

Website privacy policy

This Privacy Policy applies to all personal information collected by Wilks Air Pty Limited.

1 What is "personal information"?

- (a) The Privacy Act 1988 (Cth) currently defines "personal information" as meaning information or an opinion about an identified individual or an individual who is reasonably identifiable:
 - (i) whether the information or opinion is true or not; and
 - (ii) whether the information or opinion is recorded in a material form or not.
- (b) If information does not disclose your identity or enable your identity to be ascertained, it will in most cases not be classified as "personal information" and will not be subject to this privacy policy.

2 What information do we collect?

The kind of personal information that we collect from you will depend on how you use the website. The personal information which we collect and hold about you may include but is not limited to email addresses, phone numbers and residential addresses.

3 How we collect your personal information

- (a) We may collect personal information from you whenever you input such information into the website.
- (b) We also collect cookies from your computer which enable us to tell when you use the website and also to help customise your website experience. As a general rule, however, it is not possible to identify you personally from our use of cookies.

4 Purpose of collection

- (a) The purpose for which we collect personal information is to provide you with the best service experience possible on the website.
- (b) We customarily disclose personal information only to our service providers who assist us in operating the website. Your personal information may also be exposed from time to time to maintenance and support personnel acting in the normal course of their duties.
- (c) By using our website, you consent to the receipt of direct marketing material. We will only use your personal information for this purpose if we have collected such information direct from you, and if it is material of a type which you would reasonably expect to receive from use. We do not use sensitive personal information in direct marketing activity. Our direct marketing material will include a simple means by which you can request not to receive further communications of this nature.

5 Access and correction

Australian Privacy Principle 12 permits you to obtain access to the personal information we hold about you in certain circumstances, and Australian Privacy Principle 13 allows you to correct

inaccurate personal information subject to certain exceptions. If you would like to obtain such access, please contact us as set out below.

6 Complaint procedure

If you have a complaint concerning the manner in which we maintain the privacy of your personal information, please contact us as set out below. All complaints will be considered by our management team and we may seek further information from you to clarify your concerns. If we agree that your complaint is well founded, we will, in consultation with you, take appropriate steps to rectify the problem. If you remain dissatisfied with the outcome, you may refer the matter to the Office of the Australian Information Commissioner.

7 Overseas transfer

Your personal information will not be disclosed to recipients outside Australia unless you expressly request us to do so. If you request us to transfer your personal information to an overseas recipient, the overseas recipient will not be required to comply with the Australian Privacy Principles and we will not be liable for any mishandling of your information in such circumstances.

8 How to contact us about privacy

If you have any queries, or if you seek access to your personal information, or if you have a complaint about our privacy practices, you can contact us on: j.wilks@connectedeac.com.au

Website terms of use

Wilks Air Pty Limited (**Website Owner**) owns and operates this website. Access to and use of this Website is and the products and services available through this Website (collectively, **Services**) is subject to the following terms, conditions and notices (**Terms of Use**). By using the Services, you are agreeing to all of the Terms of Use, as may be updated by us from time to time. You should check this page regularly to take notice of any changes we may have made to the Terms of Use.

1 Amendments to Terms of Use

Website Owner reserves the right to amend these Terms of Use from time to time. Amendments will be effective immediately upon notification on this Website. Your continued use of the Website following such notification will represent an agreement by you to be bound by the terms and conditions as amended.

2 Website

Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this Website.

3 Linked sites

This Website may contain links to other websites (**Linked Sites**), which are not operated by Website Owner. Website Owner has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the Terms of Use and service contained within each such site.

4 Prohibitions

- (a) You must not misuse this Website. You will not:
 - (i) commit or encourage a criminal offense;
 - (ii) transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene;
 - (iii) hack into any aspect of the Service; corrupt data; cause annoyance to other users;
 - (iv) infringe upon the rights of any other person's proprietary rights;
 - (v) send any unsolicited advertising or promotional material, commonly referred to as "spam"; or
 - (vi) attempt to affect the performance or functionality of any computer facilities of or accessed through this Website.

Breaching this provision would constitute a criminal offense and Website Owner will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

- (b) We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any Linked Sites.

5 Intellectual property, software and content

The intellectual property rights in all software and content (including photographic images) made available to you on or through this Website remain the property of Website Owner or its licensors and are protected by copyright laws and treaties around the world. All such rights are reserved by Website Owner and its licensors. You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise.

6 Disclaimer of liability

- (a) Subject to any non-excludable consumer guarantees and other consumer protection provisions set out in the Australian Consumer Law, the material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy.
- (b) To the fullest extent permitted by law Website Owner hereby expressly excludes all warranties and other terms which might otherwise be implied by statute, common law or the law of equity and must not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites and any materials posted on those sites, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.
- (c) This does not affect Website Owner's liability for death or personal injury arising from its negligence, fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.
- (d) Computer generated images and photography are intended for illustrative purposes only and should be treated as general guidance only.
- (e) The Site plans used on this website are intended for illustrative purposes only and should not be treated as accurate plans of any developments.
- (f) Development names and postal addresses used on the website are used for marketing purposes only. The website owner makes no warranties as to the accuracy of any Development names or postal addresses used.
- (g) Any plans for Drainage, Heating and Electrical used on this website may vary. Dimensions may be subject to change and should only be used for marketing and illustrative purposes.

7 Linking to this website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. This Website must not be framed on any other site, nor may you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.

8 Disclaimer as to ownership of trade marks, images of personalities and third party copyright

Except where expressly stated to the contrary all persons (including their names and images), third party trade marks and content, services and/or locations featured on this Website are in no way associated, linked or affiliated with Website Owner and you should not rely on the existence of such a connection or affiliation. Any trade marks/names featured on this Website are owned by the respective trade mark owners. Where a trade mark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to Website Owner.

9 Indemnity

You agree to indemnify, defend and hold harmless Website Owner, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages or costs (including, but not limited to, legal fees) arising from your use of this Website or your breach of the Terms of Use.

10 Variation

Website Owner must have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services or any page of this Website.

11 Invalidity

If any part of the Terms of Use is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Use will not be affected and all other clauses remain in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause must be interpreted accordingly. Alternatively, you agree that the clause must be rectified and interpreted in such a way that closely resembles the original meaning of the clause/sub-clause as is permitted by law.

12 Complaints

We operate a complaints handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments.