

Privacy Policy

All information (including but not limited to the property area, floor size, price, address and general property description) on the Website is provided as a convenience to you, and has been provided to Cullinan PM by third parties.

In placing the information on the Website, Cullinan PM, have received the information passed on from third parties. Cullinan PM have no belief one way or the other as to whether the information contained on the Website is correct, neither Cullinan PM, or its licensors or suppliers (nor their respective directors, affiliates or employees) have checked the accuracy of the information and do no more than pass it on. They do not accept any liability (direct or indirect) for any injury, loss, claim, damage or any incidental or consequential damages, including but not limited to lost profits or savings, arising out of or in any way connected with the use of any information, or any error, omission or defect in the information, contained on the Website.

Information contained on the Website should not be relied upon and you should make your own enquiries and seek legal advice in respect of any property on the Website or the information about the property contained on the Website.

Prices displayed on the Website are current at the time of issue, but may change at any time and are subject to availability.

CALCULATORS: The results from calculators supplied on this website should be used as an indication only. Results do not represent either quotes or pre-qualifications for a product or service. It is advised that you consult your legal adviser or financial adviser before proceeding with any transaction.

HYPERLINKS TO THIRD PARTY SITES: This Website may contain hyperlinks to websites operated by parties other than Cullinan PM. Such hyperlinks are provided for reference only. Cullinan PM does not control such websites, and is not responsible for their contents. Cullinan PM's inclusion of hyperlinks to such websites does not imply any endorsement of the information or material available on such websites or any association with their operators, and you use such websites, including information, material, products and services contained in them, solely at your own risk. Furthermore, because Cullinan PM's privacy policy is applicable only when you are on this Website, once linked to another website, you should carefully read that website's privacy policy before disclosing any personal information. In certain circumstances Cullinan PM may receive a commission, fee or reward for a hyperlink, pointer or other introduction to a third party website. Cullinan PM is not liable to disclose the basis of such commission, fee or reward except as may be and only to the extent required by law.

USE OF WEBSITE: As a condition of your use of the Website or any services on the Website, you warrant to Cullinan PM that you will not use the Website for any purpose that is unlawful or prohibited by these Terms & Conditions. In particular, but without limitation, you agree not to:

- use the Website to defame, abuse, harass, store, threaten or otherwise offend others;
- publish, distribute, email, transmit or disseminate any material which is unlawful, obscene, defamatory, indecent, offensive or inappropriate;

- use any automated scripting tools or software;
- engage in or promote any unsolicited emailing or spamming via the Website;
- impersonate any person or entity;
- in any way make available using the Website any material that you do not have a right to make available or which contains viruses or other computer codes, files or programmes designed to interrupt, limit or destroy the functionality of other computer software or hardware.

CHANGES TO SITE: Cullinan PM and its suppliers may make improvements or changes in the information, services, products, and other materials displayed on this Website, or terminate this Website, at any time without notice. Cullinan PM may modify the terms and conditions of access to and use of this site at any time, and such modifications will take effect immediately upon posting of the modified terms and conditions on this Website. Accordingly, you agree to read the terms and conditions on a regular basis, and your continued access or use of this Website will be deemed to be your acceptance of the modified terms and conditions.

GOVERNING LAW: These terms and conditions and the resolution of any dispute between Cullinan PM and you will be governed by and construed in accordance with the laws of Australia, without giving effect to any principles of conflicts of law. Cullinan PM's failure to insist upon strict enforcement of any provision of these terms and conditions will not constitute a waiver of any provision or right. Any legal action or proceeding between Cullinan PM and you related to these terms and conditions will be brought exclusively in a court of competent jurisdiction in Australia.

Privacy Policy

1. Purpose

Cullinan PM Operations, its partners, licensees and its Related Bodies Corporate (we, us) understand and respect that protection of your personal information is important to you. This document sets out how we collect, use, disclose, retain and manage your privacy information and how we comply with our obligations under the Privacy Act 1988 (the Act).

By using our services and by using and continuing to use our Website you consent to us collecting, maintaining, using and disclosing your personal information in the way described in this Privacy Policy.

(a) Website means www.cullinanpm.com.au or any other website we may establish or operate from time to time.

(b) The meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', 'for example' or similar words are not words of limitation.

3. Why do we collect personal information and how do we use it?

(a) We offer a range of services, including providing appraisals of properties, acting as a real estate agent for the buying and selling of properties, leasing properties, advertising properties, acting as a Credit Assistance Provider, business broking and providing conveyancing and property settlement agents (Services).

(b) We collect personal information to enable us to provide our Services. This includes:

(i) processing inquiries;

(ii) facilitating the sale, purchase, advertising of properties and businesses;

- (iii) recording persons entering a landlord or seller's property (e.g. for inspection, survey or appraisal purposes);
 - (iv) facilitating the leasing of properties (including advertising the properties) and acting as property manager;
 - (v) providing conveyancing and property settlement services;
 - (vi) providing financial advice and services;
 - (vii) for our internal business operations;
 - (viii) complying with our legal obligations;
 - (ix) advising clients of additional services or information which may be of interest;
 - (x) providing your contact details to our partners and contractors who provide us with services;
 - (xi) maintaining and updating our business infrastructure and systems;
 - (xii) statistical purposes;
 - (xiii) promoting and advertising our business, products and services;
 - (xiv) franchise purposes, including assessment of franchise applications and management of our franchises; and
 - (xv) insurance and governance purposes.
- (c) If we do not collect the personal information or if any of the personal information you provide is incomplete or inaccurate, we may not be able to provide the Services or those Services may be compromised.

4. What personal information do we collect?

The personal information we collect will depend on the Service or Services we provide to you. It may include:

- (a) your name, residential or business address, contact phone numbers, email address;
- (b) family details;
- (c) employment details;
- (d) financial information, including assets, liabilities, income, outgoings, spending patterns and credit reference reports;
- (e) the value of your property;
- (f) insurance details;
- (g) credit card and banking details

- ;
- (h) Sensitive Information;
 - (i) Credit Related Information;
 - (j) information in respect to a will or estate;
 - (k) references (e.g. to support rental arrangements);
 - (l) copies of photo identification (e.g. driver's licence, passport, student ID); or
 - (m) any other personal information relevant to the Service we are providing to you.

5. How do we collect personal information?

(a) We aim to collect personal information directly from you.

(b) We also collect personal information:

(i) from your representatives (e.g. solicitor, accountant or financial adviser);

(ii) through our Website and by other electronic communication channels;

(iii) when sent to us by email or other communication from third parties;

(iv) from publicly available sources of information including social media;

(v) when you transact with our franchisees or if you apply to become a franchisee;

(vi) when we are required to do so by law;

(vii) from Strata or Bodies Corporate, Strata or Body Corporate Managers and On-Site Managers;

(viii) when you enter into a competition or promotion with us or participate in a survey including an 'after sales service' follow-up; and

(ix) from our own records.

(c) If you supply personal information to us about another person, you represent and we accept it on the basis that you are authorised to do so and that the relevant person has consented to the disclosure to us.

(d) Each time you visit our Website our server collects some anonymous information, known as click-stream data, including the type of browser and system you are using, the address of the website you have come from and move to after your visit, the date and time of your visit and your server's IP address. We may collect this information for statistical purposes to find out how our Website is used and navigated, including the number of hits, the frequency and duration of visits and most popular session times. We may use this information to evaluate and improve the Website's performance.

(e) A Cookie is a piece of information that our web server may send to your machine when you visit our Websites. The Cookie is stored on your machine, but does not identify you or give us any information about your computer. A Cookie helps us to recognise you when you re-visit the Website and to co-ordinate your access to different pages on the Website. With most Internet Browsers, you can erase Cookies from your

computer hard drive, block all Cookies, or receive a warning before a Cookie is stored. If you want to do this, refer to your Browser instructions or help screen.

(f) Links on our Website may take you outside our network. These links are provided in good faith. However, we are not responsible for third party sites and accept no responsibility for the content, accuracy, security or function of third party sites.

6. Considerations when you send information to us

(a) While we do all we can to protect your privacy, including investing in specialist security software, no data transfer over the Internet is 100% secure.

(b) If you provide personal information to us electronically, there are ways you can help maintain the security of the information. These include:

- (i) always close your browser when you have finished your user session;
- (ii) do not provide personal information by using a public computer; and
- (iii) never disclosing your user name and password to another person.

(c) You are responsible for all actions taken using your username, email or password. If at any time you believe your username or password have been compromised, change your password and contact us immediately.

7. Disclosing personal information

We may disclose your personal information to third parties in certain circumstances including:

- (a) if you agree to the disclosure;
- (b) when we use it for the purpose for which it was collected, e.g. as part of a sale or leasing process or in the provision of another Service;
- (c) to employees, contractors, franchisees and service providers who assist us in operating our business and providing our Services;
- (d) in circumstances where you would reasonably be expected to consent to information of that kind being passed to a third party;
- (e) where disclosure is required or permitted by law;
- (f) to our Related Entities and franchises;
- (g) if disclosure will prevent or lessen a serious or imminent threat to someone's life or health; or
- (h) where it is reasonably necessary for the enforcement of the criminal law, a law imposing a pecuniary penalty or for the protection of public revenue.

8. When we act as a Credit Assistance Provider

- (a) When we act as a Credit Assistance Provider, we may disclose personal information to our:
 - (i) Related Bodies Corporate;

(ii) Credit Reference Providers;

(iii) brokers;

(iv) approved panel of lenders;

(v) service providers;

(vi) persons taking an interest in the property either as a co-owner, insurer or security provider;

(vii) agents;

(viii) aggregators; and

(ix) mortgage managers

(b) We will use and disclose the personal information disclosed to us in our capacity as Credit Assistance Provider to:

(i) assess whether you may qualify for a loan;

(ii) assist you to decide on a suitable loan;

(iii) assist in the compiling of information and documentation for submission to a potential lender;

(iv) obtain any additional information that may be required by a potential lender including obtaining a credit reference from a Credit Reference Provider or obtaining Repayment History Information;

(v) for administrative and compliance purposes;

(vi) assess and administer commission payable by you; and

(vii) advise you of other financial products and services that may be of interest to you.

9. Disclosure of personal information off-shore

(a) When providing our services (including purchasing or selling a property or arranging finance), we may provide services or disclose personal information in countries other than Australia. This may include Sensitive Information.

(b) In addition to Australia, the countries where information may be disclosed include New Zealand, Hong Kong, Japan, Indonesia, Vanuatu, Papua New Guinea, United Arab Emirates, India, Thailand, Phillipines and other countries from time to time.

(c) Off-shore disclosure may be through arrangements we have with entities in other countries that supply international portals which facilitate the advertising of properties and businesses for sale to overseas buyers.

This includes a concierge service provided for Asian buyers by one of the international portal providers. The concierge receives inquiries in respect to properties or businesses from Asian buyers and refers them to the relevant agent in Australia to progress the inquiry. The concierge also provides an optional translation and communication service with Asian buyers who do not speak English.

(d) The overseas recipient may not be subject to any privacy obligations or to any principles similar to the Australian Privacy Principles. The overseas recipient may also be subject to a foreign law which could compel disclosure of personal information to a third party, for example, an overseas authority.

(e) If you consent to the disclosure and the overseas recipient handles the information in breach of the Australian Privacy Principles, you will not be able to seek redress under the Privacy Act, may not be able to seek redress in the overseas jurisdiction and we will not be accountable under the Privacy Act.

(f) By providing us with personal information, you consent to us using and disclosing your personal information off-shore. If at any time you wish to withdraw your consent, contact our Privacy Officer. However, we may not be able to provide the Services you have requested in whole or in part or those Services may have to be modified.

10. How your information is stored

(a) We take reasonable steps to securely store personal details and information. This includes electronic and physical security measures, staff training, use of password protection software.

(b) When the personal information that we collect is no longer required, we will remove or de-identify the personal information as soon as reasonably possible. We may, however, retain personal information for as long as is necessary to comply with any applicable law, for the prevention of fraud, for insurance and governance purposes, in our IT back-up, for the collection of any monies owed and to resolve disputes.

11. Marketing and opting out

(a) We do not use Sensitive Information for marketing purposes.

(b) If at any time you no longer wish to receive any additional marketing material from us or do not want your information disclosed for direct marketing purposes, contact our office and we will remove your details from our marketing database.

12. How you can update, correct, or delete your personal information

(a) You may request access to your personal information or correct any inaccurate or out of date information you can do this by contacting our office using the details below.

(b) You may request the source of any information we collect from a third party. We will provide this at no cost, unless under the Privacy Act or other law there is a reason for this information being withheld.

(c) If there is a reason under the Privacy Act or other law for us not to provide you with information, we will give you a written notice of refusal setting out the reasons for the refusal except to the extent it would be unreasonable to do so and the mechanisms available to you to complain about the refusal.

(d) You should also contact us immediately if you believe:

(i) someone has gained access to your personal information;

(ii) we have breached our privacy obligations or your privacy rights in any way; or

(iii) you would like to discuss any issues about our privacy policy.

13. Changes to our Privacy Policy

(a) This document sets out our current Privacy Policy.

(b) Our Privacy Policy will be updated from time to time. You should review our Privacy Policy each time you visit our Website or provide us with personal information.

(c) If you would like further information on our Privacy Policy or if you have any concerns over the protection of the information you have given to us or that we have collected from others, please contact us by contacting our office at:

website – www.cullinanpm.com.au

mail – PO Box 945, North Adelaide SA 5006

email – admin@cullinanpm.com.au

More information about your rights and our obligations in respect to privacy and information on making a privacy complaint are available from the Office of the Australian Information Commissioner.

UPDATED OCTOBER 2020.