

**Privacy Policy**  
**Effective 16 September 2022**

**1. What is a Privacy Policy?**

1.1 This Privacy Policy (**Policy**) sets out, in accordance with the *Privacy Act 1988* (Cth) (**Privacy Act**), the Australian Privacy Principles (**APPs**) the way in which BulbulArt (collectively, **our, us, or we**) may collect, store, use, disclose, manage and protect your Personal Information.

1.2 By:

- (a) accessing, subscribing to, downloading or using the this website and its services;
- (b) requesting information on, enquiring about, using, receiving or providing feedback in relation to our services (online, in writing, by telephone or in person);
- (c) otherwise providing, or consenting to the collection of, Personal Information by us or our agents or employees,

after this Policy has been brought to your attention, you acknowledge and consent to the use, collection, storage or disclosure of your Personal Information by us in accordance with this Policy and the Privacy Act.

1.3 If you **do not** agree to us handling your Personal Information in the manner set out in this Policy we will not be able to provide our services to you and you should not provide us with any Personal Information.

**2. What is Personal Information?**

2.1 We follow the definition of Personal Information given in the Privacy Act:

*“Personal Information means information or an opinion about an identified individual, or an individual who is reasonably identifiable:*

- (a) *whether the information or opinion is true or not; and*
- (b) *whether the information or opinion is recorded in a material form or not.”*

**3. What kinds of Personal Information might we collect and hold?**

3.1 The Personal Information we may collect, hold and process about you depends upon how you interact with us. This information may vary depending on our specific needs, however, it may include your:

- (a) name, address, email address, telephone number and other identification information;
- (b) requests and information you input into our website to access our services;
- (c) information about how you interact with us, our staff, or associates online, including via social media;
- (d) demographic information such as age or date of birth, location and activities;
- (e) business relationship and history with us;
- (f) business or associated companies or entities;
- (g) messages, emails, voicemail and other correspondence and frequency of enquiries;
- (h) comments and feedback and responses to surveys;

- (i) interaction with websites, including our website;
- (j) information about how you use our website;
- (k) what computer configurations and software you use;
- (l) your IP address and / or other device identifying data;
- (m) general preferences and interests;
- (n) billing and credit card information;
- (o) other information required to provide a service or information you have requested from us;
- (p) information collected by Cookies, Web Beacons and other technologies; and
- (q) any additional information relating to you that you provide to us directly.

#### **4. How do we collect Personal Information?**

4.1 We collect Personal Information:

- (a) directly from you for example, when you provide that information to us, we contact you or when you contact us;
- (b) when providing our services;
- (c) when you participate in our Services, including marketing or promotional activities;
- (d) from third parties who you have authorised to provide us with information; and
- (e) from publicly available sources such as the internet and social media.

#### **5. How do we hold and secure your Personal Information?**

5.1 We store your Personal Information digitally (unless legally required to retain in hard copy format).

5.2 All digital material is secured using password protected computers and databases.

5.3 We primarily use data storage providers located inside Australia. However some data may potentially be stored overseas, most likely the United States, and Brazil, due to the use of third party services from businesses that originate in the United States and Brazil]. Where appropriate, we have agreements with its storage providers to keep all Personal Information they store secure, using reasonable and appropriate security methods.

5.4 We conduct regular audits of our compliance with this Policy and the Act to ensure that our privacy framework is in line with industry best-practice.

#### **6. Why do we collect, hold, use and disclose Personal Information?**

6.1 We collect Personal Information for a number of reasons, including:

- (a) providing you or a third party with our services or information about our services;
- (b) sending communications you request or contacting you and responding to your enquiries;
- (c) providing third parties with information about you and your activities;

- (d) ensuring consistency of service across our business and other internal business purposes;
- (e) developing or refining our services as well as tailoring our services;
- (f) notifying you about changes to our website, services, or activities we offer or provide via our website;
- (g) internal business purposes;
- (h) providing you with marketing material or contacting you in relation to our business, networking or promotional activities;
- (i) publishing testimonials you provide us; and
- (j) internal corporate purposes, corporate governance, auditing and record keeping.

6.2 Our use of Personal Information may extend beyond the uses described above in clause 6.1, but will be restricted to purposes that we consider to be related to our functions and activities.

## **7. What do we do with your Personal Information?**

7.1 If we collect Personal Information, we may:

- (a) use that information for the purposes stated in this Policy and directly related purposes;
- (b) store that information in accordance with this Policy;
- (c) pass that information amongst entities we work with, our members, associated organisations, business partners or affiliates;
- (d) pass that information to third parties who provide products or services to us (including our accountants, auditors, lawyers, IT contractors, and other service providers); and
- (e) provide that information to third parties as required or allowed by law.

## **8. Do you use my information for Direct Marketing?**

8.1 We may use your Personal Information to communicate directly with you to promote our Services.

8.2 We use direct marketing to provide you with information about our Services that we believe you may be interested in.

8.3 If you receive direct marketing material from us, and do not wish to continue receiving it, please contact us by any of the methods stated in this Policy, asking to be removed from all future direct marketing programs. Once we have received your opt-out request, we will remove you from our direct marketing programs as soon as reasonably practicable.

## **9. What about Cookies, pixels and analytics?**

9.1 When you access our website or social media channels, or when you use our services and Products, we may receive information about you via automated methods, including (but not limited to) use of a 'cookie', a 'pixel' or from analytics software.

9.2 These are tools that our web server may direct your traffic to, send to your computer, or embed on a website, when you visit our website. These tools help us provide services and Products to you, and to recognise when you re-visit the website, serve you customised content and to optimize your experience.

9.3 We generally don't collect Personal Information through the use of these tools, though we may be able to access your IP address and information about what your computer technology is when using analytical software.

9.4 You may be able to change the settings of your browser so that Cookies are not accepted generally or that you are provided with options to accept or reject them as they are sent to your browser.

## **10. Do we ever send your information overseas?**

10.1 We are a Australian based organisation however our data may be stored in cloud back up software (such as MS Outlook 365, Dropbox, Google Drive) which may be potentially be stored overseas, most likely in the United States of America. For more details, please refer to paragraph 5.3.

10.2 We may upload images and / or footage to our social media accounts of website from time to time. The social media accounts and website may be hosted on an overseas server. Where applicable, in the event that your information is sent overseas, we will use our best endeavours to ensure that any overseas supplier will keep all Personal Information secure.

## **11. Can you access your Personal Information or request it be corrected?**

11.1 You may request access to the Personal Information that we hold about you by contacting us. Upon receiving an access request we may request further details from you to verify your identity.

11.2 We reserve the right not to provide you with access to Personal Information if we cannot verify your identity to our reasonable satisfaction. An administrative fee may be charged to cover our costs in providing you with access to your Personal Information. This fee will be explained to you before it has been incurred.

11.3 We will respond to your access request within a reasonable period of time by:

- (a) providing you with access to your Personal Information;
- (b) rejecting your access request, and providing you reasons for this rejection.

11.4 Access requests may be denied where:

- (a) we believe your request is frivolous or vexatious;
- (b) we are entitled to reject a request by law;
- (c) we are unable to verify your identity; or
- (d) you have not paid the administrative fee (if any).

11.5 If you believe that the Personal Information that we hold is inaccurate or otherwise requires correction, you may send us a correction request by contacting us. We will review your Personal Information and respond to the request within a reasonable period of time.

## **12. Sensitive Information**

We will only keep your Sensitive Information whilst you consent to us doing so, or if we are required to by law or to protect a legal right. If you want us to delete your Sensitive Information you may request we do so in writing. This may, however, limit our ability to serve and assist you.

## **13. What happens if you want to deal with us anonymously or using a pseudonym?**

When contacting us, you can do so either anonymously or by using a pseudonym. If you do so, we may not be able to provide you with accurate or useful information, and you may not be able to access a full range of our services. Further, we may not be able to investigate incidents or complaints you have made.

**14. Does this Policy ever change?**

From time to time we may make changes to this Policy. When we do, we will highlight those changes in yellow highlight for a period of 14 days. Please make sure you review the Privacy Policy each time you visit our website to keep up to date on any changes.

**15. What happens if you have a question or complaint about how we have handled your Personal Information?**

15.1 If you have a question or complaint, you can raise it with us by:

Email: [lilyhirsch01@gmail.com](mailto:lilyhirsch01@gmail.com)

15.2 We take all complaints seriously and will respond to you within a reasonable period of time, usually 30 days, unless we consider your complaint to be frivolous or vexatious or if we are unable to verify your identity.

15.3 If you are not satisfied with the way we have handled your complaint, you can make a complaint to the Office of the Australian Information Commissioner at <http://oaic.gov.au>.

## WEBSITE TERMS AND CONDITIONS OF USE

These Terms and Conditions of Use (**Terms**) apply to the BulBulArt website located at <https://www.bulbulart.com/> , and all associated websites and sub-domains (collectively, the Site). The Site is the property of BulbulArt (collectively, **our, us, or we**).

If you have any questions about these Terms, please contact us by emailing [lilyhirsch01@gmail.com].

### 1. ACCESS TO SITE

- 1.1 As long as you comply with these Terms, we grant you (as the **User** of the Site) a personal, non-exclusive, non-transferable, limited licence to access and use the Site.
- 1.2 We do not guarantee that the Site:
  - 1.2.1 will be accessible or functional (whether wholly or partly) at all times; or
  - 1.2.2 is free from viruses or anything else which may damage any computer which accesses our Site or any data on such a computer.
- 1.3 You are responsible for configuring the technology you use to access our Site. You should use your own virus protection software.
- 1.4 We may suspend or withdraw or restrict the availability of all or any part of our Site for business, operational or any other reason at any time. We will try to give you reasonable notice of any suspension or withdrawal (but are not required to do so).
- 1.5 You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

### 2. CONTENT AND INTELLECTUAL PROPERTY RIGHTS

- 2.1 Subject to clause 4, we are the owner or the licensee of all intellectual property rights in the content of this Site and the Site and our Services (unless expressed to the contrary).
- 2.2 Title and ownership of our intellectual property shall not be transferred by virtue of your use of the Site or our Services.
- 2.3 Where you upload information and data to our platforms and Site, you:
  - 2.3.1 warrant that you have a right to provide us with that information and data;
  - 2.3.2 warrant that our storage and processing of that information and data will not infringe any third party's legal rights;
  - 2.3.3 grant us with a perpetual, royalty-free, world-wide, assignable and sub-licenceable licence to use that information and data for the purpose of providing you, our Members and others with our Services and Content, and for our own internal purposes.
- 2.4 Unless specifically authorised by us in writing, or otherwise allowed by applicable laws, you may not copy (including any artwork displayed in the catalogue), modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, our Site or platforms, in whole or in part:
- 2.5 You agree that you will not seek to reverse engineer, decompile or otherwise reproduce the Site or any of our Services or Content.

- 2.6 You must not use our name, all related names, logos or trade marks, or the trade marks of our affiliates or licensors without our prior written consent.
- 2.7 You agree to not offer our Services or Content for resale to any third party.
- 2.8 If we provide social media features such as the ability to share our Content, you may take such actions as are enabled by such features but only using such tools or methods as we provide.

### **3. PROHIBITED USES**

- 3.1 You agree that you will not, and will not allow any other person to:
  - 3.1.1 use the site in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from other countries);
  - 3.1.2 use the Site to collect or harvest data;
  - 3.1.3 transmit, or procure the sending of, any advertising or promotional material, to persons whose details you obtained from the Site;
  - 3.1.4 to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm us or users of the Site or expose them to liability.
- 3.2 Additionally, you agree not to:
  - 3.2.1 use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site;
  - 3.2.2 use any robot, spider data scrapers, viruses or other software which may threaten the integrity and security of Site;
  - 3.2.3 use any manual or automated process to monitor or copy any of the material on the Site or for any other unauthorised purpose without our prior written consent;
  - 3.2.4 introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful or which may cause damage to, or violate the privacy of our data of the data of our members;
  - 3.2.5 attempt to gain unauthorised access to, interfere with, damage or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site;
  - 3.2.6 attack the Site via a denial-of-service attack or a distributed denial-of-service attack; or
  - 3.2.7 otherwise attempt to interfere with the proper working of the Site.
- 3.3 We may report any of the activities above to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

### **4. PUBLIC SUBMISSIONS**

- 4.1 The Site may contain public comment submissions received from third parties (**Statements**). These Statements are obtained in good faith, and do not necessarily reflect our considered views or indicate its commitment to a particular course of action.
- 4.2 Copyright in the Statements vests with the author. We makes no representation or warranty about the accuracy, reliability, currency or completeness of a Statement(s)

nor does it accept liability for any breaches of the authors' copyright in such statements.

- 4.3 The Statements may contain the name of an individual or organisation responsible for the submission. Where possible, personal details of individuals who submit a Statement, except name and state of residence, are removed from the Statements before they are published on the website.

## 5. LINKED SITES

- 5.1 This Site may contain links to other Sites (including banner advertisements and sponsored links) (**Linked Sites**), which are not operated by us, as well as resources provided by third parties.
- 5.2 Such Linked Sites are not under our control and are provided for your information only and should not be interpreted as approval by us of those Linked Sites or information or material contained on them. We accept no responsibility for them or for any loss or damage that may arise from your use of them. We have no control over the contents of those sites or resources, and you access and interact with such Linked Sites entirely at your own risk and subject to the terms and conditions of use for those Sites.
- 5.3 Such Linked Sites are not intended as an implied or explicit endorsement or association of that Linked Site (and its owner) of us or our website.

## 6. DISCLAIMER

- 6.1 To the greatest extent permissible by law, we give no warranty and make no representation, express or implied, as to:
  - 6.1.1 the adequacy or appropriateness of any goods or services supplied by us to you for your particular needs or purposes;
  - 6.1.2 the adequacy or appropriateness of any information provided by us or through our channels;
  - 6.1.3 the accuracy, reliability, adequacy or completeness, freedom from error of the Content on the Site or any content published by someone other than us;
  - 6.1.4 any implied warranty or condition as to merchantability or fitness of any products or other goods or services for a purpose other than that for which they are commonly used;
  - 6.1.5 the appropriateness of the Services and Content for your business or personal needs, or other applications of that product.
- 6.2 To the greatest extent permitted by law, we exclude all liability in any circumstances for special, indirect or consequential loss or any damages whatsoever resulting from loss or damage to property, injury, damage to reputation, loss of use, loss of data or loss of revenues or profits, whether in contract, tort, negligence or otherwise, arising out of or in connection with the Content, your use of the Site or the Services you access from or through us.
- 6.3 In any event, if any term or condition or obligation on our part is implied into these conditions by law then our liability is limited (at our election), to the greatest extent permitted by law, to the value of the Services you have purchased, or the resupply of those Services.



## **7. INDEMNITY**

- 7.1 Use of the Services may pose a risk to your safety and that of others. You agree that you will take reasonable precautions in using the Services, including, but not limited to following all instructions and manuals provided with the Services (if any).
- 7.2 You agree to hold us, our officers, agents and employees harmless from any loss or damage suffered by you in using the Services or Content provided by us.

## **8. MISCELLANEOUS PROVISIONS**

- 8.1 We may from time to time change, modify, add or remove portions of these Terms. Amendments will be effective immediately upon notification on the Site. It is your responsibility to check these Terms periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. Any changes to ongoing costs or automatic payments will be notified to you directly, by the email provided to us, before coming into effect.
- 8.2 If any of these Terms are at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision or part thereof shall be interpreted as severable and shall not in any way affect any other of these terms.
- 8.3 No waiver by us, in exercising any right, power or provision in this document shall operate as a waiver of any other right or of that same right at a future time, nor shall any delay in exercise of any power or right be interpreted as a waiver.
- 8.4 If a dispute arises out of or in connection with these Terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.
- 8.5 We are not liable for any breach of our obligations resulting from causes beyond our reasonable control including internet outages, pandemic, epidemic, pestilence, strikes or civil unrest, and restrictions imposed by law or regulation anywhere in Australia.
- 8.6 These Terms record the entire agreement between the parties as to its subject matter. It supersedes any prior understandings or agreements between the parties in connection with it.
- 8.7 These Terms and any transactions governed by it will be governed by and construed in accordance with the law of South Australia. You submit to the exclusive jurisdiction of courts in South Australia