

# RTMS Terms of Use

Welcome to RTMSapp by SoftWareHouse, an online productivity and task management tool designed especially for small to medium businesses. These Terms of Use are intended to explain our obligations as a service provider and Your obligations as a customer. Please read them carefully.

These Terms are binding on any use of the Service and apply to You from the time that SoftWareHouse provides You with access to the Service.

The RTMSapp Service will evolve over time based on user feedback. These Terms are not intended to answer every question or address every issue raised by the use of the RTMSapp Service. SoftWareHouse reserves the right to change these terms at any time, effective upon the posting of modified terms and SoftWareHouse will make every effort to communicate these changes to You via email or notification via the Website. It is likely the terms of use will change over time. It is Your obligation to ensure that You have read, understood and agree to the most recent terms available on the Website.

By registering to use the Service you acknowledge that You have read and understood these Terms and have the authority to act on behalf of any person for whom You are using the Service. You are deemed to have agreed to these Terms on behalf of any entity for whom you use the Service.

These terms apply from midnight 8 November 2017.

## 1. Definitions

### **"Agreement"**

means these Terms of Use.

### **"Access Fee"**

means the monthly fee (excluding any taxes and duties) payable by You in accordance with the Fee Schedule.

### **"Confidential Information"**

includes all information exchanged between the parties to this Agreement, whether in writing, electronically or orally, including the Service but does not include information which is, or becomes, publicly available other than through unauthorised disclosure by the other party.

### **"Data"**

means any data inputted by You or with Your authority into the Website.

### **"Fee Schedule"**

means the information relating to subscriptions and billing set out on the RTMSapp subscriptions and billing pages on the Website, any other page(s) on the Website

notified by SoftWareHouse, which may be updated or amended by SoftWareHouse from time to time.

**"Intellectual Property Right"**

means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world, whether or not registered.

**"Service"**

means the online task and staff management services made available (as may be changed or updated from time to time by SoftWareHouse) via the Website.

**"Website"**

means the Internet site at the domain [www.RTMSapp.com](http://www.RTMSapp.com) or any other site operated by SoftWareHouse Group.

**"SoftWareHouse"**

means SoftWareHouse and all current and future global subsidiaries of SoftWareHouse, including but not limited to, SoftWareHouse (United States), SoftWareHouse (Australia), SoftWareHouse (New Zealand), SoftWareHouse (United Kingdom), and SoftWareHouse (Singapore)

**"RTMSapp"**

means the RTMSapp software, as developed by SoftWareHouse and made available by subscription service through SoftWareHouse

**"Invited User"**

means any person or entity, other than the Subscriber, that uses the Service with the authorisation of the Subscriber from time to time.

**"Subscriber"**

means the person who registers to use the Service, and, where the context permits, includes any entity on whose behalf that person registers to use the Service.

**"You"**

means the Subscriber, and where the context permits, an Invited User. "Your" has a corresponding meaning.

**2. Use of Software**

2.1 SoftWareHouse grants You the right to access and use the Service via the Website with the particular user roles available to You according to Your subscription type. This right is non-exclusive, non-transferable, and limited by and subject to this Agreement. You

acknowledge and agree that, subject to any applicable written agreement between the Subscriber and the Invited Users, or any other applicable laws:

2.2 the Subscriber determines who is an Invited User and what level of user role access to the relevant organisation and Service that Invited User has;

2.3 the Subscriber is responsible for all Invited Users' use of the Service;

2.4 the Subscriber controls each Invited User's level of access to the relevant organisation and the Service at all times and can revoke or change an Invited User's access, or level of access, at any time and for any reason, in which case that person or entity will cease to be an Invited User or shall have that different level of access, as the case may be;

2.5 if there is any dispute between a Subscriber and an Invited User regarding access to any organisation or Service, the Subscriber shall decide what access or level of access to the relevant Data or Service that Invited User shall have, if any.

### **3. Your Obligations**

#### **3.1 Payment obligations:**

An invoice for the Access Fee will be issued each month in accordance with the details set out in the Fee Schedule. SoftWareHouse will continue invoicing You in accordance with the Fee Schedule until this Agreement is terminated in accordance with clause 8.

All SoftWareHouse invoices will be sent to You, or to a Billing Contact whose details are provided by You, by email. Payment of all amounts specified in an invoice must be paid in accordance with the Fee Schedule. You are responsible for payment of all taxes and duties in addition to the Access Fee.

#### **3.2 General obligations:**

You must only use the Service and Website for Your own lawful internal business purposes, in accordance with these Terms and any notice sent by SoftWareHouse or condition posted on the Website. You may use the Service and Website on behalf of others or in order to provide services to others but if You do so you must ensure that You are authorised to do so and that all persons for whom or to whom services are provided comply with and accept all terms of this Agreement that apply to You.

#### **3.3 Access conditions:**

3.3.1 You must ensure that all usernames and passwords required to access the Service are kept secure and confidential. You must immediately notify SoftWareHouse of any unauthorised use of Your passwords or any other breach of security and SoftWareHouse will reset Your password and You must take all other actions that SoftWareHouse reasonably deems necessary to maintain or enhance the security of SoftWareHouse's computing systems and networks and Your access to the Services.

3.3.2 As a condition of these Terms, when accessing and using the Services, You must:

- i. not attempt to undermine the security or integrity of SoftWareHouse's computing systems or networks or, where the Services are hosted by a third party, that third party's computing systems and networks;
- ii. not use, or misuse, the Services in any way which may impair the functionality of the Services or Website, or other systems used to deliver the Services or impair the ability of any other user to use the Services or Website;
- iii. not attempt to gain unauthorised access to any materials other than those to which You have been given express permission to access or to the computer system on which the Services are hosted;
- iv. not transmit, or input into the Website, any: files that may damage any other person's computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which You do not have the right to use); and
- v. not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Services or to operate the Website except as is strictly necessary to use either of them for normal operation.

### **3.4 Usage Limitations:**

Use of the Service may be subject to limitations, including but not limited to monthly transaction volumes and the number of calls You are permitted to make against SoftWareHouse's application programming interface. Any such limitations will be advised.

### **3.5 Communication Conditions:**

As a condition of these Terms, if You use any communication tools available through the Website (such as any forum, chat room or message centre), You agree only to use such communication tools for lawful and legitimate purposes. You must not use any such communication tool for posting or disseminating any material unrelated to the use of the Services, including (but not limited to): offers of goods or services for sale, unsolicited commercial e-mail, files that may damage any other person's computing devices or software, content that may be offensive to any other users of the Services or the Website, or material in violation of any law (including material that is protected by copyright or trade secrets which You do not have the right to use).

When You make any communication on the Website, You represent that You are permitted to make such communication. SoftWareHouse is under no obligation to ensure that the communications on the Website are legitimate or that they are related only to the use of the Services. As with any other web-based forum, You must exercise caution when using the communication tools available on the Website. However, SoftWareHouse does reserve the right to remove any communication at any time in its sole discretion.

### **3.6 Indemnity:**

You indemnify SoftWareHouse against: all claims, costs, damage and loss arising from Your breach of any of these Terms or any obligation You may have to SoftWareHouse, including (but not limited to) any costs relating to the recovery of any Access Fees that are due but have not been paid by You.

## **4. Confidentiality and Privacy**

### **4.1 Confidentiality:**

Unless the relevant party has the prior written consent of the other or unless required to do so by law:

4.1.1 Each party will preserve the confidentiality of all Confidential Information of the other obtained in connection with these Terms. Neither party will, without the prior written consent of the other, disclose or make any Confidential Information available to any person, or use the same for its own benefit, other than as contemplated by these Terms.

4.1.2 Each party's obligations under this clause will survive termination of these Terms.

4.1.3 The provisions of clauses 4.1.1 and 4.1.2 shall not apply to any information which:

- i. is or becomes public knowledge other than by a breach of this clause;
- ii. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- iii. is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or
- iv. is independently developed without access to the Confidential Information.

### **4.2 Privacy:**

SoftWareHouse maintains a privacy policy that sets out the parties' obligations in respect of personal information. You should read that policy at [www.SoftWareHouse.com/privacy](http://www.SoftWareHouse.com/privacy) and You will be taken to have accepted that policy when You accept these Terms.

## **5. Intellectual Property**

### **5.1 General:**

Title to, and all Intellectual Property Rights in the Services, the Website and any documentation relating to the Services remain the property of SoftWareHouse (or its licensors).

### **5.2 Ownership of Data:**

Title to, and all Intellectual Property Rights in, the Data remain Your property. However, Your access to the Data is contingent on full payment of the RTMS Access Fee when due. You grant SoftWareHouse a licence to use, copy, transmit, store, and back-up Your information and Data for the purposes of enabling You to access and use the Services and for any other purpose related to provision of services to You.

### **5.3 Backup of Data:**

You must maintain copies of all Data inputted into the Service. SoftWareHouse adheres to its best practice policies and procedures to prevent data loss, including a daily system data

back-up regime, but does not make any guarantees that there will be no loss of Data. SoftWareHouse expressly excludes liability for any loss of Data no matter how caused.

#### **5.4 Third-party applications and your Data.**

If You enable third-party applications for use in conjunction with the Services, You acknowledge that SoftWareHouse may allow the providers of those third-party applications to access Your Data as required for the interoperation of such third-party applications with the Services. SoftWareHouse shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by third-party application providers.

### **6. Warranties and Acknowledgements**

#### **6.1 Authority:**

You warrant that where You have registered to use the Service on behalf of another person, You have the authority to agree to these Terms on behalf of that person and agree that by registering to use the Service You bind the person on whose behalf You act to the performance of any and all obligations that You become subject to by virtue of these Terms, without limiting Your own personal obligations under these Terms.

#### **6.2 Acknowledgement:**

You acknowledge that:

6.2.1 You are authorised to use the Services and the Website and to access the information and Data that You input into the Website, including any information or Data input into the Website by any person you have authorised to use the Service. You are also authorised to access the processed information and Data that is made available to You through Your use of the Website and the Services (whether that information and Data is Your own or that of anyone else).

6.2.2 SoftWareHouse has no responsibility to any person other than You and nothing in this Agreement confers, or purports to confer, a benefit on any person other than You. If You use the Services or access the Website on behalf of or for the benefit of anyone other than yourself (whether a body corporate or otherwise) you agree that:

- i. You are responsible for ensuring that You have the right to do so;
- ii. You are responsible for authorising any person who is given access to information or Data, and you agree that SoftWareHouse has no obligation to provide any person access to such information or Data without Your authorisation and may refer any requests for information to You to address; and
- iii. You will indemnify SoftWareHouse against any claims or loss relating to:
  - a. SoftWareHouse's refusal to provide any person access to Your information or Data in accordance with these Terms,
  - b. SoftWareHouse's making available information or Data to any person with Your authorisation.

6.2.3 The provision of, access to, and use of, the Services is on an "as is " basis and at Your own risk.

6.2.4 SoftWareHouse does not warrant that the use of the Service will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Service, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Services. SoftWareHouse is not in any way responsible for any such interference or prevention of Your access or use of the Services.

6.2.5 SoftWareHouse is not a director or proxy director of your business and use of the Services does not constitute the receipt of management advice. If You have any specific management questions, please contact an appropriate business advisor.

6.2.6 It is Your sole responsibility to determine that the Services meet the needs of Your business and are suitable for the purposes for which they are used.

6.2.7 You remain solely responsible for complying with all applicable laws in the jurisdiction where you reside and/or domicile or trade in your business. It is Your responsibility to check that storage of and access to your Data via the Software and the Website will comply with laws applicable to you (including any laws requiring you to retain records).

### **6.3 No warranties:**

SoftWareHouse gives no warranty about the Services. Without limiting the foregoing, SoftWareHouse does not warrant that the Services will meet Your requirements or that it will be suitable for any particular purpose. To avoid doubt, all implied conditions or warranties are excluded in so far as is permitted by law, including (without limitation) warranties of merchantability, fitness for purpose, title and non-infringement.

### **6.4 Consumer guarantees:**

You warrant and represent that You are acquiring the right to access and use the Services for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Services, the Website or these Terms.

## **7. Limitation of Liability**

7.1 To the maximum extent permitted by law, SoftWareHouse excludes all liability and responsibility to You (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss of information, Data, profits and savings) or damage resulting, directly or indirectly, from any use of, or reliance on, the Service or Website.

7.2 If You suffer loss or damage as a result of SoftWareHouse's negligence or failure to comply with these Terms, any claim by You against SoftWareHouse arising from SoftWareHouse's negligence or failure will be limited in respect of any one incident, or series of connected incidents, to the Access Fees paid by You in the previous 12 months.

7.3 If You are not satisfied with the Service, Your sole and exclusive remedy is to terminate these Terms in accordance with Clause 8.

## 8. Termination

### 8.1 Trial policy

When You first sign up for access to the Services You can evaluate the Services under the defined trial usage conditions, with no obligation to continue to use the Services. If You choose to continue using the Services thereafter, You will be billed when You first add Your billing details into the Services, as set out in more detail in the Fee Schedule. If You choose not to continue using the Services, **Your inputted data may be deleted at the discretion of SoftWareHouse, at any time after your trial period lapses.**

### 8.2. Prepaid Subscriptions

SoftWareHouse will not provide any refund for any remaining prepaid period for a prepaid Access Fee subscription.

### 8.3. No-fault termination:

These Terms will continue for the period covered by the Access Fee paid or payable under clause 3.1. At the end of each billing period these Terms will automatically continue for another period of the same duration as that period, provided You continue to pay the prescribed Access Fee in accordance with the Fee Schedule, unless either party terminates these Terms by giving at least one month's advance written notice. If You elect to terminate these Terms by providing one month's' advance written notice, You shall be liable to pay all relevant Access Fees up to and including the day of termination of these Terms.

### 8.4 Breach:

If You:

8.4.1. breach any of these Terms and do not remedy the breach within 14 days after receiving notice of the breach if the breach is capable of being remedied;

8.4.2. breach any of these Terms and the breach is not capable of being remedied (which includes (without limitation) any breach of clause 3.4 or any payment of Access Fees that are not paid in full in accordance with the requirements set out in the Fee Schedule); or

8.4.3. You or Your business become insolvent or Your business goes into liquidation or has a receiver or manager appointed of any of its assets or if You become insolvent, or make any arrangement with Your creditors, or become subject to any similar insolvency event in any jurisdiction,

SoftWareHouse may take any or all of the following actions, at its sole discretion:

i. Terminate this Agreement and Your use of the Services and the Website;

- ii. Suspend for any definite or indefinite period of time, Your use of the Services and the Website;
- iii. Suspend or terminate access to all or any Data.
- iv. Take either of the actions in sub-clauses (d), (e) and (f) of this clause 8(4) in respect of any or all other persons whom You have authorised to have access to Your information or Data.

#### **8.5. Accrued Rights:**

Termination of these Terms is without prejudice to any rights and obligations of the parties accrued up to and including the date of termination. On termination of this Agreement You will:

8.5.1. remain liable for any accrued charges and amounts which become due for payment before or after termination; and

8.5.2. immediately cease to use the Services and the Website.

#### **6. Expiry or termination:**

Clauses 3.1, 3.7, 4, 5, 6, 7, 8 and 10 survive the expiry or termination of these Terms.

#### **9. Help Desk**

##### **9.1. Technical Problems:**

In the case of technical problems You must make all reasonable efforts to investigate and diagnose problems before contacting SoftWareHouse. If You still need technical help, please check the support provided online by SoftWareHouse on the Website or failing that email us at [support@SoftWareHouse.com](mailto:support@SoftWareHouse.com)

##### **9.2. Service availability:**

Whilst SoftWareHouse intends that the Services should be available 24 hours a day, seven days a week, it is possible that on occasions the Services or Website may be unavailable to permit maintenance or other development activity to take place.

If for any reason SoftWareHouse must interrupt the Services for longer periods than SoftWareHouse would normally expect, SoftWareHouse will use reasonable endeavours to publish in advance details of such activity on the Website.

#### **10. General**

##### **10.1. Entire agreement:**

These Terms, together with the SoftWareHouse Privacy Policy and the terms of any other notices or instructions given to You under these Terms of Use, supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between You and SoftWareHouse relating to the Services and the other matters dealt with in these Terms.

#### **10.2. Waiver:**

If either party waives any breach of these Terms, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

#### **10.3. Delays:**

Neither party will be liable for any delay or failure in performance of its obligations under these Terms if the delay or failure is due to any cause outside its reasonable control. This clause does not apply to any obligation to pay money.

#### **10.4. No Assignment:**

You may not assign or transfer any rights to any other person without SoftWareHouse's prior written consent.

#### **10.5. Governing law and jurisdiction:**

If the information or Data You are accessing using the Services and the Website is solely that of a person who is a tax resident in Australia at the time that You accept these terms then Australian law governs this Agreement and You submit to the exclusive jurisdiction of the courts of Australia for all disputes arising out of or in connection with this Agreement.

#### **10.6. Severability:**

If any part or provision of these Terms is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remainder of this Agreement will be binding on the parties.

#### **10.7. Notices:**

Any notice given under these Terms by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to SoftWareHouse must be sent to support@SoftWareHouse.com.au or to any other email address notified by email to You by SoftWareHouse. Notices to You will be sent to the email address which You provided when setting up Your access to the Service.

#### **10.8. Rights of Third Parties:**

A person who is not a party to these Terms has no right to benefit under or to enforce any term of these Terms.

# SoftWareHouse Privacy Policy

At SoftWareHouse, we take privacy very seriously. We've updated our privacy policy (**Policy**) to ensure that we communicate to You, in the clearest way possible, how we treat personal information. We encourage You to read this Policy carefully. It will help You make informed decisions about sharing Your personal information with us.

The defined terms in this Policy have the same meaning as in our [Terms of Use](#), which You should read together with this Policy. By accessing our Website and using our Service, You consent to the terms of this Policy and agree to be bound by it and our Terms of Use.

## **SoftWareHouse collects Your personal information**

SoftWareHouse is a provider of online productivity and business support software that's simple, smart, and secure and gives business owners and their advisors real-time visibility of a business' operational procedures and processes, through our software package, RTMSapp.

Use of RTMSapp involves the storage of Data about a company or individual. That Data can include personal information. "Personal information" is information about an identifiable individual, and may include information such as the individual's name, email address, telephone number, business details, and accounting and financial information.

SoftWareHouse may collect personal information directly from You when You:

- register to use RTMSapp,
- use RTMSapp,
- post to the SoftWareHouse Community forum or on our blog,
- contact the SoftWareHouse support team, and
- visit our affiliated Websites.

You can always choose not to provide Your personal information to SoftWareHouse, but it may mean that we are unable to provide You with the full features and benefits of RTMSapp.

## **SoftWareHouse may receive personal information from You about others**

Through Your use of RTMSapp, SoftWareHouse may also collect information from You about someone else. If You provide SoftWareHouse with personal information about someone else, You must ensure that You are authorised to disclose that information to SoftWareHouse and that, without SoftWareHouse taking any further steps required by applicable data protection or privacy laws, SoftWareHouse may collect, use and disclose such information for the purposes described in this Policy.

This means that You must take reasonable steps to ensure the individual concerned is aware of and/or consents to the various matters detailed in this Policy, including the fact that their personal information is being collected, the purposes for which that information is being collected, the intended recipients of that information, the individual's right to obtain access to that information, SoftWareHouse's identity, and how to contact SoftWareHouse.

Where requested to do so by SoftWareHouse, You must also assist SoftWareHouse with any requests by the individual to access or update the personal information You have collected from them and entered into RTMSapp.

### **SoftWareHouse collects, holds, and uses Your personal information for limited purposes**

SoftWareHouse collects Your personal information so that we can provide You with RTMSapp and any related services You may request. In doing so, SoftWareHouse may use the personal information we have collected from You for purposes related to RTMSapp including to:

- verify Your identity,
- administer RTMSapp,
- notify You of new or changed services offered in relation to RTMSapp,
- carry out marketing or training relating to RTMSapp,
- assist with the resolution of technical support issues or other issues relating to RTMSapp,
- comply with laws and regulations in applicable jurisdictions, and
- communicate with You.

By using RTMSapp, You consent to Your personal information being collected, held and used in this way and for any other use You authorise. SoftWareHouse will only use Your personal information for the purposes described in this Policy or with Your express permission.

It is Your responsibility to keep Your password to RTMSapp safe. You should notify us as soon as possible if You become aware of any misuse of Your password, and immediately change your password within RTMSapp or via the [“Forgotten Password”](#) process.

### **SoftWareHouse can aggregate Your non-personally identifiable data**

By using RTMSapp, You agree that SoftWareHouse can access, aggregate and use non-personally identifiable data SoftWareHouse has collected from You. This data will in no way identify You or any other individual.

SoftWareHouse may use this aggregated non-personally identifiable data to:

- assist us to better understand how our customers are using RTMSapp,
- provide our customers with further information regarding the uses and benefits of RTMSapp,
- enhance small business productivity, including by creating useful business insights from that aggregated data and allowing You to benchmark Your business' performance against that aggregated data, and
- otherwise to improve RTMSapp.

### **SoftWareHouse holds your personal information on servers located in the United States of America (the U.S.)**

We use top tier, third party data hosting providers' (Rackspace, AWS, and Microsoft Azure) to host our Services on servers located in the U.S. If you are a non-U.S. resident, this means that your personal information will be transferred to the U.S.

By entering personal information into RTMSapp, you consent to that personal information being hosted on servers located in the U.S. While your personal information will be stored on servers located in the U.S., it will remain within SoftWareHouse's effective control at all times. Each data hosting provider's role is limited to providing a hosting and storage service to SoftWareHouse,

and we've taken steps to ensure that our data hosting providers do not have access to, and use the necessary level of protection for, Your personal information. They do not control, and are not permitted to access or use your personal information, except for the limited purpose of storing the information. This means that, for the purposes of Australian privacy legislation and Australian users, SoftWareHouse does not currently "disclose" personal information to third parties located overseas.

If You do not want Your personal information to be transferred to a server located in the U.S., You should not provide SoftWareHouse with Your personal information or use the Service.

### **SoftWareHouse takes steps to protect your personal information**

SoftWareHouse is committed to protecting the security of Your personal information and we take all reasonable precautions to protect it from unauthorised access, modification or disclosure. Your personal information is stored on secure servers that have SSL Certificates issued by leading certificate authorities Entrust & GTE Cybertrust, and all Data transferred between You and RTMSapp is encrypted

However, the Internet is not in itself a secure environment and we cannot give an absolute assurance that Your information will be secure at all times. Transmission of personal information over the Internet is at Your own risk and You should only enter, or instruct the entering of, personal information to the Service within a secure environment.

We will advise You at the first reasonable opportunity upon discovering or being advised of a security breach where Your personal information is lost, stolen, accessed, used, disclosed, copied, modified, or disposed of by any unauthorised persons or in any unauthorised manner.

### **SoftWareHouse only discloses Your Personal Information in limited circumstances**

SoftWareHouse will only disclose the personal information You have provided to us to entities outside the SoftWareHouse group of companies if it is necessary and appropriate to facilitate the purpose for which Your personal information was collected pursuant to this Policy, including the provision of the Service.

SoftWareHouse will not otherwise disclose Your personal information to a third party unless You have provided Your express consent. However, You should be aware that SoftWareHouse may be required to disclose Your personal information without Your consent in order to comply with any court orders, subpoenas, or other legal process or investigation including by tax authorities, if such disclosure is required by law. Where possible and appropriate, we will notify You if we are required by law to disclose Your personal information.

### **SoftWareHouse does not store Your credit card details**

If You choose to pay for the Service by credit card, Your credit card details are not stored by RTMSapp and cannot be accessed by SoftWareHouse staff. Your credit card details are encrypted and securely stored by Stripe Payments Australia Pty. Ltd. to enable SoftWareHouse to automatically bill your credit card on a recurring basis. You should review Stripe Payments Australia Pty. Ltd. [Privacy Policy](#) to ensure you are happy with it.

### **You may request access to Your personal information**

It is Your responsibility to ensure that the personal information You provide to us is accurate, complete and up-to-date. You may request access to the information we hold about You, or

request that we update or correct any personal information we hold about You, by setting out Your request in writing and sending it to us at [privacy@SoftWareHouse.com](mailto:privacy@SoftWareHouse.com).

SoftWareHouse will process Your request as soon as reasonably practicable, provided we are not otherwise prevented from doing so on legal grounds. If we are unable to meet Your request, we will let you know why. For example, it may be necessary for us to deny Your request if it would have an unreasonable impact on the privacy or affairs of other individuals, or if it is not reasonable and practicable for us to process Your request in the manner You have requested. In some circumstances, it may be necessary for us to seek to arrange access to Your personal information through a mutually agreed intermediary (for example, the Subscriber).

We'll only keep Your personal information for as long as we require it for the purposes of providing You with the Service. However, we may also be required to keep some of Your personal information for specified periods of time, for example under certain laws relating to corporations, money laundering, and financial reporting legislation.

### **SoftWareHouse uses cookies**

In providing the Service, SoftWareHouse utilises "cookies". A cookie is a small text file that is stored on Your computer for record-keeping purposes. A cookie does not identify You personally or contain any other information about You but it does identify Your computer.

We and some of our affiliates and third-party service providers may use a combination of "persistent cookies" (cookies that remain on Your hard drive for an extended period of time) and "session ID cookies" (cookies that expire when You close Your browser) on the Website to, for example, track overall site usage, and track and report on Your use and interaction with ad impressions and ad services.

You can set your browser to notify You when You receive a cookie so that You will have an opportunity to either accept or reject it in each instance. However, You should note that refusing cookies may have a negative impact on the functionality and usability of the Website.

We do not respond to or honour "Do Not Track" requests at this time.

### **You can opt-out of any email communications**

SoftWareHouse sends billing information, product information, Service updates and Service notifications to You via email. Our emails will contain clear and obvious instructions describing how You can choose to be removed from any mailing list not essential to the Service. SoftWareHouse will remove You at Your request.

### **You are responsible for transfer of Your data to third-party applications**

The Service may allow You, the Subscriber, or another Invited User within the relevant subscription to the Service to transfer Data, including Your personal information, electronically to and from third-party applications. SoftWareHouse has no control over, and takes no responsibility for, the privacy practices or content of these applications. You are responsible for checking the privacy policy of any such applications so that You can be informed of how they will handle personal information.

### **SoftWareHouse has a privacy complaints process**

If You wish to complain about how we have handled Your personal information, please provide our Privacy Officer with full details of Your complaint and any supporting documentation:

- by e-mail at [privacy@SoftWareHouse.com](mailto:privacy@SoftWareHouse.com), or
- by letter to The Privacy Officer, SoftWareHouse Group Pty Ltd, PO Box 100, Jimboomba QLD 4280 AUSTRALIA.

Our Privacy Officer will endeavour to:

- provide an initial response to Your query or complaint within 10 business days, and
- investigate and attempt to resolve Your query or complaint within 30 business days or such longer period as is necessary and notified to you by our Privacy Officer.

**This policy may be updated from time to time**

SoftWareHouse reserves the right to change this Policy at any time, and any amended Policy is effective upon posting to this Website. SoftWareHouse will make every effort to communicate any significant changes to You via email or notification via the Service. Your continued use of RTMSapp will be deemed acceptance of any amended Policy.

Last updated: February 2018