

Geo – Privacy Policy

1. Introduction

- 1.1 We respect your right to privacy and are committed to safeguarding the privacy of the personal information of our customers and users of the Site.
- 1.2 We adhere to the privacy laws that apply to us, which may include:
- (a) the Australian Privacy Principles established by the *Privacy Act 1988* (Cth) (**Privacy Act**);
 - (b) the *Privacy Act 2020* (NZ) in New Zealand (**NZ Privacy Law**);
 - (c) the *General Data Protection Regulation* (**EU-GDPR**) in European Union (**EU**); and
 - (d) the *General Data Protection Regulation* (**UK-GDPR**) in the United Kingdom (**UK**).
- 1.3 This Privacy Policy (**Policy**) sets out how and why we collect, hold, use and disclose your personal information.
- 1.4 In this Policy:
- (a) "**personal information**" has the same meaning given to it in the Privacy Act, which, in simple terms, means information that can be used to identify you;
 - (b) "**Site**" means:
 - (i) our website at <https://try.geoop.com/>;
 - (ii) any mobile phone application operated by us and known as 'GeoNext' or 'GeoOp' (and our other applications associated with the 'GeoNext' or 'Geo Op' mobile phone applications); and
 - (iii) any other website and application that we own and operate; and
 - (c) "**we**", "**us**", and "**our**" means:
 - (i) if you are using GeoNext, Geo Workforce Solutions Pty Ltd (ACN 163 645 823) (**Geo AU Entity**);
 - (ii) if you are using GeoOp, Geo Limited (NZBN 942 903 224 3963) (**Geo NZ Entity**); or
 - (iii) in all other cases, Geo NZ Entity,
- 1.5 By accessing the Site or using our services, you consent to the terms of this Policy, including consenting to us collecting, holding, using and disclosing your personal information in accordance with this Policy, and you agree to be bound by the Policy.

2. What personal information we collect and hold

- 2.1 From time to time, we may receive and collect your personal information when it is entered into by, or otherwise collected from, you or third parties when using the Site. When you use the Site, we may ask you to provide certain personal information such as:
- (a) your name, business name, phone numbers, addresses and email addresses;

- (b) other information arising from your use of the Site, including but not limited to, other online messaging addresses and social media identities.
- 2.2 We may collect and store any content or information that you post, send, receive, and share while you are using our products and services. Examples of content we collect and store include:
- (a) staff information such as name, email address, mobile or phone number, and the type of employment;
 - (b) client details such as name, company name, mobile or phone number, address, email, and billing contact;
 - (c) information relating to your employees timesheet, such as staff name, mobile number, email address, remuneration, leave entitlements, and time posted for each job;
 - (d) any data that is entered for quoting, billing, and invoicing such as client name, address, contact details, costs, margins, and other descriptions of work;
 - (e) any data or metadata that is entered for booking or creating a job such as job descriptions, job information, photos, checklists or booking description;
 - (f) any communications between you and other users in the Site.
- 2.3 We may also collect additional information from you, which might contain your personal information, when you:
- (a) provide feedback;
 - (b) change your content or email preferences;
 - (c) provide financial or bank account information;
 - (d) communicate with our customer support;
 - (e) enquire about, or apply for, a job with us;
 - (f) otherwise contact us.
- 2.4 The third parties from which we may receive and collect personal information about you include:
- (a) our external service providers, including but not limited to:
 - (i) digital analytics service providers, including but not limited to, Google, Facebook, MixPanel, Wordpress, Hotjar, Marketo, Segment, Customer.io and their partners (**Digital Analytics Providers**);
 - (ii) third party payment, accounting and bookkeeping providers, including but not limited to, Xero, Windcave and Stripe, Inc. and their partners (**Payment Providers**);
 - (iii) third party sign-in providers, including but limited to, Xero, Apple, Google and Facebook (**Sign-In Providers**);
 - (iv) third party telecommunication providers, including but limited to Amazon Pinpoint (**Telecommunication Providers**); and

- (v) third party chat bot service providers, including but limited to Intercom (**Chat Bot Providers**);
 - (b) any of our related bodies corporate; and
 - (c) publicly available sources of information.
- 2.5 We may also collect other information about you when you access and use the Site, including:
 - (a) your use of our products and services;
 - (b) information regarding your interactions with the Site, including:
 - (c) the location from which you access the Site; and
 - (d) the pages you have visited.
- 2.6 We may also collect other technical data when you access and use the Site, which may include your mobile device's unique device ID, IP address, tracking codes, cookies, operating system, domain name server, universally unique identifier ('UUID'), and the type of internet browser you are using. We may use this technical information in an aggregated manner to analyse how our users interact with the Site, so we can improve our service and seek to provide the best possible user experience.
- 3. Why we collect, hold and use your personal information**
- 3.1 We collect, hold and use your personal information so we can:
 - (a) create and maintain a member account on the Site for you;
 - (b) provide our products and services to you;
 - (c) advise you of new products, services and opportunities as they become available;
 - (d) contact you, for example, to respond to your queries or complaints;
 - (e) improve our products and services;
 - (f) comply with our legal obligations;
 - (g) identify and assist you with your use of our services;
 - (h) identify and tell you about other products or services we think may interest you; and
 - (i) process any enquiry or application by you about a job with us.
- 3.2 If you do not provide your personal information to us, we may not be able to provide our services or the Site to you, communicate with you or respond to your queries.
- 3.3 The Site may make third party social media features available to you. We cannot ensure the security of any personal information you choose to make public by using a social media feature, or that third parties who have access to such publicly available information will

respect your privacy. We therefore take no responsibility for your use of such social media features.

4. Who we disclose your personal information to and why

4.1 We may disclose your personal information to:

- (a) our related bodies corporate, employees, representatives and officers so we can provide our services and application to you;
- (b) other authorised users in connection with your account, so those authorised users can, among other things, post job descriptions to you, review and edit work rosters and track your location;
- (c) Digital Analytics Providers who allow us to monitor and analyse web traffic to keep track of user behaviour such as conversion tracking;
- (d) Payment Providers so they can assist to facilitate the payment functions on the website;
- (e) Sign-In Providers so they can enable your sign-in when using our Site via your third party account (such as a Google, Xero or Apple account);
- (f) Telecommunications Providers when you use our 'Message Functionality' to communicate with your customers (as that term is defined in our Terms and Conditions, which can be accessed here <https://try.geoop.com/terms-conditions>);
- (g) Chat Bot Providers so they may collect any content you send or attach to a communication you send via the chat bot; and
- (h) our professional advisers, insurers or agents insofar as reasonably necessary for the purposes set out in this Policy or as required by law.

4.2 We may also disclose your personal information to other third parties in the following circumstances:

- (a) if we are required or authorised to do so by law (including under the Privacy Act and any applicable foreign law) including, for example, by any court order, subpoena, warrant, during the course of any legal proceeding or in response to a law enforcement agency request;
- (b) if we sell or transfer our business assets to a third party; or
- (c) if you have otherwise consented to the disclosure expressly or by implication.

4.3 We are not responsible for the privacy practices of the owners or controllers of third party websites or applications.

5. How we store and hold your personal information

5.1 We store most personal information that we collect in computer systems and databases operated by us or our external service providers, such as third party cloud storage providers. We may store some personal information in paper files that we store securely.

5.2 We are committed to ensuring that all personal information we receive and collect is secure. To prevent unauthorised access, we have put suitable procedures in place to secure personal

information, and protect it from misuse, interference, loss, unauthorised access, modification and disclosure.

5.3 These procedures include:

- (a) the use of identity and access management technologies to control access to systems on which information is processed and stored;
- (b) requiring all employees to comply with internal information security policies and keep information secure, and
- (c) monitoring and regularly reviewing our practices against our own policies and against industry best practice.

5.4 Personal information we collect may occasionally be stored, processed in or transferred between third parties located in countries outside of Australia. These countries can include (but are not necessarily limited to) the European Union, the United Kingdom, New Zealand and the United States of America. If you are based in the EU or UK, please see clause 13.4 for more information relating to international data transfers.

5.5 Although we take measures to safeguard against unauthorised disclosures of information, we cannot guarantee that any personal information we collect will not be used or disclosed in a manner inconsistent with this Policy.

6. Use of your personal information for marketing

6.1 We may use your personal information to offer you products and services we believe may interest you, but we will not do so if you tell us not to. These products and services may be offered by us, our related bodies corporate, our business partners or service providers.

6.2 Where you receive electronic marketing communications from us, you may opt out of receiving further marketing communications by following the opt-out instructions provided in the communication. However, if you do opt-out from our electronic marketing communications, we may not be able to provide you with our full service.

7. Sensitive Information

7.1 Sensitive information is information that relates to topics such as your health, racial or ethnic origin, political opinions, religious beliefs or sexual orientation (**Sensitive Information**).

7.2 We do not collect any Sensitive Information from you.

8. Anonymity

8.1 In limited circumstances, where lawful, and if not required for any particular service that we provide you, you can deal with us anonymously or use a pseudonym, for example, by providing us with feedback about the Site. However, in many instances, if we cannot identify you or if you do not provide us with the personal information we request, we may not be able to provide you with our services or respond to your enquiry or claim

9. Third party links

9.1 The Site may occasionally contain links to other websites or applications, which we do not own or control. These links are meant for your convenience only. Links to third party website or applications do not constitute our sponsorship, endorsement or approval of these third parties.

9.2 We are not responsible for the privacy practices of the owners or controllers of such third party websites or applications.

10. Cookies

- 10.1 We may from time to time use cookies on the Site. Cookies are very small text files which a website or application may store on your device and which contain information about your interaction with the Site.
- 10.2 Cookies are used:
- (a) to identify you when you return to the Site, including by saving information that you previously submitted (such as your user name and password);
 - (b) for performance and analytics, including by tracking your browsing information and your preferences, all to improve your experience with our Site and show content that is relevant to you;
 - (c) by our third-party providers on our Site to collect your browsing information and preferences on our Site and, potentially, on other sites you visit; and
 - (d) are otherwise essential in order for us to provide our services to you.
- 10.3 There are two categories of cookies we may use which save your browsing information and preferences, including:
- (a) temporary cookies, which are erased from your device when you close your browser. These are called 'session cookies'; and
 - (b) longer-term cookies, which are erased from your device for a certain period of time, unless you delete them earlier. These are called 'persistent cookies'.
- 10.4 Most devices automatically accept cookies, but you can choose to reject cookies by:
- (a) changing your device settings;
 - (b) changing your browser's settings,
- however:
- (c) this may prevent you from being able to use the full functionality of the Site; and
 - (d) you may not be able to opt-out of any cookies that are strictly necessary to receive the Site's services.

11. Geo-location

- 11.1 When you use:
- (a) the Site, we may use GPS technology (or other similar technology) to track your location at the time of your visit, which allows us to provide certain services to you
 - (b) GeoNext or GeoOp, you may activate the GPS tracker feature, which allows authorised user accounts connected to your user account (i.e., within the same customer account) to track your location at all times while you are using the app or even when you are not using the app. You may disable the GPS tracker:
 - (i) in the app entirely, so that your location is not shared with other users or us; and/or
 - (ii) by using the location or similar settings in your mobile device, such that the GPS tracker only operates while you are using the app or not at all. Unless

you disable the GPS tracker to only while you are using the app, we and other users connected to your user account may collection your location when you are not using the app.

11.2 Subject to clause 11.1 and unless required by law, we will not share your current location with other users or partners.

12. Access to and correction of your personal information

12.1 You may access or request correction of personal information that we hold about you.

12.2 While there is no charge to request access to your personal information, we may require you to pay an administrative fee to meet our reasonable costs to provide access to your personal information (such as photocopying costs or costs for time spent to collate large amounts of material). If you would like access to your personal information or believe that any personal information we hold about you is inaccurate, out of date, incomplete, irrelevant or misleading, please contact us. Our contact details are set out in the 'Our contact details' section below.

12.3 We will respond to your requests to access or correct your personal information in a reasonable time and will take all reasonable steps to ensure that the personal information we hold about you remains accurate and up to date.

12.4 We may refuse your request to access or correct your personal information if we are permitted to do so under the Privacy Act or under an applicable foreign law.

13. Your rights under the EU and UK privacy laws (for EU and UK residents)

13.1 If you are a resident of:

- (a) the EU, the EU-GDPR may apply to you; or
- (b) the UK, the UK-GDPR may apply to you,

in which case and pursuant to the applicable law, as a data subject you have the right to:

- (c) access your data;
- (d) have your data deleted or corrected where it is inaccurate;
- (e) object to your data being processed and to restrict processing;
- (f) withdraw consent to having your data processed;
- (g) have your data provided in a standard format so that it can be transferred elsewhere; and
- (h) not be subject to a decision based solely on automated processing,

(collectively, the **Data Subject Rights**).

13.2 We have processes in place to deal with Data Subject Rights requests. Our actions and responsibilities will depend on whether we are the "controller" or "processor" (as those terms are defined under the EU-GDPR and UK-GDPR (as applicable)) of your "personal data" (as that term is defined under the EU-GDPR and UK-GDPR (as applicable) and which broadly has similar meaning to the definition of "personal information" under the Privacy Act) at issue.

Depending on our role as either a controller or processor, the process for enabling Data Subject Rights may differ, and are always subject to applicable law.

- 13.3 Please contact us and we will do our best to accommodate your request to access, correct or delete the personal information that you may have provided us.
- 13.4 Where we transfer your personal data outside the UK or EU to countries that are not covered by an adequacy decision of the UK government or the European Commission (as applicable), we use appropriate safeguards that include the Standard Contractual Clauses approved by the UK's Information Commissioner's Office or European Commission as appropriate, or other applicable measures or specific situations outlined under Article 46 of the UK-GDPR / EU-GDPR. You can access a copy of the Standard Contractual Clauses approved by the UK Information Commissioner's Office [here](#), and the Standard Contractual Clauses approved by the European Commission [here](#).
- 13.5 If you would like to make a Data Subject Rights request, or would like further information on our policies and practices with respect to international data transfers, please refer to the Contact Details section of this Policy.

14. Complaints about privacy

- 14.1 If you have any complaints about our privacy practices, including your request to access or correct your personal information, please contact us.
- 14.2 We will consider your complaint and determine whether it requires further investigation. We will notify you of the outcome of this investigation and any subsequent internal investigation.
- 14.3 If you remain unsatisfied with the way we have handled a privacy issue, or if you prefer to make initial contact with an independent advisor or the applicable supervising authority, you may approach an independent advisor or contact either of the following supervising authorities for guidance on alternative courses of action which may be available (depending on where you reside):

Location	Supervising authority	Website
Australia	Office of the Australian Information Commissioner	www.oaic.gov.au
United Kingdom	Information Commissioner's Office	www.ico.org.uk
New Zealand	Office of the Privacy Commissioner	www.privacy.org.nz
European Union	Please see the list of the EU national data protection authorities in relation to EU-GDPR related matters by visiting this webpage: www.edpb.europa.eu/about-edpb/about-edpb/members_en	

15. Our contact details

- 15.1 If you have any questions, comments, requests or concerns, please contact us by email and/or letter at the details below:

Email: support@geoop.com

Letter: Attention: Privacy Officer

Level 7, 44 Pitt Street, Sydney NSW 2000

16. Changes to our Policy

- 16.1 We may review and update this Policy from time to time. Each updated version of this Policy will be effective immediately when it is published on the Site. You may obtain a copy of our Policy from our website or by contacting us at the contact details above. Please check back from time to time to review our Policy.

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