

# JOSCO PRIVACY POLICY & LEGAL DISCLAIMER

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## JOSCO WEBSITE TERMS OF USE AND LEGAL RESTRICTIONS

ATTENTION: PLEASE READ ALL THESE PROVISIONS ("TERMS") CAREFULLY BEFORE USING THIS WEBSITE. USING THIS WEBSITE INDICATES YOUR AGREEMENT AND ACCEPTANCE OF THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE THIS WEBSITE OR DOWNLOAD MATERIALS FROM THIS SITE.

### THE SITE AND ITS USE

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You shall use the Site for lawful purposes only. You shall not post or transmit through the Site any information or material which violates or infringes, in any way, the rights of others, or which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, harassing, or otherwise objectionable. Nor shall you post or transmit through the Site any information or material which encourages conduct that would constitute a criminal offence, give rise to liability or otherwise violate any law or administrative ruling or guidelines, is in violation of these Terms, or which, without Josco's prior written approval, contain advertising or any solicitation with respect to products or services. Any conduct by you that, in Josco's opinion, restricts or inhibits any other user from using or enjoying the Site will not be permitted.

### COPYRIGHT NOTICE

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### DISCLAIMER

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## THIRD-PARTY SITES

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## THIRD PARTY CONTENT

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Under no circumstances will Josco, its suppliers or other third parties mentioned at, or involved in creating, producing, or delivering the Site be liable for any direct, incidental, consequential, indirect, special or punitive damages whatsoever (including without limitation, costs and expenses of any type incurred, lost profits, lost data or programs, and business interruption) arising out of your access to, use, inability to use or the results of use of the site, any web sites linked to the Site, or any Materials contained at any or all such Sites (including but not limited to those caused by or resulting from a failure of performance; error; omission; linking to other web sites; interruption; deletion; defect; delay in operation or transmission; computer virus; communication line failure; or destruction, unauthorized access to, alteration of, or use of any computer or system), whether based on warranty, contract, tort, negligence, strict liability, or any other legal theory and whether or not Josco was advised of the possibility of such damages.

Josco shall have no liability or responsibility for any acts, omissions, or conduct of any user or other third party.

Josco's obligations and responsibilities regarding its products and services are governed solely by Josco's terms and conditions of sale or license under which such products and services are sold or licensed. Copies of such terms and conditions are available from the applicable Josco entity.

## INFORMATION PROVIDED BY YOU

Accordingly, Josco does not want you to, and you should not, send any confidential or proprietary information to Josco through the Site unless specifically requested by Josco. Please note that any unsolicited information or material sent to Josco will be deemed not to be confidential or proprietary. By submitting information and material to the Site, you automatically grant to Josco (or warrant that the owner of such information and material has expressly granted to Josco) a royalty-free, perpetual, irrevocable, unrestricted, right and license to use, reproduce, display, perform, modify, adapt, publish, translate, transmit and distribute, or otherwise make available to other such information and material (in whole or in part and for any purpose) worldwide and/or to incorporate it in other works in any form, media, or technology now known or hereafter developed. You also agree that Josco is free to use any ideas, concepts, know-how, or techniques that you send Josco for any purpose.

As further provided above, Josco does not want to receive, and you are deemed to covenant and agree through the use of the Site not to provide, any information or materials to Josco that are defamatory, threatening, obscene, harassing, in violation of any law, governmental requirements or otherwise unlawful, or that incorporate the proprietary information or materials of another person or entity.

You shall not upload, post or otherwise make available on the Site any information and material protected by copyright, trademark or other proprietary right without the express written permission of the owner of such right(s). You shall be solely liable for any damages resulting from any infringement of copyright, proprietary rights, or any other harm resulting from such a submission.

## CHANGES

Josco reserves the right, in its sole discretion, to revise these Terms at any time and correct any errors or omissions in any portion of the Site and Materials. Materials may also be changed, modified, added, or removed and updated without notice at any time; however, Josco is under no obligation to update Materials. Josco may also make changes in the products, services, programs, or prices (if any) described in the Site at any time without notice. Your continued use of the Site after any change Josco makes to the Site will be considered acceptance of those changes. You should revisit these Terms from time to time to review the then-current Terms because they are binding on you.

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## LINKING TO SITE:

Anyone linking to Josco's Site must comply with Josco's guidelines for linking to Josco's Site and all applicable laws.

## INTERNATIONAL USERS

The Site is administered by Josco from its offices in Australia. Materials published at the Site may refer to products, programs, or services that are not available in your country. Consult your local Josco business contact in this regard. Furthermore, Josco makes no representation that the Materials at the Site are appropriate or available for use at other locations outside of Australia and access to them from territories where their contents are illegal is prohibited. You may not use the Site or export information and materials in violation of the export laws of Australia or any other country. If you access the Site from a location outside of Australia, you are responsible for compliance with all applicable laws.

## GOVERNING LAW

These Terms shall be governed by the laws of Australia, without giving effect to any principles of conflicts of law. If any provision of this Agreement and Terms shall be unlawful, void, or for any reason unenforceable then that provision shall be severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

These Terms constitute the entire agreement between Josco and you with respect to your use of the Site. Any cause of action you may have with respect to your use of the Site must be commenced within six (6) months after the claim or cause of action arises.

## PRIVACY

Josco Australia Pty. Ltd. are bound by the Privacy Act 1988 (Cth) (Privacy Act). This Privacy Policy explains how we handle your personal information, and the ways in which you can contact us about the personal information that we hold about you.

### WHAT IS PERSONAL INFORMATION?

"Personal information" is information that identifies you or could reasonably identify you.

This information may include:

- Your name
- Your contact details including mailing address, physical address, delivery address, email address and phone number
- Your purchase history, location and product preferences.

### HOW IS YOUR INFORMATION COLLECTED?

We collect personal information from customers, suppliers (and their employees) and prospective employees. All personal information is collected by lawful and fair means. We generally collect information directly from you, such as when we communicate in person, by telephone, mail or email, when you place an order for our products or services, register, and make an enquiry or provide feedback via our website.

We may collect your information from third parties including from:

- A publicly available source (where it is unreasonable or impracticable to obtain information directly from you), or
- Your employer (if your employer is our supplier).

At times, we may obtain contact details of potential customers from third parties where doing so is permitted by law.

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## WHAT ARE THE PURPOSES OF HANDLING YOUR PERSONAL INFORMATION?

We collect, hold, use and disclose the personal information reasonably necessary for, or related to, one or more of our functions or activities as a provider of our products and services, which include:

- to interact with you
- to process transactions and deliver products and services to you
- to conduct research and quality assurance, including to ensure that our suppliers are compliant with our ethical sourcing policy
- to maintain our business records and otherwise manage our business
- to provide you with information and updates about our goods and services, and any activities or events which may be of interest to you
- for purposes disclosed to you and to which you have consented
- for purposes that you would otherwise reasonably expect, and
- for any other purposes required or permitted by law.

You have the right to refuse to provide us with personal information. However, if you decide to do so, we may be unable to provide you with goods and services you have requested or otherwise interact with you.

## WHO DO WE DISCLOSE YOUR INFORMATION TO?

We will only disclose your personal information for the purposes set out in this Privacy Policy.

We may disclose your personal information to third parties including:

- our manufacturers and suppliers
- our service providers (including IT services, mailing houses, distribution services, recruitment services, debt recovery agents)
- our payment system operators and financial institutions
- our related companies and other business partners
- our professional advisers (including lawyers, accountants and auditors)
- your employees, agents and representatives
- any potential purchasers and their advisers (if a sale or other disposal of our business occurs), and
- government and regulatory authorities, and other parties where required or permitted by law.

In doing so, we may disclose your personal information outside of Australia to the United States of America, Europe and the Asia Pacific Region (including but not limited to China, Indonesia and New Zealand).

We take all reasonable steps to ensure that the organisations to which we disclose your personal information, including those located outside of Australia, are bound by confidentiality and privacy obligations with respect to the protection of your personal information.

## SECURITY OF PERSONAL INFORMATION HELD BY JOSCO

We seek to ensure that your information is stored securely, both in paper-based and electronic files, and otherwise protect it from misuse, interference and loss caused by unauthorised access, modification or disclosure. Our employees and agents are obliged to treat any personal information held by us confidentially.

We maintain various security systems on our premises with respect to our paper-based files, and a secure electronic network system with respect to our electronic files.

When we no longer require your personal information (including when we are no longer required by law to keep records relating to you), we ensure that it is destroyed or de-identified.

## COOKIES

Our website uses "cookies", which are pieces of data that are stored on your hard drive containing details about your use of our website. Use of a cookie does not provide us with information about you that can be used to identify you. Rather, they anonymously track usage of our website, so that we can enhance users' experiences of our website. You may change the settings on your browser to reject cookies, however doing so will prevent you from access the secured pages of our website.

We also use IP addresses to analyse trends, administer our website, track use movements on our website, and gather broad demographic data for aggregate use, which we may share with our partners and advertisers. IP addresses are not linked to any information that could identify you.

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## MARKETING

We may use your personal information, including your contact details, to provide you with news, offers and promotions of our products and businesses that may be of interest to you.

We may also provide your details to other organisations for specific marketing purposes.

You may opt out of receiving all or certain types of marketing information from us at any time. You may do this by contacting us directly on the details provided above, or by following the instructions contained in our marketing communications to “unsubscribe” from any SMS, email or other forms of marketing messages.

## ACCESS TO AND CORRECTION OF PERSONAL INFORMATION

You may request access to the personal information that we hold about you by contacting our Privacy Officer by phoning 1800 445 444, emailing [customerservice@josco.com.au](mailto:customerservice@josco.com.au) or writing to 196 Hammond Road, Dandenong South VIC 3175.

On the rare occasions when we refuse access, we will provide you with a written notice which sets out the reasons for the refusal and provisions of the Privacy Act on which we rely to refuse access. We may recover reasonable costs in relation to a request for access to personal information.

We seek to make sure that the personal information we collect is accurate, up-to-date and complete, and that the personal information we use and disclose is also relevant. We encourage you to contact us by on the details provided above to request that we correct your personal information we hold about you if you believe that any of the information is inaccurate, out-dated, incomplete, irrelevant or misleading. If we do not agree with the corrections, we may refuse to alter your information, and will provide you with a written notice explaining the basis for our refusal.

We will deal with all requests to access or correct personal information promptly.

## QUESTIONS AND COMPLAINTS

If you have any questions, concerns or complaints about the way in which we have handled your personal information, you may contact our Privacy Officer by phoning 1800 445 444, emailing [customerservice@josco.com.au](mailto:customerservice@josco.com.au) or writing to 196 Hammond Road, Dandenong South VIC 3175. We will respond to all complaints as soon as possible.

You may also lodge a complaint with the Office of the Australian Information Commissioner by phoning 1300 363 992 or emailing [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)

## CHANGES TO THE PRIVACY POLICY

We may make changes to this Privacy Policy from time to time, without notice to you. This Privacy Policy was last updated on 21/07/2016.