

## **Privacy Statement**

This document declares the undertakings by Budget Telecom in relation to its handling of Your Data.

Budget Telecom provides a range of telecommunications services through several business units – for example Budget Business, Budget Mobile and BudgetNet Internet.

### **Data Collection**

Budget Telecom undertakes to collect Your Data by means that are:

- fair;
- legal; and
- transparent.

### **How We Collect Your Data**

- directly from you, when you provide information by phone or in application forms, or when you submit your personal details through Budget Telecom's web sites;
- from third parties such as Budget Telecom's related Business Units , credit reporting agencies or your representatives;
- from publicly available sources of information;
- when legally required to do so - for example, under the Telecommunications (Service Provider - Identity Checks for Pre-paid Public Mobile Telecommunications Services) Determination 2000.

If you visit Budget Telecom's web-site, your web-browser automatically discloses, and Budget Telecom's web-server automatically logs, the following information: the date and time, the IP address from which you issued the request, the type of browser and operating system you are using, the URL of any page that referred you to the page, the URL you requested, and whether your request was successful. This data may or may not be sufficient to identify you.

Any additional data that you provide, e.g. in a web-form, may also be logged. This data may or may not be sufficient to identify you.

Any additional data that your web-browser automatically provides may also be logged. This will be the case, for example, if your browser has previously been requested to store data on your computer in 'cookies' and submits them each time you request a web-page within a particular domain (such as Budget Telecom.com). This data may or may not be sufficient to identify you.

If you disclose personal data to Budget Telecom in conjunction with an identifier such as your name or your credit-card details, Budget Telecom will collect Your Data. Moreover, any data that becomes available to Budget Telecom through any of the means described in the preceding paragraphs may be able to be associated with that identifier, and hence become Your Data.

Where Budget Telecom collects Your Data from sources other than you, it undertakes:

- to do so only by legal means;
- to do so by means that are open to the general public;

Budget Telecom undertakes to only use data collected in support of its operations and not to pass this data to any unrelated third party.

## How We Use Your Data

Use refers to the application of Your Data by any part of Budget Telecom, any staff-member or contractor of Budget Telecom in the course of their work.

Your Data may be used to:

- verify your identity;
- assist you to subscribe to Budget Telecom's services;
- provide the services you require;
- administer and manage those services, including charging, billing and collecting debts;
- inform you of ways the services provided to you could be improved;
- conduct appropriate checks for credit-worthiness and for fraud;
- research and develop Budget Telecom's services;
- gain an understanding of your information and communication needs in order for Budget Telecom to provide you with a better service; and
- maintain and develop Budget Telecom's business systems and infrastructure, including testing and upgrading of these systems.

Also, Your Data is collected so that Budget Telecom can promote and market its products, services and special offers to you (including by way of direct mail, telemarketing, SMS and MMS messages). If you do not wish Budget Telecom to promote and market its products, services and special offers to you, please call 1300 887 057.

Budget Telecom undertakes to use Your Data only for:

- the purposes for which it was collected;
- such other purposes as are subsequently agreed between Budget Telecom and You;
- such additional purposes as may be required by law. In these circumstances, Budget Telecom will take any reasonable steps available to it to communicate to You that the use has occurred, unless it is precluded from doing so by law; and
- such additional purposes as are authorised by law (in particular to protect Budget Telecom's interests, e.g. if it believes on reasonable grounds that You have failed to fulfil your undertakings to Budget Telecom or have committed a breach of the criminal law).

Budget Telecom undertakes to use Your Data in such a manner as to take into account the possibility that it is not of sufficient quality for the purpose, e.g. because it is inaccurate, out-of-date, incomplete, or out-of-context.

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## Data Security

Budget Telecom undertakes to store Your Data in a manner that ensures security against unauthorised access, alteration or deletion, at a level commensurate with its sensitivity.

Budget Telecom undertakes to store Your Data only in jurisdictions where data protections are at least equivalent to those required under the OECD Guidelines.

Budget Telecom undertakes to transmit Your Data in a manner that ensures security against unauthorised access, alteration or deletion, at a level commensurate with its sensitivity.

Budget Telecom undertakes to implement appropriate measures to ensure security of Your Data against inappropriate behaviour by Budget Telecom's staff-members and contractors. These include:

- training for staff in relation to privacy;
- access control, to limit access to Your Data to those staff and contractors who have legitimate reasons to access it;
- particularly in the case of sensitive data, audit trails of accesses, including the identities of staff and contractors accessing the data;
- reminders to staff and contractors from time to time about the importance of data privacy, and the consequences of inappropriate behaviour;
- declaration of appropriately strong sanctions that are to be applied in the event of inappropriate behaviour

- clear communication of policies and sanctions; and
  - processes to audit, to investigate and to impose sanctions.
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## Data Disclosure

Disclosure refers to making Your Data available to any party other than Budget Telecom and You. The term disclosure may include many different conditions of data transfer, including selling, renting, trading, sharing and giving.

Budget Telecom undertakes to disclose Your Data only under the following circumstances:

- in the course of business being conducted between You and Budget Telecom, where disclosure is necessary to a contractor, such as a transport company. Where Your Data is disclosed in this way, Budget Telecom undertakes to exercise control over Budget Telecom's contractors to ensure that their actions are compliant with these Terms;
- in other circumstances that are directly implied by the purpose agreed between You and Budget Telecom at the time of data collection or subsequently. Where Your Data is disclosed in this way, Budget Telecom undertakes to exercise control over Budget Telecom's contractors to ensure that their actions are compliant with these Terms;
- with your consent, or at your request;
- where required by law, such as a provision of a statute, or a court order such as a search warrant or sub poena. In these circumstances, Budget Telecom will take any reasonable steps available to it to communicate to You that the disclosure has occurred, unless it is precluded from doing so by law;
- where permitted by law (e.g. the reporting of suspected breach of the criminal law to a law enforcement agency; and in an emergency, where Budget Telecom believes on reasonable grounds that the disclosure of Your Data will materially assist in the protection of the life or health of some person), provided that Budget Telecom will apply due diligence to ensure that the exercise of the permission is justifiable.

In all cases, Budget Telecom undertakes to disclose only such of Your Data as is necessary in the particular circumstances.

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## Data Retention and Destruction

Subject to the qualifications immediately below, Budget Telecom undertakes:

- to retain Your Data only as long as is consistent with its purpose; and
- to destroy Your Data when its purpose has expired, and to do so in such a manner that Your Data is not subsequently capable of being recovered.

This undertaking is qualified as follows:

- Your Data may be retained in Budget Telecom's logs, backups and audit trails within short-term retention cycles that are devised to protect the company's operations. In such cases, Your Data will be destroyed in accordance with those cycles;
  - Your Data may be retained beyond the expiry of its purpose if that is required by law, such as a provision of a statute, or a court order such as a search warrant or sub poena, or a warning by a law enforcement agency that delivery of a court order is imminent. In these circumstances, Budget Telecom:
    - will take any reasonable steps available to it to communicate to You that Your Data is being retained, unless it is precluded from doing so by law; and
    - will only retain Your Data while that provision is current, and will then destroy Your Data;
  - Your Data may be retained beyond the expiry of its purpose if it is authorised by law (in particular to protect Budget Telecom's interests, e.g. if it believes on reasonable grounds that You have failed to fulfil your undertakings to Budget Telecom or have committed a breach of the criminal law). In these circumstances, Budget Telecom will only retain Your Data while that situation is current, and will then destroy Your Data.
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## Access by You to Your Personal Data

Budget Telecom undertakes to provide you with access to Your Data, subject to only such conditions and processes as are reasonable in the circumstances. In particular, Budget Telecom undertakes to enable access:

- conveniently;
- without unreasonable delay; and
- without cost.

Budget Telecom undertakes to establish and operate identity authentication protections for access to Your Data that are appropriate to its sensitivity, but practical. This may involve some inconvenience; for example, relatively straightforward procedures may be involved in order to provide you with access through a channel that you have previously registered with Budget Telecom (such as a particular email-address), but may impose more onerous procedures if you wish to use some other channel.

In the event that you dispute some aspect of Your Data, Budget Telecom undertakes to take reasonable steps in relation to the amendment, supplementation or deletion of Your Data.

You undertake:

- not to seek access for frivolous purposes, or unreasonably frequently;
- to accept that deletion of some data may not be consistent with the provision of particular services by Budget Telecom to you.

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## Information about Data-Handling Practices

Budget Telecom undertakes to make information available to you about the manner in which Budget Telecom handles your data:

- in general terms, in a readily accessible manner; and
- in more specific terms, on request.

Where Your Data is disclosed to a contractor, Budget Telecom undertakes to make information available to you on request about the manner in which Budget Telecom's contractors handle your data.

Budget Telecom undertakes to ensure that the information provided is meaningful, and addresses your concerns.

You undertake:

- not to seek such information for frivolous purposes, or unreasonably frequently; and
- to accept that the disclosure of excessive detail may harm the security of Your Data and Budget Telecom's business processes, and may harm Budget Telecom's commercial interests.

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## Handling of Enquiries, General Concerns and Complaints

If you have enquiries, general concerns, or complaints about these Terms, or about Budget Telecom's behaviour in relation to these Terms, you undertake:

- to communicate them in the first instance:
  - to Budget Telecom only;
  - in sufficient detail;
  - through a channel made available by Budget Telecom for that purpose;

Budget Telecom undertakes:

- to provide one or more channels for communications to Budget Telecom, which are convenient to users;
- to promptly provide acknowledgement of the receipt of communications, including the provision of a copy of the communication, the date and time it was registered, and Budget Telecom's reference-code for the communication;
- to promptly provide a response to the communication, in an appropriate and meaningful manner.

You further undertake to not pursue Budget Telecom through any Regulator or the media:

- until and unless Budget Telecom has had a reasonable opportunity to respond to the initial communication; and
- while Budget Telecom and you remain are conducting a meaningful dialogue about the matter.

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## Enforcement

Budget Telecom declares that its undertakings in these Terms are intended to create legal obligations, and that those obligations are intended to be enforceable under appropriate laws in appropriate jurisdictions. These include laws relating to data protection, privacy, fair trading, corporations and criminal laws.

You undertake to seek enforcement only in a jurisdiction that is relevant to the transactions that have taken place between You and Budget Telecom, in particular the jurisdiction in which you live or in which you performed the relevant acts, and the jurisdiction in which Budget Telecom is domiciled or performed the relevant acts.

If you wish to discover the relevant laws in any particular jurisdiction, Budget Telecom draws your attention to the following resources:

- the Australian Privacy Foundation's pages:
  - [Privacy Laws of the Commonwealth of Australia](#)
  - [Privacy Laws of the States and Territories of Australia](#)

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## Changes to These Privacy Undertakings

Budget Telecom undertakes:

- not to materially change these Terms in a manner that reduces the protections for Your Data;
- to take all possible steps to prevent any company that acquires this company or any of its relevant assets from materially changing the Terms applicable to Your Data in a manner that reduces the protections for Your Data;
- where it is considering making changes to these Terms, or creating more specific Terms relating to specific services, to consult with appropriate representative and advocacy organisations;
- where it makes changes to these Terms, to ensure that the differences between successive versions are readily accessible;
- to maintain all prior versions of these Terms in such a manner that they are dated, and readily accessible.

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## Definitions

**Budget Telecom** means Budget Telecom Pty Ltd ABN 57 110 113 365 of P.O. Box 1250, Burleigh Heads, Queensland 4220

**Your Data** means data that is capable of being associated with you, whether or not it includes an explicit identifier such as your name or customer number. In particular, it encompasses all data that Budget Telecom is capable of correlating, using such means as server-logs, cookie-contents and any other means open to the general public.

Your Data does not refer to data that can no longer be associated with you. This includes aggregated data that does not and cannot identify the individuals whose data are included in the aggregation.