

Naoca Pty Ltd

Privacy Policy

At Naoca, we take privacy very seriously. We've prepared this privacy policy (Policy) to ensure that we communicate to you (**Subscriber, Invitee or End User**) in the clearest way possible, how we treat personal information. We encourage you to read this Policy carefully. It will help you make informed decisions about sharing your personal information with us.

1. Service and Platform Access

1.1. By accessing our FuneralOffice platform and using our Services, you consent to the terms of this Policy and agree to be bound by it and our Terms of Use.

2. Personal Information Collection

2.1 Naoca is a provider of Software based information and content management platforms, including video capture and online content viewing systems. The Service will often involve the capture and storage of information about an individual. That information can include personal information. "Personal information" is information about an identifiable individual, and may include information such as the individual's name, email address, telephone number, bank account details, etc.

2.2 Naoca and the FuneralOffice platform may collect personal information in the following ways:

1. As sent to us by Subscribers, whether as part of the content captured or by inputting other data into our website, and who warrant to us that they have your consent to capture and pass that information to us; and
2. Directly from you when you:
 - a. use the Services,
 - b. contact the Naoca support team, and
 - c. visit our Website
3. You can always choose not to provide your personal information to Naoca, but it may mean that we are unable to provide you with the Services.
4. Through your use of the Services, Naoca may also collect information from you about someone else. If you provide Naoca with personal information about someone else, you must ensure that you are authorised to disclose that information to Naoca and that, without Naoca taking any further steps required by applicable data protection or privacy laws, Naoca may collect, use and disclose such information for the purposes described in this Policy.
 - a. This means that you must take reasonable steps to ensure the individual concerned is aware of and/or consents to the various matters detailed in this Policy, including the fact that their personal information is being collected, the purposes for which that information is being collected, the intended recipients of that information, the individual's right to obtain access to that information, Naoca's identity, and how to contact Naoca.
 - b. Where requested to do so by Naoca, you must also assist Naoca with any requests by the individual to access or update the personal information you have collected from them and entered on our Services.

3. Disclaimer

3.1 By using the Services, you consent to your personal information being collected, held and used in this way and for any other use you authorise. Naoca will only use your personal information for the purposes described in this Policy or with your express permission.

4. Access Permissions

4.1 It is the Subscriber and / or End User's responsibility to keep their access code or other Access Permissions to the Services safe, and to ensure that they are only disclosed to those persons who they wish to view the content or information as they intend. You should notify us as soon as possible if you become aware of any misuse of your access permissions.

5. Use

5.1 Naoca collects, holds, and uses your personal information for limited purposes. Naoca collects your personal information so that we can provide you with the Services and any related Services you may request. In doing so, Naoca may use the personal information we have collected from you for purposes related to the Services including to:

1. verify your identity,
2. administer the Services, including disclosing video content and other service/communications to those persons who input the unique access code into our website to view that specific content,
3. notify you of new or changed Services offered in relation to the Services,
4. carry out marketing or training relating to the Services,
5. assist with the resolution of technical support issues or other issues relating to the Services,
6. comply with laws and regulations in applicable jurisdictions, and
7. communicate with you

6. Data Aggregate

6.1 Naoca may aggregate your non-personally identifiable data. By using the Services, you agree that Naoca can access, aggregate and use non-personally identifiable data which Naoca has collected from you. This data will in no way identify you or any other individual. Naoca may use this aggregated non-personally identifiable data to:

1. assist us to better understand how our customers are using the Services,
2. provide our customers with further information regarding the uses and benefits of the Services, and
3. otherwise to improve the Services.

7. Data Storage

7.1 Naoca holds your personal information on servers located globally. All Data, including personal and non-personal information, that is entered into the Services by you, or automatically imported on your instruction, is transferred to Naoca's servers as a function of transmission across the Internet. By using the Services, you consent to your personal information being transferred to our servers as set out in this Policy.

7.2 If you do not want your personal information to be transferred to a server, you should not provide Naoca with your personal information or use the Services.

8. Data Protection

8.1 Naoca is committed to protecting the security of your personal information and we take all reasonable precautions to protect it from unauthorised access, modification or disclosure. Your personal information is stored on secure servers that have SSL Certificates issued by leading certificate authorities and all data in transit is encrypted.

8.2 That said, the Internet is not in itself a secure environment and we cannot give an absolute assurance that your information will be secure at all times. Transmission of personal information over the Internet is at your own risk and you should only enter, or instruct the entering of, personal information to the Services within a secure environment.

8.3 We will advise you at the first reasonable opportunity upon discovering or being advised of a security breach where your personal information is lost, stolen, accessed, used, disclosed, copied, modified, or disposed of by any unauthorised persons or in any unauthorised manner.

9. Data Disclosure

9.1 Naoca only discloses your Personal Information in limited circumstances. Naoca will only disclose the personal information you have provided to us to entities outside the Naoca group of companies if it is necessary and appropriate to facilitate the purpose for which your personal information was collected pursuant to this Policy, including the provision of the Services.

1. Naoca will not otherwise disclose your personal information to a third party (other than to a purchaser of the whole or a substantial part of our business) unless you have provided your express consent. However, you should be aware that Naoca may be required to disclose your personal information without your consent in order to comply with any court orders, subpoenas, or other legal process or investigation including by tax authorities, if such disclosure is required by law. Where possible and appropriate, we will notify you if we are required by law to disclose your personal information.
2. The third parties who host our servers do not control, and are not permitted to access or use, your personal information except for the limited purpose of storing the information. This means that, for the purposes of Australian privacy legislation and Australian users of the Services, Naoca does not currently “disclose” personal information to third parties located overseas.

10. Financial Security

10.1 Naoca does not store credit card details. If you choose to pay for the Services by credit card, your credit card details are not stored by the Services and cannot be accessed by Naoca staff. Your credit card details are encrypted and securely stored by our merchant payment provider to enable Naoca to bill your credit card.

11. Data Access

11.1 You may request access to your personal information. It is your responsibility to ensure that the personal information you provide to us is accurate, complete and up-to-date. You may request access to the information we hold about you, or request that we update or correct any personal information we hold about you, by setting out your request in writing and sending it to us at mail@naoca.com.au

11.2 Naoca will process your request as soon as reasonably practicable, provided we are not otherwise prevented from doing so on legal grounds. If we are unable to meet your request, we will let you know why. For example, it may be necessary for us to deny your request if it would have an unreasonable impact on the privacy or affairs of other individuals, or if it is not reasonable and practicable for us to process your request in the manner you have requested. In some circumstances, it may be necessary for us to seek to arrange access to your personal information through a mutually agreed intermediary (for example, the Client' Funeral Home or Crematorium).

11.3 We'll only keep your personal information for as long as we require it for the purposes of providing you with the Services. However, we may also be required to keep some of your personal information for specified periods of time, for example under certain laws relating to corporations, money laundering, and financial reporting legislation.

12. Use of Cookies

12.1 In providing the Services, Naoca utilises "cookies". A cookie is a small text file that is stored on your computer for record-keeping purposes. A cookie does not identify you personally or contain any other information about you, but it does identify your computer.

12.2 We and some of our affiliates and third-party Services providers may use a combination of “persistent cookies” (cookies that remain on your hard drive for an extended period of time) and “session ID cookies” (cookies that expire when you close your browser) on the Website to, for example, track overall site usage, and track and report on your use and interaction with ad impressions and ad Services.

12.3 You can set your browser to notify you when you receive a cookie so that you will have an opportunity to either accept or reject it in each instance. However, you should note that refusing cookies may have a negative impact on the functionality and usability of the Website.

12.4 We do not respond to or honour “Do Not Track” requests at this time.

13. Our Communications with You

13.1 Naoca may send billing information, product information, Service updates and Service notifications to you via email. Our emails will contain clear and obvious instructions describing how you can choose to be removed from any mailing list not essential to the Services. Naoca will remove you at your request.

14. Third Party Applications

14.1 The Services may allow you, the customer, or another user within the relevant subscription to the Services to transfer content or other data, including your personal information, electronically to and from third-party applications. Naoca has no control over, and takes no responsibility for, the privacy practices or content of these applications. You are responsible for checking the privacy policy of any such applications so that you can be informed of how they will handle personal information.

15. Complaints Procedure

15.1 If you wish to complain about how we have handled your personal information, please provide our Privacy Officer with full details of your complaint and any supporting documentation by:

1. e-mail to *mail@naoca.com.au* or
2. letter to The Privacy Officer, Naoca, 630 Morayfield Road, Burpengary, QLD 4505, Australia.

15.2 Our Privacy Officer will endeavour to:

1. provide an initial response to your query or complaint within 7 business days, and
2. investigate and attempt to resolve your query or complaint within 30 business days or such longer period as is necessary and notified to you by our Privacy Officer.

16. Policy Amendment

16.1 This policy may be updated from time to time. Naoca reserves the right to change this Policy at any time, and any amended Policy is effective upon posting to this Website. Naoca will make every effort to communicate any significant changes to you via email or notification via the Services. Your continued use of the Services will be deemed acceptance of any amended Policy.