

ChilliDB Hosted Services

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Introduction

ChilliDB is provided through Polymorphic Solutions Hosted Services. In this "Software As A Service" (SAAS) model, the application is hosted within the Polymorphic Solutions Data Centre and is offered as a fully hosted solution. Customers typically pay a small service fee per user per month which entitles them to their copy of ChilliDB Web Application and its' Database on the system. Polymorphic Solutions will take care of the Systems Administration such as backups, patching and server monitoring and utilise high levels of data security and virus protection to protect against malicious attacks with excellent backup, disaster recovery, and business continuity support.

Polymorphic Solutions offers ChilliDB as a hosted solution housed in a Tier 2 data centre in the Brisbane CBD which has been operating successfully for nearly 10 years. ChilliDB uses both physical and network security to prevent unauthorised incursions and ensure the security of the infrastructure and data housed within the data centre.

Polymorphic Solutions provides 24x7 monitoring of the application and its infrastructure and receives instant alerts if any predetermined parameters are exceeded.

Hosted ChilliDB

ChilliDB is used continually by organisations around Australia and overseas and has been meeting the needs of these organisations for more than 10 years.

Physical Security

The Data centre is protected by 24x7 visual monitoring and dedicated security personnel. Access is restricted to authorised persons only who are registered via photo and fingerprint identification. Several layers of physically locked doors segregate the server room from other personnel. The ChilliDB server is located within a locked rack that prevents access from other personnel who may enter the server room. Each server is also physically locked to prevent physical tampering and unauthorised access to any components.

Network Security

ChilliDB utilises the Fortinet Fortigate series of security appliances that deliver high performance, multi-threat protection. Complete Unified Threat Management (UTM) features include firewall,

VPN, intrusion prevention, web filtering, anti-spam, antivirus, antispysware, traffic shaping and IM/P2P controls to prevent blended attacks or unauthorised use from interrupting our service.

Backups

Polymorphic Solutions conducts nightly backups of all data stored on its servers. Backups are also transferred to its offsite facility at the Polymorphic Solutions headquarters and backed up again to external hard storage. Polymorphic Solutions conducts backup test restores on a six monthly basis.

Business Continuity

Having infrastructure located in a Tier 2 Data centre provides redundancy to all aspects of the data centre hardware including power, cooling, and internet connectivity. Refer to [Uptime Service Level](#) for specific details.

In addition the ChilliDB servers are utilise RAID-5 data protection with redundancy to aspects of the server hardware to ensure hot failover should any single component fail.

High levels of data security and virus protection to protect against malicious attacks with excellent backup, disaster recovery, and business continuity support.

Polymorphic Solutions utilises a secondary facility that has been designed to act as a fail over site in the event of an unrecoverable event at the main data centre.

Software Updates

An updated version of ChilliDB is provided biannually with system updates released as required. Upgrades are applied at no additional cost under the hosting service and fully managed by Polymorphic Solutions support personnel. All updates are automatically applied at 2am EST time. If an error occurs in any client system during this update, the system is fully rolled back. During the update process, Users are logged out of ChilliDB and prevented from logging in until the Update is applied or aborted.

ChilliDB Service Level Agreement

ChilliDB Hosted Platform

Polymorphic Solutions provides 24x7 monitoring of the ChilliDB application and its infrastructure and receives instant alerts if any predetermined parameters are exceeded.

Any disruption of service warrants an immediate response to triage the nature of the fault. During system disruption, regular email based notifications with affected clients are maintained to provide information on the nature of the issue and activities underway to restore service.

Hosted Services technicians will make a decision on activating our secondary facility based on the nature of the incident and whether the time of resolution falls outside our predefined recovery time objective of 1 day.

ChilliDB Support

Clients that use the hosting service have access to email support and the ChilliDB HelpDesk for technical resources and product add-ons.

Polymorphic Solutions is committed to ensuring their customers get the maximum benefit from ChilliDB. To meet this commitment, Polymorphic Solutions works in partnership with the client utilising a 2 tier support model.

ChilliDB Support is available through our Help Desk which is available from here: <http://www.chillidb.com/HelpDesk>. You will be asked to register and your login will then be approved. Once you have logged in you can lodge questions through the HelpDesk or through sending to helpdesk@chillidb.com and they will be picked up by HelpDesk and tickets created in there.

Service Times

- Polymorphic Solutions core business hours are between 8.30am (EST) and 5.30pm (EST), Monday to Friday. Support is provided from Brisbane.
- All HelpDesk tickets logged outside these hours are reviewed at the beginning of the next working business day (Brisbane).
- Service outside agreed support hours is available upon written request, with at least 3 days' notice before the required date. Contact Polymorphic Solutions to discuss mutually agreeable terms and rates.

Response Process

- All HelpDesk issues are triaged as they are lodged. At this point, HelpDesk personnel will prioritise the issue into the following Response Timeframes:

LEVEL	RESPONSE TIME
Urgent	1 business day
Not-Urgent	5 business days

- Response Timeframes for all clients are Run-of-Schedule. Run-of-Schedule response time is whereby HelpDesk personnel shall investigate and resolve issues upon a first-in-first-out basis taking into account the Response Timeframes allocated to the ticket.

Level 1 Support

This level of support is typically performed by the client at the client's premises. Polymorphic Solutions recommends the nomination of a key representative to act as the gatekeeper through which all support issues can be logged. The nominated representative would also act as the onsite key user who could attend to normal operational issues not necessarily requiring in depth technical knowledge. This key user would also understand the system from the organisation's point of view and would typically form part of an organisations internal help desk.

Level 2 Support

For escalations of issues that fall beyond the ability of the onsite help desk to resolve, Polymorphic Solutions offers its Level 2 Support programs. This is offered in two types:

1. Normal Support

Issues are logged in the HelpDesk by the nominated customer representative. Polymorphic Solutions support staff attend to these issues. Normal Support is available to all clients through their license fees. Polymorphic Solutions staff will not perform any hands-on activities. From time to time, based on workload and the nature of the issue, if warranted, support technicians may undertake some activities outside this normal arrangement as an exception to rule.

2. Priority Support

Issues are logged in the HelpDesk by the nominated customer representative. These issues are escalated and receive a higher priority of support than Normal Support and allow for our support staff to take a hands-on approach during investigation to identify and resolve your issues. Priority Support can also be used for any activity related to ChilliDB including report writing, consulting and webinar based coaching.

Access to Product Support involves purchasing support hours, from which we subtract any time spent upgrading or performing any hands on activities with your ChilliDB system (such as System Upgrades, Reporting Writing, Data Cleansing and Migrations, Ad-Hoc Development).

You can receive 15% discount when a minimum of 10 hours is purchased in a Product Support Block. Product Support hours are valid for 12 months.

Product Support Hours can be purchased and tracked through the [Support Hours](#) section of the ChilliDB HelpDesk.

Where required, issues that are unable to be resolved by our Level 2 support team are automatically escalated to the Product Management Team to get the highest level of knowledge available to help resolve the issue.

ChilliDB Policies

License Agreement

ChilliDB current licensing agreement is available online at the following location:

<http://chillidb.com/resources/documents/license.txt>

All ChilliDB clients and their representatives are bound by this licensing agreement.

Standard Terms and Conditions

These are the standard terms and conditions of supply of the Polymorphic Solutions ChilliDB Hosted Services and other products and services offered from time to time by Polymorphic Solutions ("the Service"). These terms apply to you as a user of the Service ("Customer" or "you"). Please read these terms and conditions carefully.

Terms and Amendment Procedure

These are the terms upon which we agree to provide the Service to the Customer. In addition to these terms, you must also comply with:

- [License Agreement](#)
- [Privacy Policy](#)

The agreement made between us on these terms commences on the date when you or your representative log into your ChilliDB system for the first time and will continue until terminated in accordance with these terms.

OnSite contracts commence with a minimum of a 12 month term. Your Service will be automatically renewed for a further fixed contract period at the end of the term without notice to you.

Hosted contracts commence with a minimum of a 12 month term. Monthly contracts roll on a monthly basis without notice to you.

You must advise us prior to the auto-renewal date if you wish to cancel the Service. If we do not receive your cancellation or 'do not renew' advice, we will auto-renew the Service in order to ensure it continues uninterrupted.

You must ensure that your contact details provided to Polymorphic Solutions are current at all times. We will use those contact details to notify you of anything which affects the Services and do not take any responsibility for any loss, damages or expenses you incur if we have been unable to contact you because you have not kept your contact details up-to-date.

We may vary these terms, the price we charge for any Service (excluding Services supplied under a fixed contract period), or the terms of the operation of the Service, at any time by ChilliDB HelpDesk in this document, by email or in writing. The changes will become effective upon publication of the notice. Where we vary the prices for Services, we will give at least 14 days' notice of the change by the same means, and the new prices will apply at the end of that period. If you use the Service after that publication, your use will constitute an acceptance of the amended terms.

These terms constitute the agreement in its entirety and supersede prior agreements.

We may from time to time run promotions and make special offers of limited time duration ("Promotions"). All Promotions are offered subject to their terms and may be withdrawn or altered at Polymorphic Solutions' discretion. The terms of a promotion will override these terms to the extent of any inconsistency.

Service

We must perform scheduled maintenance to servers from time to time. We will attempt to perform all scheduled maintenance at times which will affect the fewest customers. If scheduled maintenance requires the service to be offline for more than 120 minutes we will notify all clients by email using the contact details we have on record at least 48 hours in advance of the maintenance.

Where we need to perform unscheduled maintenance, we will use reasonable efforts to provide prior notice before interrupting the Services. Where it is not reasonably practicable to provide

prior notice of unscheduled maintenance, we will provide notice as soon as possible following the performance of the maintenance.

We will archive your data onto backup mechanisms on a regular basis for the purposes of disaster recovery. In the event of equipment failure or data corruption, we will restore from the last known good archive. We will not be liable for incomplete, out-of-date, corrupt or otherwise deficient Customer Data recovered from our backups.

You agree to Polymorphic Solutions use of spam and virus filters which may require us to use third party equipment or services to monitor and filter email traffic between our equipment and the Internet. You agree that we will not be liable for any loss or damage resulting from the use of spam or virus filters.

The Service is provided by Polymorphic Solutions from any of the data centres it operates. Polymorphic Solutions will determine in its absolute discretion from time to time the data centre location from which your Service is provided. Polymorphic Solutions only utilise Australian based Data Centres. Polymorphic Solutions reserves the right to migrate your Service upon 14 days' notice to you. We will use reasonable endeavours to minimise downtime and you will have no claim against Polymorphic Solutions for downtime in supply of the Services caused by the migration. Polymorphic Solutions does not take any responsibility for Service failure if you have not checked the operation of your Service post-migration and notified us of any required changes to its configuration.

In contracting with Polymorphic Solutions for Services, the Customer obtains no rights to the hardware and other infrastructure and facilities used by Polymorphic Solutions to deliver the Service.

Payment

You must pay for the Service as notified to you by Polymorphic Solutions in accordance with Polymorphic Solutions' published prices for Services from time to time. If you fail to make payment within the time terms outlined on the invoice, you will be charged a penalty fee.

You must pay all Service charges, traffic and/or storage charges and other amounts incurred by you or any designated users or incurred as a result of any use of your password (whether authorised or not) in accordance with the billing option selected and in advance. Where a billing option does not specify otherwise, all Service charges are payable within 14 days of the date of invoice (whether online or paper invoice).

You must pay all amounts billed in accordance with your billing option. No credit terms are given to any accounts. Billing period commences when your service is provisioned and login credentials are provided to you, regardless of when you log in and use your services.

No refunds will be given for unused portions of payments in advance. If you terminate a rolling fixed period contract before the end of its term, you will be charged for the balance of the contract term.

Customer Warranties and Indemnities

You warrant that:

- if you are not the Customer, you have the power and authority to enter into this agreement on behalf of the Customer and will indemnify Polymorphic Solutions for any breach of this agreement by the Customer; at the time of entering into this agreement you are not relying on any representation made by us which has not been stated

- expressly in this agreement, or on any descriptions or specifications contained in any other document, including any catalogues or publicity material which we have produced;
- you will conduct such tests and computer virus scanning as may be necessary to ensure that data uploaded by you onto or downloaded by you from the Server does not contain any computer virus and will not in any way, corrupt the data or systems of any person; you will keep secure any passwords used with the Service and implement accepted best practices for password complexity and policy; and,
 - you hold and will continue to hold the copyright in the Customer Data or that you are licensed and will continue to be licensed to use the Customer Data.

You are solely responsible for dealing with persons who access the Customer Data, and must not refer complaints or inquiries in relation to such data to us.

You indemnify us against all costs, expenses, loss or liability that we may suffer (directly or indirectly) resulting from:

- your breach of these terms;
- your use or misuse of the Service;
- the use or misuse of the Service by any person using your account; and,

If your use of our Services involves storage, processing or transmission of or access to any credit cardholder data, you warrant that the tools, programmes, processes and technologies you use to do so comply with the Payment Card Industry Data Security Standard ("PCI Standard") which is available at <https://www.pcisecuritystandards.org>. If you breach this warranty, Polymorphic Solutions may terminate this agreement immediately upon written notice to you (which may be delivered by email to the person identified as your authorised contact), and without prejudice to any other rights it may have under this agreement or at law.

Polymorphic Solutions' Warranties and Liabilities

We do not warrant that:

- the services provided under this agreement will be uninterrupted or error free;
- the services will meet your requirements, other than as expressly set out in this agreement; or
- the Services will be free from external intruders (hackers), virus or worm attack, denial of service attack, or other persons having unauthorised access to the services or systems of Polymorphic Solutions.

Where the Customer is a Consumer (as that word is defined by the Competition and Consumer Act), we accept liability where: the Service is not supplied with due care and skill; any material supplied in connection with the Service is not reasonably fit for the purpose for which it was supplied; and as we are otherwise required to do so by the Competition and Consumer Act. Except as expressly provided to the contrary in this agreement, we exclude all liability for indirect and consequential loss or damage of any kind, loss or corruption of data, loss of revenue, loss of profits, failure to realise expected profits or savings and any other commercial or economic loss of any kind, in contract, tort (including negligence), under any statute or otherwise arising from or relating in any way to this agreement and/or its subject matter. Excluding this, in situations where Polymorphic Solutions accept liability, our total liability for loss or damage of any kind is limited in aggregate to the licensing fees paid by you for the Service in the previous 12 month period.

Suspension and Termination of Service

We may from time to time without notice suspend the Service or disconnect or deny your access to the Service:

- during any technical failure, modification or maintenance involved in the Service provided that we will use reasonable endeavours to procure the resumption of the Services as soon as reasonably practicable; or
- if you fail to comply with any provision in this agreement (including failure to pay charges due), or do, or allow to be done, anything which in our opinion may have the effect of jeopardising the operation of the Service, until the breach (if capable of remedy) is remedied.
- Notwithstanding any suspension of any Service under this clause you shall remain liable for all charges due throughout the period of suspension.

If your account has been suspended or terminated due to your breach, reactivation of your account will be completely at our discretion. If we agree to reactivate your account, we will require:

- payment in full of all outstanding amounts; and
- payment of a reactivation fee.

Polymorphic Solutions reserves the right to refuse to supply services to a potential customer who has previously had its account with Polymorphic Solutions terminated for breach. In this clause, "potential customer" includes:

- (if the potential customer is a corporation) its Related Entity or Related Party (as those phrases are defined in the Corporations Law); and
- (if the potential customer is an individual) any corporation in which the potential customer was at the relevant time an officer or shareholder, or a Related Party of a shareholder.

Polymorphic Solutions may without notice to you remove, amend or alter your data upon being made aware:

- of any claim or allegation;
- of any court order, direction, judgment, determination or other finding of a court or other competent body; or
- that the data is illegal, defamatory, offensive or in breach of a third party's rights.

We may end our agreement with you and cease providing Services (other than Services for a fixed contract period) for any reason, on 30 days written notice to you; with respect to Services for a fixed contract period, the notice will not expire before the end of the fixed contract period.

To close your account with Polymorphic Solutions, you must provide notice to Polymorphic Solutions in accordance with the methods set out below.

- by logged job in ChillIDB HelpDesk;
- by letter or fax on company letterhead (if applicable) and signed by you or an authorised person; or
- by email to accounts@polymorphicsolutions.com.au

The closure notice will take effect on the next billing date following the date of your notice. You will be required to pay charges for Services supplied up to the date on which the closure notice takes effect.

If your account is closed you must pay all outstanding charges immediately.

Upon termination of your service, you will have the opportunity to export your data through features available in ChilliDB (search, data mining or report). We will not provide a copy of our database or web application as it is proprietary and protected by copyright. We can provide an archive of any File Attachments and Reports you have in your system upon request, no later than 30 days after termination of your agreement.

Uptime Service Level

Polymorphic Solutions warrants that your Uptime availability for our Hosted Services contracts will be at least 99.741% except where the failure results from:

- (a) A failure or malfunction in relation to any device or equipment, any software or power supply outside our control, unless caused by our wrongful act or omission;
- (b) Your act or omission (or a person under your direction or control);
- (c) A failure or malfunction of any software forming part of the Service which has not been subjected to a testing regime due to its time critical nature including updates, patches, definitions etc;
- (d) during scheduled maintenance windows and any emergency maintenance and upgrade work;
- (e) a requirement, direction or any other order issued by a court, government authority, administrative or judicial body;
- (f) unauthorised or illegal access by any party to any part of the computer systems used to provide the Services including hacking, cracking, virus dissemination and denial of service attacks;
- (g) any false SLA breaches reported as a result of outages or errors of any Polymorphic Solutions measurement system;
- (h) DNS propagation;

If in any calendar month, we fail to meet the Uptime SLA, we will refund to you, as your sole right or remedy, a percentage credit of the fees for the relevant Service in that month as set out in the table below:

Monthly Uptime	Service Credit*
99.98% - 99.8%	10%
99.79% - 99.6%	15%
99.59% or lower	20%

*Service Credits are calculated against that month's hosting fees and charges only.

You must request a Service Credit in writing to Polymorphic Solutions. All requests must be made within 30 days of the Uptime SLA breach occurring, and you must provide Polymorphic Solutions with details of the breach claimed for verification purposes. If the breach is confirmed by Polymorphic Solutions (based on Polymorphic Solutions' records obtained from its monitoring endpoints) to have occurred, then Polymorphic Solutions will, within 60 days of your request being received, apply the relevant Service Credit to your account.

You will not be entitled to receive a Service Credit if, at the date of your request for a Service Credit, you are in breach of any of your obligations under these Terms and Conditions, including the obligation to pay fees and charges.

You will be entitled to make only 1 claim for Service Credits per month.

Acceptable Use Policy

This is Polymorphic Solutions' ChilliDB Acceptable Use Policy. It applies to you if you are a Polymorphic Solutions Customer or User ("you"). It is intended to ensure that your use of Polymorphic Solutions' service is trouble free and that you have due regard to the law and the needs of other users.

Please look out for any amendments to this document on a regular basis. From time to time we will make amendments to this document and publish it to the ChilliDB HelpDesk and you will then be obliged to comply with the policy as amended. You can identify the version of this document via the date in the document footer.

In this policy we use the following definitions:

- **Mobile Carrier Content Service** - is a content service that is controlled by a mobile carrier that is made available to end users in Australia, and hosted on servers within Australia.
- **Potentially Prohibited Content** - means that content that has not been classified by the Classification Board, but, if it were to be classified, there is a substantial likelihood that it would be Prohibited Content.
- **Prohibited Content** - means that content classified as RC or X18+ by the Classification Board or is classified R18+ and is not subject to a restricted access system.
- **Restricted Content** - means content that:
 - is classified by the Classification Board R18+ (and in the case of Mobile Content MA15+ or R18+); or
 - that has not been classified but if it were to be classified by the Classification Board there is a substantial likelihood that it would be classified, R18+ (and in the case of Mobile Content MA15+ or R18+).
- **Spam** - means:
 - commercial messages (including any offers, advertisements, promotions to supply goods, services, business or investment opportunities, or if purpose of the message is to assist or enable a person to dishonestly obtain a gain from another person);
 - sent to recipients who are not known to you, who have not requested the material, or who have not granted permission for the mail to be sent to them; and
 - delivered via electronic means including email, fax, SMS, MMS.
- **Users** - means users of the Service who have not obtained it as a Customer, but via a Customer who is authorised to resell the Services such as a Polymorphic Solutions Partner.

Unacceptable Uses

You must not use our Services, attempt to use our Services or allow the Services to be used in any way:

- **Breach of Law**
 - Which results in you or Polymorphic Solutions breaching, or being involved in a breach of a law, order or regulation (including a foreign law, order or regulation),

a mandatory code of conduct, or a voluntary code of conduct that you have agreed to comply with.

- **Damage to property or people**
 - Which results, or could result, in damage to property or injury to any person;
 - To harass, menace or stalk people.
- **Prohibited Content or Potentially Prohibited Content**
 - To place on the internet, obtain through the internet or transmit using the internet any Prohibited Content or Potentially Prohibited Content.
 - Content which is (or would be) classified RC or X18+ by the Classification Board includes content that contains:
 - detailed instruction in crime;
 - child pornography;
 - actual sexual activity.
 - Content which is (or would be) classified R18+ includes content that contains implied or simulated sexual activity.
- **Restricted Content**
 - To provide content that is likely to be considered unsuitable for minors (even though the content may not be Prohibited Content or Potentially Prohibited Content) without using appropriate warnings and/or labelling systems for that content;
 - To provide Restricted Content on a Mobile Carrier Content Service to an end user if the end user has not 'opted in' for Restricted Content and without taking reasonable steps to ascertain that the end user is not a minor.
- **Protection of minors**
 - Which enables a minor to access material inappropriate for a minor or to establish (or try to establish) contact with a minor not otherwise known to you;
- **Discrimination**
 - Which incites discrimination, hate or violence towards one person or group because of their race, religion, gender or nationality;

Obscene, defamatory, offensive, abusive

- To send, display or be otherwise involved in material which is obscene or defamatory;
- Which is, or which would be considered by a reasonable person to be, offensive or abusive;

Illegal business practices and gambling

- To engage in any misleading or deceptive business or marketing practice;
- That involves providing or promoting illegal pyramid selling schemes or unlawful gambling or gaming activities;

The rights of others

- Which infringes Polymorphic Solutions' or any other person's rights (including intellectual property rights and moral rights);
- Which constitutes a misuse of Polymorphic Solutions' or any other person's confidential information; or
- Which results in a breach by you of any obligation that you owe to any person.

Polymorphic Solutions' Service

- undertake any activity which impedes Polymorphic Solutions' ability to provide its Service;
- make or receive transmissions of any type or quantity which adversely affect our operation or jeopardise the use of our service, or its performance for other subscribers;
- undertake acts that waste resources or prevent other users from receiving the full benefit of our services;
- to solicit subscribers to become subscribers of other competitive services.

Resale of our Services to others is strictly forbidden under all circumstances unless expressly approved by Polymorphic Solutions in writing. Our Partner Program (<http://www.chillidb.com/Partners/>) is the only way provides for the resale of services.

Spamming

You must not use our Services, attempt to use our Services or allow our Services to be used:

- To send, cause the sending of or otherwise be involved in the sending of Spam;
- provide a capability on a Polymorphic Solutions-hosted site which permits third parties to send Spam from a Polymorphic Solutions server;
- In connection with any program (including a virus, Trojan horse, worm, cancelbot, timebomb) or activity (including a denial of service attack), that is designed to provide or allow any form of unauthorised control of, or result in an adverse effect on, a computer, a network or data (whether the computer, network or data belongs to Polymorphic Solutions or anyone else);
- To access or use Polymorphic Solutions' or anyone else's systems, networks or data (including through open relay, port probing and the use of packet sniffers) without consent, regardless of whether or not such access or use has any adverse effect on the system, network or data;
- To create, send or alter in any way and by any means (including spoofing and use of third party mail servers), the contents of an electronic message for the purpose of hiding, obscuring or deleting the source of the message or making the message appear to come from someone other than you;
- send electronic chain letters;
- to manipulate or bypass Polymorphic Solutions' content usage limits;
- send email to a recipient after the recipient has unsubscribed from your mailing list or has advised you by other means that they do not wish to be on the mailing list;
- undertake activities which cause or may cause third party service providers to place Polymorphic Solutions' internet protocol (IP) addresses on a blacklist and/or block those IP addresses;

We support increasing awareness of our Customers about Spam and how it can be managed. Polymorphic Solutions uses spam and virus filters and encourages our customers to use spam and virus filters. You agree to Polymorphic Solutions' use of spam and virus filters which may require us to use third party equipment or services to monitor and filter email traffic between our equipment and the Internet. You agree that you will not take any steps to disable those filters and that we will not be liable for any loss or damage resulting from the use of spam or virus filters. Further information about these products can be found at the web site of the Internet Industry Association at www.iaa.net.au.

Third Party Complaint Process

- From time to time, Polymorphic Solutions receives complaints from third parties ("Complaints") regarding unacceptable uses, allegedly being conducted by Customers or their Users. Polymorphic Solutions will make reasonable endeavours to resolve such complaints by working with Customers. The complaint process set out here does not apply to complaints the subject of court order or proceedings, or where Polymorphic Solutions reasonably believes that it must take urgent action without reference to the Customer.
- If Polymorphic Solutions is unable to resolve the complaint by working with Customers, Polymorphic Solutions' policy is to put the complaining party in direct contact with the party best able to answer the complaint. Accordingly, Polymorphic Solutions' Customers authorise and direct Polymorphic Solutions to provide to third party complainants the relevant Customer's email contact details.

What We May Do to Ensure That This Policy is Being Followed

- We may monitor your account but will respect your privacy. We may monitor the conduct of your account to determine whether this policy is being followed.
- If we monitor the conduct of your account we will safeguard your privacy subject to the terms of our Privacy Policy.
- We may suspend or terminate your account and/or notify the authorities. If we believe that your use of the Service may break the law or that you have not complied with this policy we may:
 1. warn you by email (but we are not obliged to do so);
 2. suspend your access to the Service;
 3. terminate your account without notice; and/or
 4. notify and provide relevant information to the authorities, as appears appropriate in the circumstances;
 5. reserve the right to delete any or all of your information, material, software or other content stored on our system at our sole discretion.
- We may, at our absolute discretion and without notice to you, suspend or terminate your access to the Service:
 - where we are made aware that a court order, judgment, decree, determination or otherwise has been made to the effect that the Customer data is illegal, offensive, objectionable or in breach of a third party's rights; and
- You agree that you will have no claim against Polymorphic Solutions in respect of any action reasonably taken by Polymorphic Solutions in its implementation of the terms of this Acceptable Use Policy, and you indemnify Polymorphic Solutions against any claim by a User arising out of the same.

Privacy Policy

Introduction

- We understand that the privacy of your personal details, and the security of your transactions with us, is of paramount importance to you. Polymorphic Solutions' Privacy Policy sets out the rules we will abide by when dealing with personal information we collect from individuals in the course of our business. This policy is consistent with the Australian Privacy Principles of the Privacy Act 1988.
- We may make alterations or additions to this policy from time to time. Should we do so, we will update the policy on ChilliDB HelpDesk. We require that all our customers agree to abide by our Privacy policy as part of our terms of trade. This policy also applies to users of our web site who are not customers of Polymorphic Solutions.
- Please note that we cannot and do not assume any responsibility for the privacy or security practices of any other service provide who is engaged by you to support your use of ChilliDB, or for our customers' level of compliance with our code.

What Information Do We Collect?

Polymorphic Solutions collects different information about you at different times. These are the broad categories of information that we collect from you:

- Information we require to supply our services.
 - When you first sign up or contract with Polymorphic Solutions for our services, or when you make an inquiry about our services, we collect information such as your name, address, telephone number, email details.
 - We may also monitor and/or record telephone conversations with you from time to time in order to train staff and to improve our service to you.
- Non personally identifying information.
 - In addition to the information you specifically provide above, Polymorphic Solutions operates statistics gathering software on its web systems to collect information about the data transfer usage of your system. No personal identifying information is collected by this software. The software records the system name and the amount of data transferred through each system only. We use this information to monitor acceptable use of our services and to elastically scale our resources.
- Other demographic information.
 - If you respond voluntarily to our surveys or other interactive communications, we collect the responses and use the information to improve the quality and range of Polymorphic Solutions' products and services.

How Do We Use Personal Information We Have Collected?

- We collect and use your information to deliver our services to you. We will use your information to provide you with: sales and technical support, billing, product upgrades and information, renewal notices, maintenance notices, system changes and other functions relevant to your services with us.
- When you contract with Polymorphic Solutions for our services or make enquiries of our services, we reserve the right to send promotional material to you. You may stop the delivery

or "opt out" of future promotional email from Polymorphic Solutions by following the specific instructions in the emails you receive. These instructions will tell you how to remove your name from our promotional email list.

- We may use your personal information to:
 - contact you in relation to upgrading your use of our services, special offers (from us, or on behalf of partners), with newsletters, surveys, and individual service audits, or in response to any expression of interest we may receive from you in relation to our products and services;
 - identify the source of new customers to Polymorphic Solutions;
 - monitor and address complaints, other feedback, and to resolve disputes;
 - to bill you for services;
 - to verify your identity and key contacts;
 - maintain a technical and account history of your dealings with us, and to re-establish your account with us where you re-join as a customer within a reasonable time after having terminated your account;
 - monitor your compliance with our [Acceptable Use Policy](#) and other terms and conditions of supply;

- We will treat all information we collect from you as strictly confidential. Polymorphic Solutions does not rent or lease its customer lists to third parties. We will not reveal, disclose, sell, distribute, rent, licence, share or pass onto any third party, other than to our partners upon a request for services by you.
- We will disclose your personal information, without notice or your consent, only:
 - if we are required to do so by law or in the good faith belief that such action is necessary to conform with the laws, applicable code of conduct or legal process served on us in relation to our business or web site;
 - to protect and defend the rights or property of Polymorphic Solutions;
 - if we consider it necessary to do so in order to enforce or apply the terms of any of our agreements with you;
 - if we sell our business or part of it; and
 - in extreme circumstances, to protect the personal safety of users of Polymorphic Solutions' services, our staff or the public.

Disclosure of your information to third parties

Polymorphic Solutions has offices in Brisbane, Australia.

We may supply your information to third parties to perform services on our behalf such as:

- the distribution of marketing information to you (except where you have chosen to opt out of receiving this information from us);

Our relationships with such third party service providers are governed by our contracts with them. Those service contracts contain privacy and confidentiality provisions which are consistent with the Australian Privacy Law obligations.

Security

- Polymorphic Solutions has implemented security features in our database to protect your personal information from unauthorised access. We maintain our servers in a controlled, secured environment. Only staff who need to have access to your personal information in order to perform their job function are authorised to access the database. Constant changes

to the Internet and technology mean that we cannot guarantee that data transmission will be 100% secure, or safe from attack by unauthorised intruders.

- In order to protect the security of personal information transmitted to Polymorphic Solutions online, our web servers support the use of the Secure Socket Layer (SSL) Protocol where appropriate. Using this protocol, information transferred between our systems is encrypted.

Other Disclosure by You

- You might provide personal information through your participation in workshops/demonstrations, email exchanges or information services accessed via our web sites, or another service provided by Polymorphic Solutions. This information is public and immediately available to anyone who has access to such a site; it is not private. Polymorphic Solutions urges you to enter only information that you are comfortable to share with the public at large in this public domain.
- You should never reveal your password to third parties. If you lose control of your password, you may lose control over your personal information and may be liable for actions taken on your behalf by third parties using your password and/or personal information. Therefore, if your password has been compromised for any reason, you should immediately change it.
- If you collect personal information which you keep on servers provided by Polymorphic Solutions as part of our service to you (including email), you alone are responsible for compliance with the Privacy Act 1988 (Cth) in respect of that information. We take no responsibility for your dealings with personal information you collect.

How to Access & Correct Your Personal Information

- From time to time you may need to update your personal information. You should contact accounts@polymorphicsolutions.com.au or phone 1300 65 72 43.

Children's Privacy

Polymorphic Solutions does not knowingly collect, use or market any information to children.

Complaints

If you have a complaint about any aspect of our Privacy procedures, please contact our Privacy Officer on privacy@polymorphicsolutions.com.au. We will deal promptly with your complaint. If we cannot resolve the complaint to your satisfaction within a reasonable time, you or we may refer the complaint to the Privacy Commissioner.