

Online Terms and Conditions

In short referred to as CXC GLOBAL's "Online Terms".

Read these Online Terms to understand how CXC GLOBAL:

- operates and regulates its online sites including its social media sites;
- operates any online interactions and transactions; and
- handles your personal information when you interact with us online (see terms 22 to 31).

1. About CXC GLOBAL's online sites

- 1.1. CXC Global PTY LTD ABN 42 130 335 849, trading as CXC GLOBAL ("CXC GLOBAL", "we" or "us") operates CXC GLOBAL online sites ("Online Site(s)"), including our:
 - 1.1.1. main website (www.CXCGlobal.com) including its related transactional domains and pages) ("Main Site");
 - 1.1.2. mobile device site (m.CXCGlobal.com) ("Mobile Site") which for the purposes of these online terms forms part of the Main Site;
 - 1.1.3. social media site(s) ("Social Media Site(s)") as operated from time to time;

Please be aware that certain parts of our Main Site and/or Mobile Site may additionally function as a Social Media Site. By this we mean that the information and content you submit to a social media section of our Main Site and/or Mobile Site will be freely visible to other website users. Any social media sections of our Main Site and/or Mobile Site will be either clear to you from their design, or we will otherwise inform you of their public nature. Any information or content you supply to our Social Media Site(s) will be treated by CXC GLOBAL in accordance with terms 7 and 25, and otherwise in accordance with these Online Terms (as relevant).

- 1.2. CXC GLOBAL may operate an Online Site for its own benefit and/or for the benefit of one or more of its related bodies corporate, which collectively form the CXC Global Group of companies ("CXC Global Group").
- 1.3. Our Online Site (including any sub-pages, related transactional domains and pages, or other CXC GLOBAL-branded online pages which include an authorised link to an Online Site) may include product advertising, services, information, text, graphics, materials, social media forums, applications, functions and promotions, unless disclaimed otherwise or where not permitted by law or by an online host site's rules ("Site Content"). Your use of any of our Online Sites, including any Site Content, is governed by these Online Terms.
- 1.4. In addition to these Online Terms, other terms of use or conditions may apply to your use of any of our Online Sites (or parts thereof) or to any products or services offered via our Online Sites. If such additional terms of use or conditions apply, we will bring them to your attention and you will be bound by them. For example, should you decide to participate in a promotion that is advertised or otherwise featured on one or more of our Online Sites, you will be additionally bound by the relevant terms and conditions for entry into that promotion. Should any term within these Online Terms conflict with a promotion's terms and conditions, the latter will prevail to the extent of the conflict.
- 1.5. CXC GLOBAL owns and operates the Main Site and the Mobile Site (which forms part of the Main Site). These Online Sites include all web pages under or forming part of the domain name CXCGlobal.com and m.cxcglobal.com (as relevant). Our Mobile Site is designed for use by portable electronic devices such as smart phones or tablet computers. CXC GLOBAL disclaims that our Mobile Site may not operate (or may not operate fully) on some types of portable electronic devices. If you experience difficulty in accessing or using our Mobile Site, you should access our Main Site (www.CXCGlobal.com) using a modern web browser on a personal computer with a screen diameter of 10 inches or greater. The relevant versions of the our Apps and online sites are designed for use on (i) Apple Incorporated's compatible electronic devices including iPhone, iPad and iPod Touch, (ii) electronic devices compatible with Android™ apps, such as available from the Google Play™ Store or the Samsung™ app store.
- 1.6. As part your use of our Online Sites or Site Content you may need to agree to the terms of use of a website or application that is owned and/or hosted by one or more third party providers. If any term within these Online Terms should conflict with any third party's terms of use, the later will prevail to the extent of the conflict insofar as your use or access to that third party site or third party application is concerned.
- 1.7. As CXC GLOBAL's Online Sites develop and as technology evolves, CXC GLOBAL will continue to strive to provide you with better online services. CXC GLOBAL encourages you to review these Online Terms as they will be updated from time to time.

2. Links to third party websites or applications

- 2.1. An Online Site may contain links to other websites (including other social media websites) or applications which are owned or operated by third parties independent of CXC GLOBAL ("Third Party Sites"). CXC GLOBAL does not sponsor, endorse or approve of the operators of Third Party Sites, or material (including services, information, graphics, or data) which is located on such Third Party Sites ("Third Party Material").

- 2.2. An Online Site may contain or link to information about special offers, deals or promotions by persons not related to or part of CXC GLOBAL ("Third Party Offers"). CXC GLOBAL does not sponsor, endorse or approve of any Third Party Offers or Third Party Material associated with these offers.
- 2.3. Subject to any applicable law which cannot be excluded, CXC GLOBAL makes no warranties or representations:
 - 2.3.1. regarding the quality, accuracy, merchantability or fitness for purpose of Third Party Material, or products or services available through Third Party Sites; or
 - 2.3.2. that Third Party Material does not infringe the intellectual property rights of any person.
- 2.4. CXC GLOBAL is not authorising the reproduction of Third Party Material by linking Site Content to Third Party Material.
- 2.5. When following a link on an Online Site, material at a Third Party Site may be displayed in your browser framed by Site Content. This material is also Third Party Material for the purpose of these Online Terms.
- 2.6. As part your use of our Online Sites or Site Content you may need to agree to the terms of a Third Party Site. If any term within these Online Terms should conflict with any third party's terms of use, the latter will prevail to the extent of the conflict insofar as your use or access to that Third Party Site is concerned.

3. **Your privacy**

Your privacy and security are important to CXC GLOBAL. Read terms 22-31 for information (the 'Privacy Statement' component) about how CXC GLOBAL handles the information you provide it when you use one of our Online Sites.

4. **CXC GLOBAL's Main Site:** About Us, our services, our people, and subsidiaries.

4.1. Main Site content

The CXC GLOBAL Main Site contains both information of a general nature about CXC GLOBAL and CXC GLOBAL's products and services. Some parts of the CXC GLOBAL Main Site may also enable you to log into our portals as well as the ability to use CXC GLOBAL's online tools at the self service part of the Main Site ("CXC GLOBAL's online tools") subject to these Online Terms, including the specific terms of use for CXC GLOBAL's online tools set out in term 5.

5. **CXC GLOBAL's Main Site:** CXC GLOBAL's online tools

5.1. CXC GLOBAL's online tools (which form part of our Main Site) enable you to:

- 5.1.1. view, manage and change certain details of certain CXC GLOBAL contracts types online ("contract / account management");
- 5.1.2. lodge timesheets online for certain CXC GLOBAL account types ("Timesheet lodgement"); and

5.2. Availability of CXC GLOBAL's online tools

- 5.2.1. CXC GLOBAL's online tools are not available, or not fully available, for all of CXC GLOBAL's products, account types or Timesheet types.
- 5.2.2. In addition, CXC GLOBAL's online tools account management function is available for Contractors, Recruitment Agencies and our Corporate Clients.
- 5.2.3. You will need to contact CXC GLOBAL or the relevant subsidiary in relation to accounts you cannot access via CXC GLOBAL's online tools if you wish to perform any online activity or wish to request transactions or information about any of those accounts you hold.

5.3. Accessing CXC GLOBAL's online tools

- 5.3.1. Some of CXC GLOBAL's online tools are only accessible to you if you have "logged in" by providing certain details as requested by CXC GLOBAL on the log-in, registration and/or authentication pages of CXC GLOBAL's online tools, relating to you and/or one of your insurance policies currently held with CXC GLOBAL (collectively, this information is your "Login"). You will only be able to "log-in", generate a Login, and use CXC GLOBAL's online tools if you hold at least one current CXC GLOBAL account for which CXC GLOBAL's online tools are available.
- 5.3.2. For accounts created on or after 11 February 2014 or renewed on or after 1st April 2014, you will be required to supply a valid email address to register for CXC GLOBAL's online tools. The username component of your Login will be the email address you select or which you have previously associated with your CXC GLOBAL policy. You should select an email that only you have access to, since we may communicate with you using that address.
- 5.3.3. If you hold an account for which CXC GLOBAL's online tools are available, and that account is held in a company, trust or similar single entity name (rather than a person's first and surname), you will need to call CXC GLOBAL office in your country to register for CXC GLOBAL's online tools. We can do this for

you in a few minutes, since our online registration page doesn't currently cater for certain accounts name types.

- 5.3.4. You must not provide details of your Login to any other person. You must not allow any other person to use your Login.
 - 5.3.5. You must not use CXC GLOBAL's online tools to access or modify the details of another person or their account, or submit a timesheet, expense claims or other materials on their behalf, without their clear authority. Criminal penalties may apply if you do so.
 - 5.4. Amending your account details using CXC GLOBAL's online tools
During the term of your account, and using CXC GLOBAL's online tools, you may have the option of adding, removing or amending certain details on your account.
 - 5.5. Termination of Access to CXC GLOBAL's online tools
Term 17 of these Online Terms applies in full.
6. **CXC GLOBAL's standard terms** and acceptance criteria apply
All enquiries made via any of our Online Sites are subject to and must comply with CXC GLOBAL's normal acceptance criteria and are governed by the normal terms and conditions applying to each product or service requested.
7. **Social media content** you submit to our Social Media Sites
- 7.1. When a user of any of our Social Media Sites ("Social Media Site User") submits any personal information or materials via a Social Media Site including text, comments, recordings, images or otherwise ("Social Media Site User Content"), the Social Media Site User, unless CXC GLOBAL advises otherwise, licenses and grants CXC GLOBAL, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display such Social Media Site User Content for any purpose in any media (including but not limited to, company brochures and other marketing and/or advertising material), without compensation, restriction on use, attribution or liability. CXC GLOBAL qualifies this term 7.1 by stating that any recruitment application or related correspondence, which is not provided by way of an open public forum or other public process, will be treated by CXC GLOBAL in accordance with clause 26.3.
 - 7.2. Users agree that they are fully responsible for the Social Media Site User Content they submit. CXC GLOBAL shall not be liable in any way for such Social Media Site User Content to the full extent permitted by law and shall not be deemed or considered to in any way authorise, endorse, approve or support any material submitted by any Social Media Site User. CXC GLOBAL may screen and/or remove and/or request that the third party operator of any social media site or website remove any Social Media Site User Content without notice for any reason whatsoever. Social Media Site Users warrant and agree that: (a) they will not submit any Social Media Site User Content that is unlawful, fraudulent, or which may breach any intellectual property rights, privacy, publicity or other right, or is unreasonably commercial (for example, a 'guerrilla marketing' attempt), defamatory, obscene, profane, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, misleading or deceptive, or otherwise unsuitable for publication; (b) they will obtain prior consent to the submission of their Social Media Site User Content from all persons who appear in (for example, in photographs) or have any rights in relation to any property that appears in or forms part of their Social Media Site User Content; (c) their Social Media Site User Content will be their own original work and, to the extent that any rights in that work (including copyright) are not owned by the Social Media Site User, they will obtain full prior consent from any person who has jointly created or has any rights in the Social Media Site User Content, to the uses and terms herein; (d) their Social Media Site User Content shall not contain viruses or cause injury or harm to any person or entity or device; and (e) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer, mobile communications device or any other communication systems.
 - 7.3. Without limiting any other terms herein, the Social Media Site User agrees to indemnify CXC GLOBAL (and any of its related bodies corporate) for any loss or expense CXC GLOBAL and/or any of its related subsidiaries, partners and / or bodies corporate may suffer in relation to any breach of the above terms.
 - 7.4. Social Media Site Users consent to any use of their Social Media Site User Content in accordance with term 10 which may otherwise infringe their moral rights pursuant to the Copyright Act 1968, including CXC GLOBAL or its affiliates and sub-licensees using and reproducing that Social Media Site User Content without attributing it to the Social Media Site User, or making modifications or adaptations to the Social Media Site User Content for the purpose of reproducing, publishing or displaying that modified or adapted content in another media. Social Media Site Users warrant and agree that they will, prior to its submission, obtain an equivalent consent from each other person who has created the Social Media Site User Content. The Social Media Site User agrees to indemnify CXC GLOBAL (and any of its related bodies corporate) against all costs and claims by third parties arising from a breach of this warranty.

8. **Warranties**

Whilst reasonable steps have been undertaken to ensure that information is free from error, to the extent permitted by law, which law cannot be excluded, CXC GLOBAL does not warrant the accuracy, adequacy or completeness of Site Content or any Online Site User Content or any Social Media Site User Content, on any of its Online Sites. All information is subject to change without notice. CXC GLOBAL does not guarantee that any Online Site or any Third Party Site will be free from viruses, or that access to any Online Site or Third Party Site will function as intended or be uninterrupted. All terms implied by law, except those that cannot be lawfully excluded, are excluded.

9. **Limitation of liability**

Subject to any responsibilities implied by law and which cannot be excluded, CXC GLOBAL, and its directors, employees, agents, contractors and related bodies corporate, are not liable to you for any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) whatsoever, whether direct, indirect or consequential, arising out of or referable to any Site Content, Online Site User Content, Social Media Site User Content, Third Party Material, third party services, or to access (or lack of access) to an Online Site (or website operated by any member of the CXC Global Group of companies) by you, howsoever caused, whether in contract, tort including negligence, statute or otherwise.

10. **Indemnity**

You indemnify CXC GLOBAL (and any of its related bodies corporate) in respect of any liability incurred by CXC GLOBAL (or any of its related bodies corporate) for any loss, cost, damage or expense, howsoever caused, suffered by CXC GLOBAL (or any of its related bodies corporate) as a result of your breach of these Online Terms or your use of any of our Online Sites.

11. **No advice**

No Online Site purports to provide you with financial product or investment advice of any kind. The information available via an Online Site does not take account of your particular financial position or requirements. CXC GLOBAL suggests that you seek independent advice before acting upon any Site Content or any information found on a Third Party Site.

12. **Availability of an Online Site**

- 12.1. Since electronic services are subject to interruption or breakdown, access to an Online Site is offered on an "as is" and "as available" basis only.
- 12.2. CXC GLOBAL may impose limits or restrictions on the use you may make of an Online Site. Further, for security, technical, maintenance, legal or regulatory reasons, or due to any breach of these Online Terms, CXC GLOBAL may withdraw an Online Site (of part thereof) at any time and without notice to you.
- 12.3. Any cost associated with accessing an Online Site is the user's responsibility and is dependent on the internet or telecommunications service provider used.

13. **Restrictions on use of an Online Site**

The Site Content contained on any Online Site is provided solely for bona fide personal or commercial customers only. By accessing, viewing or otherwise using any of CXC GLOBAL's Online Sites, you agree to abide by the terms and conditions of use contained in this term and term 14.

You agree that you will not, (either yourself or through any third party):

- a) use any robot, spider, screen scraper, data aggregation tool or other automatic device or process ("Automated Process") to process, monitor, copy or extract any web pages on any of our Online Sites, or any of the information, content or data contained within or accessible through any of our Online Sites, without CXC GLOBAL's prior written permission;
- b) use any Automated Process to aggregate or combine information, content or data contained within or accessible through any of our Online Sites with information, content or data accessible via or sourced from any third party;
- c) use any information on or accessed through any of our Online Sites for any commercial purpose (including but not limited to market research, the provision of pricing estimates or 'shadow shopping') or otherwise (either directly or indirectly) for profit or gain;
- d) use any device, software, process or routine to interfere or attempt to interfere with the proper working of any of our Online Sites or any transaction or process being conducted on or through it;
- e) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of or bandwidth connecting to any of our Online Sites;

- f) reverse engineer, reverse assemble, decompile or otherwise attempt to discover source code or other arithmetical formula or processes in respect of the software underlying the infrastructure and processes associated with any of our Online Sites; or
- g) copy, reproduce, alter, modify, create derivative works, or publicly display, any part of any content from any of our Online Sites without CXC GLOBAL's prior written permission.

14. **No use of any Online Site for unrelated persons**

You must only use our Online Sites (as permitted by their design) to:

- a) obtain general information about CXC Global;
- b) obtain other information relating to the services offered by CXC GLOBAL;
- c) use purpose-built portals to conduct transactions (including using any self-service function via CXC GLOBAL's online tools to manage your account) or queries;

You agree to indemnify CXC GLOBAL in respect of any liability incurred by CXC GLOBAL for any loss, cost, damage or expense, howsoever caused, suffered by CXC GLOBAL as a result of your breach of this term 14.

15. **Third party providers**

Parts of our Online Sites, or the provision of payment processing or other services offered via our Online Sites, may be outsourced to third party providers. These Online Terms apply to any outsourced services, unless you are otherwise notified of any alternate terms of use.

16. **Copyright and trademarks**

- 16.1. Copyright in the Material on an Online Site is owned or licensed by CXC GLOBAL.
- 16.2. Except where necessary for and incidental to viewing or using the Site Content on an Online Site via your web-enabled browser (whether on a personal computer or on a portable electronic device), or as permitted under the Copyright Act 1968 or other applicable laws, no Site Content on an Online Site may be reproduced, stored (for any period of time) in an electronic or other retrieval system, adapted, uploaded to a third party location, framed, performed in public or transmitted in any form by any process whatsoever without the specific written consent of CXC GLOBAL.
- 16.3. CXC GLOBAL and each of its related bodies corporate separately reserve their copyright and all other legal rights with respect to their trademarks, whether registered or otherwise. "CXC GLOBAL", and any other registered trademarks of CXC GLOBAL.
- 16.4. Third party trademarks are trademarks of the respective third parties.

17. **Termination**

- 17.1. Termination of these Online Terms
Unless otherwise stated in this term 17, these Online Terms and/or your access to our Online Site(s) may be terminated at any time by CXC GLOBAL. You may terminate your use of our Online Sites at anytime. However, all restrictions, licences granted by you, and all disclaimers and exclusions of and limitations on liability of CXC GLOBAL, will survive any termination. Upon termination you must not directly or indirectly access or use the relevant Online Site(s) or any Site Content on the relevant Online Site(s).
- 17.2. Termination of access to CXC GLOBAL's online tools
CXC GLOBAL reserves the right to terminate your access to CXC GLOBAL's online tools at any time. You must terminate your access and/or use of CXC GLOBAL's online tools if you are no longer an accountholder under the relevant account accessible via CXC GLOBAL's online tools. You agree to fully indemnify CXC GLOBAL for any cost, loss or damage, however caused, arising from your continued use of CXC GLOBAL's online tools if you are no longer an accountholder. You may terminate your access to CXC GLOBAL's online tools at any time upon notice to CXC GLOBAL, which notice must be given to CXC GLOBAL either by calling CXC GLOBAL's e-business team on 1300 180 408 (in Australia) or by emailing webmaster@cxglobal.com and providing sufficient identifying information along with your request. However, such termination will not be effective until notice of that termination is received, processed and acknowledged by CXC GLOBAL. Upon termination for any reason of these Online Terms and/or your access to CXC GLOBAL's online tools, any delegation authorities issued in accordance with these terms will automatically (and immediately) terminate and you must not directly or indirectly access or use CXC GLOBAL's online tools. The limitation of liability expressed in term 17.1 also applies to the termination of access to CXC GLOBAL's online tools.
- 17.3. Prohibition on access post termination
Upon termination of these Online Terms and your right to access to our Online Site(s), you must not directly or indirectly access or use any part of our Online Site(s) or any Site Content.

18. **Acceptance of and changes to these Online Terms**

- 18.1. You acknowledge and accept that your use of an Online Site indicates your acceptance of these Online Terms.
 - 18.2. These are the current Online Terms. They replace any other terms of use and privacy statement for an Online Site published on any of our Online Sites. CXC GLOBAL may at any time vary these Online Terms for security, legal or regulatory reasons, or to reflect updates or changes to the services or functionality of an Online Site, by publishing the varied Online Terms on an Online Site. CXC GLOBAL does not have to indicate on an Online Site that these Online Terms have changed, neither is CXC GLOBAL under any obligation to specifically contact or notify you of any variation to these Online Terms. You accept that CXC GLOBAL has provided you with sufficient notice of the variation by making available the current version of the Online Terms on the Online Site you use. By your use of an Online Site after any variation, you are taken to have accepted the new Online Terms.
19. **CXC GLOBAL's complaints resolution process**
- 19.1. If you are dissatisfied with your dealings with CXC GLOBAL in relation to your use of an Online Site please let us know by emailing us at webmaster@cxcglob.com
 - 19.2. We will review your email and contact you with a reply or to ask you for further information, if it's required. If you make a complaint and it is about a CXC GLOBAL account, you may have additional rights of appeal, such as under CXC GLOBAL's formal dispute resolution process. We will tell you if that is the case.
20. **General**
- 20.1. An Online Site may be viewed and interacted with by anyone in the world, however age limits may apply to certain Site Content, promotions or offers.
 - 20.2. The law applicable to an Online Site (including CXC GLOBAL's operation of any Social Media Site), and to any complaints arising from an Online Site is the law of the State of New South Wales, Australia. By using any of our Online Sites you irrevocably submit to the jurisdiction of the courts of the State of New South Wales, Australia, unless the complaint relates to a contract in which case relevant state or federal law will apply. By using any of our Online Sites, and except for a contract dispute, you irrevocably submit to the jurisdiction of the courts of the State of New South Wales, Australia, and appeal therefrom.
 - 20.3. Should any term or part of these Online Terms be found to be void, unenforceable or invalid, then it is severed from this agreement, leaving the remainder in full force and effect, provided that the severance has not altered the basic nature of this agreement.
 - 20.4. You may not rely on the words or conduct of CXC GLOBAL as a waiver of any right unless the waiver is in writing. In this term "conduct" includes delay in the exercise of any right. "Right" means any right of CXC GLOBAL arising under or in connection with these Online Terms or otherwise, and includes the right to rely on this term. "Waiver" includes an election between rights and remedies, and conduct which might otherwise give rise to an estoppel.
21. **Linking to any of our Online Sites**
- Unauthorised linking to any part of an Online Site (including any part of a Social Media Site or website operated by a related body corporate that is part of the CXC Global Group of companies) is expressly prohibited. Please contact us if you would like to link to any part of our Online Site(s). Only written permission from us will constitute authorisation of a link.
22. **Our Online Privacy Statement starts here**
- 22.1. By using an Online Site you accept that any personal information CXC GLOBAL collects about you will be handled according to terms 22 to 30 of these Online Terms as well as:
 - 22.2. where you acquire a product or service from us or we collect your personal information, any relevant Privacy Statement which we provide you. Our privacy statements can be found below.
 - 22.3. In addition to these Online Terms there may also be additional privacy provisions that apply to your use of an Online Site or as a result of your membership (or your application for membership) of a third party social media website that hosts a CXC GLOBAL Social Media Site. Should you decide to register for or participate in a promotion or other activity, or purchase a product or service from us, you will be bound by the relevant terms of that promotion, activity, product or service.
23. **Your online privacy**
- 23.1. Notwithstanding any other term in these Online Terms, you agree and freely acknowledge that when you submit comments, recordings, images or other personal content, for public display on an Online Site, that content may be available for anyone in the world to read and/or view and/or comment on and potentially download. See terms 7 and 25 for further information about the public display of your content.
 - 23.2. CXC GLOBAL's Main Site and Mobile Site use the services of the firm WordPress to monitor website use. Wordpress does not collect any personal information while you use our site(s) and the reports it provides to

CXC GLOBAL are of aggregated information only. These reports help CXC GLOBAL to maintain, administer and improve these sites.

24. Posting public content

- 24.1. Unless otherwise stated, when you post a public comment or upload other public data to an Online Site, that information may be displayed by CXC GLOBAL publicly in accordance with terms 7, 23 and 25. Your information may also be retained by CXC GLOBAL where there is a legal reason to retain it for a longer period.

25. Information collected and how we use it

25.1. General Information

- 25.1.1. The information we will collect about you will depend on how you use an Online Site.
- 25.1.2. If you use an Online Site to read, browse or download information, our computer system may record information such as the date and time of your visit, the pages accessed and any information downloaded. This information may be used for statistical, reporting, site/application administration and maintenance purposes only.
- 25.1.3. An Online Site may offer interactive facilities including tools, games and other online features. If you use any interactive facilities, we may, but generally do not, capture any personal information which you may enter when using these tools.

25.2. Personal information submitted to an Online Site

- 25.2.1. When you as a user of an Online Site ("Online Site User"), including any Social Media Site User referred to in term 7 above, submits any personal information via an Online Site, whether in the form of text, comments, recordings, images or otherwise ("Online Site User Content") (for the avoidance of doubt, Online Site User Content includes Social Media Site User Content, as far as is relevant in the circumstances), you consent to that personal information being collected by CXC GLOBAL and used and disclosed for any purpose permitted by these Online Terms, and otherwise as permitted by relevant privacy laws in Australia.
- 25.2.2. You agree to obtain the prior consent of any other person whose personal information (whether in the form of words, images, recordings or otherwise) you submit to us via an Online Site, including any Social Media Site. We will collect this information from you in good faith and take reasonable precautions to ensure it is handled in accordance with relevant Australian privacy laws. If you are not sure whether the other person would agree with you providing their personal information to us, please exercise caution and DO NOT provide it to us.
- 25.2.3. If you are using our Online Site and decide to obtain a quote or acquire a product or service, as a potential customer or customer we collect, hold, use and disclose your personal information. We have Privacy Statements that detail the information you need to know about our privacy practices when you have a relationship with us as a customer or potential customer. You will be directed to these during the quote and/or application process. Our Privacy Statements include the purposes of collection, the consequences if you do not provide your personal information, the types of persons to whom we usually disclose your personal information, details about our Privacy Policy, your access and correction rights and how to complain as well as whether we are likely to disclose your personal information overseas and to which countries. The specific information for your product or service is detailed in the relevant Privacy Statement. You should review the relevant Privacy Statement for you prior to providing us with your personal information.
- 25.2.4. We also collect, hold, use and disclose personal information about individuals when they interact with us in a range of other ways. These may be individuals who are not customers or they may be customers who are interacting with us in a different way. You may be one of these people. For example, you may: interact with us via a Social Media Site or make an online enquiry. We have Privacy Statements that detail the information you need to know about our privacy practices and how we may deal with your personal information when you interact with us in these other ways. Our Privacy Statements include the purposes of collection, the consequences if you do not provide your personal information, the types of persons to whom we usually disclose your personal information, details about our Privacy Policy, your access and correction rights and how to complain as well as whether we are likely to disclose your personal information overseas and to which countries. You should review the relevant Privacy Statement for you prior to providing us with your personal information. To view the relevant privacy statement for your dealing or interaction with us please go to cxcglob.com/privacy
- 25.2.5. In the case of personal information which is provided to CXC GLOBAL for public display by a Social Media Site User (this includes any 'tweet' you send to CXC GLOBAL on Twitter, which we may "re-tweet" to other Twitter users), CXC GLOBAL may display that information to other Online Site Users or otherwise display the Online Site User Content for any purpose in any media (including, but not limited to, commercial brochures and/or other advertising material). See also term 7 for what other uses

and/or disclosures CXC GLOBAL may make of a Social Media Site User's personal information and what limits it imposes.

- 25.2.6. CXC GLOBAL may collect personal information belonging to an Online Site User, such as their name, email address or social media site alias, in order to provide them with the interaction or outcome they have requested. This may require CXC GLOBAL to disclose an Online Site User's personal information to one or more third parties, including but not limited to agents or external service providers.
- 25.2.7. If you are using an Online Site such that you are submitting your personal information, you should also first read and understand any separate privacy policy or policies that may apply to your use of any social media website that hosts our Online Site or is connected to any special function or promotion that you are entering. CXC GLOBAL is not responsible to you for the information handling practices of any such third party, including any host website or service provider.
- 25.2.8. If you decide to enter a promotion that is made available or otherwise advertised on an Online Site you will need to agree to that promotion's separate terms and conditions, which will be drawn to your attention as part of the entry process.
- 25.2.9. Where practical we will collect your personal information directly from you.

26. **Security of personal information submitted to our Main Site**

- 26.1. All personal information you provide to our Main Site, Mobile Site and/or our Competition Site over the Internet while inquiring about a product or a service, is passed through a secure, encrypted connection. The secure connection is over a protocol called secure sockets layer (SSL). CXC GLOBAL uses a strong form of SSL encryption, which provides a very high level of protection against unauthorised access in order to prevent unauthorised persons from reading the information you send to CXC GLOBAL while it is in transit over the Internet. Once your personal information has been received at our Main Site, Mobile Site and/or our Competition Site (as relevant), we take all reasonable precautions to securely pass that information to the CXC GLOBAL servers or a relevant hosting environment on behalf of CXC GLOBAL, or in the case of a promotion to a secure database. These servers are not directly accessible through the Internet, nor are the secure databases we use.
- 26.2. When you make an online payment on one of our websites your payment card details will be passed in a secure manner between our website and one or more third party providers, such as the issuer of your payment card. Your payment card details will be recorded in a secure, PCI-compliant Server. Neither CXC GLOBAL nor any payment provider we use will store your payment card details on any web server. If your payment card details are stored it will only be for CXC GLOBAL or financial institution record keeping purposes (or otherwise as required by law), and then it will be stored with an even higher level of encryption and/or security, and with full PCI compliance.

26.3. **Recruitment information**

- 26.3.1. As part of our recruitment process, we will gather information on your background, including personal information that you include on your application or resume, such as your name, mailing address, telephone number, email address, career history, details of any competency tests or other information relating to your career.
- 26.3.2. In some circumstances, we may also collect sensitive information about you such as information about your membership of a professional or trade association or trade union; security clearance or any criminal record(s) or charges you may have had filed against you. When we need to collect this type of information, we will obtain your consent. If it is provided to us by way of your initial application, then your consent for us collecting it will be inferred.
- 26.3.3. There may be occasions when we obtain personal information about you from a third party; for example, when receiving the results of a psychological or competency test or assessment centre results. When we need to collect this type of information, we will obtain your consent prior to you taking part in the exercise.
- 26.3.4. In relation to the collection of personal information regarding references, we will not approach any referees without your specific permission or knowledge.
- 26.3.5. Please be aware, if you do not provide CXC GLOBAL with the information we require, we may be limited in our ability to consider you for employment.
- 26.3.6. Unless permitted by law, we will only use your personal information collected in relation to recruitment for the primary purpose of employment with CXC GLOBAL.
- 26.3.7. Should CXC GLOBAL engage/employ third party contractors or vendors to perform recruitment services for us, which involve handling your personal information, we will take reasonable steps to prohibit these parties from using your personal information except for the purposes for which it was supplied.
- 26.3.8. In instances where CXC GLOBAL engages a third party recruitment agency to assist with our recruitment efforts, we will ensure that their privacy policy commitments compliment ours.

27. **Third Party Sites** (including third party social media sites)

- 27.1. Our Online Sites may contain links to Third Party Sites (see term 2.1). Third Party Sites should contain their own privacy statements and those third parties are responsible for informing you about their security and privacy practices
28. **Your privacy rights and complaint resolution**
- 28.1. If CXC GLOBAL has collected your personal information through your use of a an Online Site, then you have a right to access, update or correct that personal information. You also have the right to make a complaint about your privacy. Contact us should you want to find out the contact points should you have an information access or correction request or privacy concern relating to your use of an Online Site.
- 28.2. We will review your correspondence or request and contact you with a reply or to ask you for further information, if it's required. We respect your legal right to access and correct your personal information and will respond to your request within a reasonable time. We will ordinarily not charge you a fee to access your personal information, however in some circumstances we may elect to charge you a reasonable fee for access, as permitted by law.
- 28.3. If you make a complaint about your privacy you may have additional rights of appeal, such as under CXC GLOBAL's formal dispute resolution process. We will tell you if that is the case.
29. **Third Party Sites (including third party social media sites)**
Our Online Sites may contain links to Third Party Sites (see term 2.1). Third Party Sites should contain their own privacy statements and those third parties are responsible for informing you about their security and privacy practices.
30. **Cookies**
- 30.1. Our Online Sites use "cookies" as a fundamental part of their interaction with your internet browser. Cookies enable CXC GLOBAL to provide you with a superior, customer-oriented service. A "cookie" is a small text file placed on your computer by our web server. A cookie can later be retrieved by CXC GLOBAL's website servers. Cookies are frequently used on websites and you can choose if and how a cookie will be accepted by configuring your preferences and options in your browser. Cookies do not alter the operation of your computer or mobile device in any way.
- 30.2. We use cookies on our Main Site to enable the online tools offering and purchase processes. Therefore, if you wish to make full use of the Main Site, or any of our other Online Sites, it is recommended that you accept cookies. Cookies may also be used to collect and use information for a range of purposes, including; to maintain and improve the operation of internet sites across the CXC Global Group; to track user preferences and product requirements to customise CXC Global Group internet sites, and improve advertising relevance. We may also have an arrangement with third parties who may use our cookies to improve our advertising relevance to you on their sites.
- 30.3. Third Party Sites such as social media sites which host our Social Media Sites may also use cookies. You should refer to their respective terms or use and privacy policies for details.

These Online Terms are dated 18 July 2014.