

Document Number SEN0008	Revision 3.0	Prepared By NB	Approved By NGB
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SENQUIP PRIVACY POLICY

Revision	Date	Change
A	13 February 2019	Initial draft for review and comment
1.0	30 June 2020	Update template and release
1.1	10 September 2022	Minor updates and fixes
2.0	13 October 2023	Major update
3.0	2 September 2026	Updated privacy, data handling, service provider and individual rights provisions

1. About this Privacy Policy

This Privacy Policy explains how Senquip Pty Ltd ("Senquip", "we", "us" or "our") collects, uses, stores and discloses Personal Information when people visit our websites, create or use Senquip accounts, use Senquip online services, communicate with us, purchase products or services, or otherwise interact with Senquip.

This Privacy Policy should be read together with the Senquip Terms of Service (SEN0001) and any applicable customer agreement. It does not replace contractual provisions governing ownership or permitted use of Device Data.

Senquip is based in New South Wales, Australia and handles Personal Information in accordance with applicable privacy laws.

2. Personal Information We Collect

Depending on how you interact with Senquip, we may collect:

- Contact and account information, such as name, business name, job title, postal address, telephone number and email address.
- Account and authentication information, such as username, account identifiers, permissions and information associated with account security. Senquip does not need to know a user's password where authentication systems store only protected password representations.
- Commercial information, such as quotations, orders, subscriptions, invoices, payment status and transaction information. Payment card information may be processed by third-party payment providers rather than stored by Senquip.
- Support and communications information, including emails, support requests, technical support interactions and information you choose to provide to us.
- Technical and usage information, such as IP address, browser type, operating system, device type, session and login information, timestamps, error and diagnostic logs, pages or functions used and security-related events.
- Approximate location information derived from information such as an IP address or business address.

3. Device Data

"Device Data" means electronic data or information transmitted to Senquip Services by Senquip devices or other authorised connected devices. Device Data may include measurements, equipment status, location, configuration, alarms, diagnostic information, firmware information, connection status and other telemetry.

As between Senquip and its customer, Device Data remains the customer's data as provided in the Senquip Terms of Service. Senquip does not sell Device Data.

Senquip may process Device Data as necessary to provide, secure, maintain, support and improve the Services, troubleshoot faults, provide requested support, comply with law and fulfil Senquip's contractual obligations.

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Device Data may contain Personal Information depending on the customer's application. Customers are responsible for determining what information their Devices collect, ensuring they have an appropriate legal basis to collect and submit it, managing user permissions, and providing any notices required to individuals.

Senquip may create and use aggregated or de-identified information derived from Device Data where that information does not identify a customer, user or identifiable individual. Such information may be used for analytics, service reliability, security, capacity planning and product improvement.

4. Senquip Connect

Senquip Connect is a local commissioning application used to discover and configure nearby Senquip devices. Information accessed or processed locally on a user's phone for device discovery or configuration is not collected by Senquip merely because it is used by Senquip Connect.

Where Senquip Connect transmits information to Senquip's online Services, that information is handled in accordance with this Privacy Policy. The information collected by a particular version of Senquip Connect may also be described in the applicable app-store privacy or data-safety disclosure.

5. Cookies and Similar Technologies

Senquip websites and online services may use cookies, local storage, logs and similar technologies required for authentication, security, preferences, service operation, diagnostics and analytics.

Where non-essential cookies or similar technologies are used, Senquip will provide appropriate choices or notices where required by applicable law.

Browser settings may allow you to block or delete cookies. Some features of the Services may not operate correctly if cookies required for authentication or functionality are disabled.

6. How We Use Personal Information

Senquip may use Personal Information to:

- provide, operate and administer products, accounts and Services;
- authenticate users and manage permissions;
- process orders, subscriptions, billing and payments;
- provide customer service, technical support and product communications;
- monitor, secure, diagnose, maintain and improve our products and Services;
- investigate fraud, misuse, security incidents and technical problems;
- comply with legal and regulatory obligations and enforce our agreements;
- maintain business records and administer our business; and
- send marketing communications where permitted by law and in accordance with communication preferences.

7. When We Disclose Information

Senquip does not sell Personal Information.

We may disclose Personal Information or Device Data:

- to employees and contractors who require access for legitimate business purposes;
- to service providers that provide hosting, cloud infrastructure, communications, customer support, payment processing, analytics, security, fraud prevention and other services on Senquip's behalf;
- where requested or authorised by the customer or individual concerned;
- where required or authorised by law, court order or regulatory authority;
- where reasonably necessary to protect the security, rights, property or safety of Senquip, our customers, users or others; or
- in connection with a merger, acquisition, financing, corporate restructure or sale of all or part of Senquip's business, subject to appropriate confidentiality and privacy protections.

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Service providers are permitted to process information only for the purposes for which Senquip engages them, subject to applicable contractual and legal obligations.

8. Overseas Processing and Cloud Services

Senquip operates internationally and uses cloud and technology service providers that may process or store information in Australia and other countries.

Where Personal Information is disclosed or made available overseas, Senquip takes reasonable steps appropriate to the circumstances to protect the information and to use service providers with appropriate privacy and security safeguards.

The countries in which information is processed may vary as Senquip and its service providers change infrastructure. Where applicable law requires more specific information or safeguards for international transfers, Senquip will provide or implement them.

9. Security

Senquip takes reasonable administrative, technical and organisational measures to protect Personal Information and Device Data against unauthorised access, disclosure, alteration, loss and misuse.

Measures may include access controls, authentication, encryption, logging, backups, security monitoring, vulnerability management and use of reputable cloud service providers, as appropriate to the information and Services involved.

No internet-connected system can be guaranteed completely secure. Customers and users are also responsible for protecting their credentials, accounts, devices and systems and for promptly notifying Senquip of suspected unauthorised access.

10. Data Retention

Senquip retains Personal Information and Device Data for as long as reasonably necessary for the purposes for which it was collected, to provide contracted Services, maintain appropriate business and security records, resolve disputes, enforce agreements and comply with legal obligations.

Retention periods may differ depending on the type of information, applicable subscription or customer agreement, legal requirements, backup cycles and operational requirements.

Following termination of a Service, data may be deleted after a reasonable retention period unless a different retention period is required by law or agreed in writing. Customers should export information they wish to retain before termination where export functionality is available.

11. Access, Correction and Privacy Rights

Depending on applicable law and the circumstances, you may have rights concerning Personal Information about you, including rights to request access or correction, request deletion or restriction, object to certain processing, obtain portable information, or withdraw consent where processing is based on consent.

These rights are subject to applicable legal exceptions and may differ by jurisdiction. Senquip may need to verify your identity before acting on a request.

Where Senquip processes Personal Information on behalf of a customer, Senquip may refer a request to that customer where the customer is responsible for determining how the information is processed.

Requests may be made to support@senquip.com.

12. Marketing Communications

Senquip may send information about products, services, events or other business matters where permitted by applicable law. Marketing emails will include a means to unsubscribe or change applicable communication preferences.

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Unsubscribing from marketing communications does not prevent Senquip from sending operational, security, billing, support or other service-related communications.

13. Third-Party Websites and Services

Senquip websites or Services may contain links to or interoperate with third-party websites and services. Those third parties operate under their own privacy policies and practices. Senquip is not responsible for the privacy practices of independent third parties.

14. Children

Senquip products and Services are intended for business and industrial use and are not directed to children. Senquip does not knowingly seek to collect Personal Information from children through its business Services.

15. Privacy Complaints

If you have a concern about how Senquip has handled Personal Information, please contact support@senquip.com. Senquip will investigate and respond within a reasonable time.

If you are not satisfied with Senquip's response, you may have the right to complain to the privacy or data protection authority applicable to you, including the Office of the Australian Information Commissioner where applicable.

16. Changes to this Privacy Policy

Senquip may update this Privacy Policy from time to time to reflect changes to our Services, business practices, technology or legal obligations.

The current version will be made available through Senquip's website or Services. Where a change materially affects how Personal Information is collected, used or disclosed, Senquip will take reasonable steps to provide appropriate notice.

17. Contact

Questions, requests or complaints concerning privacy may be sent to:

Senquip Pty Ltd
755 Hunter St,
Newcastle West
NSW 2302
Australia

Email: support@senquip.com