

Privacy Policy

This Privacy Policy describes how your personal information is collected, used, and shared when you visit or make an enquiry at www.hobarthousepainter.com.au (the "Site").

PERSONAL INFORMATION WE COLLECT

When you visit the Site, we automatically collect certain information about your device, including information about your web browser, IP address, time zone, and some of the cookies that are installed on your device. Additionally, as you browse the Site, we collect information about the individual web pages or products that you view, what websites or search terms referred you to the Site, and information about how you interact with the Site. We refer to this automatically collected information as "Device Information".

Email marketing (if applicable): With your permission, we may send you emails about our business, new offers/services and other updates.

Text marketing (if applicable): With your permission, we may send text messages about our business, new offers/services, and other updates.

We may collect Device Information using the following technologies:

- "Cookies" are data files that are placed on your device or computer and often include an anonymous unique identifier. For more information about cookies, and how to disable cookies, visit <http://www.allaboutcookies.org>.
- "Log files" track actions occurring on the Site, and collect data including your IP address, browser type, Internet service provider, referring/exit pages, and date/time stamps.
- "Web beacons", "tags", and "pixels" are electronic files used to record information about how you browse the Site.

Additionally, when you make a query through the Site, we collect certain information from you, including your name, and email address. We refer to this information as "Enquiry Information".

When we talk about "Personal Information" in this Privacy Policy, we are talking both about Device Information and Enquiry Information.

HOW DO WE USE YOUR PERSONAL INFORMATION?

We use the Enquiry Information that we collect generally to fulfill any enquiries made through the Site. Additionally, we use this Information to:

- Communicate with you;
- Screen our enquiries for potential risk or fraud; and
- When in line with the preferences you have shared with us, provide you with information or advertising relating to our products, services or special offers.

We use the Device Information that we collect to help us screen for potential risk and fraud (in particular, your IP address), and more generally to improve and optimize our Site (for example, by generating analytics about how our customers browse and interact with the Site, and to assess the success of our marketing and advertising campaigns).

SHARING YOUR PERSONAL INFORMATION

We may share your Personal Information with third parties to help us use your Personal Information, as described above.

Finally, we may also share your Personal Information to comply with applicable laws and regulations, to respond to a subpoena, search warrant or other lawful request for information we receive, or to otherwise protect our rights.

SMS/MMS MOBILE MESSAGE MARKETING PROGRAM TERMS AND CONDITIONS

By using the service, you agree to receive marketing material from us by email, mail, MMS and SMS and other forms of direct and electronic communication.

User Opt Out: If you do not wish to continue participating in the Program or no longer agree to this Agreement, you agree to reply STOP, END, CANCEL, UNSUBSCRIBE, or QUIT to any mobile message from Crown & Paw in order to opt out of the Program. You may receive an additional mobile message confirming your decision to opt out. You understand and agree that the foregoing options are the only reasonable methods of opting out. You also understand and agree that any other method of opting out, including, but not limited to, texting words other than those set forth above or verbally requesting one of our employees to remove you from our list, is not a reasonable means of opting out.

Program Description: Without limiting the scope of the Program, users that opt into the Program can expect to receive messages concerning the marketing and sale of our services. Messages outside of this scope may not be allowed under the TCPA}. Messages may include checkout reminders.

Cost and Frequency: Message and data rates may apply. Message frequency varies. The Program involves recurring mobile messages, and additional mobile messages may be sent periodically based on your interaction with Us.

Support Instructions: For support regarding the Program, text "HELP" to the number you received messages from or email us at enquiries@hobarthousepainter.com.au. Please note that the use of this email address is not an acceptable method of opting out of the program. Opt outs must be submitted in accordance with the procedures set forth above.

MMS Disclosure: The Program may send SMS TMs (terminating messages) if your mobile device does not support MMS messaging.

Our Disclaimer of Warranty: The Site is offered on an "as-is" basis and may not be available in all areas at all times and may not continue to work in the event of product, software, coverage or other changes made by your wireless carrier. We will not be liable for any delays or failures in the receipt of any mobile messages connected with this Program. Delivery of mobile messages is subject to effective transmission from your wireless service provider/network operator and is outside of Our control. Carriers are not liable for delayed or undelivered mobile messages.

Participant Requirements: You must have a wireless device of your own, capable of two-way messaging, be using a participating wireless carrier, and be a wireless service subscriber with text messaging service. Not all cellular phone providers carry the necessary service to participate. Check your phone capabilities for specific text messaging instructions.

Age Restriction: You may not use or engage with the Platform if you are under thirteen (13) years of age. If you use or engage with the Platform and are between the ages of thirteen (13) and eighteen (18) years of age, you must have your parent's or legal guardian's permission to do so. By using or engaging with the Platform, you acknowledge and agree that you are not under the age of thirteen (13) years, are between the ages of thirteen (13) and eighteen (18) and have your parent's or legal guardian's permission to use or engage with the Platform, or are of adult age in your jurisdiction. By using or engaging with the Platform, you also acknowledge and agree that you are permitted by your jurisdiction's Applicable Law to use and/or engage with the Platform.

Prohibited Content: You acknowledge and agree to not send any prohibited content over the Platform. Prohibited content includes:

- Any fraudulent, libelous, defamatory, scandalous, threatening, harassing, or stalking activity;
- Objectionable content, including profanity, obscenity, lasciviousness, violence, bigotry, hatred, and discrimination on the basis of race, sex, religion, nationality, disability, sexual orientation, or age;
- Pirated computer programs, viruses, worms, Trojan horses, or other harmful code;
- Any product, service, or promotion that is unlawful where such product, service, or promotion thereof is received;
- Any content that implicates and/or references personal health information that is protected by the Health Insurance Portability and Accountability Act ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITEC" Act); and
- Any other content that is prohibited by Applicable Law in the jurisdiction from which the message is sent.

Dispute Resolution: In the event that there is a dispute, claim, or controversy between you and Us or any other third-party service provider acting on Our behalf to transmit the mobile messages within the scope of the Program, arising out of or relating to federal or state statutory claims, common law claims, this Agreement, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, such dispute, claim, or controversy will be, to the fullest extent permitted by law, determined by arbitration in Australia before one arbitrator.

Miscellaneous: You warrant and represent to Us that you have all necessary rights, power, and authority to agree to these Terms and perform your obligations hereunder, and nothing contained in this Agreement or in the performance of such obligations will place you in breach of any other contract or obligation. The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any new features,

changes, updates or improvements of the Program shall be subject to this Agreement unless explicitly stated otherwise in writing. We reserve the right to change this Agreement from time to time. Any updates to this Agreement shall be communicated to you. You acknowledge your responsibility to review this Agreement from time to time and to be aware of any such changes. By continuing to participate in the Program after any such changes, you accept this Agreement, as modified.

DO NOT TRACK

Please note that we do not alter our Site's data collection and use practices when we see a Do Not Track signal from your browser.

YOUR RIGHTS

If you are a European resident, you have the right to access personal information we hold about you and to ask that your personal information be corrected, updated, or deleted. If you would like to exercise this right, please contact us through the contact information below.

Additionally, if you are a European resident, we note that we are processing your information in order to fulfill contracts we might have with you (for example if you make an order through the Site), or otherwise to pursue our legitimate business interests listed above. Additionally, please note that your information will be transferred outside of Europe, including to Australia.

DATA RETENTION

When you place an order through the Site, we will maintain your Order Information for our records unless and until you ask us to delete this information.

CHANGES

We may update this privacy policy from time to time in order to reflect, for example, changes to our practices or for other operational, legal or regulatory reasons.

CONTACT US

For more information about our privacy practices, if you have questions, or if you would like to make a complaint, please contact us by e-mail at enquiries@hobarthousepainter.com.au.