

# PRIVACY POLICY TERMS AND CONDITIONS

These terms and conditions (Terms) were last updated on 30 October 2024.

Designmarketing.com.au (Website) is owned and operated by Design+Marketing Pty Ltd and provides information about Design+Marketing (D+M) and its services. This policy also extends to our digital platforms, marketing automation systems, and AI-enhanced solutions.

By using the Website, you agree to the following Terms and our Privacy Policy. These Terms govern your use of the Website and, where indicated, also apply to your use of all digital touchpoints operated by us, including but not limited to social media pages, marketing platforms, and interactive digital experiences (Digital Platforms).

## CONTACT DETAILS

If you have any queries regarding these Terms, please contact us:

Design+Marketing 02 98969 6333 or [info@designmarketing.com.au](mailto:info@designmarketing.com.au)

## PRIVACY

As a supplier in innovative marketing solutions, we maintain the highest standards of data protection and privacy. Any information collected or received through our digital platforms, AI-enhanced tools, or marketing automation systems will be treated in accordance with our Privacy Policy and current Australian Privacy Principles.

## USE OF THE WEBSITE AND DIGITAL PLATFORMS

We require that users must not, without our prior written permission:

- Use any robot, spider, other automatic software or device, or manual process to monitor or copy this Website
- Copy, modify, reproduce, republish, distribute, display, or transmit for commercial, nonprofit or public purposes any part of this Website
- Do anything which may damage or interfere with the proper operation of the Website
- Provide links to this Website from any third party website
- Attempt to reverse engineer our AI-enhanced marketing solutions or proprietary digital tools
- Scrape or harvest data from our platforms for unauthorised purposes
- Interfere with our marketing automation systems or analytics tools

## DATA COLLECTION AND USAGE

We employ advanced marketing technologies including:

- Analytics and tracking tools for campaign optimisation

- Marketing automation platforms for personalised experiences
- AI-enhanced creative and strategic solutions
- Cross-platform data integration for omnichannel marketing

Your data may be processed through these systems to deliver optimised marketing solutions while maintaining strict privacy and security standards.

### **THIRD PARTY CONTENT AND LINKS**

The Website and the Social Media Pages may contain links to or display the content of third parties and links to websites which are not under our control. If you use or rely upon third party content or websites, you do so at your own risk.

### **DISCLAIMER**

The information on the Website and the Social Media Pages are provided “as is”. While D+M takes reasonable steps to ensure that information on its Website and Social Media Pages is accurate, current and complete, we do not guarantee or make any representation or warranty in relation to the accuracy, currency or completeness of the information, nor in relation to the merchantability and fitness for a particular purpose.

To the fullest extent permitted by law, we are not responsible for, and accept no liability with respect to, any material made available on the Website or Social Media Page by a third party. We do not endorse any opinion, advice or statement made by any person other than us.

By accessing the Website or our Social Media Page, the user assumes all risks associated with its use, including the risk that the user’s computer, software or data may be damaged or lost by data transmission errors or any virus. If you choose to send any confidential information to us electronically, you do so at your own risk.

### **LIMITATION OF LIABILITY**

Any liability as a result of our failure to provide, or for any problems with, the Website or a Social Media Page or any part of same, which cannot be lawfully excluded, is limited to the maximum extent permitted by law (as we reasonably determine), to resupplying the Website or Social Media Pages to you.

### **WEBSITE USAGE AND COOKIES**

D+M employs sophisticated marketing analytics to document user interactions across our digital platforms. This includes but is not limited to IP addresses, browser types, access times, behavioural patterns, and campaign engagement metrics. This data helps us:

- Optimise marketing campaigns
- Enhance user experience
- Deliver personalised content
- Measure campaign effectiveness

We utilise modern cookie technology and similar digital tracking tools to enable advanced website functionality and marketing features. Users can manage their preferences through our cookie consent manager.

#### **DIGITAL ASSET MANAGEMENT AND INTELLECTUAL PROPERTY**

- All creative works, whether human-created or AI-enhanced, remain the intellectual property of D+M unless explicitly transferred
- Client materials are protected through enterprise-grade security systems
- Confidential marketing strategies and campaign data are secured through multi-layer protection

#### **WEBSITE USAGE AND COOKIES**

D+M documents the IP addresses, browser types, and access times, requested URLs and referred URLs of users of the Website. The purposes of this include monitoring usage patterns, carrying out system administration, troubleshooting problems and obtaining broad demographic information about users. Such information is not personally identifiable and is not shared with third parties other than our related companies, agents, contractors and service providers.

We also use data files known as “cookies” on the Website. Such data files are placed on a user’s computer when they visit the Website. We only use cookies to enable the operation of the Website and not to keep personal profiles of users. Users who wish to avoid cookies should do so by disabling cookies on their internet browser.

When you access our Social Media Page, you should read the information collection policy of the relevant social media platform provider.

#### **WAIVER AND CHANGE OF TERMS**

These Terms may only be waived through an expressed waiver signed by both D+M and the relevant user. The failure of D+M to enforce or insist upon enforcement of any rights under these Terms will not be taken as a waiver of the other rights under these Terms. We may change these Terms and publish the changed Terms on the Website and the Social Media Page. Continued usage of the Website or Social Media Page will be taken as the user’s acceptance of the changed Terms.