



PRIVACY POLICY

1 ABOUT THIS PRIVACY POLICY

- 1.1 **Work Nook Pty Ltd** (ABN 65 684 317 682) of Level 3/360 Kent St, Sydney NSW 2000 (**Work Nook, Company, we, us, our**) is committed to keeping your information safe and secure in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles contained therein.
- 1.2 By engaging Work Nook's products or services (the "**Services**") or using Work Nook's website (the "**Website**") and platform (the "**Platform**"), you, and any related business, are giving consent to Work Nook for the use of your private information in the manner set out in this Privacy Policy.
- 1.3 This Privacy Policy applies to all individuals whose personal information we collect, including employees of our customers, contractors, visitors to our Website, and others who interact with us.

2 COLLECTION OF PERSONAL INFORMATION

- 2.1 Work Nook may collect and use the following kinds of information:
 - (a) information about your use of the Website, Platform or Services (including your IP address; browser type; device identification number, version and language; operating system; pages viewed while browsing the Website or Services; page access times; "cookies"; and referring website address);
 - (b) business and personal information about our customers, our customer's customers, employees, officers, contractors, or agents;
 - (c) information about your business (including the business name, address, telephone number, email address, ACN, ABN, payment terms, and WHS policies);
 - (d) information about your personal details (including full name; telephone contact details; address information; email address; payment information; and employment details);
 - (e) appointment and related processes data related to work-from-home (WFH) environments, including:
 - (i) photographs of workspace setups;
 - (ii) ergonomic evaluations;
 - (iii) measurements and dimensions;
 - (iv) equipment inventories;
 - (v) identified risks or hazards; and
 - (vi) compliance status against relevant WHS standards.
- 2.2 Information may be collected from you in a variety of ways, including but not limited to:
 - (a) when you register for the Services;
 - (b) when you, your contractors, agents, employees, directors, or your customers interact with Work Nook electronically or in person;

- (c) when you, your contractors, agents, employees, directors, or your customers access the Work Nook's Website, Platform or Services;
- (d) when Work Nook conducts WFH appointments, either remotely or in-person;
- (e) when Work Nook provides products and/or Services to you; and
- (f) when you provide information to us through surveys, feedback, or customer support.

3 USE AND DISCLOSURE OF PERSONAL INFORMATION

3.1 Work Nook may use your personal information to:

- (a) enable your access to the Website and Platform;
- (b) track usage and measure traffic statistics of the Website;
- (c) supply to you the products and/or Services that you purchase or request as a customer;
- (d) receive and/or access information from third party providers for the provision of our products and/or Services to you;
- (e) contact you regarding your use of the products and/or Services offered by Work Nook;
- (f) contact you in relation to comments, complaints, enquiries or dispute resolution;
- (g) collect payments from you;
- (h) conduct WHS appointments and generate comprehensive reports;
- (i) analyse data to identify patterns, trends and potential risk;
- (j) generate anonymised and aggregated industry benchmarks and compliance insights;
- (k) develop predictive analytics to support WHS decision-making;
- (l) verify the identity of individuals and businesses;
- (m) for audit and record keeping purposes and to comply with our legal and regulatory obligations;
- (n) communicate with third party providers or associate parties with respect to the provision of the Services; and
- (o) send you marketing communications about our products and services.

3.2 While this list is not exhaustive, any purposes outside of this list will be consistent with those permitted under the Privacy Law.

3.3 Work Nook will not disclose personal information about you, unless it is required, incidental or otherwise related to the primary purpose of providing Services to you or a third party for which you have consented to by engaging Work Nook's Services or by using Work Nook's Services. However, Work Nook may disclose your personal information to:

- (a) employers who have contracted Work Nook to conduct WFH appointments for their employees;
- (b) subcontractors who assist in providing the Services;

- (c) third-party service providers who help deliver our Services, such as cloud storage providers, payment processors, and IT service providers; and
 - (d) professional advisors, including lawyers, accountants, and insurers.
- 3.4 Work Nook, in its sole discretion, may disclose your personal information if it is required to do so by law or legal process, including:
 - (a) in order to establish, exercise or defend its legal rights;
 - (b) as required or authorised by law; or
 - (c) to the extent required to permit Work Nook to investigate suspected fraud, harassment or other violations of any law, rule or regulation, our policies, or the rights of third parties or any other suspected conduct Work Nook deem improper.
- 3.5 Work Nook may also use your personal information to protect the copyright, trademarks, legal rights, property or safety of Work Nook, the Website, the Platform its customers or third parties.
- 3.6 If there is a change of control in our business or a sale or transfer of business assets, we reserve the right to transfer to the extent permissible at law our user databases, together with any personal information and non-personal information contained in those databases. This information may be disclosed to a potential purchaser under an agreement to maintain confidentiality. Work Nook only discloses personal information in good faith and where required by any of the above circumstances.

4 DATA OWNERSHIP AND ANONYMISATION

- 4.1 Work Nook owns all data collected during assessments, including but not limited to:
 - (a) Individual assessment results and reports;
 - (b) Photographs taken during appointments;
 - (c) Anonymised data used for compliance benchmarking and industry trend analysis; and
 - (d) Aggregated analytics and insights derived from assessment data.
- 4.2 Work Nook may retain anonymised and aggregated data indefinitely for:
 - (a) Industry benchmarking;
 - (b) Predictive analytics; and
 - (c) Service improvement.
- 4.3 Employers are granted a limited, non-exclusive right to access and use WHS appointment & related processes data solely for internal compliance and workplace safety purposes.

5 SECURITY AND ACCURACY

- 5.1 It is important that you advise Work Nook of changes to your personal information that you have provided as it is essential that your personal information is accurate, complete, and up-to-date in order for Work Nook to provide the Services to you.
- 5.2 Work Nook will take commercially reasonable steps to protect your personal information from misuse, loss, unauthorised access, modification and disclosure, including:

- (a) Using secure cloud servers in Australia for data storage;
- (b) Implementing access controls and authentication measures;
- (c) Employing encryption for data in transit and at rest;
- (d) Conducting regular security assessments and audits; and
- (e) Training staff on data protection and security practices.

5.3 However, Work Nook is not liable for any unauthorised access to this information that occurs despite these reasonable security measures.

5.4 Work Nook will take commercially reasonable steps to destroy or permanently de-identify personal information if it is no longer needed for the purposes of providing our Services to you, developing new products and services, and where Work Nook is not required to retain that information by law.

6 DATA RETENTION AND DELETION

6.1 Work Nook retains all WHS appointment & related processes data for analytics and compliance purposes.

6.2 Upon employer request, appointment information & records may be exported in compliance with applicable privacy laws.

6.3 Personal employee data may be retained for up to seven (7) years from the date of the relevant evaluation or the end of the employee's employment (whichever is later), consistent with record-keeping obligations under the Fair Work Act 2009 (Cth) and Fair Work Regulations 2009 (Cth) and applicable State and Federal work health and safety / occupational health and safety laws. Following the expiry of the applicable retention period, personal employee data will be deleted or de-identified, unless further retention is required by law or for anonymised industry benchmarking. Employers may instruct Work Nook in writing to delete personal employee data earlier, subject to Work Nook's legal obligations.

6.4 Customer account information will be retained for as long as the account is active and as needed to provide Services.

6.5 Work Nook may retain data for longer periods if necessary to comply with legal obligations, resolve disputes, or enforce agreements.

7 ACCESS AND CORRECTION

7.1 You are responsible to ensure that the information you provide to Work Nook is accurate, complete and up-to-date.

7.2 By request, you may contact Work Nook and ask to know what sort of personal information is held about you, for what purposes, and how it is collected, held, used and disclosed.

7.3 By request, you may access your personal information by contacting Work Nook at privacy@worknook.com.au. Work Nook reserves the right to charge a reasonable administration fee for this access.

7.4 If you believe that information Work Nook holds about you is incorrect, incomplete, or inaccurate, you may request that we amend it. Work Nook will consider if the information requires amendment and will respond to your request within a reasonable timeframe.

- 7.5 Work Nook in its sole discretion, may consider that there is a sound reason under the Privacy Act, Freedom of Information Act or other relevant law to withhold personal information, or not make the requested changes.

8 IDENTIFIERS AND ANONYMITY

- 8.1 You acknowledge that Work Nook retains, collects and maintains your personal information for statistical analysis purposes (whether for commercial or non-commercial purposes). You agree that Work Nook may share, distribute and/or transfer information which you have provided to Work Nook to third parties, after that information has been de-identified.

9 TRANS-BORDER DATA FLOWS

- 9.1 Work Nook uses cloud services, and as such, its server may be located in Australia or overseas and you acknowledge, agree and understand that your personal information will be transferred and stored in Australia and other foreign jurisdictions which the cloud services may direct the data to be stored. You agree for us to transfer your information into foreign jurisdictions for the purposes of providing you with the Services.

- 9.2 In addition to the above, Work Nook will transfer personal information to someone who is in a foreign country where:

- (a) Work Nook reasonably believes that the recipient of the information is subject to a law, binding scheme or contract which effectively upholds principles for fair handling of the information that are substantially similar to the Australian Privacy Principles;
- (b) the individual consents to the transfer;
- (c) the transfer is necessary for the performance of a contract between you and Work Nook, or for the implementation of pre-contractual measures taken in response to your request;
- (d) the transfer is necessary for the conclusion or performance of a contract concluded in your interest between Work Nook and a third party;
- (e) all of the following apply:
 - (i) the transfer is for your benefit;
 - (ii) it is impracticable to obtain your consent to that transfer; and
 - (iii) if it were practicable to obtain such consent, you would be likely to give it; or
 - (iv) Work Nook has taken reasonable steps to ensure that the information which it has transferred will not be held, used or disclosed by the recipient of the information inconsistently with the Australian Privacy Principles.

10 SENSITIVE INFORMATION

- 10.1 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.

- 10.2 Sensitive information will be used by Work Nook only:

- (a) for the primary purpose for which it was obtained;
- (b) for a secondary purpose that is directly related to the primary purpose;

- (c) with your consent; or
- (d) where required or authorised by law.

11 DIRECT MARKETING

- 11.1 Work Nook may use your personal information to directly offer you products and services it believes may be of interest and value to you. If you do not want to receive direct marketing offers from us or our affiliates or service providers, please contact us using the contact details or the opt-out facility provided to you.

12 NOTIFIABLE DATA BREACHES

- 12.1 Work Nook may be subject to the Notifiable Data Breaches (NDB) scheme under the Australian Privacy Act and it will act in accordance with the requirements of the NDB Scheme and the guidance of the Office of the Australian Information Commissioner (OAIC) in assessing and responding to suspected notifiable data breaches where this is required.
- 12.2 Where a breach of personal information occurs that is likely to cause serious harm to individuals, Work Nook will:
- (a) contain the breach and perform a preliminary assessment;
 - (b) evaluate the risks associated with the breach;
 - (c) notify the OAIC and affected individuals if required; and
 - (d) take steps to prevent future breaches.
- 12.3 If you believe that any personal information Work Nook holds about you has been impacted by a data breach, you can contact Work Nook using the contact details below.

13 COOKIES

- 13.1 Work Nook may use cookies, web beacons and measurement software (the **Cookies**) on the Website and the Services to:
- (a) store details about your use of the Website and Platform to provide you with a personalised experience tailored to you, for example remembering your preferences and greeting you by name;
 - (b) analyse Website and Platform traffic, trends and reporting statistics to improve the Website and Services;
 - (c) provide you with targeted marketing communications; and
 - (d) provide you with relevant advertisements when you visit the Website through third party services such as Google Ads.
- 1.2 You may reject or delete the use of Cookies through the settings on your browser or mobile settings.

2 THIRD PARTY SITES

- 2.1 The Website may from time to time have links to other websites not owned or controlled by Work Nook. These links are meant for your convenience only. Links to third party websites do not constitute sponsorship or endorsement or approval of these websites. Please be aware that Work

Nook is not responsible for the privacy practises of other such websites. We encourage our users to be aware, when they leave our website, to read the privacy statements of each and every website that collects personal identifiable information.

3 COMPLAINTS

3.1 As a valuable customer, if you have any complaints in relation to this Privacy Policy or privacy practice, please feel free to contact Work Nook using the contact details below.

3.2 A complaint should identify whether it is about:

- (a) the collection of personal information;
- (b) the use of personal information;
- (c) the disclosure of personal information;
- (d) the security or storage of personal information;
- (e) the accuracy of personal;
- (f) a refusal to give access to or provide information about their personal information; or
- (g) a refusal to change or delete personal information.

3.3 Work Nook values your opinions and takes complaints very seriously. Upon receiving written notice of your complaint about privacy, Work Nook will respond in a timely manner to advise you of the outcome following its enquiring into the same. You will also be invited to respond to its outcome. If a response is received, Work Nook will assess your response and advise if it has changed its view. If you are unsatisfied with the final outcome, Work Nook will advise further options including, if appropriate, making a complaint with, respective of your location, the Office of the Australian Information Commissioner.

4 MISCELLANEOUS

4.1 Waivers

In limited circumstances, Work Nook may allow you to waive application of this Privacy Policy. A waiver of this Privacy Policy must be in writing and signed by Work Nook. Work Nook anticipates that the waiver of this Privacy Policy would only be in exceptional circumstances, and Work Nook encourages that you consider the circumstances leading to the waiver request prior to submitting such a request.

4.2 Governing Law & Jurisdiction

This Privacy Policy is governed by the laws of Victoria, Australia. In the event of any dispute arising out of or in connection with this Privacy Policy, you agree that the exclusive venue for resolving any dispute shall be Melbourne, Australia.

5 VARIATION TO THIS PRIVACY POLICY

5.1 This Privacy Policy is available online via www.worknook.com.au/privacy.

5.2 Work Nook reserves the right to modify or amend this Privacy Policy at any time, for any reason, and without any notice, by posting a revised version on its website. Any changes to this Privacy Policy will become effective when Work Nook posts the revised Privacy Policy on the website.



Your use of the Services, including but not limited to Company's websites and platforms, following these changes means that you accept the revised Privacy Policy.

5.3 This policy was last modified on 19 May 2025.

6 CONTACT

6.1 Please contact Work Nook if you have any questions regarding this Privacy Policy.

Email: privacy@worknook.com.au

Address: Level 3/360 Kent St, Sydney NSW 2000