



SHOW PONY GRAPHICS PRIVACY POLICY

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SHOW PONY GRAPHICS PRIVACY POLICY

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“Show Pony Graphics” is a website at <https://www.spgraphics.com.au> (**Website**), which is owned and operated by Show Pony Graphics Pty Ltd (ACN 624 453 916) (“**Show Pony Graphics**”, “**us**”, “**our**” or “**we**”) which provides the design services, domain name services, webhosting services and related services (**Service**).

We understand that privacy is important to you. This document is our Privacy Policy which sets out how we manage personal and non-personal information that we collect (**Privacy Policy**), including our policies and procedures, regarding the collection, use and disclosure of such information in connection with our Service and our Website. If you have any questions or concerns, please let us know (see “**Contact**” section below).

It is your responsibility to ensure that you understand this Privacy Policy. If at any time you do not agree with any of it, you must cease using our Service, including our Website. This Privacy Policy may be modified from time to time by us, and we will endeavour to notify you of such modifications; however, we recommend that you check this Privacy Policy regularly for any modifications.

It is important to note that this Privacy Policy is intended to be read in conjunction with our Subscriber Terms of Service (**Subscriber Terms**) (see Subscriber Terms).

What Personal Information does Show Pony Graphics Collect?

The types of *personal information* (being information that identifies a person) that Show Pony Graphics collects depend on your dealings with us. We primarily collect and store information when you provide it to us voluntarily – this may be in the form of directly supplying the information to us when prompted to do so as part of using our Service, or indirectly by simply navigating to and browsing our Website. Generally speaking, *personal information* that we collect when you use our Service include:

- your contact details, including name, address, location, phone number, age, occupation, title, email address, usernames and other contact information;
- your billing information, including bank account and credit card details; and/or
- a record of your IP address.

We may collect *personal information* from you when you:

- subscribe to our Service and establish an account with us;
- use our Service;
- undertake any monetary transactions with us in relation to our Service;
- join or participate in any features or functions available via our Service;
- browse our Website (including through technological tools including “Log Data” and “Cookies” which collect certain information, as explained below);
- provide feedback in relation to the Service;
- post any user content to the Website (user content includes comments, images, videos and audio-visual

files) and/or

- provide it to us as part of your dealings with us.

In all other cases where information we collect cannot reasonably be used to identify you or allow a holder of such information to contact you directly, that information will not be *personal information* (**Non-Identifying Information**). A type of Non-Identifying Information that we may collect and store is statistical, analytical and other usage information and data derived from your use of our Service (usage data includes, for example, the date and time of your visit to the Website, the features or functions of our Service that you use, some 'cookies' sent to us via your Internet browser, aggregated quantitative information about active users and user activities and various other content uploaded to our Service— to the extent such information and data does not identify you, it is not *personal information*).

Why Show Pony Graphics Collects, Holds, Uses and Discloses Personal Information

We need to collect *personal information* (and Non-Identifying Information) so that we can provide our Service, and conduct our business, including but not limited to the following reasons:

- to provide you with our Service and provide any support to you;
- to allow us to complete any payment and billing transactions;
- to operate any features or functions of the Service;
- for research, analysis and profiling;
- to market, promote and advertise our business and our Service to you;
- to market, promote and advertise the goods and/or services of our associates and affiliates to you that we believe you may be interested in;
- to assist our internal administration and daily operations;
- to allow us to better understand your use of our Service;
- to improve, upgrade, repair, maintain or monitor our Service;
- to deal with any disputes with you in connection with our Service; and/or
- to comply with any obligations that we may have under the law or otherwise.

We may combine your *personal information* with Non-Identifying Information and aggregate it with any other information to attempt to provide you with a better experience of our Service, to improve the quality and value of the Service and to analyse and understand how the Service are used.

In relation to our use of your *personal information* for any direct marketing purposes by us, we will ensure that there is a means available for you to request not to receive direct marketing communication from us; alternatively, you can contact us (see "**Contact**" section below) to advise us that you do not want to receive any direct marketing.

Will your Personal Information be Disclosed to a Third Party?

When you use our Service, we may need to disclose your *personal information* (and Non-Identifying Information) to third parties who require such information and/or who are the intended recipients of such information based on our understanding through your use of our Service. Generally speaking, we may disclose your personal information (and Non-Identifying Information) for the following purposes:

- (a) We may disclose your information to a third party to process any payment or billing transactions and/or to recover any payments due to us.
- (b) We may engage third parties to facilitate the provision of the Service, to perform related services (e.g. maintenance services, database management, web analytics, improvement of a service feature and marketing of our business) or to assist us in analysing how our Service are used. These third parties may have access to your information to perform these tasks. We will ordinarily require third parties not to use

or disclose any personal information that we disclose to them for any purpose other than to provide or perform the relevant services for us.

- (c) We may disclose your information to third parties for the purposes of assisting us with marketing, promoting and advertising our business and Service to you.
- (d) We may disclose your information to our related entities, which includes an entity which we share business or other common interests with or that we share common control or ownership with, to contact you regarding marketing or promotional materials relating to our Service or the goods and services of our related entities if we believe they will be of interest to you.
- (e) We may disclose your information to our associates or affiliates, which includes Providers (as defined in our Subscriber Terms), as they may require such information before participating in the Service, contributing Content (as defined in our Subscriber Terms) to the Service or for the purposes of determining whether you may have access to such Content or the conditions on which you may have access to such Content. Further, those third party entities which we disclose your information to may also use your information for the purposes of marketing, promoting and advertising their business, goods and/or services to you (in such cases those third parties will be responsible for comply with all applicable laws in relation to such marketing activities).
- (f) We may disclose your information if this is required by law, to assist with any law enforcement activities of a government entity, to take professional legal, financial or taxation advice, to deal with any disputes with you in connection with our Service or to deal with (including to pursue or defendant against) any legal claims.

Other than as specified in this Privacy Policy, no personal information will be provided to a third party without your consent. However, Show Pony Graphics cannot control, and will not be liable, for any use of your personal information by any third party to whom your information is sent with your consent or permission or as part of the normal processes of using our Service.

Other Matters

There are some other matters which you should be aware of regarding the use of information on our services:

1. **Direct Marketing.** As explained in multiple parts of this Privacy Policy, we may use and disclose the information that we collect about you for purposes of marketing, promotion and advertisement, including to allow a third party to directly market their goods and services to you. By using our Service, you hereby consent to us using and disclosing your information for direct marketing purposes. As stated above, and where appropriate, we will ensure that there is a means available for you to request not to receive direct marketing communication from us; alternatively, you can contact us (see “**Contact**” section below) to advise us that you do not want to receive any direct marketing. Also, we may or may not receive a fee or other consideration in the context of arrangements or engagements with third parties which may include direct marketing activities, including the disclosure of such information to permit such activities by third parties, however, in no circumstances are we required to disclose such arrangements or engagements to you as they may contain sensitive business information the disclosure of which is either forbidden or may interfere with our business and other relationships.
2. **Cookies.** Like many websites, we use "cookies" to collect a variety of website usage information and data. A cookie is a small data file that is transferred to your computer's hard disk. There are session cookies and persistent cookies – we may use both so we can better understand how you interact with our Service and to monitor web traffic routing with the aim of improving or monitoring our Service. Most Internet

browsers automatically accept cookies, however you can instruct your browser (via the options section) to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit, however, doing so may mean you will not be able to use all or parts of our Service.

3. **Changing or Deleting Your Personal Information.** You may review, update, correct or delete the personal information provided to us by contacting us if such capabilities are not available directly via our Service. If you completely delete all of your personal information, then any subscription or user account that you may hold with us may become deactivated and you may lose the ability to use our Service. We may retain an archived copy of your records as required by law or for legitimate business purposes.

4. **Access to Your Personal Information.** You may send us a request (to contact us, see “**Contact**” section below) to access the personal information about you that we have collected; you may also send us a request to correct any personal information about you that we have collected. If you seek access to your personal information from us, we may charge a fee for providing you with your personal information, in which case we will inform you of the fee in advance of providing the information. However, we may refuse to give you access to your personal information to the extent that:
 - (a) we reasonably believe that giving access would pose a serious threat to the life, health or safety of any individual, or to public health or public safety; or
 - (b) giving access would have an unreasonable impact on the privacy of other individuals; or
 - (c) the request for access is frivolous or vexatious; or
 - (d) the information relates to existing or anticipated legal proceedings between us and you, and would not be accessible by the process of discovery in those proceedings; or
 - (e) giving access would reveal our intentions in relation to negotiations with you in such a way as to prejudice those negotiations; or
 - (f) giving access would be unlawful; or
 - (g) denying access is required or authorised by or under a law or a court/tribunal order; or
 - (h) both of the following apply:
 - (i) we have reason to suspect that unlawful activity, or misconduct of a serious nature, that relates to our functions or activities has been, is being or may be engaged in; and
 - (ii) giving access would likely prejudice the taking of appropriate action in relation to the matter; or
 - (i) giving access would likely prejudice one or more law enforcement activities of a government entity; or
 - (j) giving access would reveal evaluative information generated by us in connection with a commercially sensitive decision-making process.

5. **Personal Information of a Third Party.** If you provide us with personal information relating to another person, you should ensure that you have obtained the prior consent of that person. As that information may be disclosed to an intended third party as part of the normal processes of using our Service, we are entitled to assume that you have explained to the person how we may use their information.
6. **Log Data.** When you use our Service, our servers automatically record information that your browser sends whenever you visit our Websites (**Log Data**). This Log Data may include information such as the browser type or the webpage you were visiting before you came to our service, pages of our service that you visit, the time spent on those pages, information you search for on our service, access times and dates, and other statistics. We use this information to monitor and analyse use of our Service and its technical administration, to increase our Service's functionality and usability, and to better tailor our Service to our users' needs.
7. **Links.** Our Service may contain links to other third party websites and their services (for example, the website of a Content Provider). If you choose to visit another website or online service by clicking on a link on our Service, you will be directed to that third party's website or online service. The fact that we may link to a website or online service is not an endorsement, authorisation or representation of our affiliation with the operator of that website or online service, nor is it an endorsement of their privacy or information security policies or practices. We do not exercise control over third party websites and online services. We encourage you to read the privacy policies and terms and conditions of use on those websites or online services that you visit before providing any information or using such websites or services.

Security of Information

We will take all reasonably commercial steps to ensure the security of your personal information from misuse and loss, and from unauthorised access, modifications or disclosure as required under the *Australian Privacy Principles* (as set out in Schedule 1 of the *Privacy Act 1988* (Cth)). We use commercially reasonable safeguards to preserve the integrity and security of personal information collected to prevent misuse or loss. However, we cannot ensure or warrant the absolute security of any such information you provide to us or guarantee that information may not be accessed, disclosed, altered, or destroyed by unauthorised persons. We do not warrant that our Service will be without error or interruption, or will be free from unauthorised or fraudulent third party access as a result of the nature of Internet transmissions.

Complaints about Your Personal Information

If you are concerned with how we collect, store, use or disclose your personal information, you may make enquiries or submit a formal complaint to us (see '**Contact**' section below). We will use reasonable endeavours to address your enquiry or complaint and will endeavour to respond to you within twenty-one (21) days of receipt of your initial enquiry or complaint (to the extent that we feel your complaint is complex or that we require further time to provide a substantive response, we will send you a notice to that effect).

You must provide reasonable assistance to us to allow us to address your enquiry or complaint, including providing us with appropriate information and feedback on request.

If you feel your enquiry or complaint has not been adequately addressed by us, you may contact the Office of the Australian Information Commissioner. However, we would advise you to notify us beforehand of why you feel we have not adequately addressed your enquiry or complaint and allow us an opportunity to respond to you. If you would like any further information about your rights to privacy, please contact or visit the website of the Office of the Australian Information Commissioner at <http://www.oaic.gov.au>.

Cross-border Disclosure

We may disclose some of your personal information such as your name and email address to organisations located outside Australia, in countries which do not have the same or substantially similar privacy laws, but only to the extent necessary to provide you with the products or services requested by you. It is not practicable to provide you with the names of the countries currently.

Contact Us

If you have any questions about this Privacy Policy or any of the practices described herein, if you wish to update information we hold about you, make a complaint, or request a copy of our most current Privacy Policy, or if you are of the view that personal information about you is inaccurate or out of date, please contact us via any method available through our Service or the Website.