

PRO DIGITAL MARKETING

PRIVACY POLICY

1. This Privacy Policy sets out the rules we will abide by when dealing with personal information we collect from individuals in the course of our business. The Company shall comply with the Australian Privacy Principles and the Privacy Act 1988 (Cth) (Privacy Act).
2. In this policy, we, our or us is a reference to Moonlight Consultancy Pty Ltd trading as Pro Digital Marketing (ACN 627 665 034).
3. Personally Identifiable information is any information about you where your identity is apparent, or can reasonably be ascertained, and may include Sensitive Information (defined below).
4. Sensitive Information is information or an opinion about a person's racial or ethnic origin, political opinions, membership of a political association, religious beliefs or affiliations, philosophical beliefs, sexual preferences, health or medical information or criminal records.
5. This policy covers Personally Identifiable information collected directly from you when you contact us, access our website at prodigitalmarketing.com.au (Website) or make an enquiry or agree to receive digital marketing services provided by our company (Services).
6. We may make modifications to this policy from time to time. You understand that such modifications may require You to become familiar with these updates to this policy. Further, You acknowledge and agree that You accept these modifications to continue the use of Pro Digital Marketing Software and Services.
7. Your use of the Website and our Services is also subject to our General Terms and Conditions. These General Terms and Conditions may be found here: <https://prodigitalmarketing.com.au/terms-and-conditions/>

Collection of Personal Data

8. We collect Personally Identifiable information about you at different times such as:
 - a. We collect details of your visits to our website and the resources that you access, including, but not limited to, traffic data, location data, weblogs and other communication data, information that you provide by filling in forms on our website, such as when you sign up to our newsletter, register for information or make a purchase, and information provided to us when you communicate with us for any reason.
 - b. Information we require to provide the Services. When you first sign up or contact us for our Services, or when you make an enquiry about our Services, we collect information such as:
 - i. your name;
 - ii. address;
 - iii. telephone number;
 - iv. domain name;
 - v. email address of your primary contact; and
 - vi. financial information including credit card and debit card details.
 - c. Non-personally identifying information. The following information may also be logged for statistical purposes and for the purposes of marketing and advertising to you:
 - i. server address;
 - ii. top level domain name (.com, .gov etc);
 - iii. date and time of visit;
 - iv. iv. page accessed;
 - v. documents downloaded;
 - vi. referring site; and type of browser.
 - d. We will not record any identifying details (such as name and/or address) of the individual user, or their other browsing activities unless the user has physically entered them into a form or directed to do so under a law enforcement agency.
 - e. We collect Personally Identifiable information about our staff, contractors and job applicants, including name, address, contact details and work experience.
 - f. We also collect demographic information.
 - g. We do not assume any responsibility for the privacy or security practices of any other web sites which you may be able to access through our site, or for our customers' level of compliance with our code.

Use of Personal Data

9. We use your Personal Information to best operate and improve the delivery of our Services to you. We will use your Personal Information to provide you with:
 - a. sales and technical support;
 - b. billing and credit control;
 - c. product upgrades and information;
 - d. renewal notices;
 - e. maintenance notices;
 - f. system changes; and
 - g. other functions relevant to the Services we are providing to you.
10. We may also use your Personal Information for related purposes such as:
 - a. to measure your experiences of our products, our Services and/or our Website, improve or develop our Services and/or our Website, and perform research/analysis.
 - b. to contact you in relation to upgrading your use of our Services, special offers (from us, or on behalf of third parties), with newsletters, surveys, and individual service audits, or in response to any expression of interest we may receive from you in relation to our products and Services;
 - c. if you respond voluntarily to any of our surveys or other interactive communications, we will collect those responses and use the information to improve the quality and range of our products and Services;
 - d. to identify the source of new customers;
 - e. to monitor and address complaints, other feedback, and to resolve disputes;
 - f. in the case of credit cards, to bill you for Services;
 - g. in the case of an ABN, to verify your identity;
 - h. to maintain a technical and account history of your dealings with us, and to re-establish your account with us where you re-join as a customer within a reasonable time after having terminated your account;
 - i. for internal administration processes; and
 - j. to monitor your compliance with our General Terms and Conditions or any other agreement for Services you have entered into with us.
11. When you engage us for the Services, or make enquiries of our Services, you provide your consent to us to send promotional material to you. You may stop the delivery or “opt-out” of future promotional email by following the specific instructions in the email you receive.

Disclosure of Personal Data

12. We will not disclose any Personal Information without your express consent, other than in the following circumstances:
 - a. if we are required to do so by law or in the good faith belief that such action is necessary to protect the interests of our business – for example, disclosure to a Court in the event of legal action to which we are a party.
 - b. to contractors providing licensed collections services, credit card payment processing and Customer Resource Management services, who comply with our privacy and security policies;
 - c. if we sell our business or part of it; and
 - d. in extreme circumstances, to protect the personal safety of users of our Services, Website, our staff or the public.
13. We may supply your Personal Information to third parties to perform services on our behalf such as:
 - a. market research and the distribution of marketing information to you (except where you have chosen to opt out of receiving this information from us);
 - b. analytics to assist in identifying your customers and their usage of your website products or social media interactions;
 - c. assisting us with the purposes for which we have collected and use your Personal Information; and
 - d. the supply of the Services.
14. Our relationships with such third-party service providers are governed by our contracts with them which require them to maintain confidentiality of Personal Information where such Personal Information is being disclosed to them.
15. In some cases, these third-party service providers who we disclose your Personal Information to may reside outside of Australia. Those service contracts contain privacy and confidentiality provisions which are consistent with the Australian privacy law obligations.

Security of Your Personal Data

16. We maintain our data in a controlled, secured cloud environment which may be stored on servers inside or outside of Australia.
17. We take reasonable steps to ensure your information is protected from misuse, interference and loss and from unauthorised access, modification or disclosure. Notwithstanding this, we are not responsible for any third-party access to Personal Information as a result of:
 - a. interception while it is in transit over the internet;
 - b. an unpatched vulnerability, a zero-day vulnerability, or an attack within 48 hours of a vendor releasing a patch or update;
 - c. spyware or viruses on the device (such as a computer or phone) from which you access our Website or otherwise contact us; or
 - d. as a result of your failure to adequately protect your username or password (if applicable).
18. We are also not responsible for any losses, expenses, damages and costs, including legal fees, resulting from such third-party access.
19. If we have reasonable grounds to believe that your Personal Information that we hold may be subject to unauthorised access or disclosure (eligible data breach), we will investigate and assess the suspected eligible data breach to determine whether the eligible data breach is likely to result in serious harm to you (Notifiable Data Breach). If a Notifiable Data Breach occurs, then we will notify you and the Australian Information Commissioner as soon as practicable after we become aware of the Notifiable Data Breach in accordance with our obligations under the Privacy Act. We will comply in every way with our obligations under Part IIIC – “Notification of eligible data breaches” of the Privacy Act.
20. We will destroy your information in circumstances where it is no longer required, unless required by law to retain the information.
21. You might provide Personal Information through your participation in chat sessions, email exchanges or newsgroups accessed via our websites, or another service provided by us. This information is public and immediately available to anyone who has access to such a site. Only disclose information that you are comfortable to share publicly.
22. If you collect Personal Information which you keep on Services provided, you alone are responsible for compliance with the Privacy Act in respect of that information. We take no responsibility for your dealings with Personal Information you collect. Accessing Your Personal Information
23. Under the Privacy Act, you have a right to access and seek correction of your Personal Information that is collected and held by us.
24. If at any time you would like to access or correct the Personal Information that we hold about you, please contact our privacy officer: Jarom Denny admin@prodigitalmarketing.com.au
25. To obtain access to your Personal Information:

- a. you will have to provide proof of identity to ensure that Personal Information is provided only to the correct individual and that the privacy of others is protected;
 - b. you will need to be reasonably specific about the information you require; and
 - c. we may charge you a reasonable administration fee, which reflects the cost to us for providing access in accordance with your request.
26. If we refuse your request to access or correct your Personal Information, we will provide you with written reasons for the refusal and details of complaint mechanisms.

Complaints

27. If you have a complaint about any aspect of our Privacy procedures, please contact our privacy officer. At all times, privacy complaints will be treated seriously and dealt with in a prompt and confidential manner.
28. If we cannot resolve the complaint to your satisfaction within a reasonable time, you or we may refer the complaint to the Australian Information Commissioner.