

LIVECONNECTED'S PRIVACY POLICY

This is an extract from the full Terms & Conditions, which is available online www.liveconnected.com.au

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5. PRIVACY AND HOW WE DEAL WITH YOUR PERSONAL INFORMATION

5.1. PRIVACY POLICY

Live Connected Pty Limited is committed to maintaining the privacy of your personal information. This Privacy Policy sets out how we deal with personal information. Any changes to the Live Connected Privacy Policy, will be found on our website at www.LiveConnected.com.au.

5.2. IS LIVE CONNECTED BOUND BY THE NATIONAL PRIVACY PRINCIPLES?

As a private sector company, we are bound by provisions of the Privacy Act 1988, including the National Privacy Principles. If you use Live Connected services whilst 'roaming' in a country outside Australia, the treatment of your personal information may be subject to laws and regulations that apply in that country and you should therefore be aware of this. To the extent that LiveConnected is required to comply with relevant local laws, it will do so, respecting your data's privacy as far as possible.

5.3. HOW LIVE CONNECTED COLLECTS PERSONAL INFORMATION

We may collect your personal information when you register with us in order that we can provide to you from time to time information from us or to provide you with opportunities to enter competitions or participate in Live Connected and Live Connected sponsored promotions. You acknowledge by submitting to us any data and also by becoming a Live Connected customer, this and that Live Connected may from time to time email, phone or mail you with information about Live Connected, our latest offers and other relevant information.

We collect and collate your personal information when you supply it to us and when you use Live Connected services, including your preferences, your location, who you contact and who contacts you while you are using our network. BUT such information will not be divulged to any person or organization other than as required by law.

We will require your personal information for the purpose of providing you with Live Connected services. If you do not provide us with your personal information we may not be able to supply you with Live Connected services.

5.4. USE OF YOUR PERSONAL INFORMATION AND CREDIT INFORMATION

We will securely hold your personal information and Live Connected will not deal in any manner with such data other than for Live Connected to utilize it for statistical and marketing analysis AND in such event, no personal or sensitive information will be used at all, and ONLY generic information such as might be found in a census will be distilled from it, WITH NO identification of any individual or any individual data AT ALL. If the form or results of analysis or collation of any of the information we

collect about you might be considered as 'sensitive', then we will ask your permission in order for Live Connected to use or share this information with third parties.

5.5. CAN I OPT OUT OF MARKETING MESSAGES?

You can always and at any time opt out of being a recipient of Live Connected marketing messages. To do so, contact Live Connected via email at care@LiveConnected.com.au

Please however note that as your service may be advertising-subsidized, opting out of marketing messages may result in an increase in your monthly access fee and changes to your terms and conditions including the possibility of a plan exit fee being imposed. Please contact our staff at care@liveconnected.com.au to find out what the exit cost to you might be in such event.

5.6. DATA AND CONNECTION TO LIVE CONNECTED SERVICES - WHEN YOU CONNECT TO LIVE CONNECTED SERVICES WE:

- 5.6a. may collect information about the way you use Live Connected services, your preferences, your location when using Live Connected services the type of person or organisation you contact and who may contact you when you use Live Connected services;
- 5.6b. will use your information to create and maintain data for accounts and billing, provide you with Live Connected services, enable you to communicate using the Live Connected network, collect your payments and prevent fraud and improper use(including prevention of unauthorized access, use, modification, disclosure or other misuse) and in so doing will ensure that only authorized personnel associated with Live Connected have access to your personal information and data;
- 5.6c. may send information to your handset about Live Connected services and our products, including special promotions or offers from our sponsors and our content providers;
- 5.6d. may use your personal information to conduct direct marketing to you (subject of course to your right to 'unsubscribe' mentioned above);
- 5.6e. will monitor and record calls between you and Live Connected Customer Care for training, quality and contractual purposes;
- 5.6f. will capture personal information when we are obligated to when you are the purchaser of a prepaid telephone service (even if you are not the end user);
- 5.6g. may pass your personal information on to other parties that are expressly authorized by Live Connected only for the purposes of supplying telecommunications services or fixing network and/or service faults;
- 5.6h. will provide your personal information to government agencies as required by law (e.g. Australian enforcement and revenue protection agencies, the Australian Government and ACMA);
- 5.6i. may share your information with other members of our group of companies, and any associated entities within the meanings ascribed to such terms by the Corporations Act;. and
- 5.6j. may contact you about other products and services offered by and available from other companies in our group of companies' .

Your application for Live Connected services or a 'Handset Installment Plan' may be subject to a credit assessment, verification of your personal details and an employment check. If we form the view that

all or any of these checks are such that from a credit assessment standpoint, they are to us unsatisfactory, we will not enter into an agreement with you. In such event, we will ensure that your information and data supplied to us for the purposes of the application, is disposed of within five (5) business days.

We may provide information about you to a credit-reporting agency for the purpose of obtaining a consumer credit report about you and allowing the credit-reporting agency to create or maintain a credit information file containing information about you. This is limited to identifying information, general particulars of your account, notice of payments more than sixty (60) days overdue, cheques dishonoured more than once and serious credit infringements. This information may be given before, during or after the provision of credit and services to you.

Where relevant, we may obtain information about you from a business that provides information about the commercial credit-worthiness of persons for the purpose of assessing your application for credit and collecting any overdue payments. If you apply for commercial credit, we may obtain a consumer credit report about you from a credit-reporting agency for the purpose of assessing your application for commercial credit and collecting overdue payments.

5.7. ACCURACY OF YOUR INFORMATION

You acknowledge that all information you provide to Live Connected as it requires, is true and correct and you must ensure that all your personal details are accurate, complete and not misleading. You must also tell us if any of your details change, within five (5) business days of such change occurring or arising.

5.8. ACCESS TO PERSONAL INFORMATION

You have the right to seek or obtain a copy of personal information about you that we may hold. We will handle such requests for access to personal information in accordance with the National Privacy Principles.

As long as we can verify your identity, the person you speak to may be able to provide you with the information you require over the telephone. If you wish to have a copy of that information we ask that you put your request in writing and either post or fax it to us.

If you believe we hold personal information about you that you consider to be inaccurate, incomplete or out of date you should contact us to ensure that our records are as up to date as can be. In some cases it is necessary for us to keep a record of what we know or understand to be correct at a particular time. However, in those circumstances, if you request, we will take reasonable steps to associate with the relevant record of your personal information, a statement to the effect that you claim the information is inaccurate, incomplete or out of date.

5.9. COMPLAINTS

You can obtain more information about the way Live Connected manages your personal information, or complain about breaches of your privacy in writing, to:

privacy_commissioner@LiveConnected.com.au

5.10. CONSENT

- 5.10a. By providing *your personal information* to *LiveConnected* and obtaining the *service*, you acknowledge and consent to the collection, use and disclosure of *your personal information* as set out in this clause 5 and in accordance with *our* privacy policy. You may obtain a copy of *our* privacy policy from *LiveConnected* or on *our* website:
www.LiveConnected.com.au/privacy
- 5.10b. You agree that Live Connected will collect personal information about you or information about you or your business or your corporation (if you are applying in the name of a corporation, including but not limited to your electronic contact details such as email address and telephone service numbers. You agree to Live Connected using this information in accordance with the Live Connected Privacy Policy.
- 5.10c. You consent and acknowledge that you understand that the (Section 18(E)(1) Privacy Act 1988) allows us to give a credit reporting agency certain personal information about you; The information we disclose to a credit reporting agency includes permitted information which will allow you to be identified, the fact that you have applied for credit and the amount, the fact that we are a current credit provider to you, repayments that are more than 60 days overdue and for which debt collection action has started, information that in our opinion you have committed a serious credit infringement (that is, acted fraudulently or shown as intention not to comply with your credit obligations) and cheques drawn by you for \$100 or more which have been dishonored more than once; Agree to our obtaining from a credit reporting agency a credit report containing information about your personal credit worthiness for all purposes of assessing your application and assisting in collecting overdue payments and to our obtaining information about your commercial activities or commercial credit worthiness (Section 18L(4) Privacy Act 1988) from any business which provides information about the commercial credit worthiness of persons, your accountant or any other supplier to you; Agree to our giving to and obtaining from any credit provider named in your Application or in a credit report (Section 18N Privacy Act 1988) on you issued by a credit reporting agency, information about your credit arrangements for the purpose of assessing your Application, notifying a default by you, allowing another credit provider to ascertain the status of your arrangements with us where you are in default with one or more other credit providers and generally assessing your credit worthiness; and Understand the information exchanged can include any information about your business, personal and/or commercial credit worthiness, credit standing, credit history or credit capacity which the Privacy Act allows credit providers to give to or receive from each other.