

Application

Please read these Terms carefully before using the Service.

The Service is made available to you subject to these Terms.

By using the Service, you confirm that you have read and understood the Terms, and agree to be bound by them.

Changes in Terms

We reserve the right to amend these Terms by giving you not less than 14 days' notice of the date upon which the amended Terms shall take effect.

You are not required to accept the amended Terms, but if you do not do so, you agree that we may discontinue your use of the Service.

Warranty of Authority

Where the User is a corporation, the person(s) acting on its behalf (and, if more than one person is acting on the corporation's behalf, all such persons jointly and severally) represent and warrant that they are authorised to: (i) accept these Terms on the corporation's behalf; and (ii) bind the corporation to these Terms.

Where the User is natural person, they represent and warrant that they are: (i) at least 18 years of age; and (b) of majority age under the laws of the jurisdiction in which they are situated.

1. The Service

Creation of accounts

You may be required to register an account with AIRSTREAM to use the Service.

You must provide AIRSTREAM with all details requested to establish an account, including, without limitation, a valid email address and details of the mobile phone, other device, third party site(s) and/or third party service(s) intended to be used by the User to access and/or use the Service.

You represent and warrant that the information you provide us is accurate, complete and current in all respects.

You may not select or use as your username: (i) the name of another person with the intention of impersonating that person; (ii) a name which infringes the Intellectual Property Rights of a third party; or (iii) a name that is otherwise offensive, vulgar or obscene.

AIRSTREAM reserves the right to refuse the registration of, or cancel, a username in its discretion.

You shall not: (i) use another User's account or any other person's registration information for the Service; or (ii) access or use the Service using a mobile phone, other device, third party site or third party service not listed on your account and approved by us.

Your right to use the Service shall continue until it is terminated by you or us.

You may terminate the Service by discontinuing your use of the same.

AIRSTREAM may terminate your use of the Service at any time for any reason.

Your use of the Service shall terminate automatically if: (i) you breach any term of these Terms; (ii) AIRSTREAM publicly posts a written notice of termination on the Service; (iii) AIRSTREAM sends a written notice of termination to you; or (iv) AIRSTREAM ceases providing access to the Service to you.

Access to the Service

AIRSTREAM will use reasonable efforts to ensure that the Service is available twenty-four hours a day, seven days a week.

However, the User acknowledges that the Service may not be free from fault or interruption, and that the Service may be unavailable during scheduled or unscheduled periods for maintenance, upgrades or emergency repairs.

Every reasonable step will be taken by AIRSTREAM to minimise such disruption where it is within AIRSTREAM's reasonable control.

You agree that AIRSTREAM will not be liable to you or any other person for any suspension, modification, discontinuance or lack of availability of the Service whatsoever.

You shall be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access or otherwise use the Service, including, without limitation, mobile phones, modems, hardware, iZone hardware, software, data plans, and long distance or local telephone service.

You shall be responsible for ensuring that such equipment or ancillary services are compatible with the Service.

User acknowledgements and obligations

The Service (and the Content) is protected by copyright and other Intellectual Property Rights.

TERMS OF USE

Current as of 17/02/2018



You acknowledge and agree that AIRSTREAM owns all Intellectual Property Rights in and in relation to the Service (and the Content).

In using the Service, you acknowledge and agree that you, at all times:

- i. will use the Service strictly in accordance with these Terms and only for the purposes of its contemplated functionality;
- ii. will not tamper with or modify, or attempt to tamper with or modify, the Service;
- iii. will ensure that your use of the Service does not in any way infringe any third party's Intellectual Property Rights or other rights;
- iv. will comply with all Applicable Laws and reasonable directions from AIRSTREAM in relation to the Service;
- v. are solely responsible for the User Data;
- vi. will take reasonable precautions to prevent the transfer to the Service of any information, material or data that contains any virus, trojan, worm or other malware that may damage, or interfere with the operation of, the Service;
- vii. will not breach, or attempt to breach, the security of the Service or otherwise interfere with, or attempt to interfere with, the normal operation of the Service;
- viii. will ensure that, except as expressly authorised by (and subject to any conditions prescribed under) any Applicable Law, you do not, in any form or by any means:
 - a. copy, adapt, reproduce, store, distribute, sell, lease, share, transfer, repurpose for sale, sublicense, print, display, perform, broadcast, publish, communicate to the public, make available to the public or create derivative works of the whole, or any part, of the Service (including all trade-marks); or
 - b. seek to disassemble, or reverse engineer, the Service.
- ix. will not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any AIRSTREAM user;
- x. will not violate the security of any computer network, crack passwords or security encryption codes, transfer or store material that is deemed threatening or obscene, or engage in any kind of illegal activity;
- xi. will not run Maillist, Listserv, any form of auto-responder, or spam through the Service;
- xii. will not use the Service in connection with or to promote any products, services, or materials that constitute, promote or are used primarily for the purpose of dealing in: spyware, adware, or other malicious programs or code, counterfeit goods, items subject to Australian embargo, hate materials or materials urging acts of terrorism or violence, goods made from protected animal/plant species, recalled goods, any hacking, surveillance, interception, or descrambling equipment, cigarettes, illegal drugs and paraphernalia, unlicensed sale of prescription drugs and medical devices, pornography, prostitution, body parts and bodily fluids, stolen products and items used for theft, fireworks, explosives, and hazardous materials, government IDs, police items, unlicensed trade or dealing in stocks and securities, gambling items, professional services regulated by state licensing regimes, non-transferable items such as airline tickets or event tickets, non-packaged food items, weapons and accessories;
- xiii. will not in any manner or for any purpose infringe the rights of any person, including but not limited to intellectual property rights, contract rights, rights of privacy, or rights of personality, or act in any manner inconsistent with these Terms or with any terms or conditions or obligations relating to any third party website, app, API or the like; and
- xiv. will not use the Service in connection with life support systems, or other mission critical applications where human life or property may be at stake. You understand that the Service is not designed for such purposes and that its failure in such cases could lead to death, personal injury, or severe property or environmental damage for which AIRSTREAM is not responsible.

What if I see something on the Service that infringes my copyright?

We respect others' Intellectual Property Rights.

Where AIRSTREAM considers any Third Party Data to infringe the User's Intellectual Property Rights, we may delete or disable such infringing Third Party Data and/or terminate the account of the infringing party.

Similarly, where AIRSTREAM considers your User Data to infringe another person's Intellectual Property Rights, we may delete or disable such infringing User Data and/or terminate your account.

Who is responsible for what I see and do on the Service?

You are solely responsible for the User Data.

You represent and warrant to us that the User Data : (i) is accurate and complete in all respects; and (ii) does not infringe the Intellectual Property Rights of any third party.

You agree to indemnify AIRSTREAM from and against any liability, cost, expense, loss or damage suffered or incurred arising out of or in connection with: (i) any breach of the warranties set out in the preceding paragraph; or (ii) the publication or transmission of any User Data on or through the Service.

Third Party Data is the sole responsibility of the person from whom it originates.

We take no responsibility for, and make no representation or warranty concerning, such Third Party Data, including its accuracy, adequacy, currency or content.



To the fullest extent permitted by law, AIRSTREAM: (i) takes no responsibility for the accuracy, adequacy, currency or content of, and makes no representation of any kind and does not assume any duty of care in respect of, any Third Party Data; and (ii) expressly disclaims all liability howsoever arising to any person with respect to any Third Party Data and any consequences arising from any use or reliance on such Third Party Data.

The Service may contain links or connections to third party websites or services that are not owned or controlled by AIRSTREAM.

When you access third party websites or use third party services, you accept that there are risks in doing so, and that AIRSTREAM is not responsible for such risks. We encourage you to be aware when you leave the Service and to read the terms and conditions and privacy policy of each third-party website or service that you visit or utilise.

AIRSTREAM is not liable for any loss or damage you suffer or incur that results from your use of any third party websites or third party services. By using the Service, you release and hold us harmless from any and all liability arising from your use of any third-party website or service.

Your interactions with organizations and/or individuals found on or through the Service, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that AIRSTREAM shall not be responsible or liable for any loss or damage of any sort incurred as a result of any such dealings.

If there is a dispute between participants using the Service, or between users and any third party, you agree that AIRSTREAM is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release AIRSTREAM, its officers, employees, agents, and successors from all claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Service.

Will AIRSTREAM ever change the Service?

We're always trying to improve the Service, so it may change over time.

We may suspend or discontinue the Service or any part of it at any time and for any reason whatsoever, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Service. We'll try to give you notice when we make a material change to the Service that would adversely affect you, but this isn't always practical.

Privacy

AIRSTREAM takes the privacy of its users very seriously.

For the current AIRSTREAM Privacy Policy, please check our website.

User Data

You hereby unconditionally and irrevocably grant AIRSTREAM a perpetual, worldwide, royalty-free, non-exclusive licence to use, reproduce, copy, store, modify, adapt, distribute, publish and create derivative works from, the User Data for the Approved Purpose, provided that where the User Data comprises personal information within the meaning of the *Privacy Act 1988* (Cth) we will only deal with that personal information in accordance with the *Privacy Act 1988* (Cth) and our Privacy Policy.

Support

AIRSTREAM may elect to provide you with support or modifications for the Service (collectively, "Support"), in its sole discretion, and may change, reduce or terminate such Support at any time without notice to you. AIRSTREAM reserves the right to charge fees for Support.

Fees

The User must pay AIRSTREAM all Fees in connection with the Service.

Failure of the User to make payment of all Fees by their due date may cause AIRSTREAM, in its discretion, to discontinue the Service.

AIRSTREAM is entitled to charge the User interest at the Interest Rate on any overdue Fees, which interest will accrue and be recoverable each day or part thereof that those Fees remain outstanding.

Warranty Disclaimer

AIRSTREAM DOES NOT REPRESENT OR WARRANT THAT THE SERVICE IS FREE OF INACCURACIES, ERRORS, BUGS, OR INTERRUPTIONS, OR IS RELIABLE, ACCURATE, COMPLETE, OR OTHERWISE VALID.

TERMS OF USE

Current as of 17/02/2018



THE SERVICE IS PROVIDED TO, AND IS ACCEPTED BY THE USER, "AS IS".

OTHER THAN THOSE TERMS, CONDITIONS AND WARRANTIES IMPOSED AND REQUIRED TO BE BINDING BY STATUTE (INCLUDING THE *COMPETITION AND CONSUMER ACT 2010* (CTH)) WHICH CANNOT LAWFULLY BE EXCLUDED, RESTRICTED OR MODIFIED (EACH, A "STATUTORY TERM"), ALL TERMS, CONDITIONS, WARRANTIES, INDEMNITIES AND STATEMENTS (WHETHER EXPRESS, IMPLIED, WRITTEN, ORAL, COLLATERAL, STATUTORY OR OTHERWISE) WHICH ARE NOT EXPRESSLY SET OUT IN THESE TERMS ARE HEREBY EXCLUDED.

Limitation of Liability

AIRSTREAM'S LIABILITY TO THE USER FOR BREACH OF ANY PROVISION OF THESE TERMS, OR ANY STATUTORY TERM, IN RELATION TO THE SUPPLY OF ANY GOODS TO THE USER SHALL BE LIMITED, AT AIRSTREAM'S OPTION, AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO ANY ONE OR MORE OF THE FOLLOWING:

- I. THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS;
- II. THE REPAIR OF THE GOODS;
- III. THE PAYMENT OF THE COST OF REPLACING THE GOODS OR ACQUIRING EQUIVALENT GOODS;
- IV. THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED.

AIRSTREAM'S LIABILITY TO THE USER FOR BREACH OF ANY PROVISION OF THESE TERMS, OR ANY STATUTORY TERM, IN RELATION TO THE SUPPLY OF ANY SERVICES TO THE USER SHALL BE LIMITED, AT AIRSTREAM'S OPTION, AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO ANY ONE OR MORE OF THE FOLLOWING:

- I. THE SUPPLY OF THE SERVICES AGAIN;
- II. THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN.

AIRSTREAM SHALL HAVE NO LIABILITY TO THE USER FOR OR IN CONNECTION WITH ANY INDIRECT, ECONOMIC, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, LOSS OF ACTUAL OR ANTICIPATED PROFIT OR REVENUE, BUSINESS INTERRUPTION OR SHUTDOWN, LOSS OF PRODUCTION, DELAY COSTS, LOSS OF OPPORTUNITY, INCOME OR RENT, FINANCING OR HOLDING COSTS, ARISING OUT OF OR IN CONNECTION WITH THE ACCESS/OR USE OF THE SERVICE.

NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS:

- I. TO THE EXTENT PERMISSIBLE BY LAW, AIRSTREAM WILL ONLY BE LIABLE TO THE USER WHETHER UNDER CONTRACT, IN TORT (INCLUDING NEGLIGENCE), UNDER STATUTE OR OTHERWISE FOR ANY LOSS, DAMAGE OR INJURY TO THE EXTENT AND IN THE PROPORTION TO WHICH SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY AIRSTREAM'S FAULT; AND
- II. UNLESS AIRSTREAM'S LIABILITY IS LIMITED AS SET OUT IN PARAGRAPH 1 (INCORPORATING SUB-PARAGRAPHS I TO IV) OR PARAGRAPH 2 (INCORPORATING SUB-PARAGRAPHS I AND II) OF THIS "LIMITATION OF LIABILITY" SECTION, AIRSTREAM'S MAXIMUM AGGREGATE LIABILITY TO THE USER ARISING OUT OF OR IN CONNECTION WITH THE ACCESS AND/OR USE OF THE SERVICE, WHETHER UNDER CONTRACT, IN TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE FOR ANY LOSS, DAMAGE OR INJURY (EXCLUDING LOSS OR DAMAGE ARISING FROM ANY FRAUDULENT OR UNLAWFUL CONDUCT ON AIRSTREAM'S PART), SHALL BE LIMITED TO THE FEES PAID BY THE USER TO AIRSTREAM FOR THE USER'S ACCESS AND USE OF THE SERVICE.

Indemnity

To the maximum extent permitted by law, you agree to hold harmless and indemnify AIRSTREAM, and its employees, officers, agents or other partners from and against:

- i. any third party claim arising from or in any way related to your access or use of the Service (including anything you develop using the Service), including any liability, cost, expense, loss or damage (including legal costs and expenses on a solicitor and own client basis) suffered or incurred by us in relation to such claim. AIRSTREAM shall use good faith efforts to provide you with written notice of such claim, suit or action.
- ii. any liability, cost, expense, loss or damage of any kind arising from or in connection with:
 - a. a breach by you of any of these Terms; and
 - b. any negligent act or omission by you.

General Terms

TERMS OF USE

Current as of 17/02/2018



You agree to pay AIRSTREAM'S costs and disbursements incurred in pursuing any recovery action, or any other claim or remedy, against you, including collection costs, debt recovery fees and legal costs on an indemnity basis.

For all purposes of the Terms, you and AIRSTREAM shall be and act independently and not as partner, joint venturer, agent, employee or employer of the other. You shall not have any authority to assume or create any obligation for or on behalf of AIRSTREAM, express or implied, and you shall not attempt to bind AIRSTREAM to any contract.

If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of such documents remain in full force and effect.

You will be responsible for paying (and must indemnify AIRSTREAM against), withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Service, provided that AIRSTREAM may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit.

You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Service account, in any way (by operation of law or otherwise) without AIRSTREAM's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

These Terms are governed by and will be construed under the laws of the State of Western Australia, without regard to the conflicts of laws' provisions thereof. Any dispute arising from or relating to the subject matter of these Terms shall be finally settled in Perth, Western Australia, in English. You agree that in all instances any dispute shall be resolved by arbitration by a commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected by a Western Australian court. Notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in, respectively, Perth Western Australia. **Any arbitration under these Terms (including any against officers, directors, and employees of AIRSTREAM) will take place on an individual basis: class arbitrations and class actions are not permitted. YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THESE TERMS, YOU AND AIRSTREAM ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.**

AIRSTREAM's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Any notice to AIRSTREAM that is required or permitted by these Terms shall be in writing and shall be deemed effective upon receipt, when sent by confirmed e-mail to sales@air-stream.com.au or when delivered by nationally recognized overnight courier or mailed by first class, registered or certified mail, postage prepaid, to AIRSTREAM PTY LTD, 9 Geelong Court, Bibra Lake, Western Australia, 6163, Attention: The Directors.

If two or more parties are included within the same defined term in these Terms:

- I. these Terms have separate operation in relation to each of them; and
- II. a liability or obligation of those persons under these Terms is a joint liability or obligation of all of them and a several liability or obligation of each of them.

Any proposed variation to these Terms by the User must be requested in writing. AIRSTREAM may refuse any such request without providing reasons either orally or in writing.

Definitions

Airstream, us and we means Airstream Components Pty Ltd ACN 146 196 778 and iZone Pty Ltd ACN 606 666 942.

Applicable Laws means any and all statutes, regulations, by-laws, ordinances or subordinate legislation in force from time to time which pertain to the Service.

Application means the iZone Controller application and/or such other web-based or mobile applications we agree to give you access to.

Approved Purpose has the meaning set out in Item 3 of the Schedule.

Content means text, graphics, data, articles, photos, images, illustrations and other content associated with the Service, but excluding User Data and Third Party Data.

Fees means the fees payable to AIRSTREAM for your access to and use of the Service as set out in Item 1 of the Schedule.

Intellectual Property Rights means all intellectual property rights throughout the world, whether present or future, including rights in relation to copyright, trade secrets, know how, trade marks (whether registered or unregistered or whether in word or logo/device form), brand names, designs, patents and patentable inventions, semiconductor or circuit layout rights, including the right to apply for registration of any such rights.

Interest Rate means interest rate set out in Item 2 of the Schedule.



Service means the Website and/or the Application and/or such other features, services or products we agree to give you access to (and includes enhancements or modifications to any aspect of them).

Terms means these Terms of Use (including the Schedule).

Third Party Data means any information, material or data posted, uploaded, shared, stored or otherwise provided through the Service by a third party.

User, you means the person(s) using the Service (and includes the person, firm, corporation, enterprise, corporation or other entity registered to use the Service).

User Data means any information, material or data you post, upload, share, store or otherwise provide through the Service.

Website means izone.com.au and/or air-stream.com.au.

SCHEDULE

ITEM 1:

Fees

The Service is currently free, but we reserve the right to charge for the Service (or any part of it) in the future. We will notify you before the Service you are then using begins carrying a fee, and if you wish to continue using the Service, you must pay all applicable fees for the Service (and do so in accordance with the payment terms specified by us).

ITEM 2:

Interest Rate

2% greater than the prime lending rate then charged by National Australia Bank on overdraft facilities of \$100,000.

ITEM 3:

Approved Purpose (and third party licences)

To enable us to operate the Service, as described in more detail below.

If you store User Data in your own personal AIRSTREAM account, in a manner that is not viewable by any other user except you (a "Personal User Submission"), in addition to the purpose above, to display, perform, and distribute your Personal User Submission for the sole purpose of making that Personal User Submission accessible to you and providing the Service necessary to do so.

If you share User Data in a manner that only certain specified users can view (for example, a private message to one or more other users) (a "Limited Audience User Submission"), then in addition to the purposes specified above, to display, perform, and distribute your Limited Audience User Submission for the sole purpose of making that Limited Audience User Submission accessible to such other specified users, and providing the Service necessary to do so. Also, you grant such other specified users a license to access that Limited Audience User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Service.

If you share User Data publicly on the Service and/or in a manner that more than just you or certain specified users can view, or if you provide us (in a direct email or otherwise) with any feedback, suggestions, improvements, enhancements, and/or feature requests relating to the Service (each of the foregoing, a "Public User Submission"), then in addition to the purposes specified above, to display, perform, and distribute your Public User Submission for the purpose of making that Public User Submission accessible to all AIRSTREAM users and providing the Service necessary to do so, as well as all other rights necessary to use and exercise all rights in that Public User Submission in connection with the Service and/or otherwise in connection with AIRSTREAM's business. Also, you grant all other users of the Service a license to access that Public User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Service.

Purpose of the policy

This is the privacy policy of Airstream Components Pty Ltd and iZone Pty Ltd and their related entities.

The purpose of this policy is to clearly express an up-to-date policy about our companies' management of personal information.

We are committed to protecting your personal information. By submitting your personal information to us, or by using our services, you acknowledge and consent to us using your personal information in accordance with this policy.

This policy is intended to enhance the transparency of our companies' operations, notify you of your rights and our obligations and provide information regarding:

1. the kinds of personal information which we will collect and hold;
2. how we will collect, hold, use and disclose personal information;
3. the purpose for which we collect, hold, use and disclose personal information;
4. how you may access personal information that is held by us and seek correction of such information;
5. how you may complain about a breach of the Australian Privacy Principles (**APP**) or registered APP code (if any) that binds us and how we will deal with such complaint;
6. whether we are likely to disclose personal information to overseas recipients;
7. if we are likely to disclose personal information to overseas recipients, the countries in which such recipients are likely to be located.

This Privacy Policy sets out how we comply with our obligations under the *Privacy Act 1988 (Act)*.

Acknowledgement

We acknowledge that we must take reasonable steps when handling personal information.

Whilst we cannot warrant that this policy will be followed in every instance we will endeavour to follow this policy on each occasion. Similarly, while we cannot warrant that loss, misuse or alteration of information will never occur, we will take all reasonable steps to prevent these things from occurring.

Our companies have taken reasonable steps to endeavour to comply with the APPs and the Act, some examples are noted below.

1. Implementation of this privacy policy.
2. Staff training and education.
3. Use of checklists to ensure that all APPs are complied with.
4. Clear and transparent procedures regarding the handling of complaints and disclosure of information.

Our policy is available on our website however should you require a hardcopy please contact us and we will provide you with a copy.

The kinds of personal information which we will collect and hold

Collection

It is our usual practice to collect personal information directly from the subject individual or their authorised representative(s).

Personal information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether or not recorded in a material form, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Some examples of some personal information we might collect are:

1. name;
2. address;
3. contact details (such as telephone numbers, addresses, and email addresses etc.);
4. date of birth; and
5. payment details.

We use different types of technology to collect your personal information, including tracking technologies such as cookies.

Identification

You may choose to interact with us using a pseudonym and/or not identify yourself.

In circumstances where we are required to do so, or are authorised by law, a court or tribunal to ask for your identification, we will request your personal information.

Further it is likely that it will be impractical for us to interact with you without some form of identification, and therefore we will request identification details from you at the beginning of each transaction.

For example, we will not be able to open a commercial credit trading account or process a commercial credit application for you without obtaining identification details.

If you do not consent to the collection of your personal information, in accordance with this privacy policy, we may not be able to assist you with the provision of certain services.

How we will collect and hold your personal information

We only collect and hold personal information by lawful and fair means.

In some circumstances, we may collect and hold personal information that has been collected from a third party or publicly available source (such as social media platforms). This will likely occur in instances where:

1. you have consented for this collection (which would usually be via our privacy statement and/or credit application form); or
2. you would reasonably expect us to collect your personal information in this way and it is necessary for us to collect this information for a specific purpose (such as investigation of a complaint).

We will take steps to hold personal information in a manner which is secure and protected from unauthorised access.

Your personal information may be held in either a physical form or in electronic form on our IT system.

Where stored in electronic form on our IT system, we will take steps to protect the information against modification, disclosure or misuse by including such things as physical restrictions, password protections, internal and external firewalls, and anti-virus software.

We will also endeavour to ensure that our service providers have protection for electronic IT systems and other necessary restrictions.

We will endeavour to ensure our staff are trained with respect to the security of the personal information we hold and we will restrict any access where necessary.

While we retain personal information for as long as necessary in relation to the purposes for which it is collected, we will endeavour to destroy and de-identify the personal information once it is no longer required, except as required for business record purposes.

In the event we hold personal information that is unsolicited, and we were not permitted to collect it, the personal information will be destroyed as soon as practicable.

If we collect personal information about you from someone else, we will advise you as soon as practicable that this information has been collected and the circumstances which surround the collection.

Cookies and the collection of personal information via our website and mobile application

When you visit our website, we may collect information about the session between your computer and our website through the use of cookies.

Cookies are text files which are stored on your computer or mobile device (by your web browser) that record specific information, such as which pages you visit, the information you have searched for, or the device you are using to access our website.

We use cookies for the purposes of managing and improving our website, improving our business functions, and gathering demographic information about the persons who visit our website, among other things. Third parties may store cookies on our website, including, by way of example, the following entities.

1. Google Analytics (provided by Google Inc.) to enable us:
 - (a) to perform statistical analyses of e.g. number of visitors, information on gender, age, location, interests and the like to learn about our visitors; and
 - (b) to improve the website friendliness and usability (e.g. on the basis of website traffic measurements).
2. Youtube (provided by YouTube LLC.) to store session preferences (e.g. language) and suggest other content based on your previous uses (only activated when you are logged in to Youtube when visiting our website and only when clicking the YouTube button).
3. Facebook (provided by Facebook, Inc.) to identify users logged in to Facebook for the purpose of sharing content on Facebook (only when you are logged in to Facebook when visiting our website and only when clicking the Facebook button).
4. LinkedIn (provided by LinkedIn Corp.) to enable the "follow" and "share" features of LinkedIn (only when you are logged in to LinkedIn when visiting our website and only when clicking the LinkedIn button).
5. Instagram (provided by Instagram Inc.) to enable the "pin" and "share" features of Instagram (only when you are logged in to Instagram when visiting our website and only when clicking the Instagram button).
6. Twitter (provided by Twitter, Inc.) to enable the "tweet" feature of Twitter (only when you are logged in to Twitter when visiting our website and only when clicking the Twitter button).

You may elect to disable or turn off cookies in your web browser, however, this may impact upon the services we are able to offer you on our website and may impact upon your ability to access certain features of our website.

Our server will also automatically record your Internet Protocol address (**IP address**).

An IP address is a numerical designation assigned to each device connected to a computer network by your internet service provider. While IP addresses can be used to identify the general physical location of a computer, they are otherwise anonymous, and we will not use your IP address to identify you.

We may also collect your personal information via our mobile applications.

The purpose for which we collect and hold personal information

We will endeavour to only collect and hold personal information which is relevant to the operation of our companies.

Our purpose for collecting or holding personal information about you is so that it may be used directly for our functions or activities.

We may use your personal information for the functions or activities of our companies, which include, among other things:

1. assessing credit applications;
2. reviewing existing credit terms;
3. assessing credit worthiness;

4. collecting overdue payments;
5. assessing credit guarantees (current and prospective);
6. internal management purposes;
7. administering accounts;
8. facilitating product and service reviews;
9. business development and marketing purposes;
10. sales and billing;
11. insurance purposes;
12. our mobile applications; and
13. training and recruitment.

We may also collect personal information (including sensitive information) for both the primary purposes specified herein and purposes other than the primary purposes, including the purpose of direct marketing.

We may also collect personal information from other credit providers, Credit Reporting Bodies (**CRBs**) and any other third parties for the purposes of our functions and activities including, but not limited to, credit, sales, marketing and administration.

The purpose for which use and disclose personal information

We will endeavour to only use and disclose personal information for the primary purposes noted above in relation to the functions or activities of our companies.

In addition, we may also use and disclose personal information (including sensitive information) for both the primary purposes specified herein and purposes other than the primary purposes, including the purpose of direct marketing.

Unless one or more of the below scenarios has occurred, we will take necessary steps to prevent personal information from being given to government agencies or other organisations.

1. You have provided your consent.
2. You would reasonably expect that your information would be so disclosed.
3. We have informed you that that your personal information will be provided to a third party.
4. We are required by law to provide your personal information to a government agency or other organisation.
5. The disclosure of the information will prevent a serious threat to somebody's life or health.
6. The disclosure of the information reasonably necessary for the enforcement of criminal law.

Further we will endeavour to only disclose personal information for the purpose in which it was collected, unless disclosure is reasonably necessary to:

1. assist in locating a missing person;
2. lessen or prevent a serious threat to life, health or safety;
3. take appropriate action with suspected unlawful activity or serious misconduct;
4. facilitate or assist with diplomatic or consular functions or activities;
5. assist certain defence force activities outside Australia;
6. establish or exercise a defined legal or equitable claim; or
7. facilitate or assist confidential alternative dispute resolution activities.



Direct Marketing

We will take steps not to disclose personal information for direct marketing purposes unless consent has been provided.

In any event you will be provided with an opt out option with respect to direct marketing should you wish to be excluded from direct marketing.

If you do not elect to ‘opt out’ to receiving direct marketing material from us, you consent to us using personal information (other than sensitive information) provided to us for direct marketing purposes.

We may however use sensitive information for direct marketing purposes if you provide your consent to do so.

You may at any point in time, request to no longer receive direct marketing material from us by opting out.

We will record this information on our opt out register.

Direct Marketing and Third Parties

We may also from time to time, if we have received your consent, provide your personal information to a third party for the purposes of direct marketing.

You may at any time request the source of the personal information that has been disclosed.

Government Related Identifiers

We will endeavour not to use or disclose a government related identifier, unless:

1. the use or disclosure of the identifier is reasonably necessary for us to verify your identity for the purposes of our activities or functions; or
2. the use or disclosure of the identifier is reasonably necessary for us to fulfil our obligations to an agency or a State or Territory authority; or
3. the use or disclosure of the identifier is required or authorised by or under an Australian law or a court/tribunal order; or
4. a permitted general situation (as that term is defined in the Act) exists in relation to the use or disclosure of the identifier; or
5. we reasonably believe that the use or disclosure of the identifier is reasonably necessary for one or more enforcement related activities conducted by, or on behalf of, an enforcement body.

Disclosure to CRBs

As indicated above, we may disclose personal information to a CRB in accordance with the permitted disclosures as defined under the Act.

We may disclose your Credit Information to the following CRBs listed below.

Equifax
Level 15, 100 Arthur Street
NORTH SYDNEY NSW 2060
Tel: 1300 921 621

NCI
Level 2, 165 Grenfell St
ADELAIDE SA 5000
Tel: 1800 882 820

Illion
Level 2,
143 Coronation Drive
MILTON QLD 4064
Tel: (07) 3360 0600

Creditor Watch
Level 13, 109 Pitt Street
SYDNEY NSW 2000
Tel: 1300 501 312

Experian
Level 6, 549 St Kilda Road
MELBOURNE VIC 3004
Tel: (03) 9699 0100

A copy of the credit reporting policy for the CRBs listed above will be available on their website or will be provided in hard copy upon request.

How you may access your personal information

You are entitled to access your personal information held in our possession.

We will endeavour to respond to your request for personal information within a reasonable time period or as soon as practicable in a manner as requested by you. We will normally respond within 30 days.

You can make a request for access by sending an email or letter addressed to our Privacy Officer, the details of which are specified below.

The Privacy Officer
iZone Pty Ltd / Airstream Components Pty Ltd
9 Geelong Court
Bibra Lake WA 6163
Email: mike@izone.com.au

With any request that is made we will need to authenticate your identity to ensure the correct person is requesting the information.

We will not charge you for making the request, however, if reasonable we may charge you with the costs associated with your request.

You will only be granted access to your personal information where we are permitted or required by law to grant access. We are unable to provide you with access that is unlawful.

Further we are not required to, and will not, give access to personal information to the extent that:

1. we reasonably believe that giving access would pose a serious threat to the life, health or safety of any individual, or to public health or public safety; or
2. giving access would have an unreasonable impact on the privacy of other individuals; or
3. the request for access is frivolous or vexatious; or
4. the information relates to existing or anticipated legal proceedings and the information would not be accessible in normal discovery procedures; or
5. giving access would reveal the intentions of us in relation to negotiations and this disclosure would prejudice those negotiations; or
6. denying access is required or authorised by or under an Australian law or a court/tribunal order; or
7. we have reason to suspect that unlawful activity, or misconduct of a serious nature, that relates to our functions or activities has been, or may be engaged in; or
8. giving access would be likely to prejudice the taking of appropriate action in relation to the matter; or
9. giving access would be likely to prejudice one or more enforcement related activities conducted by, or on behalf of, an enforcement body; or
10. giving access would reveal evaluative information generated within us in connection with a commercially sensitive decision-making process.

If we refuse access to the information, written notice will be provided to you setting out:

1. the reasons for the refusal (except to the extent that, having regard to the grounds for the refusal, it would be unreasonable to do so);
2. the mechanisms available to complain about the refusal; and
3. any other matter prescribed by the regulations.

Correction

Should we hold personal information and it is inaccurate, out of date, incomplete, irrelevant or misleading, or incorrect you have the right to make us aware of this fact and request that it be corrected.

If you would like to make a request to correct your information, please contact our Privacy Officer on the details above.

In assessing your request, we need to be satisfied that the information is inaccurate, out of date, incomplete, irrelevant or misleading. We will then take all reasonable steps to ensure that it is accurate, up-to-date, complete and not misleading.

It is our normal policy to resolve any correction requests within 30 days. If we require further time, we will notify you in writing and seek your consent.

Should we refuse to correct your personal information written notice will be provided to you setting out:

1. the reasons for the refusal (except to the extent that, having regard to the grounds for the refusal, it would be unreasonable to do so); and
2. the mechanisms available to complain about the refusal; and
3. any other matter prescribed by the regulations.

We will endeavour to notify any relevant third parties of the correct personal information where necessary and required.

Notifiable Data Breaches

A Notifiable Data Breach is an event where access to your personal data has been gained and there is a risk of serious harm or it is suspected that there is a serious risk to you.

In the event of a Notifiable Data Breach, we will notify you. Examples of Notifiable Data Breaches include:

1. loss or theft of physical devices (such as laptops and storage devices) or paper records that contain personal information;
2. unauthorised access to personal information by an employee; and
3. inadvertent disclosure of personal information due to 'human error' (e.g. an email sent to the wrong person).

Complaints

In the event that you wish to make a complaint about a failure of us to comply with our obligations in relation to the Act or the APPs please raise this with our Privacy Officer on the contact details above.

We will provide you with a receipt of acknowledgment as soon as practicable.

We will then endeavour to respond to your complaint and attempt to resolve the issues within 30 days.

In dealing with your complaint we may need to consult another credit provider or third party.

If you are not satisfied with the process of making a complaint to our Privacy Officer you may make a complaint to the Information Commissioner, the details of which are below.

Office of the Australian Information Commissioner
GPO Box 5218 Sydney NSW 2001
Email: enquiries@oaic.gov.au
Telephone: 1300 363 992
Facsimile: (02) 9284 9666

The Information Commissioner can decline to investigate a complaint on a number of grounds including, among other things, where the complaint wasn't made at first to us.

For more information about privacy in general, you can visit the Australian Information Commissioner's website: <https://www.oaic.gov.au/>.

Disclosure to overseas recipients

We may choose to, if permitted by law, share and/or disclose your personal information with recipients outside of Australia.

We are required to notify you with a list of any countries which personal information may be transmitted to or disclosed where it is practical for us to do so.

We do not currently share and/or disclose personal information to countries overseas.

If you have any queries regarding our privacy policy or wish to find out more regarding any of our other policies, please contact our Privacy Officer on the details listed above.



[Changes to this privacy policy](#)

We will update this privacy policy from time to time. We therefore recommend that you read it each time you visit our website. If you do not agree with the privacy policy at any time, please do not continue to use our website. If you do continue to use our website, you are deemed to have accepted the terms of the privacy policy as they appear at the time of use.