



MyStudyWorks

Privacy Policy

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Version History

Version	Date	Comments	Author
1.0	11/11/2018	Original document	Aaron Davison
2.0	11/08/2019	Revised	Aaron Davison
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Privacy Policy

Updated: August 11, 2019

My Study Works Pty Ltd. (hereinafter the “Company” or “MyStudyWorks”) has the following Privacy Policy regarding personal information subject (hereinafter the “Individual”) in using the MyStudyWorks web service, application, and other channels of services (hereinafter “Service” or “MyStudyWorks”) provided by the Company.

Administration of personal data

The Company is obliged to exercise reasonable care to protect the personal data of the Individual and not to distribute, sell or provide to third parties the personal data of the Individual, unless sharing data is required for the execution of these Terms of Use, by a competent authority or required by law.

For enquiries or requests relating to privacy or personal data, please contact our Information Security Manager at support@mystudyworks.com.

Personal data collection and use

1. The Individual understands and accepts that the Software collects some personal data from its users for authentication and operational purposes.
 - This includes – Name, Email and Student / Academic ID, Courses and Assignments details
 - No other personal details are collected
2. The Company collects personal data under the following legal bases:
 - User Consent – information collected where The Individual has explicitly consented to give the data to The Company for reasonable use.
 - Legitimate Interest – in order to provide services to users, The Company must obtain personal information to identify and verify the users operating those services.
3. The personal data is collected and used only for the purposes of providing the services by The Company. The personal data collected is for the following purposes and using the following services:
 - Analytics – to improve the user experience.

- Provision of contents for usage of the website and MyStudyWorks application, delivery of products or invoice, verification of identity, purchase and payment, collection of fees.
 - Contacting the User – User registration, Notifications pertaining to application functionality.
 - Handling payments – when applicable, the Company’s billing information.
 - Registration and authentication – Done through the Application.
4. The Company operates “Cookies” for the purpose of authorisation (accessing the Software) and when an Individual visits the Website, to understand the visitors interest. Cookies are used to operate the website server, and are sent to an Individual’s browser as a very small text file, which is stored on an Individual’s computer hard disk. Cookies identify an Individual’s computers or devices and does not necessarily personally identify an Individual.
- Purpose – The Company uses cookie to provide optimised service and information by identifying customer behaviours regarding visiting and using the website and the application, popular search queries and number of users.
 - Installation, Operation and Denial of Cookie – Users are entitled to select usage of cookies. By setting options of web browsers, users may check every time a cookie is stored, allow all cookies or deny storage of all cookies. There may be difficulties in using all or part of service if the user denies to store cookies. Methods to set up cookies may differ by browsers.
- The Company may use tools to analyse how users visit and use the website, may collect information that may not be used to identify personal identity, such as gender, approximate range of age, approximate information regarding interests.
 - By using the Software the Individual confirms to have provided voluntarily to The Company the personal data required for the Software to operate and gives permission to The Company for collecting, processing and storage of personal data, as well as transfer of fractions of this data, when this is necessary for operating the Software or when it is demanded by applicable law.
 - The Individual shall be responsible for entering somebody else’s personal data without due authorisation.
 - The Individual shall be obliged to obtain the explicit agreement of all third parties, whose personal data is entered by the Individual or in any way affected by the use of the Software by the Individual, for gathering, processing and storage of their personal data (if any) and to perform the necessary registrations and other activities, in order to legally collect, process, and

store such data (if such are required by law). The Individual is responsible for the way he/she collects, processes and stores the personal data of third parties, as well as for the consents and permissions the Individual gives on behalf of third parties.

- The Individual agrees that The Company may collect email addresses for authentication purposes and to be able to send notifications of new assignments, assignment changes and impending deadlines, when the student has their Notifications permission turned to 'On'.
- The Individual agrees that The Company may monitor and analyse cumulative behaviour via the Software and the Web-site. The Company may then use the cumulative data for the functional operation of the Software, as well as to improve the Software, the Website and the overall Individuals' experience.
- The Individual agrees that The Company may use Cookies on the Website and collect information about the preferences and interests of the visitors and to analyse cumulative data about the people browsing the Website.
- The Individual acknowledges that The Company does not control the content, entered by the Individual and has no contact with any third parties, whose personal data the Individual may enter in the software.
- If the Individual is using MyStudyWorks Software in his/her capacity of an employee or a contracting party, the Individual understands and agrees that The Company is responsible for providing services to the Individual's employer/contracting party. In this case the Individual agrees that it shall be the responsibility of his/her employer/contracting party to obtain all necessary consents for collection, use, storage and transfer of personal data from the Individual. That is why, if the Individual wishes that his/her data will not be collected, used, stored or transferred any more, the Individual shall inform his/her employer/contracting party.

Personal data transfer

1. The Individual understands and agrees that the Software hosting infrastructure is Microsoft Azure and their data will be held in the Microsoft Data Centres in Australia.
2. The Individual understands and agrees that at initial registration the Individual shall be automatically directed to the hosting infrastructure, located in Australia, outside the EU.
3. The Individual hereby gives his or her explicit and unambiguous consent that his or her data may be transferred and stored in the territory of Australia.

4. If the Individual shall enter or store any personal data, protected by the EU legislation (including but not limited to Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and any other applicable legislation), the Individual gives his or her unambiguous consent that such data may be transferred and stored on the territory of Australia.
5. The Individual shall be also responsible to obtain the unambiguous preliminary consent by any third parties, whose data the Individual may enter or store in the Software, that their data may be transferred and stored on the territory of Australia.
6. The Individual acknowledges that The Company does not control the content, entered by the Individual, and has no knowledge that the Individual may enter third parties' personal data in the Software, also The Company has no contact with such third parties, whose personal data the Individual may enter in the Software. Therefore, the Individual accepts that it shall be the Individual's sole responsibility to take the necessary measures for protection of personal data, entered or stored by the Individual in the Software, according to applicable law.
7. The Individual understands that Australia may be considered as a third country lacking adequate protection and shall be responsible for forwarding this information to any third parties, whose information the Individual may enter or store in the Software.
8. If the Individual wishes that his/her data will not be transferred and stored on the territory of Australia any more, the Individual shall inform The Company and The Company shall take the necessary steps to direct the hosting of the Individual to another region by explicit arrangement with The Company. The Individual understands that such an amendment may cause temporary lack of service (for a period up to 24 hours) and The Company shall not be liable for any damages or lost profits of the Individual during this period.
9. If the Individual is using MyStudyWorks Software in his/her capacity of an employee or a contracting party, the Individual understands and agrees that The Company is responsible for providing services to the Individual's employer/contracting party. In this case the Individual agrees that it shall be the responsibility of his/her employer/contracting party to obtain all necessary consents from the Individual, including for any transfers of personal data towards third parties and third countries. That is why, if the Individual wishes that his/her data will not be transferred and stored on the territory of Australia any more, the Individual shall inform his/her employer/contracting party.
10. If the Individual is using MyStudyWorks Software in his/her capacity of an employee or a contracting party, the Individual agrees that in this case his/her employer/contracting party shall be liable for any

violation of Individual's rights and the Individual shall hold The Company harmless against any claims connected with personal data protection.

Control of Personal Data

1. The Individual may request a copy of personal data held by The Company. The company will respond within one calendar month. Personal data will be refused or redacted when it breaks commercial confidentiality agreements, e.g. audit logs of software usage.
2. The Individual may request their personal data to be provided in a machine-readable file format.
3. The Individual may ask for personal data held by The Company to be rectified, if the Individual believes that the information is erroneous. The company will respond within one calendar month.
4. The Individual may request that The Company erase personal data held by The Company relating to The Individual. The Company will respond within one calendar month. The scope of this erasure will be determined by The Company, in regard to commercial contractual agreements, i.e. The Individual's data may be removed from direct mailing lists, but may not be removed from system audit logs.
5. The Individual may request that The Company restrict the processing of their personal data. The company will respond within one calendar month.
6. The Individual may object to the use of their personal data for Direct Marketing purposes at any time.
7. The Individual may object to the use of their personal data in any other manner. This may impair the ability of The Company to provide services to the Individual, as certain pieces of personal data (such as name, email address and company) are necessary to provide secure access to these services.
8. The Company performs no automated decision-making on individuals on the basis of personal data.
9. The Company performs no automated profiling of individuals on the basis of personal data.

What if we change our policies?

You can review the most current version of the Privacy Policy at any time at [this page](#).

We reserve the right, at our sole discretion, to update, change or replace any part of this Privacy Policy by posting updates and changes to our Site. It is your responsibility to check our Site periodically for changes. Your continued use of or access to our Site or the Service following the posting of any changes to this Privacy Policy constitutes acceptance of those changes.