

PRIVACY POLICY - REALTIMEEXPRESS.COM.AU - A DIVISION OF HUNTER TRANSPORT GENERAL PTY LTD ABN 89 119 780 157 ("HUNTER")

N.B. PLEASE READ THE TERMS OF THIS POLICY CAREFULLY AS YOUR USE OF THE REALTIMEEXPRESS WEBSITE WILL BE DEEMED TO CONSTITUTE YOUR ACCEPTANCE OF THESE PROVISIONS AND TO THE COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION IN ACCORDANCE WITH THEM.

1. Introduction

(1) The provisions of this Policy apply to individual (not corporate) customers (which term includes prospective customers) visiting the website and associated on-line booking system situated at and known as "realtimeexpress.com.au" ("Realtime") owned and operated by Hunter General Pty Limited (to which "we", "us" and "our" when used herein apply) and are intended to inform visitors about the collection, use and disclosure of personal information submitted via this site. They are based on the National Privacy Principles (the "Principles") promulgated by the Privacy Act 1988 (Cwth) as amended by the Privacy Amendment (Private Sector) Act 2000 (Cwth) (the "Act").

(2) We will keep our Policy under review to ensure it accurately reflects and addresses the nature and scope of our activities and inter-relationships with our customers. Where appropriate, the Policy will be amended to ensure maintenance of this accuracy (including taking account of technological developments and changes to our practices and procedures).

(3) Customers should periodically check the contents of our Policy to ascertain the current terms to which they will be subject.

2. Meaning of "Personal Information"

Personal information ("Information") is defined in the Act as information or an opinion (including information or opinion forming part of a database), whether or not true and whether or not recorded in a material form, about a person whose identity is apparent, or can be reasonably ascertained, from that information or opinion.

3. Information Collected by Realtime

(1) Realtime collects Information from our customers in the ordinary course of them registering their particulars and placing bookings for jobs with Realtime. The Information we collect is necessary for Realtime to properly and efficiently provide services to our customers and secondary activities reasonably related to that primary purpose.

(2) Information collected from customers at registration and/or during job booking will normally include: name, address, phone no. (landline and mobile), e-mail address, particulars of payment source (e.g. credit card, "Paypal") and password for access to our website.

4. How Information is Collected

(1) Generally the Information is collected from customers by their completion and submission of electronic forms accessible on our website.

(2) At the time of registration as a customer in the Realtime database, the customer will be assigned a unique computer-generated code ("identifier code") that will be stored in the database. The identifier code will automatically link the customer to subsequent activity by that customer during visits to the Realtime website.

(3) Realtime will not be able to gain access to details of the customer's payment source (e.g. credit card) through the identifier code or otherwise.

5. Use and Disclosure of Information

(1) Customers should be aware that, when making payment by credit card, details of the card may be captured and stored by our banker on our behalf to facilitate the processing of future transactions by customers as well as for additional charging purposes in accordance with our Standard Terms and Conditions of Contract.

(2) Our banker's systems, networks and processes comply with the Payment Card Industry Data Security Standard as current from time to time to ensure that any Information which a customer provides in the course of conducting transactions with us which is captured and stored will be held securely and confidentially and in compliance with the applicable parts of the Act and Principles.

(3) Subject to our customers' consent, we will use Information to e-mail newsletters advising our customers of new services we can supply and to provide news of developments that we believe will be of benefit or interest to our customers.

(4) Where and only to the extent necessary for the proper functioning of the Realtime business and website, we will disclose Information to third parties (not including our staff but only in respect of that purpose), namely:

- (a) to subcontractors and agents whose services we retain to assist in completion of jobs booked by our customers; and
- (b) to any Affiliate (registered in accordance with our Affiliate Program) who has been instrumental in a person registering as a customer of Realtime.

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- (5) We may also be required or authorised:
- (a) to disclose Information to other third parties such as:
 - those nominated by you;
 - potential credit providers to yourself;
 - our lawyers and other professional advisers;
 - to governmental organisations and authorities and other bodies where legally required; and
 - (b) to disclose or use Information to comply with the Principles.

6. Quality of Information

We take all reasonable precautions to ensure that the Information we collect, use and disclose is accurate, complete and up-to-date. Inevitably, however, we are to a large extent reliant upon our customers to notify us of changes to that Information. We therefore ask our customers to regularly review and where necessary correct their registration particulars recorded on our website.

7. Security of Information

- (1) We make all reasonable efforts to:
- (a) protect the Information we collect and hold from misuse and loss and from unauthorised access, modification or disclosure; and
 - (b) destroy or permanently de-identify Information no longer needed for any purpose permitted under the Principles.
- (2) More specifically, we:
- (a) consistently aim to develop and improve the security and integrity of our computer systems to block unauthorised access to and use of Information data and to prevent access to those systems and that data by former employees and other personnel;
 - (b) regularly back-up our databases containing Information and keep back-ups in secure environments;
 - (c) restrict access to Information to employees and other personnel who need access for legitimate business purposes;
 - (d) ensure all relevant employees and other personnel are aware of this Policy and are assisted to understand and comply with their obligations under it;
 - (e) ensure that our banker referred to in 5(1) and (2) above is bound by a strict confidentiality agreement with us regarding the data referred to in those sub-clauses and which contains an acknowledgment that it will remain fully compliant with the Act and Principles during the currency of arrangements with us in respect of that data; and
 - (f) endeavour to deal only with suppliers, contractors and others having access to Information about our customers, who are substantially committed to compliance with the Act, Principles and the spirit of our Policy.

8. Openness

- (1) We will provide a copy of this Policy or make its viewing accessible to anyone who asks.
- (2) If requested in writing, we will make all reasonable efforts to let any person know, in general terms, what sort of Information we hold and for what purpose(s), and, how we collect, hold, use and disclose Information. Requests should be sent by e-mail to realtimeexpress.com.au.
- (3) Realtime may charge a reasonable fee for processing and responding to such requests.

9. Access to and Correction of Information

- (1) Unless an exception applies under the Principles, we will within a reasonable time of receipt of a written request (addressed as above) from a customer, provide that customer with access to Information we hold about the customer, including for the purpose of correcting or updating that Information.
- (2) Realtime may charge a reasonable fee for processing and responding to such requests.
- (3) If Realtime refuses to comply with a request, the customer will, within a reasonable time, be advised in writing of the reason(s) for refusal and the exception(s) prescribed under the Principles on which the refusal is based.
- (4) In the event that a customer gives written notice of objection to our refusal to provide access, or, to us continuing to hold, use or disclose Information about the customer, we will try to resolve the issue directly with the customer. If the issue cannot be resolved within a mutually acceptable period of time we will refer the matter to the Privacy Commissioner for a determination. The customer may also refer the matter to the Commissioner.

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10. Identifiers

- (1) Realttime will not adopt as its own identifier of a customer an identifier that is prohibited under the Principles such as a Medicare, tax file or pension number.
- (2) However, in accordance with the Principles, the customer's name or ABN is not a prohibited identifier.

11. Anonymity

Where lawful and practicable, customers may deal with Realttime anonymously. The circumstances where this situation may apply will be determined on a case-by-case basis where consideration will be given to such factors as the need for certainty to avoid or minimise the potential for future disputes or legal proceedings.

12. Sensitive Information

- (1) Subject to the exceptions set forth in the Principles (including the customer's consent or legal obligation to do so), Realttime does not and will not collect sensitive Information, as defined in the Act (e.g. racial or ethnic origin, religious beliefs, health, criminal record) about its customers.
- (2) If in the course of supplying services to its customer Realttime is required to transport such Information, it will be the responsibility of the customer to ensure that the material containing such information is properly sealed and rendered as secure from being opened as possible.
- (3) If it should become necessary for a Realttime employee to open any envelope or other receptacle containing such material for the purpose of properly supplying services, the use of the material will be restricted to that purpose, the receptacle will be resealed without delay, and, the Information will not be disclosed other than for that purpose.

13. Links to Other Websites

- (1) Our website contains links or references to other websites which we do not control and to which the provisions of this Policy do not apply.
- (2) Customers should read and understand the contents of any privacy policies applicable to those other websites.