



**OUTSIDE IN (AUSTRALIA) PTY LTD  
(ABN 59 694 092 290)**

**PRIVACY POLICY**

**Updated March 2026**

**1. OUR COMMITMENT TO YOUR PRIVACY**

- 1.1. Under the *Privacy Act 1988* (Cth) and the Australian Privacy Principles (“**APP**”), Outside In (Australia) Pty Ltd (ABN 59 694 092 290) (“**Outside In**”) has obligations in respect to the collection, storage and use of personal information.
- 1.2. Outside In is committed to protecting the privacy of:
  - (a) customers who purchase products and services from us, in person or otherwise; and
  - (b) any other person who provides us with personal information in the course of our business through our website, in person or otherwise.
- 1.3. By providing any personal information to Outside In, you expressly represent and warrant to Outside In that you accept this Privacy Policy.
- 1.4. More information on your rights under Australian law are available from the Office of the Australian Information Commissioner (“**OAIC**”) at <https://oaic.gov.au/>.
- 1.5. If you have any questions, concerns, or complaints about Outside In handling of your personal information or this Privacy Policy, please contact our Privacy Officer at [privacy@outsidein.com](mailto:privacy@outsidein.com).

**2. WHAT INFORMATION DOES OUTSIDE IN COLLECT AND HOW DOES IT USE IT?**

- 2.1. In order to provide you with our services, we collect personal information about you if you:
  - (a) visit our Website;
  - (b) set up an account with us;
  - (c) contact us with a query or complaint;
  - (d) respond to surveys or enter any promotions we run; or
  - (e) make direct contact with us by telephone, in writing, or via our Website.
- 2.2. Outside In may collect anonymous information when you interact with our Website such as your browser name, IP address, device type, operating system and web log information. Such information does not identify you personally, and we only use this information for statistical purposes and to improve the contact and functionality of the Website, to better understand our users and markets, and to improve our services.
- 2.3. A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Outside In allows web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.
- 2.4. Outside In may use traffic log cookies to identify which pages are being used. This helps us analyse data about web page traffic and improve our Website in order to tailor it to customer needs.



- 2.5. Outside In may use cookies to identify your computer on your server and so that Outside In can track your use on the Website. In some instances, cookies may collect and store personal information about you. We may use cookies to recognise you as a user of the Website, to customise our services and advertising, and to collect information in order to alleviate the risk of fraud and illegal conduct. You may set your browser to refuse cookies, or to alert you when cookies are being sent. However, if you do so please note that some parts of the Website may not function properly.
- 2.6. When you engage with us (in person, through our Website or otherwise), Outside In may collect:
- (a) Contact information and identification such as your name, telephone number(s), email address(es), residential and/or business address(es), employment titles, ABN and demographic information (such as postcode, age, gender);
  - (b) Bank account, credit card and payment details;
  - (c) Information collected from marketing campaigns, product research, customer surveys, your interactions with us including via social media, or publicly available information that you post or publish;
  - (d) Information you communicate directly with us by SMS, telephone, in writing or via the Website; and
  - (e) Any other relevant information that you provide to us at any time.
- 2.7. When we collect, hold, use and disclose personal or sensitive information it must be done through lawful and fair means. Consent must be obtained to collect, hold, use and disclose personal information. We are not required to obtain your consent to collect, hold, use or disclose your personal or sensitive information if the collection is required or authorised by or under an Australian law or a court/tribunal order. There are other exceptions to the requirement of obtaining your consent in accordance with the Australian Privacy Principles. If you would like more information on these requirements, please contact our Privacy Officer.
- 2.8. Outside In uses a variety of formats for the collection of personal and sensitive information. These include:
- (a) Requiring clients to complete a Client Profile or other forms;
  - (b) Receipt of emails, letters and other correspondence;
  - (c) Telephone calls;
  - (d) Appointments in person;
  - (e) Publicly available records;
  - (f) Through a client's personal representative;
  - (g) Through use of our website, such as via contact mailboxes or online enquiry forms, or through the registration process.

In every circumstance we will attempt to obtain such personal and sensitive information directly from you. If that is unreasonable or impracticable, we will attempt to obtain such information from other sources in accordance with Clause 2.7 above.



### **3. WHAT WE DO WITH THE INFORMATION WE GATHER**

- 3.1. We require this information to understand your needs and to provide you with a better service, and in particular the following reasons:
- (a) internal record keeping, including tracking of sales, accounting and analytics;
  - (b) we may use the information to improve our products and services; and
  - (c) we may use the information to customise the Website according to your interests.

### **4. STORAGE OF INFORMATION**

- 4.1. Outside In has adopted appropriate data collection, storage and processing practice, and has put in place security measures to protect against unauthorised access, alteration, disclosure or destruction of your personal information and data stored on our Website and servers.
- 4.2. We hold personal information in a combination of secure computer storage facilities and paper based files, and take steps to protect the personal information we hold from misuse, loss, interference, unauthorised access, modification or disclosure. Outside In trains its employees carefully on handling personal information and confidentiality of such information. Once we have no purpose for holding your personal information, we will take all reasonable steps to destroy or de-identify the information.
- 4.3. Outside In will only hold your personal information for as long as is reasonably necessary for the purpose for which it was collected, or to comply with any applicable legal or ethical reporting or document retention requirements.

### **5. SHARING OF PERSONAL INFORMATION**

- 5.1. Outside In may disclose, share or transfer personal information about you:
- (a) where you have asked for credit, to credit reporting bodies and other third parties for the purposes of:
    - (i) internal record keeping, including tracking of sales, accounting and analytics;
    - (ii) obtaining a credit report;
    - (iii) to notify other credit providers of a default by you;
    - (iv) to exchange information with other credit providers as to the status of this credit account, where you are in default with other credit providers; and/or
    - (v) to assess your creditworthiness including your repayment history in the preceding two years;
  - (b) if we are required to do so by law;
  - (c) if we receive a lawful request from law enforcement agencies or other government officials;
  - (d) when we believe disclosure is necessary to prevent physical harm or financial loss, or in connection with an investigation of suspected or actual illegal activity; or
  - (e) with other third parties with your consent or direction to do so.



- 5.2. Outside In may disclose personal information to external service providers including IT service providers and external archiving services. Where we engage external service providers we take reasonable steps to ensure these providers comply with the APPs.
- 5.3. Outside In may disclose personal information to overseas recipients in order to provide greenery design, plant hire and biophilic solutions, and for administrative or other business management purposes. Before disclosing any personal information, we take steps reasonable in the circumstances to ensure the overseas recipient complies with the APPs or is bound by a substantially similar privacy scheme, unless you consent to the overseas disclosure or it is otherwise required or permitted by law.
- 5.4. Outside In will take reasonable steps to ensure that each organisation that it discloses your personal information to is committed to protecting your privacy. By allowing Outside In to disclose your personal information to other organisations, you also consent to the terms and conditions and privacy policies of these entities, which are available upon request. Please be aware that your personal information may continue to be used by third party organisations following termination of our agreement with them.
- 5.5. You should only provide us with someone else's personal information where you have their express consent to do so and it is for the purpose of us providing services to you. Matters in this policy should be communicated to any person whose information you collect and provide to us.
- 5.6. There may be circumstances where we are provided with personal information which we did not actively seek. An example may be misdirected mail, or an excess of documents provided to us by clients. In such situations, our Privacy Officer will make a determination on whether we could have obtained the information lawfully in accordance with the APPs. If the information was not lawfully obtained it will be destroyed or de-identified. We will use reasonable endeavours to notify the relevant person, whose information has been mistakenly received, if this situation arises.

## **6. DIRECT MARKETING**

- 6.1. Outside In may engage in direct marketing to you from time to time. Outside In complies with the Spam Act (2003) (Cth).
- 6.2. When required, your personal information will only be used or disclosed for direct marketing where the information is not sensitive information, is collected directly from you and there is an easy means to opt out of such marketing (and such an opt out request has not been made), where you would expect Outside In to use or disclose the information for direct marketing purposes; or you have consented to the use or disclosure of the information for direct marketing purposes.

## **7. DATA BREACHES**

- 7.1. While Outside In will take all reasonable endeavours to secure your data, there is the possibility of unauthorised access to, unauthorised disclosure of, or loss of your personal information that we hold ("**data breach**").



- 7.2. Under the Notifiable Data Breaches scheme (“NBD scheme”), where Outside In has reasonable grounds to believe that there has been a data breach, and that it is likely to cause serious harm to one or more individuals, Outside In will:
- (a) notify the OAIC by way of the prescribed statement; and
  - (b) either:
    - (i) notify all individuals whose personal information was part of the eligible data breach; or
    - (ii) notify only individuals at risk of serious harm from the eligible data breach; or
    - (iii) if the above isn’t practicable, publish a copy of the statement on our Website and take reasonable steps to publicise the contents of the statement.
- 7.3. Where Outside In suspects a data breach has occurred, we will immediately conduct an investigation and if one is found, will follow the above procedure.
- 7.4. For more information on the NBD scheme, please visit: <https://www.oaic.gov.au/privacy/notifiable-data-breaches>.

## 8. THIRD PARTY WEBSITES AND CONTENT

- 8.1. This Website may contain links to other websites (“**Third Party Websites**”) and Outside In may display content or information from other websites within frames on the Website (“**Third Party Content**”).
- 8.2. Outside In is not responsible or liable for the handling, use or disclosure of any personal information collected by a third party (including information collected through a Third Party Website) and to the extent permitted by law Outside In disclaims any liability resulting from the third party’s failure to handle, use and disclose your personal information in accordance with the *Privacy Act 1988* (Cth).

## 9. ACCESS TO THE PERSONAL INFORMATION WE HOLD ABOUT YOU

- 9.1. You have the right to access any personal information regarding you that Outside In holds.
- 9.2. This is subject to some limited exceptions, which the Privacy Officer can provide further information on. Such requests should be made in writing to the Privacy Officer. We will acknowledge your request within 14 days and respond to it within a reasonable time.
- 9.3. Outside In may charge a fee only to cover the cost of locating, retrieving, reviewing and copying any material requested.
- 9.4. Outside In will not charge any fee to make the request or for us to give effect to the request.
- 9.5. If your request is approved, we will provide you with access to the information in the manner requested if it is reasonable and practicable to do so.
- 9.6. Outside In endeavours to ensure that the personal information it holds is accurate and up-to-date. You are able to make a request to correct your personal information by contacting our Privacy Officer, or by telephoning or emailing us with your corrected information.



- 9.7. There may be limited circumstances where your request is refused or partially refused. If this occurs we will give you a written notice that sets out:
- (a) The reasons for the refusal, including the reasons why access cannot be granted in an alternative way (except where it would be unreasonable to provide those reasons);
  - (b) How to make a complaint about the refusal;
  - (c) Any other matter as prescribed by the regulations. If your request to correct your personal information is refused you have the option of submitting a statement associated with your personal information. For more information contact our Privacy Officer.
- 9.8. If you consider that any action of Outside In breaches this policy or the APPs, you are able to make a complaint. Once we have received your complaint, it will be assessed and acted upon within a reasonable time. To make a complaint please contact our Privacy Officer. If you are not satisfied with our response to your complaint, you may contact the Office of the Australian Information Commissioner at <https://oaic.gov.au/>.

## **10. AMENDMENT OF THIS POLICY**

- 10.1. Outside In reserves the right at its sole discretion and at any time to amend this Privacy Policy by publishing the amended version on the Website.
- 10.2. Any amendment to this Privacy Policy will have immediate effect from the time that it is published by Outside In on the Website. Outside In will use its best endeavours to draw your attention to any amendments to the Privacy Policy (for example by email or by way of a notice when you log in to your account). By continuing to use the Website and/or Affiliate Program you are taken to have accepted the amended and most current Privacy Policy.
- 10.3. No other amendment to the Privacy Policy shall be of any effect without the written consent of Outside In.