

**Hardhat Enterprises**

**Fortify**

**Legal Document**

**Privacy Policy & Terms and Conditions**

**2022**

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Privacy Policy

Fortify is committed to providing quality services to you and this policy outlines our ongoing obligations to you in respect of how we manage your Personal Information.

We have adopted the Australian Privacy Principles (APPs) contained in the Privacy Act 1988 (Cth) (the Privacy Act). The NPPs govern the way in which we collect, use, disclose, store, secure and dispose of your Personal Information.

A copy of the Australian Privacy Principles may be obtained from the website of The Office of the Australian Information Commissioner at www.aoic.gov.au

What is Personal Information and why do we collect it?

Personal Information is information or an opinion that identifies an individual. Examples of Personal Information we collect include names, addresses, email addresses, phone and facsimile numbers.

This Personal Information is obtained in many ways including interviews, correspondence, by telephone, by email, via our website www.helpfortify.org, from your website, from other publicly available sources, from cookies, and from third parties. We don’t guarantee website links or policy of authorised third parties.

We collect your Personal Information for the primary purpose of providing our services to you, providing information to our clients and marketing. We may also use your Personal Information for secondary purposes closely related to the primary purpose, in circumstances where you would reasonably expect such use or disclosure. You may unsubscribe from our mailing/marketing lists at any time by contacting us in writing.

When we collect Personal Information, we will where appropriate and where possible, explain to you why we are collecting the information and how we plan to use it.

### Sensitive Information

Sensitive information is defined in the Privacy Act to include information or opinion about such things as an individual's racial or ethnic origin, political opinions, membership of a political association, religious or philosophical beliefs, membership of a trade union or other professional body, criminal record or health information.

Sensitive information will be used by us only:

* For the primary purpose for which it was obtained
* For a secondary purpose that is directly related to the primary purpose
* With your consent, or where required or authorised by law.

### Third Parties

Where reasonable and practicable to do so, we will collect your Personal Information only from you. However, in some circumstances we may be provided with information by third parties. In such a case we will take reasonable steps to ensure that you are made aware of the information provided to us by the third party.

### Disclosure of Personal Information

Your Personal Information may be disclosed in a number of circumstances including the following:

* Third parties where you consent to the use or disclosure; and
* Where required or authorised by law.

### Security of Personal Information

Your Personal Information is stored in a manner that reasonably protects it from misuse and loss and from unauthorized access, modification or disclosure.

When your Personal Information is no longer needed for the purpose for which it was obtained, we will take reasonable steps to destroy or permanently de-identify your Personal Information. However, most of the Personal Information is or will be stored in client files which will be kept by us for a minimum of 7 years.

### Access to your Personal Information

You may access the Personal Information we hold about you and to update and/or correct it, subject to certain exceptions. If you wish to access your Personal Information, please contact us in writing.

Fortify will not charge any fee for your access request but may charge an administrative fee for providing a copy of your Personal Information.

In order to protect your Personal Information, we may require identification from you before releasing the requested information.

### Maintaining the Quality of your Personal Information

It is an important to us that your Personal Information is up to date. We will take reasonable steps to make sure that your Personal Information is accurate, complete and up to date. If you find that the information we have is not up to date or is inaccurate, please advise us as soon as practicable so we can update our records and ensure we can continue to provide quality services to you.

## Policy Updates

This Policy may change from time to time and is available on our website.

## Privacy Policy Complaints and Enquiries

If you have any queries or complaints about our Privacy Policy, please contact us at:

[www.helpfortify.org](http://www.helpfortify.org/), Email address.

Terms of Use

Our Terms and Conditions were last updated on 15/8/2022.

Please read these terms and conditions carefully before using the Fortify Service.

Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and Fortify. These Terms and Conditions set out the rights and obligations of all users regarding the use of www.helpfortify.org.

Your access to and use of the service is conditioned on your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using www.helpfortify.org, you agree to be bound by these Terms and Conditions. If you disagree with any part of these Terms and Conditions, then You may not access this service.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of your personal information when you use the Application or the Website and tells you about your privacy rights and how the law protects you. Please read Our Privacy Policy carefully before using Our Service.

# Copyright Policy

## Intellectual Property Infringement

We respect the intellectual property rights of others. It is Our policy to respond to any claim that Content posted on the Service infringes a copyright or other intellectual property infringement of any person.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Service, you must submit your notice in writing to the attention of our copyright agent via email and include in your notice a detailed description of the alleged infringement.

You may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any Content is infringing Your copyright.

## DMCA Notice and DMCA Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

* An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest.
* A description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work.
* Identification of the URL or other specific location on the Service where the material that You claim is infringing is located.
* Your address, telephone number, and email address.
* A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
* A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our copyright agent via email. Upon receipt of a notification, the Company will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Service.

## Intellectual Property

The Service and its original content (excluding Content provided by you or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

## Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

## "AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Disputes Resolution

If you have any concern or dispute about the Service, you agree to first try to resolve the dispute informally by contacting the Company.

## For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

# Severability and Waiver

Severability

 If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

## Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

 By continuing to access or use Our Service after those revisions become effective, you agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

## Contact Us

 If you have any questions about these Terms and Conditions, you can contact us by visiting this page on our website: www.helpfortify.org

# Database Retention and Disposal

Implementation of ‘Data Retention Practices’ allows Fortify to analyse and assess client information against current and future information documentation and research. In reference to the Australian Privacy Act 1988 (Cth), most legal and tax-related documents are required to be kept a minimum of five years in Australia, starting from when the document was prepared or obtained, or when the transaction/act it relates to was completed.

## Data Retention Practises

Fortify seeks to ensure that it retains only data necessary to effectively conduct its program activities and work in fulfilment of its mission.

## Justifications for Data Retention:

Fortify retains only that data that is necessary to effectively conduct its program activities, fulfill its mission and comply with applicable laws and regulations. Reasons for data retention include:

* Providing an ongoing service to the data subject (e.g. sending a newsletter, publication or ongoing program updates to an individual, ongoing training or participation in Fortify’s programs)
* Compliance with applicable laws and regulations associated with financial and programmatic reporting by Fortify to its funding agencies and other donors
* Other regulatory requirements
* Security incident or other investigation
* Intellectual property preservation
* Litigation

## Retention Requirements:

Fortify has set the following guidelines for retaining all personal data as defined in the Institute’s data privacy policy.

* Website visitor data will be retained as long as necessary to provide the service requested/initiated through the Fortify website and database.
* Contributor data will be retained for the year in which the individual has contributed and then for 6 months after the date of the last contribution. Financial information will not be retained longer than is necessary to process a single transaction.
* Event participant data will be retained for the period of the event, including any follow up activities, such as the distribution of reports, plus a period of 6 months.
* Program participant data (including sign in sheets) will be retained for the duration of the grant agreement that financed the program plus any additional time required under the terms of the grant agreement.
* Personal data of subgrantees, subcontractors and vendors will be kept for the duration of the contract or agreement.
* Employee data will be held for the duration of employment and then 12 months after the last day of employment.
* Data associated with employee wages, leave and pension shall be held for the period of employment plus 12 months, with the exception of pension eligibility and retirement beneficiary data which shall be kept for 24 months.
* Recruitment data, including interview notes of unsuccessful applicants, will be held for 6 months after the closing of the position recruitment process.
* Consultant data will be held for the duration of the consulting contract plus 6 months after the end of the consultancy.
* Data associated with tax payments (including payroll, corporate and VAT) will be held for 12 months.
* Operational data related to program proposals, reporting and program management will be held for the period required by the Fortify donor, but not more than 6 months.

Data Duplication:

Fortify seeks to avoid duplication in data storage whenever possible, though there may be instances in which for programmatic or other business reasons it is necessary for data to be held in more than one place. This policy applies to all data in Fortify’s possession, including duplicate copies of data.

## Data Disposal:

In accordance with the Australian Privacy Act 1988 (Cth) a business must take the appropriate steps to destroy or remove personal information that is no longer required. Failure to do so will result in fines.

Personal information can be defined as:

* “Information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.”

Fortify will engage with various data disposal methods for compliance with the Privacy Act 1988. The main method will be that of overwriting. The database data will be encrypted with software to render the data unreadable and unrecoverable with unreadable characters. Fortify will also engage in total disc drive destruction where applicable for physical drives, as well as shredding for non-electrical mediums.

Website Policy

Our Website Policy was last updated on 01/09/2022.

This policy should be read and carried out by all members of Fortify.

This policy provides guidelines for the maintenance of all relevant technology issues related to the business website.