

# Trading Terms for Members

## 1. Definitions and interpretation

### 1.1 Definitions

In these Terms:

**Business Day** means a day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney, New South Wales;

**Buyer** means the Buyer (or any person acting on behalf of and with the authority of the Buyer) as registered on the Website and who makes a specific offer to buy produce from the Seller;

**Goods** means goods supplied by the Seller to the Buyer (and where the context so permits shall include any supply of Services) and are as described on the quotation and invoices as provided by the Seller to the Buyer;

**HiveXchange** means HiveXchange Pty Ltd ACN 608 448 246;

**Order Confirmations** means specific orders confirmed by the Seller and created by the Website containing specific information about order agreements between the Buyer and the Seller and have a unique identifier associated with each such order;

**Price** means the price payable for the Goods as agreed between the Seller and the Buyer in accordance with clause 5 of these Terms;

**PPSA** means the Personal Property Securities Act 2009 (Cth);

**PPSA Proceeds** means all proceeds (within the meaning of section 31 of the PPSA) arising from any sale of, disposal of or other dealing of any nature with the Goods, including any debts or accounts, cash or cash equivalent;

**PPS Law** means the PPSA and any amendment made at any time to any other law as a consequence of the PPSA;

**Relevant Laws** means:

- (a) the *Competition and Consumer Act 2010* (Cth);
- (b) the *Trade Practices (Horticulture Code of Conduct) Regulations 2006* (Cth); and
- (c) the Fair Trading Act in each State or Territory in which the Buyer or the Seller is located (as applicable);

**Security Interest** has the meaning given in section 12 of the PPSA;

**Seller** means the Seller (or any person acting on behalf of and with the authority of the Seller) as registered on the Website and who makes a specific offer to sell produce on the Website;

**Services** means all services supplied by the Seller in connection with Goods provided to the Buyer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods);

**Website** means this website.

## 1.2 Interpretation

In these Terms, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes the other genders;
- (c) the headings are used for convenience only and do not affect the interpretation of these Terms;
- (d) other grammatical forms of defined words or expressions have corresponding meanings;
- (e) a reference to a document includes the document as modified from time to time and any document replacing it;
- (f) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;
- (g) the word "person" includes a natural person, partnership, body corporate, association, governmental or local authority, agency and any body or entity whether incorporated or not;
- (h) the word "month" means calendar month and the word "year" means 12 months;
- (i) the words "in writing" include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient;
- (j) a reference to a thing includes a part of that thing;
- (k) a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) includes that statute as amended, consolidated, re-enacted or replaced from time to time;
- (l) wherever "include", "for example" or any form of those words or similar expressions are used, it must be construed as if it were followed by "(without being limited to)";
- (m) money amounts are stated in Australian currency unless otherwise specified; and
- (n) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (**defunct body**), means the agency or body which performs most closely the functions of the defunct body.

## 2. Relevant Laws

Nothing in these Terms is intended to have the effect of contracting out of any applicable provisions of the Relevant Laws, except to the extent permitted by those Relevant Laws.

### **3. Application of these Terms**

These Terms apply to any order for Goods or Services placed through the Website.

### **4. Placing an Order and Acceptance**

- (a) To order Goods, the Buyer must place an order to the Seller through the Website.
- (b) The Seller may accept the order and an Order Confirmation will be sent to the Buyer.

### **5. Price and Payment**

- (a) The Price shall be the Seller's quoted Price on the Website, or such other price agreed between the Buyer and the Seller, and as set out in the Order Confirmation.
- (b) Unless the costs of delivery are specifically included in the Price in the relevant Order Confirmation, such costs shall be charged in addition to the Price and will be payable by the Buyer.
- (c) If the Order Confirmation requires the payment of a deposit by the Buyer, the Buyer must pay the deposit within the time period set out in the Order Confirmation.
- (d) Unless the Order Confirmation provides otherwise:
  - (i) payment for the supply of Goods and Services shall be due 14 days after delivery of the relevant Goods or Services;
  - (ii) payment must be made by direct credit, or by any other method as agreed to between the Buyer and the Seller; and
  - (iii) applicable taxes and duties (other than GST) shall be added to the Price, except when they are expressly included in the Price under the Order Confirmation.

### **6. Delivery of Goods**

- (a) Delivery of the Goods shall take place when
  - (i) the Buyer takes possession of the Goods at the Buyer's nominated address (in the event that the Goods are delivered by the Seller or the Seller's nominated carrier); or
  - (ii) if the Buyer collects the Goods from the Seller's farmgate then at the point the Goods are loaded on the conveying vehicle at the Seller's premises or elsewhere.
- (b) The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- (c) If the Buyer is unable to take delivery of the Goods as specified in the Order Confirmation, then the Seller may charge additional reasonable

fees to the Buyer for extra costs involved in delivery and storage of the Goods.

- (d) Delivery of the Goods to a third party nominated by the Buyer is deemed to be delivery to the Buyer for the purposes of these Terms.
- (e) The Seller may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions as agreed in the Order Confirmation.

## 7. Force majeure

- (a) Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lockout, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party (**Force Majeure Event**).
- (b) If a Force Majeure Event occurs and the Seller is unable to deliver the Goods (or any of them) promptly or at all then:
  - (i) the Seller must notify the Buyer and the HiveExchange in writing;
  - (ii) HiveXchange will cancel the order and this will be registered in the audit log of both the Buyer and Seller accounts on the Website; and
  - (iii) the transaction will be cancelled and the Buyer will have no recourse against the Seller or HiveXchange.

## 8. Title

- (a) The Seller and Buyer agrees that ownership of the Goods shall not pass until:
  - (i) the Buyer has paid the Seller all amounts owing for the particular Goods; and
  - (ii) the Buyer has met all other obligations due by the Buyer to the Seller in respect of all agreements between the Seller and the Buyer.
- (b) Until payment is received by the Seller, the Seller's ownership or rights in respect of the Goods shall continue.
- (c) It is further agreed that:
  - (i) where practicable the Goods shall be kept separate and identifiable until the Seller shall have received payment and all other obligations of the Buyer are met; and
  - (ii) in the event of any dispute, until such time as ownership of the Goods shall pass from the Seller to the Buyer, the Seller may give notice in writing to the Buyer to return the Goods or any part of them to the Seller or a Seller's nominated receiver. Upon such notice the rights of the Buyer to obtain ownership or any other interest in the Goods shall cease.

## 9. Title and risk in Goods

### 9.1 Title and risk in Goods

- (a) Property and title in the Goods passes to the Buyer only when the Goods have been paid for in full, until which time the Goods:
  - (i) remain the property of the Seller; and
  - (ii) must be stored separately by the Buyer to enable them to be readily:
    - (A) identified as the property of the Seller; and
    - (B) cross referenced to particular invoices.
- (b) Risk in the Goods passes to the Buyer on delivery in accordance with clause 6.
- (c) If the Buyer sells or otherwise deals with or disposes of the Goods (**Sale**) before all of the Buyer's liabilities to the Seller have been discharged and before full title to such Goods has passed from the Seller to the Buyer:
  - (i) if the Buyer receives PPSA Proceeds in the form of cash from such Sale:
    - (A) that part of those proceeds in an amount equal to the amount payable by the Buyer to the Seller for those Goods (**Seller's Entitlement**) must be held by the Buyer in a separate identifiable account on trust for the Seller; and
    - (B) the Buyer, on demand by the Seller, must account to the Seller for the Seller's Entitlement,
  - (ii) if the Buyer receives PPSA Proceeds in a form other than cash from such Sale, all such proceeds must be held by the Buyer on trust for the Seller and the Buyer must comply with clause 9.1(a) in respect of such proceeds, and references to "Goods" in such clause must be read as "PPSA Proceeds",

and the Buyer must continue to do so until all of its liabilities to the Seller have been satisfactorily discharged.

### 9.2 Security Interest

- (a) Unless defined below or in clause 1.1, terms used in this clause 9.2 have the meaning given to them in the PPSA.
- (b) To the extent permitted by Law, the Buyer and the Seller agree that:
  - (i) the provisions of clause 9.1 create a Security Interest granted by the Buyer in favour of the Seller for the purposes of the PPSA; and
  - (ii) the Seller may register or give any notification in connection with its Security Interest and exercise its rights in connection with the Security Interest:

- (A) as a Purchase Money Security Interest; and
  - (B) on an "indefinite" basis on the Register in accordance with the PPSA.
- (c) The Buyer must at its expense do anything (including executing any new document or agreement, obtaining consents and supplying information) that:
  - (i) the Seller requires to:
    - (A) ensure that any Security Interest is enforceable, perfected and otherwise effective;
    - (B) register, or give any notification in connection with, any Security Interest in order to confer the priority the Seller requires; or
    - (C) exercise rights in connection with the Security Interest; or
  - (ii) the Seller considers necessary to ensure that its rights and obligations are not adversely affected, or that its position is improved.
- (d) The Buyer and the Seller contract out of sections 95, 96, 117, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142, 143 of the PPSA. For the avoidance of doubt, the Buyer and the Seller contract out of the Buyer's rights to (and the Buyer waives its rights to):
  - (i) not have Goods damaged when the Seller (or any person on its behalf) removes an accession under Part 3.3 of the PPSA;
  - (ii) refuse permission to remove an accession under section 94 of the PPSA;
  - (iii) receive notice of the removal of an accession under section 95 of the PPSA;
  - (iv) apply to the court for an order concerning the removal of an accession under section 97 of the PPSA;
  - (v) receive notice of the Seller's proposal to retain charged property under section 134(2) of the PPSA; and
  - (vi) object to the Seller's proposal to dispose of or retain any charged property under section 137 of the PPSA.
- (e) Where the Seller has rights in addition to, or existing separately from, those in Chapter 4 of the PPSA, those rights will continue to apply and are not limited or excluded (or otherwise adversely affected) by any right provided by this clause or by Law.
- (f) The Buyer must notify the Seller immediately of any change in its name, address, and any other information provided to the Seller to enable the Seller to register a financing change statement under the PPS Law if required.

- (g) The Buyer and the Seller agree that the subject matter referred to in section 275(1) of the PPS Law is confidential and each party must not disclose any such information to a third party.

## 10. Insurance

- (a) The Buyer must hold adequate insurance in respect of the Goods covering fire, theft and accidental damage at the point in time that the Goods are delivered to the Buyer, until property and title of the Goods passes to the Buyer in accordance with clause 9.1.
- (b) The name of the Buyer's insurer and the maximum amount of claims covered by the Buyer's insurance policy is set out in the Order Confirmation.

## 11. Defects

- (a) The Buyer shall inspect the Goods on delivery and shall within forty-eight (48) hours of delivery (time being of the essence) notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with the Order Confirmation.
- (b) Subject to the Relevant Laws, the Buyer may only reject the Goods if they do not meet the advertised produce type, quantity, or specifications, or delivery commitments as stated on the relevant Order Confirmation. As a guide the freshspecs for fresh produce copied here <https://hivefloor.com.au/pdf-list> shall be used as a benchmark for an acceptable consignment of produce.
- (c) If the Buyer decides to reject the Goods, the Buyer must provide written notification of the rejection and explain in full what the problem is, confirm an inspection has taken place, provide photographic evidence of the problems, and detail the remedies sought by the Buyer.
- (d) The Buyer shall afford the Seller, or the Seller's representative, an opportunity to inspect the Goods at any time following delivery if the Buyer believes the Goods are defective in any way. Those requests must be made in writing by the Seller, and the Buyer must respond in good faith.
- (e) If the Buyer fails to comply with these provisions, the Goods shall be presumed to be free from any defect or damage.
- (f) For defective Goods that the Seller has agreed in writing that the Buyer is entitled to reject, the Seller's liability is limited to the value of those Goods as defined in the Order Confirmation.
- (g) If those defective Goods are a reasonably significant amount of the total order, the Buyer is entitled to reject the entire order with the Seller's liability limited to the Price payable for the Goods as defined in the Order Confirmation.
- (h) If the Seller and the Buyer cannot reach agreement on the matters in dispute, the Seller may request and nominate an independent third party to inspect the Goods and discover the facts. That inspection must be conducted by a bona fide independent horticulture inspector. The Buyer and the Seller are required to provide necessary access to the inspectors

to perform their assessment. The costs of that assessment will be born by the Seller. The Buyer and Seller agree to consider the assessment in good faith and agree on remedies as soon as practical but no later than within ten (10) days of the Goods being delivered.

- (i) If the initial dispute resolution processes fail, or at any stage before that, either party has the option of elevating the dispute to a mediation service. The complainant must contact the other party in writing and suggest a mediator. If the Buyer and the Seller cannot agree on who should be the mediator within seven (7) days of the matter being raised by the complainant, the Buyer and the Seller agree to appoint an independent Horticulture Produce Assessor nominated by the Horticulture Mediation Adviser.
- (j) The mediator decides the time and place for mediation and all relevant parties must attend and try to resolve the dispute in good faith. All costs of mediation will be shared unless otherwise specified through the mediation process.
- (k) At any time a party to a transaction may approach the ACCC to seek redress for a mischief or wrong doing.

## 12. Returns

- (a) Returns will only be accepted provided that:
  - (i) the Buyer has complied with the provisions of clause 11;
  - (ii) the Seller has agreed in writing to accept the return of the Goods or pass the Goods onto to a nominated person or company;
  - (iii) the Seller will not be liable for Goods which have not been stored or used in a proper manner; and
  - (iv) the Goods are returned in the condition in which they were delivered and with all packaging material in as new condition as is reasonably possible in the circumstances.

## 13. Defaults & Consequences of Default

- (a) If the payment method described in 4.4 a) is selected, then:
  - (i) interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two percent (2%) per calendar month and such interest shall compound monthly at such a rate after as well as before any judgement.
- (b) If the Buyer defaults in payment of any invoice when due, the Buyer shall indemnify the Seller from and against all costs and disbursements incurred by the Seller in pursuing the debt including legal costs on a solicitor and own client basis and the Seller's collection agency costs.
- (c) Without prejudice to any other remedies the Seller may have, if at any time the Buyer is in breach of any obligation (including those relating to payment), the Seller may suspend or terminate the supply of Goods to the Buyer and any of its other obligations under the terms and conditions.



The Seller will not be liable to the Buyer for any loss or damage the Buyer suffers because the Seller has exercised its rights under this clause.

## 14. Cancellation

In the event that the Buyer cancels delivery of Goods the Buyer shall be liable for any loss incurred by the Seller (including, but not limited to, any loss of profits) up to the time of cancellation.

## 15. Privacy Act 1988

The Buyer agrees for HiveXchange to obtain from a credit reporting agency a credit report containing credit information about the Buyer.

## 16. GST

### 16.1 Definitions

In this clause 16:

- (a) the expressions **Consideration, GST, Input Tax Credit, Recipient, Supply, Tax Invoice** and **Taxable Supply** have the meanings given to those expressions in the *A New Tax System (Goods and Services Tax) Act 1999 (GST Act)*; and
- (b) **Supplier** means any party treated by the GST Act as making a Supply under these Terms.

### 16.2 Consideration is GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or Consideration to be provided under or in accordance with these Terms are exclusive of GST.

### 16.3 Payment of GST

- (a) If GST is imposed on any Supply made under or in accordance with these Terms, the Recipient of the Taxable Supply must pay to the Supplier an additional amount equal to the GST payable on or for the Taxable Supply, subject to the Recipient receiving a valid Tax Invoice in respect of the Supply at or before the time of payment.
- (b) Payment of the additional amount must be made at the same time and in the same way as payment for the Taxable Supply is required to be made in accordance with these Terms.

### 16.4 Reimbursement of expenses

If these Terms require a party (the **First Party**) to pay for, reimburse, set off or contribute to any expense, loss or outgoing (**Reimbursable Expense**) suffered or incurred by the other party (the **Other Party**), the amount required to be paid, reimbursed, set off or contributed by the First Party will be the sum of:

- (a) the amount of the Reimbursable Expense net of Input Tax Credits (if any) to which the Other Party is entitled in respect of the Reimbursable Expense (**Net Amount**); and

- (b) if the Other Party's recovery from the First Party is a Taxable Supply, any GST payable in respect of that Supply,

such that after the Other Party meets the GST liability, it retains the Net Amount.

## 17. Disclaimer

- (a) Buyers or Sellers may be bound by additional terms and conditions imposed by them. HiveXchange is not responsible for any claims or complaints about Buyers or Sellers or the goods and services provided by Sellers, nor disputes between Members about their terms and conditions of trade (if any). HiveXchange does not warrant that any Goods supplied by a Seller is of a particular standard or is safe and fit for consumption.
- (b) Members must make themselves comfortable through the information provided by Members on the Website, by contacting the Buyer or Seller directly, or through such other means or methods as may be deemed appropriate, as to the quality and reliability of the Seller and the Seller's compliance with applicable laws.
- (c) Sellers may represent certain standards with respect to their Goods, such as "organic" or allergen specific standards. HiveXchange does not investigate or verify any such representations. HiveXchange will not be liable or responsible for any Goods or Services offered by Sellers or any errors or misrepresentations made by them.
- (d) HiveXchange is not responsible for any typographical or photographic errors in relation to any detail or description of a Seller.
- (e) Neither HiveXchange nor any of its respective directors, officers, employees, contractors or agents, makes any representation or warranty as to the accuracy, completeness, currency or reliability of the information contained on the Website (including in relation to any Goods or Services).
- (f) Members use HiveXchange and the Website at their own risk.
- (g) The services of HiveXchange are provided on an "as is" and "as available basis".
- (h) To the extent permitted by Law, HiveXchange makes no express or implied warranties, terms and/or conditions (including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.)
- (i) HiveXchange (including its affiliates, parent, associated entities) to the extent permitted by the Relevant Laws is not liable, for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from:
  - (i) Members use or inability to use the HiveXchange services;
  - (ii) disruptions to the HiveXchange service;
  - (iii) malicious software obtained by linking to HiveXchange;

- (iv) damage to hardware from accessing HiveXchange; and
  - (v) representations, misrepresentations, actions or inactions of third parties (which for the avoidance of doubt include members of HiveXchange).
- (j) HiveXchange is not subject to any equitable remedy such as specific performance, injunction, or other equitable remedy.

## 18. Limitation of liability

- (a) Subject to this clause 18, HiveXchange will not be liable to Members for any indirect, incidental, special or consequential loss or damage, loss of profits or anticipated profits, economic loss, loss of business opportunity, loss of data, loss of reputation or loss of revenue (irrespective of whether the loss or damage is caused by or relates to breach of contract, tort (including negligence), statute or otherwise) arising in connection with the Website, the Content, all links to or from the Website or the goods and services advertised or purchased from the Website.
- (b) Subject to clause 18(c) the maximum aggregate liability of HiveXchange for all proven losses, damages, costs, expenses and claims arising out of or in connection with these Terms, whether arising in or under contract (including for liability under an indemnity), statute, tort (including negligence), equity or otherwise at law, is limited to \$100.
- (c) Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred on Members by the Australian Consumer Law, Schedule 2 of the *Competition and Consumer Act 2010 (Cth)* (ACL) or any other applicable law that cannot be excluded, restricted or modified by agreement.

## 19. General

- (a) Any provision of these Terms which is invalid in any jurisdiction must, in relation to that jurisdiction:
  - (i) be read down to the minimum extent necessary to achieve its validity, if applicable; and
  - (ii) be severed from these Terms in any other case,
 without invalidating or affecting the remaining provisions of these Terms or the validity of that provision in any other jurisdictions.
- (b) These Terms and any contract to which they apply shall be governed by the laws of New South Wales and are subject to the jurisdiction of the courts of New South Wales.
- (c) The Seller shall be under no liability whatever to the Buyer for any indirect loss and/or expenses (including loss of profit) suffered by the Buyer arising out of a breach by the Seller of these Terms.
- (d) In the event of any breach of these Terms by the Seller the remedies of the Buyer shall be limited to damages which under no circumstances shall exceed the Price of the Goods.

- (e) The Buyer shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Buyer by the Seller.
- (f) Unless these Terms expressly provides otherwise, nothing in these Terms may be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary.
- (g) HiveXchange may amend these Terms from time to time and it is Members' responsibility to check and read these Terms regularly. Members' use of the Website will be governed by the most recent terms posted on the Website. By continuing to use the Website, Members agree to be bound by the most recent Terms.
- (h) Any trade that occurs through the Website is governed automatically by these Terms unless specific written terms or amendments are agreed in Order Confirmations.
- (i) The Buyer shall give the Seller and HiveXchange not less than fourteen (14) days prior written notice of any proposed change of ownership of the Buyer's business or any change in the Buyer's name and/or any other change in the Buyer's details (including but not limited to, changes in the Buyer's address, contact email address, facsimile number, or business practice). The Buyer shall be liable for any loss incurred by the Seller as a result of the Buyer's failure to comply with this clause.

# Privacy Policy (Policy)

## 1. We respect your privacy

- (a) HiveXchange Pty Ltd ACN 608 448 246 (**HiveXchange, we, us, our**) respects permitted users of our website (**you or your**) right to privacy and is committed to safeguarding the privacy of our customers and website visitors. We adhere to the National Privacy Principles established by the Privacy Act 1988 (Cth) (**Privacy Act**). This Policy sets out how we collect and treat your personal information.
- (b) "Personal information" is information we hold which is identifiable as being about you.

## 2. Collection of personal information

- (a) HiveXchange will, from time to time, receive and store personal information you enter onto our website, provide to us directly or give to us in other forms.
- (b) You may provide basic information such as your name, phone number, address and email address to enable us to send information, provide updates and process your product or service order. We may collect additional information at other times, including but not limited to, when you provide feedback, when you provide information about your personal or business affairs, change your content or email preference, respond to surveys and/or promotions, provide financial or credit card information, or communicate with our customer support.
- (c) Additionally, we may also collect any other information you provide while interacting with us.

## 3. How we collect your personal information

HiveXchange collects personal information from you in a variety of ways, including when you interact with us electronically or in person, when you access our website and when we provide our services to you. We may receive personal information from third parties. If we do, we will protect it as set out in this Policy.

## 4. Use of your personal information

- (a) HiveXchange may use personal information collected from you to provide you with information, updates and our services. We may also make you aware of new and additional products, services and opportunities available to you. We may use your personal information to improve our products and services and better understand your needs.
- (b) HiveXchange may contact you by a variety of measures including, but not limited to telephone, email, sms or mail.

## 5. Disclosure of your personal information

- (a) 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 Policy. Personal information is only supplied to a third party when it is required for the delivery of our services.

- (b) 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.
- (c) We may also use your personal information to protect the copyright, trademarks, legal rights, property or safety of HiveXchange, its customers or third parties.
- (d) Information that we collect may from time to time be stored, processed in or transferred between parties located in countries outside of Australia.
- (e) 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. This information may be disclosed to a potential purchaser under an agreement to maintain confidentiality. We would seek to only disclose information in good faith and where required by any of the above circumstances.
- (f) By providing us with personal information, you consent to the terms of this Policy and the types of disclosure covered by this Policy. Where we disclose your personal information to third parties, we will request that the third party follow this Policy regarding handling your personal information.

## **6. Security of your personal information**

- (a) HiveXchange is committed to ensuring that the information you provide to us is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure information and protect it from misuse, interference, loss and unauthorised access, modification and disclosure.
- (b) The transmission and exchange of information is carried out at your own risk. We cannot guarantee the security of any information that you transmit to us, or receive from us. Although we take measures to safeguard against unauthorised disclosures of information, we cannot assure you that personal information that we collect will not be disclosed in a manner that is inconsistent with this Policy.

## **7. Access to your personal information**

- (a) You may request details of personal information that we hold about you in accordance with the provisions of the Privacy Act. A small administrative fee may be payable for the provision of information. If you would like a copy of the information which we hold about you or believe that any information we hold on you is inaccurate, out of date, incomplete, irrelevant or misleading, please email us at [support@hivexchange.com.au](mailto:support@hivexchange.com.au).
- (b) We reserve the right to refuse to provide you with information that we hold about you, in certain circumstances set out in the Privacy Act.

## 8. Complaints about privacy

- (a) If you have any complaints about our privacy practices, please feel free to send in details of your complaints to [support@hivexchange.com.au](mailto:support@hivexchange.com.au), Box 260 Summer Hill, NSW 2130 AU. We take complaints very seriously and will respond shortly after receiving written notice of your complaint.

## 9. Changes to Policy

- (a) Please be aware that we may change this Policy in the future. We may modify this Policy at any time, in our sole discretion and all modifications will be effective immediately upon our posting of the modifications on our website or notice board. Please check back from time to time to review this Policy.

## 10. Website

- (a) When you come to our website we may collect certain information such as browser type, operating system, website visited immediately before coming to our site, etc. This information is used in an aggregated manner to analyse how people use our site, such that we can improve our service.
- (b) We may from time to time use cookies on our website. Cookies are very small files which a website uses to identify you when you come back to the site and to store details about your use of the site. Cookies are not malicious programs that access or damage your computer. Most web browsers automatically accept cookies but you can choose to reject cookies by changing your browser settings. However, this may prevent you from taking full advantage of our website.
- (c) Our website may from time to time use cookies to analyse website traffic and help us provide a better website visitor experience. In addition, cookies may be used to serve relevant ads to website visitors through third party services such as Google Adwords. These ads may appear on this website or other websites you visit.
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