

GARTLY ADVISORY PTY LTD - Privacy Policy

Gartly Advisory Pty Ltd ABN 31 124 737 917 is committed to providing quality services to you, and this Policy outlines our ongoing obligations to you in respect of how we manage your Personal Information.

We have adopted the Australian Privacy Principles (APPs) contained in the Privacy Act 1988 (Cth) (the Privacy Act). The NPPs govern the way in which we collect, use, disclose, store, secure and dispose of your Personal Information.

A copy of the Australian Privacy Principles may be obtained from the Website of The Office of the Australian Information Commissioner at www.aaic.gov.au

What is Personal Information, and why do we collect it?

Personal Information is regarded as Information or an opinion that identifies an individual. Examples of Personal Information we collect include names, addresses, email addresses, phone and facsimile numbers.

This Personal Information is obtained in many ways including **[interviews, correspondence, by telephone and facsimile, by email, via our Website www.yourbusinessname.com.au, from your Website, from media and publications, from other publicly available sources, from cookies- delete all that aren't applicable]** and from third parties. We don't guarantee website links or Policy of authorised third parties.

We collect your Personal Information for the primary purpose of providing our services to you, providing Information to our clients and marketing. We may also use your Personal Information for secondary purposes closely related to the primary purpose, in circumstances where you would reasonably expect such use or disclosure. You may unsubscribe from our mailing/marketing lists at any time by contacting us in writing.

When we collect Personal Information, we will, where appropriate and where possible, explain to you why we are collecting the Information and how we plan to use it.

Sensitive Information

Sensitive Information is defined in the Privacy Act to include Information or opinion about such things as an individual's racial or ethnic origin, political opinions, membership of a political association, religious or philosophical beliefs, membership of a trade union or other professional body, criminal record or health information.

Sensitive Information will be used by us only:

- For the primary purpose for which it was obtained
- For a secondary purpose that is directly related to the primary purpose
- With your consent; or where required or authorised by law.

Third Parties

Where reasonable and practicable to do so, we will collect your Personal Information only from you. However, in some circumstances, we may be provided with Information by third parties. In such a case, we will take reasonable steps to ensure that you are made aware of the Information provided to us by the third party.

Disclosure of Personal Information

Your Personal Information may be disclosed in several circumstances, including the following:

- Third parties where you consent to the use or disclosure; and
- Where required or authorised by law.

Security of Personal Information

Your Personal Information is stored in a manner that reasonably protects it from misuse and loss and unauthorised access, modification or disclosure.

When your Personal Information is no longer needed for the purpose for which it was obtained, we will take reasonable steps to destroy or permanently de-identify your Personal Information. However, most of the Personal Information is or will be stored in client files which will be kept by us for a minimum of 7 years.

Access to your Personal Information

You may access the Personal Information we hold about you and update and/or correct it, subject to certain exceptions. If you wish to access your Personal Information, please contact us in writing.

Gartly Advisory Pty Ltd will not charge any fee for your access request but may charge an administrative fee for providing a copy of your Personal Information.

To protect your Personal Information, we may require identification from you before releasing the requested Information.

Maintaining the Quality of your Personal Information

It is an important to us that your Personal Information is up to date. We will take reasonable steps to make sure that your Personal Information is accurate, complete and up-to-date. If you find that the Information we have is not up to date or is inaccurate, please advise us as soon as practicable so we can update our records and ensure we can continue to provide quality services to you.

Policy Updates

This Policy may change from time to time and is available on our Website.

Privacy Policy Complaints and Enquiries

We are a small business and are continually evaluating our systems and procedures. We in principal apply the regulations under the Privacy Act 1998 . However we are classified as not having to meet all obligations as small business entity .

We will try and rectify any error caused in the most practical way to a high quality service and confidentiality that our clients expect.

If you have any queries or complaints about our Privacy Policy please contact Geoff Gartly CA at admin@gartlyadvisory.com.au or 95979966

Gartly Advisory Pty Ltd

Chartered Accountants

563 North Road Ormond Vic 3204

Website Terms

For www.gartlyadvisory.com.au

WEBSITE TERMS AND CONDITIONS

Please take the time to read these terms and conditions. By using Our Website and the Services and Information offered on Our Website, you are agreeing to these terms and conditions.

If you purchase products through our Website, there will be additional terms and conditions relating to the purchase. Please make sure you agree with these terms and conditions, which you will be directed to read prior to making your purchase.

Definitions

Services mean Information provided from our Website – Information only

the Website means the Website www.gartlyadvisory.com.au

We means Gartly Advisory Pty Ltd and any subsidiaries, affiliates, employees, officers, agents or assigns.

Accuracy of content

We have taken proper care and precautions to ensure that the Information we provide on this Website is accurate. However, we cannot guarantee, nor do we accept any legal liability arising from or connected to, the accuracy, reliability, currency or completeness of anything contained on this Website or on any linked site.

The Information contained on this Website should not take the place of professional advice.

Use

The Website is made available for your use on your acceptance and compliance with these terms and conditions. By using this Website, you are agreeing to these terms and conditions.

You agree that you will use this Website in accordance with all applicable local, state, national and international laws, rules and regulations.

You agree that you will not use, nor will you allow or authorise any third party to use, the Website for any purpose that is unlawful, defamatory, harassing, abusive, fraudulent or obscene way or in any other inappropriate way or in a way which conflicts with the Website or the Services.

If you contribute to our forum (if any) or make any public comments on this Website which are, in our opinion, unlawful, defamatory, harassing, abusive, fraudulent or obscene or in any other way inappropriate or which conflict with the Website or the Services offered, then we may at our discretion, refuse to publish such comments and/or remove them from the Website.

We reserve the right to refuse or terminate service to anyone at any time without notice or reason.

Passwords and logins

You are responsible for maintaining the confidentiality of your passwords and login details and for all activities carried out under your password and login.

Indemnification for loss or damage

You agree to indemnify Us and hold Us harmless from and against any and all liabilities or expenses arising from or in any way related to your use of this Website or the Services or Information offered on this Website, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and solicitors fees of every kind and nature incurred by you or any third parties through you.

Intellectual property and copyrights

We hold the copyright to the content of this Website, including all uploaded files, layout design, data, graphics, articles, file content, codes, news, tutorials, videos, reviews, forum posts and databases contained on the Website or in connection with the Services. You must not use or replicate our copyright material other than as permitted by law. Specifically, you must not use or replicate our copyright material for

commercial purposes unless expressly agreed to by Us, in which case we may require you to sign a License Agreement.

If you wish to use content, images or other of our intellectual property, you should submit your request to us at the following email address:
admin@gartlyadvisory.com.au

Links to external websites

Our Website at gartlyadvisory.com.au may contain links that direct you outside of this Website. These links are provided for your convenience and are not an express or implied indication that we endorse or approve of the linked Website, its contents or any associated website, product or service. We accept no liability for loss or damage arising out of or connected to your use of these sites.

You may link to our articles or home page. However, you should not provide a link which suggests any association, approval or endorsement on our part in respect to your Website, unless we have expressly agreed in writing. We may withdraw our consent to you linking to our site at any time by notice to you.

Limitation of Liability

We take no responsibility for the accuracy of any of the content or statements contained on this Website or in relation to our Services. Statements made are by way of general comment only, and you should satisfy yourself as to their accuracy. Further, all of our Services are provided without a warranty except for any warranties provided by law. We are not liable for any damages whatsoever, incurred as a result of or relating to the use of the Website or our Services.

Information Collection

Use of Information you have provided us with, or that we have collected and retained relating to your use of the Website and/or our Services is governed by our Privacy Policy. By using this Website and the Services associated with this Website, you are agreeing to the Privacy Policy. Our privacy policy is noted above in this document.

Confidentiality

All personal Information you provide us will be dealt with confidentially in accordance with our Privacy Policy. However, due to circumstances outside of our control, we cannot guarantee that all aspects of your use of this Website will be confidential due to third parties' potential ability to intercept and access such Information.

Governing Law

These terms and conditions are governed by and construed in accordance with the laws of Victoria, Australia. Any disputes concerning this Website are to be resolved by the courts having jurisdiction in Victoria.

We retain the right to bring proceedings against you for breach of these Terms and Conditions, in your country of residence or any other appropriate country or jurisdiction.

Please contact Geoff Gartly 9597 9966 if our terms further.