

PRIVACY POLICY

The provisions set out in this Privacy Policy prescribe policies regarding the use, processing and dissemination of personal information submitted, uploaded or published by any persons to us through or in connection with the Site or the Portal and/or supplied by any persons to us by way of email or oral communication.

If you are below 18 years old, you must have permission from your parent or legal guardian to access and use this website and both you and your parent or legal guardian must read this Policy and our [User Agreement](#) together before you sign up with englishrulesonline or before you provide any information to us.

1. ACCEPTANCE OF POLICY

- 1.1 Wordswork Publications Pty Ltd (ABN 35088152612) and its successors and assigns ("Provider", "us", "we" or "our") have created this Privacy Policy in order to demonstrate our firm commitment to your privacy. The following discloses our information gathering and dissemination practices in respect of personal information.
- 1.2 This Privacy Policy is supplementary to the User Agreement, and is incorporated into the User Agreement by this reference. Unless otherwise defined herein, all capitalised terms are defined in the User Agreement.
- 1.3 By providing us with your personal information in any way, you agree to be bound by this Privacy Policy.
- 1.4 The Site may contain links to websites of third parties. By clicking on such links, you may be transferred to the website of the third party. We are not responsible in any way for the privacy practices of such third parties and you are advised to view and read the privacy statements issued by the third parties to ensure that you understand and agree to the same.

2. COLLECTION OF PERSONAL INFORMATION

- 2.1 Your privacy and security is of utmost importance to us. We will always follow the principles of the Australian Privacy Principles promulgated under the Privacy Act 1988 (Cth), as amended or updated from time to time ("Australian Privacy Principles"), and ask you how you would like us to communicate with you.
- 2.2 In order to use or access the Portal, you may be required to provide certain information, including information which may be used to personally identify you ("Personal Information") as part of the process of creating Your Account. Such Personal Information may include your name, address, phone number(s), email address and any other information which may, or may lead to, the disclosure of your identity as an individual.
- 2.3 You may also be required to provide Personal Information to us when you communicate with us in any other way, including when you:
 - (a) request further information on our services or on any content published on the Site;
 - (b) request advice or assistance in relation to the Portal or any Features of the Portal;
 - (c) report a problem using any means of communication;
 - (d) submit an enquiry or contact form through or in connection with the Site; or
 - (e) contact us by way of email, telephone call, fax message, letter or through any other means of communication.

3. USE OF PERSONAL INFORMATION

- 3.1 Any Personal Information submitted to us shall be used primarily for administrative purposes and for the purposes to which they were submitted or required.
- 3.2 Unless you inform us otherwise in accordance with clause 5.3, we may also use your Personal Information for the following additional purposes:
 - (a) request for further information on our services or on any content published on the Site;
 - (b) request for advice or assistance in relation to the Portal or any Features of the Portal;

PRIVACY POLICY

- (c) report a problem using any means of communication;
 - (d) submit an enquiry or contact form through or in connection with the Site; or
 - (e) contact us by way of email, telephone call, fax message, letter or through any other means of communication.
- 3.3 In addition, unless you inform us otherwise in accordance with clause 5.3, we may use your Personal Information to communicate with you ("Communications"):
 - (a) by sending you notices regarding any promotions which may be of interest to you;
 - (b) by inviting you to participate in our surveys;
 - (c) by requesting for your views on the Site, the Portal, its Features, our customer support and/or any other services which may be offered, supplied and/or made available to you;
 - (d) by responding to your requests; or
 - (e) by corresponding with you in any other way for direct marketing purposes.
- 4. **DISSEMINATION OF PERSONAL INFORMATION**
 - 4.1 Be assured that we will never sell your Personal Information to any third parties for commercial gain.
 - 4.2 However, we may disclose your Personal Information:
 - (a) to our consultants, advisors, service providers and agents ("Authorised Representatives"):
 - (i) to assist us to achieve the purposes described in clause 3.1;
 - (ii) unless you have withdrawn your consent in accordance with clause 5.3, to assist us achieve the purposes described in clauses 3.2 and 3.3; and
 - (b) to our business partners who may communicate with you ("Business Partner Communications"):
 - (i) by sending you notices regarding any promotions or products or services offered by them which may be of interest to you;
 - (ii) by inviting you to participate in their surveys;
 - (iii) for other advertising, statistical compilation or marketing-related purposes;
 - (iv) by responding to your requests; or
 - (v) by corresponding with you in any other way for direct marketing purposes,unless you have informed us that you do not wish to receive any Business Partner Communications in accordance with clause 5.3.
 - 4.3 We may also be required to disclose your Personal Information in the following circumstances:
 - (a) to comply with a legal process;
 - (b) to enforce the User Agreement, this Privacy Policy or any other agreements or contracts made with you or any related entity;
 - (c) to protect the rights, property or personal safety of other Users and/or the public;
 - (d) to protect our business operations or the administration of the Site or Portal and/or its Features thereof; or
 - (e) where applicable, to credit reference agencies, where your Personal Information may be used by for the purposes of:
 - (i) making credit decisions about you and the people with whom you are financially associated with;
 - (ii) fraud or money laundering prevention; and
 - (iii) occasionally, for tracing debtors,

PRIVACY POLICY

(f) if we reasonably believe that the disclosure of your Personal Information is reasonably necessary for one or more enforcement related activities conducted by us or on our behalf.

- 4.4 If you post or send offensive or objectionable content to us or otherwise engage in any disruptive behaviour in respect of the Site, the Portal and/or its Features thereof, we may use whatever Personal Information that is available to us about you to stop such behaviour. This may involve informing relevant third parties such as your employer and law enforcement agencies about the content or your behaviour.
- 4.5 In certain cases, the technical processing and transmission of your Personal Information may involve transmission over various networks or changes to conform and adapt to technical requirements of connecting networks or devices. In addition, your Personal Information may be processed outside Australia through third party offshore processing centres engaged by us or by our Authorised Representatives or business partners for any purposes described in this clause 4.

5. CONSENT AND OPTING-OUT

- 5.1 By submitting or providing your Personal Information to us, you expressly acknowledge, consent and agree to:
 - (a) our use or processing, or the disclosure to, or use or processing by, Authorised Representatives, of your Personal Information for the purposes described in clause 3.1;
 - (b) subject to clause 5.3, the use or processing of your Personal Information for the purposes of clauses 3.2 or 3.3; and
 - (c) subject to clause 5.3, the use or processing by our business partners of your Personal Information for the purposes of sending you Business Partner Communications.
- 5.2 We follow strict security procedures to ensure that your Personal Information is protected and that it is not damaged or destroyed. All Personal Information is kept in a secure place with restricted physical or electronic access, and with confidentiality preserved. Only our senior management team is permitted access to your Personal Information. Notwithstanding the aforesaid, you expressly acknowledge and agree:
 - (a) that the transmission of information via the internet is not completely secure. We will do our best to protect your Personal Information but we are unable to guarantee the security of your Personal Information submitted or provided through or in connection with the Site or the Portal and/or its Features thereof and accordingly, any submission or provision of Personal Information is made at your own risk; and
 - (b) that the transfer and processing of your Personal Information may be undertaken in countries outside of Australia, which may not provide the same level of data protection as Australia. If we do make such a transfer or if your Personal Information is to be processed outside Australia, we will put a contract in place to ensure your Personal Information is protected or where applicable, is covered by the US 'Safe Harbor Program'.
- 5.3 You may inform us by way of email sent to info@englishrulesonline if you wish to withdraw your consent to the use of your Personal Information for the purposes of clauses 3.2 or 3.3, or to exercise your right to opt out of receiving any Business Partner Communications from our business partners. If you do opt out, this may preclude you from receiving any of our special offers or promotion, whether offered by us or by any business partners in future.

6. RETAINING AND DELETING DATA

- 6.1 Upon termination of your access to the Site or the Portal in accordance with the User Agreement, we may still be required to retain your Personal Information in order to

PRIVACY POLICY

comply with legal obligations, prevent fraud, collect fees owed (if any), resolve disputes and troubleshoot problems etc, but always done within a legal framework.

- 6.2 When you request for your Personal Information to be removed in accordance with clause 5.3, you will be added to a suppression list to ensure your request is complied with. All Personal Information is used and processed in line with the requirements of the Australian Privacy Principles.

7. INFORMATION REQUESTS

- 7.1 You have a right to ask for a copy of your Personal Information. However, you should note that in certain circumstances, your request may be denied in accordance with the Australian Privacy Principles.
- 7.2 You are obliged to correct any inaccuracies in your Personal Information. If you are unable to use the Site or the Portal to correct such inaccuracies, you may ask us to do so on your behalf (where possible).
- 7.3 Unless the Personal Information relates to an individual which you are legally responsible for (such as a minor), you must not give us Personal Information about any other person. If you do so, you confirm that they have appointed you to act for them, to consent to the processing of their Personal Information, to the transfer of their Personal Information abroad and to receive on their behalf any Communications from us or any Business Partner Communications from our business partners.

8. COOKIES

- 8.1 If you visit our Site, as with the majority of websites on the internet, our computer server may automatically send you a cookie. A cookie is a small 'log-file' that can be placed on your computer's hard disk for record-keeping purposes and we may use them to do a number of things:
 - (a) cookies help us to recognise you when you next visit our Site and note the advertisements displayed to you. This allows us to tailor the promotions we provide to your preferences. We may use the services of third party servers for this purpose;
 - (b) cookies may be used to compile anonymous statistics related to the take up or use of services, or to patterns of browsing. A third party may collect such data on our behalf to measure the performance of the Site. Information collected is aggregated for reporting purposes, and no personally identifiable information is collected by this service. The use of this service assists us in measuring and improving the structure and ease of use of the Site;
 - © cookies may also be used to track IP addresses. An IP Address is a number that can identify an Internet Service Provider, country location etc. It cannot provide personal information. We will not use the IP Address to build a profile on Users, we only use the information for demographic and statistical purposes.
- 8.2 It is also possible that others may download cookies to your computer when you access, visit or use the Site. We cannot control nor do we have access to any cookies placed on your computer by such other persons.
- 8.3 Cookies cannot be used by themselves to identify you. You are not obliged to accept cookies and may modify your browser so that it will not accept cookies. If you do disable cookies, some of our services may not be available to you.

9. MODIFICATION OF PRIVACY POLICY

- 9.1 This Privacy Policy may be modified from time to time as a result of any changes in the law or best practices and/or to the Site without notice to you. The most current version of this Privacy Policy as posted on this page shall supersede all previous versions.
- 9.2 It is your responsibility to check regularly to determine whether a new version of the Privacy Policy has been uploaded to the Site.

10. QUESTIONS AND COMPLAINTS

PRIVACY POLICY

- 10.1 If you have any questions about this Privacy Policy, the privacy practices of the Provider, or your dealings with the Provider in respect of Personal Information, or if you have any complaints thereof, you can email the Personal Information Officer at info@englishrulesonline.
- 10.2 The Personal Information Officer will respond to your email within three (3) working days, when possible.

TERMS AND CONDITIONS

School and Bookseller Orders:

An invoice will be sent along with the order and is payable within 30 days of the invoice date.

Individual Orders:

Upfront payment is required from individuals; the order will be shipped once payment is received.

Processing Orders:

englishrulesonline subscriptions are manually processed and subscription information is provided by email once the program has been ordered.

Wordwork Publications reserves the right to ask for extra information from the person making an order via email, telephone or post-in order to ensure they are permitted to order the product.

Delivery of Products:

Hard copy products are generally shipped at least weekly. In the case of urgent orders shipments can be made more promptly. Schools will sometimes request that an order be filled on a particular date. We can accommodate these requests .

Postage and Handling:

Digital delivery is free.

Delivery costs for hard copy orders over \$100 are free.

Returns:

To be authorised and returned by April 30th.

Prices:

All prices quoted are in Australian Dollars and are inclusive of GST.

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