



POCKET SUPPORT PRIVACY POLICY

1. ABOUT

(1) Welcome to Pocket Support (the '**Platform**'). The Platform is operated by Pocket Support Pty Ltd (ABN 54 668 738 994) ('**Pocket Support**'). The Platform provides NDIS Assistive Technology (equipment, devices and technology to help people with disabilities) and thereby facilitates interactions between:

- (a) People looking to be connected with Providers (the '**Participant**' or '**you**' or '**yours**'); or
- (b) Representatives (authorised family or legal guardian who makes decisions on behalf of Participants) of the Participant (the '**Representative**') with
- (c) NDIS Health Professionals and Support Service Carers and supervisors (the '**Providers**')

making it easier for the Participant or Representative to communicate with Providers and for Providers to deliver NDIS services to Participants in an efficient and secure manner (together, the '**Users**').

- (2) The Platform is designed to assemble a Participants entire NDIS support network and connect them in a singular space to strengthen the coordination, safety, service quality, accountability and development of Participants and the network around them.
- (3) This 'Privacy Policy', which forms a part of our Terms, governs your use of the Platform whether as a Provider, a Participant, or a Representative, ('**User**') and the supply of our products and services ('**Services**'). If you do not agree with the Terms, you must cease usage of the Platform, or any of its services, immediately.
- (4) Pocket Support values transparency and privacy. We are committed to protecting the personal information that we collect, store, and use when you access our Platform and Services ('**Personal Information**').
- (5) We adhere to the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth) (the '**Privacy Act**') and the *Privacy Amendment (Notifiable Information Breaches) Act 2017* (NDB) (together '**Privacy Laws**').
- (6) This Privacy Policy describes how your personal information is managed, collected, and used when you visit or use our Platform and Services.
- (7) We may update this Privacy Policy from time to time to reflect changes in how we handle Personal Information and to reflect any changes to the privacy laws. Updates to this Privacy Policy will be effective upon posting to the Platform.
- (8) By using our Platform, you consent to the collection, processing, and management of Personal Information as set out in this Privacy Policy.

2. REGISTRATION AND ACCEPTANCE OF TERMS

- (1) To obtain access to the Services on our Platform, User must sign up for a customer portal account ('**Account**').
- (2) By signing up for an Account, User will be required to accept the Terms by clicking "I accept" in the User interface as a condition of joining as a User. By clicking the "sign up now" button you agree to our terms and conditions which gives notice to you through our user interface as follows:

By **Registering**, you agree that you've read and accepted our Platform Terms and Conditions and you consent to our Privacy Policy.

3. WHAT PERSONAL INFORMATION IS COLLECTED

- (1) "Personal Information" is information about an individual whose identity is apparent or that can reasonably identify an individual from that information (s 6(1) of the Privacy Act).
- (2) We receive and store Personal Information you provide to us through your use of our Services.
- (3) We may ask you to provide Personal Information such as your name, payment details, address, and email address to enable us to provide you with our Services, to provide you with subscription information, sales, and marketing actions, process your subscription order, provide updates and to meet our contractual obligations.
- (4) This Personal Information may include,
 - (a) First and last name;
 - (b) Gender and date of birth;
 - (c) Disability or disabilities;
 - (d) Sensitive personal data – Physical and Mental Health (document form);
 - (e) NDIS number;
 - (f) Demographic data;
 - (g) Mobile number and email;
 - (h) Address;
 - (i) Payment data;
 - (j) Identity card numbers, passport numbers;
 - (k) Health related care plans (e.g., healthcare support plans, physio reports or behavioral management plans etc.), and
 - (l) any other information reasonably collected or required for the supply of our Services.
- (5) We may collect additional data from Users at other times, including but not limited to, when you provide feedback, when you provide data in connection with the Services, change your content or email preference, respond to surveys and promotions, or communicate with our customer support.
- (6) Pocket Support may also collect any other Personal Information you provide while interacting with us through the supply of our Services.

4. SENSITIVE HEALTH INFORMATION

- (1) User (including authorised family or legal guardian) provides us with express consent to collect health and other information from you that is considered sensitive. You must be adequately informed before giving this consent, you must give this consent clearly and voluntarily, the consent must be current and specific, and you must have the capacity to understand and communicate your consent.
- (2) We are required to collect such Personal Information from you as reasonably required to provide you with our Services, and in accordance with our Privacy Policy. This information is confidential and will only be used by Pocket Support for the purposes of the provision of our Services and as set out in our Privacy Policy unless otherwise required by law.
- (3) We collect sensitive health information from you to provide you with our Services subject to that information being reasonably necessary for the performance of our activities.
- (4) In this Privacy Policy, we also explain to you how we store, protect, and keep your sensitive health information confidential and how and when we disclose it to third parties.
- (5) You own your sensitive health information and can decide who accesses it and you have a right to access it by asking us for a copy. You can add or delete information or change who has a right to access your records by changing the information in your Account and you can also withdraw your consent.

- (6) You can also contact us at any time to request information about the records that we hold about you, to correct any information that we hold about you, to delete any information that we hold about you or to opt out of emails, marketing, or any other notifications that you receive from us. If you agree initially, you can contact us later and ask us not to send you any marketing material or targeted advertising material.
- (7) Pocket Support will never release or disclose any of your sensitive health information or confidential information without your express written consent. However, we may share or disclose your sensitive health information in accordance with our Terms, for example, to your Provider or when your or someone else's health or safety are seriously threatened or when the information will reduce or prevent a serious threat to public health or safety. There are also certain exemptions which may apply in law enforcement situations and in a court of law.
- (8) We may ask you to verify your identity before acting on any of your requests.
- (9) You warrant the Personal Information you provide us is truthful, accurate, current, and complete to the best of your knowledge or belief. We accept no liability in the event you fail to provide us with Personal Information that is truthful, accurate, current and complete.

5. HOW WE COLLECT YOUR PERSONAL INFORMATION

- (1) Pocket Support collects Personal Information from you in a variety of ways, including when you interact with us electronically or in person and when you access our Services.
- (2) We collect Personal Information from Users in the following ways:
 - (a) when they register an enquiry;
 - (b) when we receive enquiries through the Platform or when the Platform is otherwise accessed or used;
 - (c) when we receive enquiries via email; and
 - (d) from third party service providers engaged to supply services to us (for example, professional or expert services), who provide information to us or invoice us for the provision of services.
- (3) We may also receive Personal Information from third parties in connection with the supply of our Services. If we do, we will protect your Personal Information in accordance with this Privacy Policy.

6. HOW WE USE YOUR PERSONAL INFORMATION

- (1) Pocket Support uses your Personal Information and you consent to us using your Personal Information to:
 - (a) supply you with our Services in accordance with our **Terms**;
 - (b) provide you with information and updates about our Services;
 - (c) communicate with you by a variety of measures or enable use of our Platform communication tools (e.g., calling (VOIP), messaging and video calling) including, but not limited to, communications from us by telephone, email, SMS, or mail;
 - (d) manage, research, and develop our Services including through data analytics;
 - (e) administer our business activities; and
 - (f) investigate any complaints.
- (2) If you choose to withhold your Personal Information, it may not be possible for us to provide you with our Services or for you to access certain parts of our digital content and for us to respond to your query.

7. DISCLOSURE OF YOUR PERSONAL INFORMATION AND THIRD PARTIES WITH ACCESS TO IT

- (1) We will only share your Personal Information where you have given us your consent, and only for the purposes described in this Privacy Policy.

- (2) We may disclose your Personal Information to any of our employees, officers, insurers, professional advisers, agents, suppliers, or subcontractors insofar as reasonably necessary for the purposes set out in this Privacy Policy. Personal data is only supplied to a third party when it is required for the delivery of our Services.
- (3) We may share your Personal Information with third-party service providers to help us provide our Services, and to provide you with a payment platform. Our third-party service providers are located in Australia.
- (4) When we disclose your data to third-party service providers, we do so on the basis that your data is treated with confidence, and only used for the limited purpose of providing support to our Services and Services, and in manner consistent with this Privacy Policy.
- (5) We may from time to time need to disclose Personal Information to comply with a legal requirement, such as a law, regulation, court order, subpoena, warrant, in the course of a legal proceeding or in response to a law enforcement agency request.
- (6) If there is a change of control in our business or a sale or transfer of business assets, we reserve the right to transfer to the extent permissible at law our User databases, together with any Personal Information and non-Personal Information contained in those databases.

8. SECURITY OF YOUR PERSONAL INFORMATION

- (1) We are committed to ensuring that the data you provide to us is secure.
- (2) To prevent unauthorized access or disclosure, we have put in place suitable physical, electronic, and managerial procedures, such as encryption of Personal Information, to safeguard and secure data and protect it from misuse, interference, loss and unauthorised access, modification, and disclosure.

9. NOTIFIABLE DATA BREACH ('NDB')

- (1) The security of your data is important to us but no method of transmission over the Internet 100% private and secure. We do not guarantee or warrant the absolute privacy or security of any data we collect from or about you.
- (2) The Internet is an insecure medium and users should be aware that there are inherent risks transmitting information across the Internet. Information submitted unencrypted via electronic mail or web forms may be at risk of being intercepted, read, or modified.
- (3) A reportable "Data Breach" is a security incident where the integrity of Personal Information is compromised through being destroyed, lost, altered, corrupted, disclosed or accessed by an unauthorized person where it is likely to result in serious harm to any individual affected.
- (4) We have procedures and systems in place including a data breach incident response plan, specific data breach policies and procedures and personnel to deal with an actual or suspected "Data Breach" and will notify you and the applicable regulator in accordance with our obligations under the Privacy Laws and the NDB.
- (5) Please report to Pocket Support any actual or suspected data breaches for investigation by using the contact details provided below.

10. ACCESS TO AND HOW YOU CAN CONTROL YOUR PERSONAL INFORMATION

- (1) You may request details of Personal Information that we hold about you in accordance with the provisions of the *Privacy Act 1988* (Cth).
- (2) If you would like a copy of your data or believe that your data is inaccurate, out of date, incomplete, or irrelevant, or wish to withdraw your consent, please contact us as [How to Contact Us](#).

11. THIRD-PARTY TOOLS AND COOKIES

- (1) We may use technologies and third-party services that use Google Analytics, pixels, tags, and web beacons (code snippets) on our Services to improve user experience, the supply of our Services and to analyze how our Services are used.
- (2) The information collected is mostly anonymous traffic data aside from the approximate location (IP address) and may include browser type, device information, and language. The information collection is in aggregate form so that it cannot identify any individual user and provides an overview of how people use our Services. It is not used for any additional purpose.
- (3) Cookies are small text files that can be stored on your computer, tablet, or mobile device when you visit a Platform. These small files contain information about browsing activity. Cookies are used to identify you when you come back to a Platform and store details about your use of the Platform. In addition, cookies can be used to analyse traffic and may be used to serve relevant ads to Platform visitors through third party services such as Google AdWords.
- (4) We may use persistent and session cookies to track your use of our Platform. Persistent cookies are stored as a file on your computer and remain there when you close your web browser. Session cookies are only stored on your computer during your web session and are automatically deleted when you close your browser.
- (5) We use cookies to improve user experience. This enables us to understand how you use the site and track any patterns with regard to how you are using our Platform. Cookies allow us to distinguish you from other users, so that we can recognise you each time you visit. Cookies also allow us to store user preferences and provide you with a positive experience when you browse this Platform, including enabling you to personalise Platform settings.
- (6) You may opt-out from the collection of cookies by editing your browser options, but certain features of our Services will not function if you disable cookies. To find out how to manage cookies on browsers, visit the specific browser developer's Platform. To opt out of being tracked by Google Analytics, visit <https://tools.google.com/dlpage/gaoptout>.

12. LINKS

Our Services may from time to time have links to other sites not owned or controlled by us. Links to third party sites do not constitute sponsorship or endorsement or approval of these sites. Pocket Support is not responsible for the privacy practices of other such sites.

13. COMPLAINTS ABOUT PRIVACY

If you have any complaints about our privacy practices, please contact us. We take privacy seriously and will respond promptly to your notice.

14. HOW TO CONTACT US

- (1) This Platform is owned and operated by Pocket Support Pty Ltd (ABN 54 668 738 994).
- (2) Our principal place of business is at PO Box 16, Caloundra QLD 4551, Australia.
- (3) User can contact us by email at the following address: Mthompson@pocketsupport.com.au

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