

DCAFOonline

Terms and Conditions of Use and Privacy Policy

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DCAFOonline.com

TERMS AND CONDITIONS of Use

Welcome to DCAFOne Services. This website with URL address DCAFOne.com is operated by ARCHITECTED INTENT PTY LTD (Australian Business Number 60 627 754 107). Should you continue to use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Architected Intent's relationship with you in connection with this website.

We reserve the right to change these terms and conditions at any time, and you agree to abide by the most recent version of this Usage Terms and Conditions Agreement each time you view and use the Website. You are accordingly advised to consult the Usage Terms and Conditions Agreement each time you view and use the Website. Do not use the Website if you do not agree to all the following terms including our privacy policy.

The term 'Architected Intent' or 'us' or 'our' or 'we' refers to Architected Intent, the licensed operator of the website. The term 'you' or 'your' refers to the website user.

Your use of this website is subject to the following terms and conditions:

1. The Terms of Use of DCAFOne services include these Terms and Conditions and any other terms and conditions that appear in or are linked to the DCAFOne website (Additional Terms and Conditions). The Additional Terms and Conditions that appear on the DCAFOne website will govern your use of, and access to, certain sections of the DCAFOne Web Site where they appear. Since these Additional Terms and Conditions form part of the Terms of Use, you are bound by them and should review them wherever they are relevant to you when using the DCAFOne website.
2. While we endeavour to take reasonable care in preparing and maintaining the information on this website we do not warrant the accuracy, reliability, adequacy or completeness of any of the website content. You acknowledge and accept that the website content may include technical inaccuracies and typographical errors. The website content is subject to change at any time without notice and may not necessarily be up to date or accurate at the time you view it.
3. It is your responsibility to enquire with us directly to ensure the accuracy and currency of the material or information you seek to rely upon. To the extent permitted by law, including the Competition and Consumer Act 2010 (Cth), we disclaim all liability for loss directly or indirectly arising from your use of or reliance on the website and the website content.
4. We do not guarantee that access to the DCAFOne website will be uninterrupted or that the website is free from viruses or anything else which may damage any computer which accesses the DCAFOne website or any data on such a computer.
5. To the maximum extent permitted by law we exclude all liability for any loss or damage of any kind (including special, indirect or consequential loss and including

loss of business profits) arising out of or in connection with the website content and the use or performance of the DCAFOne website except to the extent that the loss or damage is directly caused by us in terms of fraud or wilful misconduct.

6. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
7. This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the content, design, layout, appearance, look and graphics of the website. Any reproduction of the website's material is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
8. Any material you send to us on or via the DCAFOne website will be deemed to be non-confidential and non-proprietary unless it is indicated to be otherwise. This includes any data, questions, comments, suggestions, ideas or other information. We will be entitled to use any such material which has not been indicated to be confidential or proprietary for any purpose without compensation to you.
9. The DCAFOne Website may contain links to other websites operated, controlled or produced by third parties. Unless otherwise indicated, we do not control, endorse, sponsor or approve any such third-party websites or their content nor do we provide any warranty or take any responsibility whatsoever for any aspect of those websites or their content.
10. No use of DCAFOne or other artwork will be allowed for linking absent a license agreement.
11. We employ the use of cookies. By using the DCAFOne website you consent to the use of cookies in accordance with the DCAFOne privacy policy. Most of the modern day interactive web sites use cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting.
12. This website may also, on occasion, include links to other websites which are not controlled by us. These links are provided for your convenience to provide you with further information. You acknowledge that they are used at your own risk. They do not signify that we recommend or endorse the websites. We have no control over the nature, content and availability of those websites.
13. You may only use the website for lawful purposes and in a manner consistent with the nature and purpose of the website.
14. These terms and conditions may be amended from time to time. Your continued use of our website following any such amendments will be deemed to be confirmation that you accept those amendments.
15. You indemnify us from and against all claims, suits, demands, actions, liabilities, costs and expenses (including legal costs and expenses on a full indemnity basis) resulting from your use of the website.

16. You will not use the DCAFOne website or reference DCAFOne (directly or indirectly) in public forums for creating disputes, to discredit other users or third parties, or to lodge complaints or grievances against other users or third parties.
17. All trademarks reproduced in this website, which are not the property of, or licensed to us, are acknowledged on the website.
18. In no event will we be liable for any loss, damage, cost or expense including legal costs and expenses (whether direct or indirect) incurred by you in connection with the use of this website.
19. Every effort is made to keep the website up and running smoothly. However, we take no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.
20. Your use of this website and any dispute arising out of your use of it is subject to the laws of the Australian Capital Territory.
21. Where our personnel or the DCAFOne services are involved in directly verifying or validating any published information on the DCAFOne website we reserve the right to alter such any assertions published on the DCAFOne website should we find any of the assertions to be false or unsubstantiated.
22. You are entitled to use a DCAF 'Credential Mark' (meaning symbol, word or other sign that signifies a product, process or service has attained one of the DCAF assertion levels) only if your capability details are listed on the DCAFOne website as current.

DCAFOne Privacy Policy

When we refer to you we mean your organisation and its personnel. Your privacy is important to us, and so is being transparent about how we collect, use, and share information about you. This policy is intended to help you understand:

- What information we collect
- How we use information we collect
- How we share information we collect
- How we store and secure information we collect
- How to access and control your information
- Changes to our privacy policy

This Privacy Policy covers the information we collect about you when you use our products or services, or otherwise interact with us, unless a different privacy policy is displayed. This policy also explains your choices about how we use information about you. Your choices include how you can object to certain uses of information about you and how you can access and update certain information about you. If you do not agree with this policy, do not access or use our Services or interact with any other aspect of our business.

When we refer to "DCAFOne," "we," or "us" in this policy, we mean Architected Intent (Australian Business Number 15 613 331 838) which controls the information DCAFOne collects when you use the Services. DCAFOne is designed to publish information that you want published, which helps you to be transparent about the digital standards you support. We also own and operate a number of websites and offer related services, like support. We refer to all of these products, together with our other services and websites as "Services" in this policy.

What information we collect

Information we collect from you

We collect information about you when you provide it to us, when you use our Services, and when other sources provide it to us, as further described below.

- **Account and Profile Information:** We collect information about you when you register for an account, create or modify your profile, set preferences, sign-up for or make purchases through the Services. Information relating to your personnel is restricted to business contact information. For example, you provide your contact. You also have the option of adding a company logo, bio, and other details to your profile information to be displayed in our Services. We keep track of your preferences when you select settings within the Services.
- **Content you provide through our services:** The Services you use will collect and store content that you post, send and share. This content includes any information about you that you may choose to include. Content also includes the files and links you upload to the Services.
- **Content you provide through our websites:** The Services also include our websites owned or operated by us. We collect other content that you submit to these websites, which include organisational profile information, capability information, any files you may upload as evidence of capability and feedback when you participate in surveys.
- **Information you provide through our support channels:** The Services also include customer support, where you may choose to submit information regarding a problem you are experiencing with a Service. Whether you designate yourself as a technical contact, open a support ticket, speak to one of our representatives directly or otherwise engage with our support team, you will be asked to provide contact information, a summary of the problem you are experiencing, and any other documentation, screenshots or information that would be helpful in resolving the issue.
- **Payment Information:** We collect certain payment and billing information when you register for certain paid Services. For example, we ask you to designate a billing representative, including name and contact information, upon registration. You might also provide payment information, such as payment card details, which we collect via secure payment processing services.

Information we collect automatically when you use the Services

We collect information about you when you use our Services, including browsing our websites and taking certain actions within the Services.

- **Your use of the Services:** We keep track of certain information about you when you visit and interact with any of our Services. This information includes the features you use and other links you click on; the type, size and filenames of attachments you upload to the Services and frequently used search terms.
- **Device and Connection Information:** We collect information about your computer, phone, tablet, or other devices you use to access the Services. This device information includes your connection. We also collect information through your device about your operating system, browser type, IP address, URLs of referring/exit pages and device identifiers. We use your IP address and/or country preference in order to approximate your location to provide you with a better Service experience. How much of this information we collect depends on the type and settings of the device you use to access the Services.
- **Cookies and Other Tracking Technologies:** We and our third-party partners, such as our advertising and analytics partners, use cookies and other tracking technologies (e.g., web beacons, device identifiers and pixels) to provide functionality and to recognize you across different Services and devices. To opt-out of our use of cookies, you can instruct your browser, by changing its options, to stop accepting cookies or to prompt you before accepting a cookie from websites you visit. If you do not accept cookies, however, you may not be able to use all aspects of our Services.

Information we receive from other sources

We may receive information about you from other Service users, from third party services, from our business and channel partners or from your customers providing us feedback on your performance.

How we use information we collect

How we use the information we collect depends in part on which Services you use, how you use them, and any preferences you have communicated to us. Below are the specific purposes for which we use the information we collect about you.

- **To advertise your digital capabilities:** The essence of our service is to advertise your company profile information and capability details so that the business community has visibility on the digital standards your support.
- **To provide the Services and personalize your experience:** We use information about you to provide the Services to you, including to process transactions with you,

authenticate you when you log in, provide customer support, and operate and maintain the Services.

- For research and development: We are always looking for ways to make our Services smarter, faster, secure, integrated and useful to you. We use the information to troubleshoot and identify ways to improve.
- To communicate with you about the Services: We use your contact information to send transactional communications via email and within the Services, including confirming your enrolment, reminding you of subscription expirations, responding to your comments, questions and requests, providing customer support, and sending you technical notices, updates, security alerts, and administrative messages.
- To market, promote, and drive engagement with the Services: We use your contact information and information about how you use the Services to send promotional communications that may be of specific interest to you, including by email and by displaying DCAFOOnline advertisements on other companies' websites and applications, as well as on platforms like Facebook and Google. These communications are aimed at driving engagement and maximizing what you get out of the Services.
- Customer support: We use your information to resolve technical issues you encounter, to respond to your requests for assistance and to repair and improve the Services.
- To protect our legitimate business interests and legal rights: Where required by law or where we believe it is necessary to protect our legal rights, interests and the interests of others, we use information about you in connection with legal claims, compliance, regulatory, and audit functions, and disclosures in connection with the acquisition, merger or sale of a business.
- With your consent: We use information about you where you have given us consent to do so for a specific purpose not listed above. For example, we may make press releases, publish case studies or featured customer stories to promote the Services, with your permission.
- If you have consented to our use of information about you for a specific purpose, you have the right to change your mind at any time, but this will not affect any processing that has already taken place. Where we are using your information because we or a third party (e.g. your employer) have a legitimate interest to do so, you have the right to object to that use though, in some cases, this may mean no longer using the Services.

[How we share information we collect](#)

We provide a primary website to share only your business profile and capability details with the public. We share information we collect about you in the ways discussed below, including in connection with possible business transfers, but we are not in the business of selling information about you to advertisers or other third parties.

Sharing with other Service users and third parties

When you use the Services, we share certain information about you with other Service users.

- For publishing capability: All capability and capability profile information is shared by our Services – this is the essential service we provide.
- For Verifying capability: Some of our services require you to collaborate with other Service users to verify your capability. We coordinate that collaboration and may share some or all of your profile information to other Service users when you participate in the collaborative verification exercise.
- Our service providers: We work with third-party service providers to provide website and application development, hosting, maintenance, backup, storage, virtual infrastructure, payment processing, analysis and other services for us, which may require them to access or use information about you. If a service provider needs to access information about you to perform services on our behalf, they do so under instruction from us, including abiding by policies and procedures designed to protect your information.
- Our Partners: From time to time we work with third parties who provide consulting, sales, support and technical services to deliver and implement customer solutions around the Services. We may share your information with these third parties in connection with their services, such as to assist with billing and collections, to provide localized support, and to provide customizations.
- Links to Third-Party Sites: The Services may include links that direct you to other websites or services whose privacy practices may differ from ours. Your use of and any information you submit to any of those third-party sites is governed by their privacy policies, not this one.
- With your consent: We share information about you with third parties when you give us consent to do so. For example, we may display case studies of satisfied customers on our public websites. With your consent, we may post your name alongside the case study.
- Compliance with Enforcement Requests and Applicable Laws: In exceptional circumstances, we may share information about you with a third party if we believe that sharing is reasonably necessary to (a) comply with any applicable law, regulation, legal process or governmental request, including to meet national security requirements, (b) enforce our agreements, policies and terms of service, (c) protect the security or integrity of our products and services, (d) protect us, our customers or the public from harm or illegal activities, or (e) respond to an emergency which we believe in good faith requires us to disclose information to assist in preventing the death or serious bodily injury of any person.

How we store and secure information we collect

Information storage and security

We use data hosting service providers in the Australia to host the information we collect, and we use technical measures to secure your data. While we implement safeguards designed to protect your information, no security system is impenetrable and due to the inherent nature of the Internet, we cannot guarantee that data, during transmission through the Internet or while stored on our systems or otherwise in our care, is absolutely safe from intrusion by others. We will respond to requests about this within a reasonable timeframe.

How long we keep information

How long we keep information we collect about you depends on the type of information, as described in further detail below. After such time, we will either delete or anonymize your information or, if this is not possible (for example, because the information has been stored in backup archives), then we will securely store your information and isolate it from any further use until deletion is possible.

- **Account information:** We retain your account and capability information until you delete your account. We also retain some of your information as necessary to comply with our legal obligations, to resolve disputes, to enforce our agreements, to support business operations and to continue to develop and improve our Services. Where we retain information for Service improvement and development, we take steps to eliminate information that directly identifies you, and we only use the information to uncover collective insights about the use of our Services, not to specifically analyse personal characteristics about you.
- **Marketing information:** If you have elected to receive marketing emails from us, we retain information about your marketing preferences unless you specifically ask us to delete such information. We retain information derived from cookies and other tracking technologies for a reasonable period from the date such information was created.

How to access and control your information

You have certain choices available to you when it comes to your information. Below is a summary of those choices, how to exercise them and any limitations. We will respond to requests about this within a reasonable timeframe.

Your Choices:

- **Right to request for your information:** You have the right to request a copy of your information, to object to our use of your information (including for marketing purposes), to request the deletion or restriction of your information, or to request your information in a structured, electronic format.

- Your request and choices may be limited in certain cases: for example, if fulfilling your request would reveal information about another person, or if you ask to delete information which we or your administrator are permitted by law or have compelling legitimate interests to keep. Where you have asked us to share data with third parties, for example when participating in capability verification services, you will need to contact those third-party service providers directly to have your information deleted or otherwise restricted. If you have unresolved concerns, you may have the right to complain to a data protection authority in the country where you live, where you work or where you feel your rights were infringed.
- Access and update your information: Our Services give you the ability to access and update certain information about you from within the Service. For example, you can access your profile information from your account and update your profile information
- Delete your information: Our Services give you the ability to delete certain information about you from within the Service. Please note, however, that we may need to retain certain information for record keeping purposes, to complete transactions or to comply with our legal obligations.
- Request that we stop using your information: In some cases, you may ask us to stop accessing, storing, using and otherwise processing your information where you believe we don't have the appropriate rights to do so. Where you gave us consent to use your information for a limited purpose, you can contact us to withdraw that consent, but this will not affect any processing that has already taken place at the time. You can also opt-out of our use of your information for marketing purposes by contacting us. When you make such requests, we may need time to investigate and facilitate your request. If there is a delay or dispute as to whether we have the right to continue using your information, we will restrict any further use of your information until the request is honoured or the dispute is resolved, provided your administrator does not object (where applicable).
- Opt out of communications: You may opt out of receiving promotional communications from us by using the unsubscribe link within each email, updating your email preferences within your Service account settings menu, or by contacting us to have your contact information removed from our promotional email list or registration database.
- Turn off Cookie Controls: Relevant browser-based cookie controls can be turned off.

Changes to our Privacy Policy

We may change this privacy policy from time to time. We will post any privacy policy changes in the relevant sections of the website and, if the changes are significant, we will provide a more prominent notice by adding a notice on the Services homepages, login screens, or by sending you an email notification. We will also keep prior versions of this Privacy Policy in an archive for your review. We encourage you to review our privacy policy whenever you use the Services to stay informed about our information practices and the ways you can help protect your privacy.

If you disagree with any changes to this privacy policy, you will need to stop using the Services and deactivate your account(s).