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Connexion - Privacy Policy

We are committed to protecting and maintaining privacy, accuracy and security of Your Personal Information in accordance with the Australian Privacy Principles and the Privacy Act 1988 (Cth) ("Privacy Act"), as well as other applicable laws and codes. This Privacy Policy sets out Our policy relating to the collection, use and disclosure of Your Personal Information. By using Connexion, You consent to be bound by this Privacy Policy.

1. Definitions

In this Privacy Policy:

1.1. **Connexion means** the vehicle information collection and reporting system that comprises of the Connexion Web Portal and the Connexion Hardware;

1.2. **Connexion Hardware** means the small device, incorporating a SIM, that is connected to the vehicle data port that accesses that vehicle's central computer system to retrieve Fleet Data for the purposes of transmission over a telecommunication network connection to the Connexion Web Portal;

1.3. **Connexion Mobile Applications** means any application available on a mobile device through which Registered Users can view vehicle information and Fleet Data obtained from the Connexion Hardware.

1.4. **Connexion Web Portal** means the dynamic web portal where users of the Connexion cloud service can view vehicle information and Fleet Data obtained from the Connexion Hardware;

1.5. **Fleet Data** means any data or information relating to the performance of a vehicle, including but not limited to the vehicle's real-time location, speed, fuel consumption, fuel efficiency, distance travelled, engine performance and behaviour, as collected by the Connexion Hardware;

1.6. **Network Operator** means the third party operator of any telecommunications network on which Connexion relies;

1.7. **SIM** means a subscriber identity module which is an electronic memory device for storing user specific data to allow controlled and secure use of Connexion Hardware with Our Network Operator;

1.8. **We, Us, Our** means Connexion Telematics Limited (ABN 68 004 240 313); and

1.9. **You, Yourself, Your** means any person or entity using, or intending to use, Connexion (including any person

or entity authorising such use).

2.What is Personal Information?

2.1. 'Personal Information' referred to in this Privacy Policy consists of any information or opinion that identifies You or that will enable Your identity to be reasonably ascertained. Personal Information can include Your name and contact details such as Your residential or postal address, email address, date of birth or Your telephone number.

3.What Personal Information do We collect?

3.1. We may collect information about You when You subscribe to or when You use Connexion .

3.2. We may collect the following information:

- (a) Your name, age, email address, mailing address, phone number, Vehicle Identification Number (or VIN), mobile phone number;
- (b) Your financial information, such as Your bank account or credit card details (as required); and
- (c) Any other Personal Information You provide to Us for the Services.

Providing Us with such information is completely voluntary and You are entirely free to decide whether or not to supply this information. However, if complete and accurate information is not provided to us, You may not be able to access or use some or all Connexion .

3.3. When visiting or accessing the Connexion Web Portal online or via the Connexion Mobile Application, We may also collect and store the following details:

- (a) IP address from which You access Connexion;
- (b) the date and time You access Connexion;
- (c) any third party website from which You accessed Connexion;
- (d) statistics on page views, traffic to-and-from Connexion; and
- (e) other transactional information about Your access to Connexion.

However, please note that the above information does not personally identify You. Our servers may use this information for security purposes, systems administration, to enforce compliance with our terms and conditions and to protect our products, services and website. We may also evaluate anonymous or de-identified data sets for statistical purposes.

4.How do We use Personal Information?

4.1. In addition to using Your Personal information to provide Connexion to You or Your organisation, this information may be used:

- (a) to verify Your identity, respond to Your requests, and contact You when necessary;
- (b) to provide You with news, information and marketing or promotional material in relation to Connexion , Our company or Our affiliates;
- (c) to monitor who is accessing Connexion;
- (d) to profile the type of people using Connexion;
- (e) to improve Connexion; and
- (f) as otherwise permitted by law.

5.To whom do We disclose Personal Information?

5.1. We may provide Your Personal information to:

- (a) parties to whom You authorise us to disclose Your Personal Information to;
- (b) Our affiliates, contractors and service providers, assisting Us in the provision of Connexion to You, who may be located overseas, including, but not limited to, the United States of America and Singapore;
- (c) government and regulatory authorities, as required or authorised by law; or
- (d) other third parties as permitted by law.

5.2. Our staff, affiliates, contractors and service providers who handle or obtain Personal Information are subject to obligations of confidentiality and privacy under the Privacy Act, any applicable privacy laws and this Privacy Policy.

6.Can I opt-out of providing Personal Information?

6.1. If You do not wish to have Your Personal Information used or disclosed in a manner described in this Privacy Policy, You can contact us. We will, if practicable, also allow You to use a pseudonym or to not identify Yourself (unless this is impractical or against the law) in Your communications with Us. However, please note that if You do so, You may not be able to access, or use, all or part of Connexion.

6.2. Notwithstanding paragraph 6.1, We may still use or disclose Your Personal Information if:

- (a) We subsequently notify You of the intended disclosure and You do not object to that use or disclosure;
- (b) We believe that the use or disclosure is reasonably necessary to assist a law enforcement agency or an agency responsible for government or public security in the performance of their functions;
- (c) to enforce Our terms and conditions;
- (d) to protect Our rights;
- (e) to protect the safety of members of the public and users of Connexion; or
- (f) We are required by law to disclose the information.

7.Can I opt-out of promotional and marketing content?

7.1. You may, at any time, elect to opt-out of receiving direct marketing and promotional communications by contacting Our Privacy Officer in accordance with paragraph 12.1 below or by any other simple means to opt-out We provide You. However, please note that some of Our services may include a direct marketing and promotional communications feature which cannot be removed and as such You may not be able to access or use some Connexion features or functions if You elect to opt-out of all direct promotional and marketing communications.

7.2. Within Connexion , You may elect to not receive future updates or notifications by selecting 'Do not send me notification emails' in Your user profile 'Account Settings'. You may also elect not to receive future newsletters by selecting 'Do not send me Connexion newsletters in Your user profile 'Account Settings'. All notification emails and Connexion newsletters provide You with instructions for opting-out of these future communications.

8.Third Party Providers

8.1. For Your convenience, the Connexion Web Portal and Connexion Mobile Application may contain links and pointers to advertisements, applications and internet sites maintained by external third party providers ("Third Party Providers"). Some Third Party Providers' websites can be accessed and viewed through the Connexion Web Portal or and Connexion Mobile Application whilst others may run independently. Third Party Providers are not under Our

control and We are not responsible for their content (including suitability for Your intended use) or any link contained in the Third Party Provider's website. We do not endorse any information on Third Party Providers' websites nor any associated organisation, product or services.

8.2. You are responsible for reading the privacy policies and/or practices associated with the Third Party Provider separately.

9. Use of Cookies

9.1. In accessing the Connexion Web Portal or and Connexion Mobile Application, We may also utilise "cookies" to enable Us to monitor traffic patterns and to serve You more efficiently.

9.2. Cookies are small data files which are placed on Your computer by web servers when You visit certain websites. The Connexion Web Portal and Connexion Mobile Application use cookies to allow us to identify regular visitors and collect information about Your usage of the website. A cookie does not identify You personally, but it does identify Your computer. You can set Your internet browser to notify You when You receive a cookie and this will provide You with an opportunity to either accept or reject it in each instance.

10. Data Security

10.1. We will take all commercially reasonable steps to protect all Personal Information which We hold from misuse, loss and from unauthorised access, modification or disclosure. The security of our systems is regularly reviewed to ensure ongoing protection against damage, loss and/or unauthorised access. Our security precautions are regularly updated and improved in line with technical developments.

10.2. However, You should be aware that no data transmission over the internet can be guaranteed as completely secure. We do not warrant the security of any information You transmit to us over the internet, and You do so at Your own risk.

10.3. Please note that we may use overseas facilities to process, store, and encrypt or back up information. If You provide any Personal information to us, You also consent to the transfer by Us of Your information to Our overseas facilities for storage in the United States of America and Singapore, or elsewhere in the world. However, this does not change any of Our commitments to safeguard Your privacy to the standard required by the Privacy Act.

11. How can You access and correct Your Personal Information?

11.1. We encourage You to update Us regularly with Your Personal Information to ensure that the information that We hold about You is up-to-date, accurate and complete. You may make a request for access to or correction of any personal information we hold about You at any time. We may request You to verify Your identity before processing Your request.

11.2. A fee will not apply to making a request for access to or to update Your Personal Information. However, a fee may apply and be charged for providing the information to You. The fee covers the cost to us in collating, copying and providing certain information to You.

11.3. In some circumstances where We correct a record, We may still require retention of the original record.

11.4. In some circumstances, We may refuse to provide You with access to or correct Your Personal Information including, but not limited to, where:

- (a) giving access would have an unreasonable impact on the privacy of others;
- (b) the information relates to existing or anticipated legal proceedings, and the information would not be discoverable in

those proceedings;

(c) giving access would be unlawful;

(d) denying access is otherwise required or authorised by law; or

(e) the request for access is frivolous or vexatious.

11.5. If We refuse to provide You with access to or correct Your Personal Information, We will provide You with an explanation in writing.

11.6. If You wish to stop receiving any communications from Us or if You wish to have Your Personal information deleted, please let Us know by contacting Our Privacy Officer in accordance with paragraph 12.1 below and we will take all reasonable steps to delete it, unless we need to keep it for legal reasons.

11.7. Personal Information that is obsolete and no longer required will automatically be destroyed except where required for data analysis purposes. If it is used for such purposes, the Personal Information will be de-identified.

12. Making a complaint

12.1. In addition, if You have any concerns about how Your Personal information has been collected, used or disclosed, and You wish to make a complaint about a possible breach of privacy laws, You can contact Our Privacy Officer, as set out in paragraph 13.1 below.

12.2. The Privacy Officer will investigate Your concerns and take any necessary steps to resolve Your complaint. We may need to contact You if we need further information to investigate Your complaint and will advise You of the outcome of the investigation as soon as it is completed. We will endeavour to investigate and resolve Your complaint within 10 business days.

12.3. If You are not satisfied with the outcome of the investigation, You can contact us again to discuss Your concerns, or You may complain to the Office of the Australia Information Commissioner via www.oaic.gov.au.

13. Contact Us

13.1. If You have any questions about this Privacy Policy, if You wish to access or correct or make an enquiry regarding any Personal Information relating to You which may be in Our possession, if You have a query regarding Our privacy practices, if You have a complaint in relation to a breach of the Privacy Act or the Australian Privacy Principles, or if you would like a printed copy of this Privacy Policy, please contact Our Privacy Officer at postal address: Level 8, 350 Collins Street, Melbourne, Vic 3000, Australia, or email: enquiries@connexionltd.com

14. Changes to this Privacy Policy

We reserve the right to change, modify or update this Privacy Policy at any time. You are responsible for consulting this Privacy Policy on a regular basis to inform Yourself of any amendments that may have been made. The amended Privacy Policy will apply between us whether or not We have given You specific notice of any change.

Connexion Telematics Security Policy

Connexion Telematics uses the eWAY Payment Gateway for its online credit card transactions. eWAY processes online credit card transactions for thousands of Australian merchants, providing a safe and secure means of collecting payments via the Internet. All online credit card transactions performed on this site using the eWAY gateway are secured payments.

Payments are fully automated with an immediate response.

Your complete credit card number cannot be viewed by Connexion Telematics or any outside party.

All transactions are performed under 128 Bit SSL Certificate.

All transaction data is encrypted for storage within eWAY's bank-grade data centre, further protecting your credit card data.

eWAY is an authorised third party processor for all the major Australian banks.

eWAY at no time touches your funds; all monies are directly transferred from your credit card to the merchant account held by Connexion Telematics.

For more information about eWAY and online credit card payments, please visit www.eWAY.com.au

Connexion Telematics Delivery Policy

Physical Goods

After ordering online, you will receive an email confirmation from eWAY containing your order details (if you have provided your email address). We will normally confirm receipt of your order within a few minutes of ordering. We will attempt to send your goods via registered post within three working days; however if goods are unavailable delivery will take a little longer.

If you wish to query a delivery please contact us at enquiries@connexionltd.com

Digital Delivery

After ordering online, you will receive an email confirmation from eWAY containing your order details (if you have provided your email address). We will normally confirm receipt of your order within a few minutes of ordering. We will attempt to send your login details via email within three working days.

If you wish to query a delivery please contact us at enquiries@connexionltd.com

Refund & Returns Policy

Should You wish to terminate Your Subscription other than in accordance with clause 2.1 of terms and conditions, You will be liable to pay Us an amount equal to the total of the then remaining Subscription Fees which would have been payable for the remainder of the current Term.

Please email us at enquiries@connexionltd.com if you are not satisfied with your purchase so that we can resolve any problems.

All products must be returned in their original condition. All postage and insurance costs are to be paid by the buyer.

We recommend that you return the product via Registered post and that you pre pay all postage.

You assume any risk of lost, theft or damaged goods during transit and therefore advise you take out shipment registration of insurance with your postal carrier. Connexion Telematics will not be responsible for parcels lost or damaged in transit if you choose not to insure.

CONNEXION

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LEGAL & REGULATORY

TERMS & CONDITIONS