

Privacy Policy

Our Privacy Policy forms part of our Standard Form of Agreement, Master Services Agreement and other agreements that state the Privacy Policy applies. Definitions for the terms used in this Privacy Policy are contained in the Standard Form of Agreement, Master Service Agreement, and other agreements as applicable.

We only collect Personal Information where it is necessary to perform our functions and activities and provide the Services to you. We will only disclose your personal information as set out in this policy.

1. We may, in our discretion, retain and access any data or information concerning your use of the Services.
2. Where we hold information that you lodge with us (for transmission or hosting) we will make back-up copies of your information. However, we do not guarantee successful restoration of your information lodged on our servers in the event of loss of that information (e.g., due to a catastrophic hardware failure). It is your responsibility to ensure that you keep back-up copies of all information that you lodge with us.
3. We will not disclose personal information or any other information or data held by us about you to a third party unless:
 - 3.1. we have reason to suspect that unlawful activity has been, is being or may be engaged in, and we disclose this information as a necessary part of our investigation of the matter or in reporting our concerns to relevant persons or authorities;
 - 3.2. we are required or specifically permitted by or under law to provide this information to an authority or person that is duly authorised to request it;
 - 3.3. a court order compels us to disclose this information to a specified recipient; or
 - 3.4. we are otherwise required or specifically permitted by law to disclose this information (including disclosure permitted under the Privacy Act 1988). Such disclosure includes any disclosure necessary to provide the Services to you (e.g., disclosure to our suppliers).
4. You expressly consent to us:
 - 4.1. using any data or information that you provide to us in connection with provision of the Services:
 - i. to provide you with information about other goods and services offered by us or our related companies, about us and/or about any other topic that we consider would be of interest to you based on the Services we currently provide to you, unless you let us know in writing that you do not wish to receive such information;
 - ii. to contact you about any matter in connection with the Services or the provision of the Services; and
 - iii. for any other purpose related to the provision of the Services (e.g., billing and account management; business planning and product development; to verify your identity); and
 - 4.2. disclosing any data or information that you provide to us in connection with provision of the Services to:

- i. our suppliers;
 - ii. other service providers, or specialist advisers who provide us with administrative, financial, research or other services; and
 - iii. insurers, credit providers, credit reporting or references agencies or insurance investigators, to the extent it is necessary to enable the Services to be provisioned to you.
5. We will not use or disclose your credit report or any personal information derived from that report unless we are required or specifically permitted to do so under the Privacy Act 1988, Privacy Regulation 2013 and the Privacy (Credit Reporting) Code 2014.
6. You acknowledge that we must cooperate with the lawful requests of members of the police force or any other person duly authorised to investigate breaches of the law, and that we may disclose any information held by us in relation to your Services to such authorities if required to do so.
7. You may by written request to us access to the personal information we hold about you, and we will grant you access unless we are required or permitted to refuse such a request. We may charge a reasonable fee for such access in accordance with the Privacy Act 1988. You may request ask that personal information we hold about you be corrected if you consider it is not accurate.
8. We draw your attention to the ACIF Calling Number Display Code of Practice, which can be accessed at <https://www.acma.gov.au/theACMA/calling-number-display-acif-522-2007>, in particular:
 - 8.1. this code requires carriage service providers to inform their customers on an ongoing basis about Caller Line Identification, Calling Number Display and Calling Name Display (both CND) and how customers can utilise CND Blocking features of their standard telephone service; and
 - 8.2. we receive CLI information in most cases, which means we know the phone number you call us from when you make a modem or ISDN call to connect to the Internet even if you have a silent number or use 'per call blocking'.

We may market to you in any way even after you are no longer our customer, unless you tell us not to by calling us on (03) 4120 2000 or email privacy@smartel.com.au to request we remove your information.