by you making a written request to Us.

3. Scope

- 3.1. This Privacy Policy applies to you as a user of our Website, as a prospective client, client, employee, agent, or a member of the public who we do business with and covers all Information which we collect about you.

4. Collection, Use and Disclosure

What Information is collected

- 4.1. Under the Act, Personal Information is information or an opinion about an identified individual, or an individual who is reasonably identifiable, regardless of whether the information or opinion is true or recorded in a material form. Generally, Personal Information we may collect and hold includes, but is not limited to:
- (a) your business details and those of your Authorised Persons, including your name, ACN, company details, phone number, mailing or street address, mobile telephone number, age or birth date, profession, occupation or job title, email address, and other contact information;
 - (b) copies of identification including driver's licence, passport and other identification documents;
 - (c) details of your employer number, workers compensation policies, current and historical claims, and related information;

- (d) details of companies or other entities whom you are associated with;
 - (e) details of your employees and other parties covered by any workers compensation policies including names, employment status, occupation or job title, period of employment, claims history, remuneration packages, mobile telephone numbers, age or birth date, email address, and other contact information;
 - (f) references provided in support of your workers compensation policies, as well as current and historical claims;
 - (g) financial information including credit card and banking details;
 - (h) information which is relevant to providing you with access to our insurance schemes (if any) such as claims history;
 - (i) Personal Information from your interaction with Our Website and its content, our services and our advertising, including without limitation device identifiers, device type, geo-location information, connection information, statistics on page views, traffic to and from the Website, mobile network information, time, date, referring URL, the type of operating system and browser, ad data, IP address and standard web log data; and
 - (j) any other Information provided by you to us including without limitation through use of the Website or Our services.
- 4.2. Under the Act, Sensitive Information is information or an opinion about an individual's racial or ethnic origin, political opinion or membership, religious beliefs or affiliations, philosophical beliefs, membership of a profession or trade association or trade union, sexual orientation or practices, or criminal record, that is also Personal Information, or health information about an individual or genetic information about an individual that is not otherwise health information or biometric information or templates. We may also collect Sensitive Information. Generally, Sensitive Information we may collect and hold includes, but is not limited to:
- (a) health information about an individual;
 - (b) medical details in medical records from treating medical practitioners or allied health professionals;
- 4.3. You may engage with us anonymously or using a pseudonym in some circumstances, however, if you wish for us to provide you with services, we will need to verify your identity which includes collecting Information about you.

Indirect Collection

- 4.4. We may collect Information from you indirectly from publicly available sources or from third parties such as:
- (a) your authorised representative;
 - (b) WorkSafe Victoria or your Relevant State Underwriter;
 - (c) your WorkSafe or Relevant State Underwriter agent or broker, if applicable;
 - (d) treating medical practitioners;
 - (e) physical therapists;
 - (f) injured employees;
 - (g) rehabilitation providers;
 - (h) investigators;
 - (i) solicitors;
 - (j) your managers and supervisors; and
 - (k) other agencies or authorities where information sharing is permitted.

Why Information is collected

- 4.5. The Information we collect is necessary for us to provide you with our services (and you authorise us to use your Information in this way), which includes:
- (a) to obtain any workers compensation policies, current or historical claims information or other related documentation from any third parties you authorise us to contact;
 - (b) providing you with tailored advice and services;
 - (c) to conduct our business, generate content and provide customer support (including updates and improvements);
 - (d) to provide, administer, market and manage the Website and our services;
 - (e) to communicate with you and respond to your enquiries;
 - (f) to complete payment of our services;
 - (g) to provide you with tax invoices and notify you of expiry or renewal of our services;
 - (h) providing you with information about our business and services including marketing and promotional material;
 - (i) to enforce this Privacy Policy or any other policy;
 - (j) to comply with our legal obligations, a request by a governmental agency or regulatory authority or legally binding court order;
 - (k) to combine or aggregate your Personal Information with information we collect from third parties and use it for the purposes set out in this Privacy Policy;
 - (l) to resolve disputes and to identify, test and resolve problems;
 - (m) complying with our obligations under law;
 - (n) researching, developing, improving and marketing our services.
- 4.6. If we are unable to collect, use and disclose your Personal Information in accordance with this Privacy Policy, we may not be able to effectively deliver our services to you and we may be required to cancel our services.
- 4.7. We use Information for the purposes for which it was given, or for purposes which are directly related to our functions and activities. We do not use Personal Information for any purpose which would not be reasonably obvious or expected, unless such use is consistent with the Act.

How Information is collected

- 4.8. We usually collect information directly from you, WorkSafe Victoria or your Relevant State Underwriter or WorkSafe Victoria/ Relevant State Underwriter agent or broker, medical or allied health professionals or the employee. You may provide those details when you make an enquiry with us by phone or email, when you complete an application form, when you interact with our social media pages or when you engage us to do work for you or provide you with our services. We also collect Information when you contract with us.
- 4.9. Some forms on our Website are facilitated by third party service providers.
- 4.10. We collect information whenever you visit and/or use the Website, in which case we record Information sent to us by your computer, mobile device or other device you are using to access the Website. When you visit our Website, our Internet Service Provider automatically records the following information about you:
- (a) your server address;
 - (b) the Website you visited immediately prior to ours;

- (c) your domain name;
 - (d) date and time of your visit to our Website;
 - (e) pages you accessed and the information or documents you downloaded;
 - (f) type of browser you used; and
 - (g) any other information we request our Internet Service Provider to record from time to time.
- 4.11. We also rely on public registers and may exchange information with other entities with whom we interact when providing you with our services including lawyers and financial advisers.
- 4.12. If we receive Information that we do not require or which is not directly related to our functions, we may destroy or de-identify that Information.
- 4.13. In some circumstances, Personal Information and Sensitive Information is provided to us by third parties or other organisations conducting activities on your behalf or on behalf of an employee. With your expressed or implied consent, your Personal Information and Sensitive Information may be used and disclosed to us this way.

How we hold Information

- 4.14. We will take all reasonable steps to ensure that the Information we collect is stored in a secure environment and protected from unauthorised access, modification or disclosure. We hold Information both in hard copy form and electronically at our premises and with various service providers that assist us with Information storage, respectively. Electronic information is also backed up on a secure server administered by Google or another provider nominated by us. To the best of our knowledge, these servers are located in Australia however we make no guarantee that they are in Australia and you consent to your information being stored on foreign based servers.
- 4.15. Information collected on our Website or by other means for the purposes of registering security interests on the Personal Property Securities Register will be shared with our lawyers and with any and held by them in accordance with their privacy policies (if any). We do not accept any liability for third parties and how they collect, hold and disclose Information. You should enquire directly with any such third parties.
- 4.16. If you request information from another organisation through the use of the Website, it is your obligation to check the Privacy Policy of that organisation to confirm how they will handle your Information. We are not responsible for the way in which third parties collect, store, disclose or otherwise handle Information provided to them through the Website.

How Information is secured

- 4.17. We secure Information by restricting access to your Information to the employees, contractors and agents who require that Information in order to provide you with our services. Hard copy files are secured within premises protected by locks and security systems. Information is also protected by secured sockets layers (SSLs), firewalls, user identifiers and passwords.
- 4.18. Despite the above, the transmission and exchange of information is carried out at your own risk. We cannot guarantee the security of any information that you transmit to us, or receive from us. Although we take measures to safeguard against unauthorised disclosures of information, we cannot assure you that Information that we collect will not be disclosed in a manner that is inconsistent with this Privacy Policy.

When Information will be disclosed

- 4.19. We may disclose Information about you to:
- (a) your agent, solicitor, lender, broker, accountant, employer, WorkSafe or other third parties where necessary or desirable to provide you with our services;
 - (b) specific third parties that you have authorised to receive information held by us;
 - (c) our employees, related bodies corporate, contractors or external service providers for the operation of our Website or business, fulfilling requests or responding to enquiries from you or providing products or services to you including, without limitation, web hosting providers, IT systems administrators, mailing houses, couriers, payment processors, data entry service providers,

electronic network administrators, debt collectors, utilities providers, and professional advisors such as accountants, solicitors, business advisors and consultants;

- (d) any relevant authority or enforcement body where we reasonably believe that such disclosure is necessary to bring legal action against anyone who has breached our terms and conditions or have engaged in any unlawful activity;
 - (e) such entities that we propose to merge with or be acquired by; or
 - (f) to any other person where otherwise required or permitted to by any law, including under the Privacy Act.
- 4.20. We will take all reasonable steps to ensure that Information is only disclosed when reasonably necessary or otherwise where permitted under law. We will not share, sell, rent or disclose your Personal Information in ways different from what is disclosed in this Privacy Policy.
- 4.21. Generally, we are unlikely to disclose your information to entities based overseas, however in limited circumstances this may occur (such as if our servers are located overseas) and you consent to that. Such disclosure will comply with the Australian Privacy Principles.

5. Use of Cookies

- 5.1. We (or a third party providing services to us) may use cookies, pixel tags, "flash cookies", or other local storage provided by your browser or associated applications (each a "Cookie" and together "Cookies"). A Cookie is a small file that may be placed on your computer when you visit the Website. Cookies are used on some parts of the Website. Most browsers now recognise when a cookie is offered and permit you to refuse or accept it. If you are not sure whether your browser has this capability, you should check with the software manufacturer, your company's technology help desk or your internet service provider. If Cookies are disabled, we may not be able to provide you with the full range of our services.
- 5.2. Cookies may collect and store your Personal Information. This Privacy Policy applies to Personal Information collected via Cookies. You consent and acknowledge that we collect your Personal Information through Cookies.
- 5.3. Cookies may be used to provide you with the services, including to identify you as a user of the Website, remember your preferences, customise and measure the effectiveness of the Website and our promotions, advertising and marketing, analyse your usage of the Website, and for security purposes.
- 5.4. You also may encounter Cookies used by third parties and placed on certain pages of the Website that we do not control and have not authorised (such as webpages created by another user). We are not responsible nor liable for the use of such Cookies.
- 5.5. The Website may also include links to third party Websites (including links created by users or members) and applications and advertising delivered to the Website by third parties ("**Linked Sites**"). Organisations who operate Linked Sites may collect Personal Information including through the use of Cookies. We are not responsible nor liable for Linked Sites and recommends that you read the privacy policies of such Linked Sites before disclosing your Personal Information. For the avoidance of doubt Linked Sites are not subject to this Privacy Policy.
- 5.6. The Website is hosted by an online service provider which may change from time to time. Our service providers' use of Cookies is not covered by our Privacy Policy.

6. Archiving/Destruction of Information

- 6.1. All Information is retained on file for the period of time required to fulfil our business needs and legal obligations (usually seven (7) years). Where that Information is no longer required, it will be destroyed, deleted or disposed of in a secure manner.

7. Third Parties

- 7.1. We do not make any representations or warranties in relation to any third party links that may be linked to our Website or how they will treat your Information. You should obtain the relevant privacy policies for each third party with which you interact and before providing them with any Information.

8. Access and Correction

- 8.1. In some circumstances, you are entitled to access the Information which we collect from you. You are also entitled to request that we correct any Information about you which you believe is inaccurate, incomplete, irrelevant, misleading, out-of-date or otherwise incorrect.
- 8.2. Any request to access or correct your Information must be made to us in writing, which we will acknowledge in writing within thirty (30) days of the date of receipt. Your request must be accompanied by the Information we require in order to verify your identity.
- 8.3. We may deny your request for Information in certain circumstances. If this occurs, we will provide you with reasons for the denial.
- 8.4. There is no application fee for making a request to access your Personal Information. However, we may charge an administrative fee for the provision of information in certain circumstances such as if you make repeated requests for information or where the information is held by a third party provider.

9. Notifiable Data Breaches

- 9.1. In the event that there is a data breach we will take all reasonable steps to contain the suspected or known breach where possible. We will take immediate steps to limit any further access or distribution where possible.
- 9.2. If we have reasonable grounds to suspect that the data breach is likely to result in serious harm to any individuals involved, then, if (and only if) we are required to do so under the Privacy Act:
 - (a) We will take all reasonable steps to ensure an assessment is completed within 30 days of the breach;
 - (b) If remedial action is successful in making serious harm no longer likely, then no notification or statement will be made;
 - (c) Where we are aware of reasonable grounds to believe serious harm is likely, as soon as practicable, we will provide a statement to each of the individuals whose data was breached or who are at risk. The statement will contain details of the breach and recommendations of the steps each individual should take. We will also provide a copy of the statement to the Office of the Australian Information Commissioner.
- 9.3. We will review the incident and take action to prevent future breaches.

10. Links

- 10.1. Our Website may contain links to other Websites operated by third parties. We make no representations or warranties in relation to the privacy practices of any third party Website and we are not responsible for the privacy policies or the content of any third party Website. Third party Websites are responsible for informing you about their own privacy practices.

11. Complaints

- 11.1. If you have any questions or concerns about this Privacy Policy, or believe that a breach of privacy has occurred, please contact us using the Contact Details section below so that we may investigate such incident.
- 11.2. We use a formal procedure for the investigation and management of privacy breaches. Once a complaint has been received, the Privacy Officer will undertake an investigation in order to determine the nature of the breach and the reason it occurred. If a breach is found to have occurred, the matter will be escalated to management. The Information storage and handling process will then be rectified to prevent any further breaches.
- 11.3. We will contact you in order to inform you of the outcome of any investigation concerning your personal Information and to discuss any concerns you may have and possible resolutions to those concerns.
- 11.4. We will resolve all complaints within a timely and reasonable manner.
- 11.5. We will treat all requests and complaints confidentially.

12. Contact Details

12.1. We welcome your comments and feedback.

Should you have any enquiries, concerns or complaints in relation to this Privacy Policy or our treatment of your Personal Information please contact Us at:

Position	Director, Jayrose Group Australia Pty Ltd
Telephone	1300 785 244
Email	p.ramsdale@jayrosegroupp.com.au
Postal Address	PO Box 8015, Carrum Downs VIC 3201
Website	www.jayrosegroupp.com.au

12.2. We will acknowledge and respond to all genuine enquiries, concerns and complaints in writing within thirty (30) days of the date of receipt.

13. Further Information

13.1. If we do not resolve your enquiry, concern or complaint to your satisfaction or you require further information in relation to any privacy matters, please contact the Office of the Australian Information Commission at:

Telephone	1300 363 992
Email	enquiries@oaic.gov.au
Office Address	Level 3, 175 Pitt Street, Sydney NSW 2000
Postal Address	GPO Box 5288, Sydney NSW 2001
Website	www.oaic.gov.au

14. About this Privacy Policy

14.1. This Privacy Policy is effective as of the date of its publication on the Website.

14.2. We may update this Privacy Policy from time to time and any amendments will apply to information we hold at the time of the update.

14.3. If amended, the updated Privacy Policy will be available from our Website. Please ensure that you check our Website to view the current Privacy Policy or contact us for a copy, as your continued use of the Website indicates your acceptance of our then current Privacy Policy.

We are committed to regularly reviewing this Privacy Policy to ensure it contains accurate information and we may amend this Privacy Policy from time to time without notice to you. You should regularly check our Website for our updated Privacy Policy.