



## Privacy Policy

### Version 1.0

[www.soulmediasolutions.com.au](http://www.soulmediasolutions.com.au)

This document was last updated on 03 March 2018

### 1. Definitions

- 1.1. "Customer" means the person or entity who ordered services provided by Soul Media Solutions.
- 1.2. "Customer Service" means the relationship between Soul Media Solutions staff and the Customer, with the purpose of assisting the Customer with a question they have asked.
- 1.3. "eTicket" refers to a secure electronic message sent by the Customer to Soul Media Solutions via MyAccount Portal for assistance or for any questions they may have with any Service(s).
- 1.4. "Service", "Service(s)" or "Services" means any product(s) or service(s) the Customer has signed up to use. This can include, but is not limited to, the provisioning of space on one of our servers and a connection to and from the internet for web, email hosting and/or FTP services to function at the level specified in the chosen service level, domain name registration or transfer or renewal, SSL, VPS and SMS services. These product(s) and service(s) are identified in full within the "sign up" and "service provision" emails Soul Media Solutions has sent after the Customer requests the service. The specific details of the Services can be found by logging in to MyAccount Portal or on our website
- 1.5. "Soul Media Solutions" means Soul Media Solutions.
- 1.6. "MyAccount Portal" refers to Soul Media Solutions's customer account, billing and management portal, available online at <https://soulmediasolutions.com.au/client/clientarea.php>

### 2. Why and when we collect your information

- 2.1. Soul Media Solutions collects the information you give us either online or by email, post, facsimile, face to face, over the phone or through our partners, agents, resellers or affiliates. In most cases, the personal information Soul Media Solutions will collect from you is the personal information required in order to provide Service(s) to you. This information may include your full name, postal address, telephone number, email addresses, ABN or ACN, facsimile number, date of birth and other relevant details.
- 2.2. We also collect your payment details such as your credit card number for provision of Service(s).
- 2.3. Soul Media Solutions makes use of cookies on all our website properties. A cookie is a small piece of data given to your web browser by our server in order to store information about preferences you may have set. Cookies are also used to track certain interactions with our website and to provide a more personalised experience. You can disable cookies by turning off said functionality in your web browser. Please bear in mind that this may result in the experience becoming degraded.

### 3. How do we use your information

- 3.1. We collect and use your personal information to deliver Service(s) to you. This includes the sales and technical support component of the Service(s), accounts and billing, maintenance and any other components that your Service(s) depend on.
- 3.2. As an accredited domain name registrar, we are required to make available the personal information we collect from you when you register, transfer or renew a domain name to a publicly accessible database known as a WHOIS database. The reasoning behind this is that the personal details of registrants should be freely available to all other users of the Internet. This is something that is adopted by the industry as a whole. This does mean we are unable to control how others may use this information accessed from the publicly accessible database.
- 3.3. As per regulatory requirements, all accredited domain name registrars must make the WHOIS database available for bulk downloads by third parties who have entered into appropriate agreements with us.

3.4. We also may use your information to measure interactions with our Service(s), website or products; and to further develop or improve said Service(s), websites or products. Your personal information may also be used for marketing or promotional purposes. If you do not wish to receive any marketing communication you can optout and stop future delivery by following the instructions in the communications sent to you which will highlight the appropriate process, or by contacting our Customer Care team via email to [info@soulmediasolutions.com.au](mailto:info@soulmediasolutions.com.au)

3.5. Any telephone conversations you have with us may be monitored or recorded in order to facilitate staff training and for verification purposes. You will always be informed prior to any telephone conversation, and by continuing with the telephone call you are granting approval.

3.6. Where you purchase Service(s) or products from us that are provided by a thirdparty (such as SSL certificates, SMS credits, SEO services, et cetera) we are required to collect and disclose your personal information to these providers in order for the Service(s) or products to be rendered.

#### **4. Disclosure of your information to third parties**

4.1. Any information you supply to Soul Media Solutions or any of its related entities may be shared within the group of related entities to facilitate provisioning, maintenance and continued use of Service(s) or products. Each and every related entity share the same commitment to protecting your personal information.

4.2. Your personal information may be provided to third parties in order for Service(s) or products to be rendered. This includes supplying web hosting or email hosting Service(s), domain name registration, renewal or transfer and other auxiliary Service(s) such as SSL certificates, SEO services and thirdparty offerings.

4.3. We may supply your personal information to third parties in order to provide continued support, sales, billing and administrative functions.

4.4. Soul Media Solutions and all of its related entities maintain strict contracts and agreements with all third party vendors and suppliers that contain privacy and confidentiality provisions which are consistent with the Australian Privacy Law obligations.

#### **5. Updating your information**

5.1. You may access the personal information we store by viewing your Account.

5.2. In the event that you wish to change, modify or update your personal information, this can be achieved by completing the relevant change processes from within your Account.

5.3. The information posted on the publicly accessible WHOIS database can be updated via the appropriate functions from within your Account.

5.4. In the event that you believe we may hold other personal information about you that is inaccurate, or you wish to change, modify or update this information you have provided, please contact our Customer Care team via email to [info@soulmediasolutions.com.au](mailto:info@soulmediasolutions.com.au) for further assistance.

#### **6. Keeping your information secure**

6.1. The transfer and continued retention of any information involves a certain degree of risk irrespective of the circumstances. As such, we take account security very seriously, and keeping your information secure is very important to us.

6.2. As such, we treat all your data with the utmost security and use a variety of technologies, policies and applications to ensure your data is secured not only from external access, but also from unauthorised access or modification. This includes and is not limited to the use of firewalls, brute force protection mechanisms, advanced and continually reviewed access controls and restrictions.

6.3. Your continued use of basic information security protections (such as ensuring strong passwords are set and that these are changed regularly and not shared with anybody) will also help to protect your security and personal information.

## **7. Acceptance**

7.1. The Customer signified acceptance of this Privacy Policy, as well as our Terms of Service, Customer Service Policy, Acceptable Use Policy and any applicable Registrant Agreement, when they submitted their order to Soul Media Solutions for Services, and that order was accepted.

## **8. Changes**

8.1. Soul Media Solutions may amend our Privacy Policy at any time. Changes to this agreement will become effective upon their publication to our website.

8.2. Continued use of the Service(s) constitutes acceptance of the amended terms. If you do not wish to accept the amended terms, you may request cancellation of your Services) inline with our cancellation policy found within our Terms of Service.

If you have any questions about this agreement please contact our Customer Care team via email at [info@soulmediasolutions.com.au](mailto:info@soulmediasolutions.com.au)

## **DOCUMENT CHANGE HISTORY**

Date Description of Change Version

3-03-2018

▸ Document created and published