

# Data Use and Privacy Policy for Pigeonhole.space

Last updated: August 2019

Any information that we collect from you or your device is subject to our Subscription Agreement [https://pigeonhole.space/subscription\\_agreement.pdf](https://pigeonhole.space/subscription_agreement.pdf) (**Subscription Agreement**), End User Licence Agreement <https://pigeonhole.space/EULA.pdf> (**EULA**) and this Data Use and Privacy Policy (**Privacy Policy**).

## 1. Acknowledgment of our data use and privacy policy

By using the Software, you acknowledge that you have reviewed the terms of our Policy and agree that we may collect, use and transfer your Personal Information and User Data in accordance with this Policy.

This Policy applies to Users. It is the responsibility of the User to determine if the Policy is consistent with its own treatment of User Data.

## 2. Jurisdiction

The Policy is governed by and construed in accordance with the laws of the State of Victoria, Australia. You agree to submit any dispute arising out of your use of the Software to the exclusive jurisdiction of the State of Victoria.

## 3. Changes to Policy

Our website and the Software are frequently updated. As a result, it may be necessary for us to make changes to this Policy from time to time. The most up-to-date Policy will be available on our website <https://pigeonhole.space>

We reserve the right to update or alter this Policy at any time and from time to time. If we update or alter this Policy we will notify Users through an in-app notification. Your continued use of Pigeonhole after any alterations to this Policy will indicate your agreement with the terms of such revised Policy.

## 4. Definitions

- (a) **Affiliate** means any entity that controls, is controlled by or is under common control with a Party, where “**control**” means the ability to direct the management and policies of an entity.
- (b) **Party** means a party to this Privacy Policy.
- (c) **Personal Information** means information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.
- (d) **Pigeonhole** means Pigeonhole.space Pty Limited ACN 621 253 021. The terms “**we**”, “**us**” and “**our**” when used in this Privacy Policy are a reference to Pigeonhole.
- (e) **Software** means the cloud-based building and facilities management documentation repository platform that we have developed.
- (f) **Sub-contractor** means an entity to whom we sub-contract any of our obligations under the Privacy Policy, EULA or Subscription Agreement.
- (g) **Sub-processor** means an entity who agrees to process User Data on our behalf, or on behalf of another Pigeonhole sub-processor, in order to provide the Software.
- (h) **Support Services** means the User support services provided by our contractor that enable you to ask for assistance with Your Account.

- (i) **Unsolicited Information** includes any unsolicited communications by you to the Company.
- (j) **Uploaded Documents** means documents that you have uploaded to the Software.
- (k) **User** means an individual or a single legal entity that is a user of the Pigeonhole Software and includes end users. The terms “**you**”, “**your**” and “**yours**” when used in this Policy are a reference to the User.
- (l) **User Data** includes all information collected passively or actively from users of Your Account that is not Personal Information.
- (m) **Your Account** means the account you are using in your capacity as a User.

## 5. Collection of your data

The User Data and Personal Information we collect from you comes from three sources:

- (a) **Your communications with us:** We may collect Personal Information and User Data when you directly contact us and upon your payment of an invoice. This data includes:
  - (i) contact details;
  - (ii) billing contact details;
  - (iii) transaction information; and
  - (iv) license information.
- (b) **Product Analytics:** Product analytics events may be pushed from Your Account. We use a third party to power our analytics.
- (c) **Support Services:** User Data and Personal information may be captured via any contact you may have with our Support Services. When a User raises a support request, their name and email address is used to create a user account for the purposes of providing Support Services. That information may then be communicated to us for the purpose of improving the Software.

## 6. Use of your data

We may contact Users directly through in-app notifications in order to provide them with services such as notifying that a document has been shared with them.

We use your User Data and any Personal Information you provide for our business purposes and in a manner consistent with this Policy. This information includes without limitation, technical information relating to your device, system and Your Account, that is gathered periodically to:

- (a) facilitate the provision of software updates, product support, marketing efforts and other services and communications to you related to Pigeonhole, including providing you with information about services, features, surveys, newsletters, offers, promotions;
- (b) provide other news or information about us and our select partners; and
- (c) send you technical notices, updates, security alerts and support and administrative messages.

If you provide Personal Information for a particular reason, that Personal Information will only be used in connection with the reason for which it was provided or for a related purpose.

## 7. Disclosure of your data

Your User Data and Personal Information may be disclosed in a limited number of circumstances, as detailed below. This disclosure does not include to other Users, unless you have granted them access to Your Account.

We will share information including Personal Information with our subsidiaries and affiliates that have also agreed to be bound by this Policy. When we work with our subsidiaries, Sub-processors and Sub-contractors, we seek to provide them with only the information they need to perform their specific functions.

There are also a limited number of circumstances in which we may share your User Data and Personal Information with third parties without further notice to you. These circumstances are as follows:

- (a) **Legal requirements:** We may disclose User Data and other information if required to do so by law or, if we, in good faith, believe that such action is necessary to:
  - (i) comply with a legal obligation;
  - (ii) protect and defend the rights or property of the Company or its Affiliates;  
or
  - (iii) protect against legal liability.
- (b) **Business transfers and related activities:** We may sell, buy, restructure or reorganise our business or assets. In the event of any sale, merger, reorganisation, restructuring, dissolution or similar event involving our business or assets, your Data may form part of the transferred assets.

## 8. Cross-border transfer of your data

Your use of the Software may involve the transfer of Personal Information and User Data across international boundaries.

Pigeonhole is hosted on Google's Firebase platform. User Data and Personal Information (but not including any Uploaded Documents) will be stored on Google's Firebase servers in a number of countries at the discretion of Google. Uploaded Documents are stored on a Google cloud server in Australia. If you require a cloud server to be restricted to a particular country, this may be arranged by contacting our Data Protection Officer.

Your Personal Information may also be transferred by us from your current location to our affiliates, agents and service providers referred to in this Policy that are located primarily in Australia, the United States, Germany and Belarus.

Your use of the Software will be taken as consent to these transfers.

## 9. Accessing Personal Information

We permit a reasonable right of access and review of Personal Information by the individual to whom the Personal Information relates. We will endeavour to provide such information within a reasonable time and may charge a reasonable fee to cover the cost of producing the information. If you request a correction to the information then we will take reasonable steps to correct that information.

We will take reasonable steps to update, correct or (upon your request) delete your Personal Information in our possession. To request an update of your Personal Information, please contact us using the contact details provided below.

To guard against fraudulent requests, we will require information to confirm your identity before granting access or making corrections.

We may decline to provide access to Personal Information, including where we determine that the information requested:

- (a) may disclose:
  - (i) the Personal Information of another individual; or
  - (ii) trade secrets or other business confidential information;
- (b) is subject to legal professional privilege;
- (c) is not readily retrievable and the burden or cost of providing the information would be disproportionate to the nature or value of the information;
- (d) does not exist, is not held, or cannot be located by us;
- (e) would pose a serious threat to the life, health or safety of any individual, or to public health or safety if it were accessed; or
- (f) is not permitted by law to be accessed.

## **10. Unsolicited information**

- (a) If you submit unsolicited User Data, we will use it in accordance with this Privacy Policy.
- (b) If you submit unsolicited Personal Information and we determine that we could not have collected the Personal Information in accordance with the Policy, we will destroy the information or ensure that the information is de-identified as soon as practicable. Otherwise, the Personal Information will be used in accordance with the Policy.

## **11. Security and retention**

We take all reasonable steps to protect any User Data and Personal Information you provide to us and to protect such information from loss, misuse and unauthorised access, disclosure, alteration or destruction.

When retaining User Data and Personal Information:

- (a) we keep User Data only for as long as reasonably necessary for the purposes for which it was collected or to comply with any applicable legal reporting or document retention requirements; and
- (b) we reserve the right to retain User Data in some limited circumstances such as when such data may be necessary to honour your request to opt out of further communications, resolve disputes, troubleshoot problems or as provided in our EULA. If we are required to retain any portion of the data for such purposes, we shall use reasonable efforts to limit such data to what is necessary to accomplish the purpose.

## **12. How to make a complaint**

If you wish to make a privacy complaint, please use the contact details provided below. We will respond to your complaint within 30 days. If you do not receive a response within 30 days, or you are dissatisfied with the response, you may then complain to the Office of the Australian Information Commissioner. You can find their online privacy complaint form [here](#).

## **13. Contact**

If you have any questions about our Policy or our information practices, please contact our CEO, Grant Thomson, at [accounts@pigeonhole.space](mailto:accounts@pigeonhole.space).

If you no longer wish to receive communications from us, please send an email to [accounts@pigeonhole.space](mailto:accounts@pigeonhole.space). Requests to opt out may take thirty calendar days to process.