

PRIVACY POLICY, TERMS OF USE AND DISCLAIMER FOR MANKARA

PRIVACY POLICY – MANKARA

This privacy policy sets out how Southcare Inc, the developers of Mankara (**Mankara, us or we**) uses and protects any information that you give Mankara.

Privacy is something Mankara takes seriously. Mankara is committed to protecting personal information by complying with relevant laws. Mankara takes steps to protect your personal information from misuse and to collect, manage, use and disclose your personal information as described in this privacy policy and in accordance with the *Privacy Act 1988* (Cth).

This privacy policy does not apply to personal information collected, or otherwise obtained, by Mankara in relation to current and former employees and which relates directly to the employment relationship that exists, or existed, between Mankara and its current and former employees.

Management of personal information

We make our privacy policy available on our website located at www.mankara.com.au. If you would like more information, or have any other questions about this privacy policy, please contact us by:

- email: enquiries@mankara.com.au
- phone: 9450 6233 or
- post: 53 Bickley Crescent, Manning WA 6152

Personal information

Personal information means information or an opinion about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion.

When you visit our website, our server automatically records some general information about your visit, but does not recognise or record any individual information about you. The information we record and use for statistical purposes is:

- your server address;
- the date and time of your visit;
- the pages accessed and documents downloaded;
- the previous site visited; and
- the type of browser used.

We can only identify you personally if you give us this information voluntarily. The personal information which we may collect, store, use and disclose may include:

- your name;
- your contact details, such as your email address;
- any other personal information provided by you during the course of your interactions or correspondence with Mankara.

If you apply for a job with us, or decide to purchase a property from us, the personal information which we may collect, store, use and disclose may also include:

- your banking details and/or credit card details;
- your age or date of birth; and
- your employment history;
- your tax file number, Centrelink and superannuation information;
- educational qualifications; and

- your date of birth, gender and current occupation.

Some personal information is considered 'sensitive information' for the purposes of the Privacy Act.

The sensitive information which we may collect, store, use and may disclose may include (depending on the context) information or an opinion about an individual's:

- health;
- race or ethnic origin, language group, and the existence or otherwise of any native title claims or groups to which you are a member; and
- criminal record.

Collection of personal information

We only collect personal information by lawful and fair means where reasonably necessary for our functions and activities.

We collect personal information which:

- you provide in the course of engaging with us;
- you provide in the course of applying for employment positions at Mankara;
- you provide to us in order to subscribe to our mailing list;
- is provided to us by third parties who have disclosed that information to us with your consent (and only if it would be unreasonable or impracticable to collect the information directly from you);
- you provide to us in the course of updating or changing your details;
- is contained in documents or correspondence you provide to us; or
- you provide to us in person, by phone, by post, via our website or via other forms of electronic communication (including via social media).

When asking you to provide personal information, Mankara will inform you of the purpose of gathering such information, the nature of the third parties to whom Mankara will provide that information (if any), and Mankara's contact point. We will not disclose information on you without your consent.

If we receive unsolicited personal information about you and we determine that we could not have collected the unsolicited personal information had it been solicited, we will destroy or de-identify that unsolicited information as soon as practicable, provided it is lawful and reasonable to do so.

Use and disclosure

We may collect, store (in hard copy or electronic form), use or disclose and otherwise process your personal information for the primary purpose of conducting and supporting our functions or activities. Without limiting the foregoing, we may collect, store, use or disclose your personal information:

- to provide you with one of our services;
- to send you updates and newsletters;
- to contact you should we need to;
- to address any enquiries, complaints or feedback from you; or
- to do anything Mankara is required or authorised by law to do.

Further, we may disclose your personal information to:

- third parties where you have given your consent (express or implied);
- government agencies or other similar entities as required or permitted by law; and

- our professional advisors, contractors or other service providers whom Mankara may engage from time to time to carry out, advise or assist with the carrying out of the functions or activities of Mankara.

Mankara will not use your personal information for a secondary purpose unless:

- you consent to the use or disclosure or you would reasonably expect us to use it for a secondary purpose which is related to the primary purpose;
- the use or disclosure is required or authorised by law; or
- the use or disclosure is otherwise permitted by the Privacy Act.

Security of personal information

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and store the information we collect.

Adoption, use or disclosure of government related identifiers

Where we collect your personal information, it will usually be identified by a common identifier, such as your name, address or contact details.

Subject to certain exceptions under the Privacy Act, Mankara will not disclose identifiers assigned by Government agencies or their agents, such as tax file numbers, or use those identifiers to identify your personal information.

Access to Personal Information

Subject to any exceptions in the *Privacy Act*, if you wish to access the personal information that we hold, you have a right to request access to it. If you wish to obtain the personal information that Mankara holds in relation to you, please contact us on the details provided above. We may ask you to provide proof of your identity if you request access to or correction of your personal information.

We will provide the personal information that you have requested as soon as possible. A small fee may be payable.

Correction of personal information

Mankara takes reasonable steps to keep your personal information as accurate, complete and up-to-date as possible. Whilst Mankara makes an effort to ensure this data is correct, this relies on the accuracy and frequency of data provided by you.

If Mankara holds personal information about you and you request that Mankara corrects the information, please contact us on the details provided above.

We will take all reasonable steps to correct any information found to be incorrect.

Direct marketing

Unless you request otherwise, Mankara may use your personal information for marketing purposes to send you news, information about our activities and general promotional material which we believe may be useful or of interest to you. If you do not want Mankara to use your personal information in this manner, please contact us using the contract details provided above and we will process your request soon as possible.

This direct marketing may include, from time-to-time, emails to your email address (if voluntarily provided) or Facebook advertising where we share targeted information with you which we think you might be interested in. A pixel or a cookie is contained on our website for that purpose.

Direct marketing will be undertaken in accordance with the relevant provisions of Australian Privacy Principle 7 and the *Spam Act 2003* (Cth).

Complaints and questions

If you wish to make a complaint about a breach of your privacy by Mankara, you may contact us using the contact details provided above. All complaints will be investigated by an appropriately qualified representative of Mankara. We will endeavour to resolve your complaint as quickly as possible and, in any event, within 30 days.

We will notify you of the outcome of the investigation, including how we propose to resolve your complaint and what, if any, corrective measures we will implement.

If you are not satisfied with our handling of your complaint, you may lodge a complaint with the OAIC. For more information about doing so, visit <https://www.oaic.gov.au/privacy/privacy-complaints/>.

Changes to privacy policy

Mankara reserves the right to amend this privacy policy from time to time. If we do so, the amended privacy policy will be posted as soon as practicable following that amendment on our website at www.mankara.com.au.

TERMS OF USE - MANKARA

This website (**Website**) is brought to you by Southcare Inc, the developers of Mankara (**Mankara, us or we**).

These terms of use (**Terms**), which incorporate our Privacy Policy and Disclaimer and other documents referred to within these Terms, govern your use of the Website.

By browsing, accessing, visiting or otherwise using any part of our Website, you agree to be legally bound by these Terms. We may change these Terms at any time. Any revised Terms will be made available on our Website and by continuing to use the Website you agree to be bound by any revised Terms.

By using the Website, you represent, acknowledge and agree that you are at least 18 years of age or, if you are under 18 years of age (a minor), that you are using the Website with the consent of your parent or legal guardian to use the Website pursuant to the Terms. If you are a parent or legal guardian of a minor, you agree to bind the minor to these Terms.

1. INFORMATION ON THIS WEBSITE

The Website and the content and information on the Website (**Content**) are subject to copyright, trade mark and other intellectual property rights. These rights are owed by, or licensed to, Mankara.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Website or Content without express written permission by us. Unless we agree otherwise in writing, you are provided with access to this website only for your personal use. You are authorised to print a copy of any information contained on this website for your personal use, unless such printing is expressly prohibited. Without limiting the foregoing, you may not without our written permission on-sell information obtained from this website.

To the maximum extent permitted by law, we do not accept responsibility for any loss, damage, cost, expense or injury you or a third party suffers as a result of reliance by you upon the accuracy or currency of Website and the Content.

We have made every effort to display Content as accurately as possible. However, due to photographic and screen limitations associated with representation of the Content, some differences in visual appearance (for example, in colour) may be present on the Website.

2. THIRD PARTY CONTENT AND THIRD PARTY WEBSITES

We may provide access to the content of third parties (**Third Party Content**) and links to third-party websites (**Third Party Websites**). We do not monitor, approve or have any control over any Third Party Websites and the inclusion of Third Party Content (including links to the Third Party Websites) does not imply any association or relationship between us and the third party. You acknowledge and agree that we provide access to such Third Party Websites "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of Third Party Websites or Third Party Content.

Complaints, claims, concerns or questions regarding Third Party Content, including Third Party Websites, should be directed to the relevant third party.

3. PRIVACY

Privacy is something that Mankara takes seriously. Your submission of personal information through our Website is governed by our Privacy Policy. Our Privacy Policy is available at www.mankara.com.au.

4. USER CONDUCT

In addition to other prohibitions as set forth in the Terms, you are prohibited from using the Website or its content:

- a. for any unlawful purpose;
- b. to solicit others to perform or participate in any unlawful acts;
- c. to violate any international, federal, state or territory regulations, rules, laws, or local ordinances;
- d. to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- e. to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- f. to submit false or misleading information;
- g. to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Website or of any related website, other websites, or the Internet;
- h. to collect or track the personal information of others;
- i. to spam, phish, pharm, pretext, spider, crawl, or scrape;
- j. for any obscene or immoral purpose;
- k. to transmit any worms or viruses or any code of a destructive nature; or
- l. to interfere with or circumvent the security features of the Service, the Website, or any related website, other websites, or the internet.

We reserve the right to terminate your use of the Website or any related website for violating any of the prohibited uses.

5. LINKS TO OUR WEBSITE

Unless we agree otherwise in writing, we give no licence to use or exploit any intellectual property rights in any Content (including information and content such as films, sound recordings, literary works and artistic works, whether in a material form or not). Without limiting the preceding sentence, any uses or disclosures (including reproductions and communications to the public) of any Content by you and by any controlled persons must be subject to you:

- a. ensuring that those uses and disclosures are undertaken at your and their own risk, including the risk of being sued for intellectual property infringement or misleading or deceptive conduct;
- b. ensuring that all links to any Content are never presented or useable in a way where the presentation or use of the link does not make it obvious to a viewer or user of the links or linked Content that the source of the Content is this Website;
- c. ensuring that anyone by whom your and their links to the Content may be used or disclosed are the same as those who may access the Content directly from this Website; and
- d. being otherwise subject to our directions, including any take down, cease or desist directions.

6. INDEMNITY

You agree to indemnify, defend and hold harmless us, our directors, officers, employees, affiliates, agents, contractors, suppliers, service providers or licensors, from any claim or demand, including reasonable solicitors' fees, made by any third party due to or arising out of your breach of these Terms or the documents they incorporate by reference, or your violation of any law or the rights of a third party.

This clause survives termination of these Terms.

7. WARRANTIES AND DISCLAIMERS

The Website and its content is provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

While we endeavor to provide a convenient and functional Website, we do not guarantee, represent or warrant, whether express or implied, that the Website and the Content will meet your purposes or requirements, is accurate, complete or reliable, that your use of our Website will be uninterrupted, timely, secure or error-free, or that the Website is free of viruses or other harmful components.

The Website and Content and images that have been prepared prior to the completion of detailed designs and construction are compiled for your information only and are intended for general reference only. They do not constitute an offer or inducement to enter into a legally binding contract. Prospective purchasers must conduct, and rely on, their own enquiries.

Specific disclaimers that may apply to particular Content are available here:

All information, images and pricing (**Information**) on this website have been prepared prior to completion of the detailed design, engineering and construction elements of the project by Mankara.

The Information is indicative only and is for general reference only. Accordingly, the Information may not be identical to how the development may appear at completion and is subject to change. Mankara may make changes during development and construction at its discretion and without notice, and otherwise in accordance with any contract or agreement, or planning or authority requirements. Some features have additional costs. Furniture, fixtures and fittings are not included unless otherwise stated.

Whilst all Information has been prepared with care, Mankara neither makes any representation or warranty, express or implied, as to the accuracy or currency of the Information provided nor accepts any responsibility or liability for any error or omissions. Prospective purchasers must conduct, and rely on, their own enquiries. The Information does not form part of any contract of sale of any property in relation to the development.

This clause survives termination of these Terms.

8. LIMITATION OF LIABILITY

In no case shall we, our directors, officers, employees, affiliates, agents, contractors, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of the Website or the Content, or for any other claim related in any way to your use of the Website or the Content, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Website, and product or service procured as a result of using the Website, or any content posted, transmitted, or otherwise made available via the Website, even if advised of their possibility.

Some jurisdictions do not allow, or place limits on, the exclusion or the limitation of liability in certain circumstances. In such jurisdictions, the provisions of this clause 7 apply to the maximum extent permitted by law.

This clause survives termination of these Terms.

9. TERMINATION

We reserve our right to discontinue, suspend or terminate your access to the Website without notice and in our sole and absolute discretion.

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of these Terms for all purposes.

10. SEVERABILITY

In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms. Such determination shall not affect the validity and enforceability of any other remaining provisions.

11. APPLICABLE LAW AND JURISDICTION

These Terms and any separate agreements shall be governed by and construed in accordance with the laws of Western Australia.

Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to these Terms and waives any objection they may now or in the future have to the venue of any proceedings, and claim if it may now or in the future have that any proceedings have been brought in a convenient forum, if that venue falls within this clause 10.

12. CONTACT

If you have concerns relating to the Website or these Terms, please contact us via:

Email: info@mankara.com.au

Post: 53 Bickley Crescent, Manning WA 6152

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Correct at 9 December 2020