

# Certified Travel Associates Privacy Statement

Based upon Privacy Statement Template by Roger Clarke

Version of 19 December 2005, minor rev. 6 August 2006

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[This template is available at http://www.anu.edu.au/people/Roger.Clarke/DV/PST.html](http://www.anu.edu.au/people/Roger.Clarke/DV/PST.html)

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## Data Collection

Certified Travel Associates, Inc. undertakes to collect Your Data by means that are:

- fair;
- legal; and
- transparent.

**If you visit Certified Travel Associates, Inc.'s web-site**, your web-browser may automatically disclose, and Certified Travel Associates, Inc.'s web-server may automatically log, the following information: the date and time, the IP address from which you issued the request, the type of browser and operating system you are using, the URL of any page that referred you to the page, the URL you requested, and whether your request was successful. This data may or may not be sufficient to identify you.

**Any additional data that you provide, e.g. in a web-form**, may also be logged. This data may or may not be sufficient to identify you.

**Any additional data that your web-browser automatically provides** may also be logged. This will be the case, for example, if your browser has previously been requested to store data on your computer in '**cookies**' and submits them each time you request a web-page within a particular domain (such as [www.certifiedtravel.org](http://www.certifiedtravel.org)). This data may or may not be sufficient to identify you.

**If you disclose personal data to Certified Travel Associates, Inc. in conjunction with an identifier such as your name or your credit-card details**, Certified Travel Associates, Inc. will collect Your Data. Moreover, any data that becomes available to Certified Travel Associates, Inc. through any of the means described in the preceding paragraphs may be able to be associated with that identifier, and hence become Your Data.

Subject to the qualifications immediately below, Certified Travel Associates, Inc. undertakes to collect Your Data **from you** and not from other parties. This undertaking is qualified as follows:

- where Certified Travel Associates, Inc. reasonably considers that the protection of its financial interests requires that it gather YourData from other sources, or from additional sources. This applies in particular where Certified Travel Associates, Inc. has a lending exposure to you, and seeks information about your creditworthiness;
- where Certified Travel Associates, Inc. reasonably considers that its capability to deliver quality services to you will be materially enhanced by gathering YourData from other sources. This applies in particular to consumer profile data.

**Where Certified Travel Associates, Inc. collects Your Data from sources other than you**, it undertakes:

- to do so only by legal means;
- to do so only with your Consent; and
- to declare to you what sources it uses, and under what circumstances.

Certified Travel Associates, Inc. undertakes to declare the **purpose of collection** in a manner which is clear and meaningful, and to avoid vague, highly inclusive statements such as 'to support our operations'.

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## Data Security

Certified Travel Associates, Inc. undertakes to **store** Your Data in a manner that ensures security against unauthorised access, alteration or deletion, at a level commensurate with its sensitivity.

Certified Travel Associates, Inc. undertakes to store Your Data only in **jurisdictions** where data protections are at least equivalent to those required under the OECD Guidelines.

Certified Travel Associates, Inc. undertakes to **transmit** Your Data in a manner that ensures security against unauthorised access, alteration or deletion, at a level commensurate with its sensitivity.

Certified Travel Associates, Inc. undertakes to implement appropriate **measures to ensure security of Your Data against inappropriate behaviour by Certified Travel Associates, Inc.'s staff-members and contractors**. These include:

- training for staff in relation to privacy;
- access control, to limit access to Your Data to those staff and contractors who have legitimate reasons to access it;
- particularly in the case of sensitive data, audit trails of accesses, including the identities of staff and contractors accessing the data;
- reminders to staff and contractors from time to time about the importance of data privacy, and the consequences of inappropriate behaviour;
- declaration of appropriately strong sanctions that are to be applied in the event of inappropriate behaviour
- clear communication of policies and sanctions; and
- processes to audit, to investigate and to impose sanctions.

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## Data Use

Use refers to the application of Your Data by any part of Certified Travel Associates, Inc., or any staff-member or contractor of Certified Travel Associates, Inc. in the course of their work.

Certified Travel Associates, Inc. undertakes to use Your Data only for:

- **the purposes for which it was collected;**
- such other purposes as are **subsequently agreed** between Certified Travel Associates, Inc. and You;
- such additional purposes as may be **required by law**. In these circumstances, Certified Travel Associates, Inc. will take any reasonable steps available to it to communicate to You that the use has occurred, unless it is precluded from doing so by law; and
- such additional purposes as are **authorised by law** (in particular to protect Certified Travel Associates, Inc.'s interests, e.g. if it believes on reasonable grounds that You have failed to fulfil your undertakings to Certified Travel Associates, Inc. or have committed a breach of the criminal law).

Certified Travel Associates, Inc. undertakes to use YourData only if it has **demonstrable relevance** to the particular use to which it is being put.

Certified Travel Associates, Inc. undertakes to use YourData in such a manner as to take into account the possibility that it is not of **sufficient quality for the purpose**, e.g. because it is inaccurate, out-of-date, incomplete, or out-of-context.

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## Data Disclosure

Disclosure refers to making YourData available to any party other than Certified Travel Associates, Inc. and You. The term disclosure may include many different conditions of data transfer, including selling, renting, trading, sharing and giving.

Certified Travel Associates, Inc. undertakes to disclose Your Data only under the following circumstances:

- **in the course of business being conducted between You and Certified Travel Associates, Inc.**, where disclosure is necessary to a contractor, such as a transport company. Where Your Data is disclosed in this way, Certified Travel Associates, Inc. undertakes to exercise control over Certified Travel Associates, Inc.'s contractors to ensure that their actions are compliant with these Terms;
- **in other circumstances that are directly implied by the purpose agreed between You and Certified Travel Associates, Inc.** at the time of data collection or subsequently. Where Your Data is disclosed in this way, Certified Travel Associates, Inc. undertakes to exercise control over

Certified Travel Associates, Inc.'s contractors to ensure that their actions are compliant with these Terms;

- **with your consent**, or at your request;
- **where required by law**, such as a provision of a statute, or a court order such as a search warrant or sub poena. In these circumstances, Certified Travel Associates, Inc. will take any reasonable steps available to it to communicate to You that the disclosure has occurred, unless it is precluded from doing so by law;
- **where permitted by law** (e.g. the reporting of suspected breach of the criminal law to a law enforcement agency; and in an emergency, where Certified Travel Associates, Inc. believes on reasonable grounds that the disclosure of YourData will materially assist in the protection or the life of health of some person), provided that Certified Travel Associates, Inc. will apply due diligence to ensure that the exercise of the permission is justifiable.

In all cases, Certified Travel Associates, Inc. undertakes to disclose only such of Your Data as is necessary in the particular circumstances.

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## Data Retention and Destruction

Subject to the qualifications immediately below, Certified Travel Associates, Inc. undertakes:

- to **retain** Your Data only as long as is consistent with its purpose; and
- to **destroy** Your Data when its purpose has expired, and to do so in such a manner that Your Data is not subsequently capable of being recovered.

This undertaking is qualified as follows:

- Your Data may be retained in Certified Travel Associates, Inc.'s **logs, backups and audit trails** within short-term retention cycles that are devised to protect the company's operations. In such cases, Your Data will be destroyed in accordance with those cycles;
- Your Data may be retained beyond the expiry of its purpose if that is **required by law**, such as a provision of a statute, or a court order such as a search warrant or sub poena, or a warning by a law enforcement agency that delivery of a court order is imminent. In these circumstances, Certified Travel Associates, Inc.:
  - will take any reasonable steps available to it to communicate to You that Your Data is being retained, unless it is precluded from doing so by law; and
  - will only retain Your Data while that provision is current, and will then destroy Your Data;
- Your Data may be retained beyond the expiry of its purpose if it is **authorised by law** (in particular to protect Certified Travel Associates, Inc.'s interests, e.g. if it believes on reasonable grounds that You have failed to fulfil your undertakings to Certified Travel Associates, Inc. or have committed a breach of the criminal law). In these circumstances, Certified Travel Associates, Inc. will only retain Your Data while that situation is current, and will then destroy Your Data.

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## Access by You to Your Personal Data

Certified Travel Associates, Inc. undertakes to provide you with **access** to Your Data, subject to only such conditions and processes as are reasonable in the circumstances. In particular, Certified Travel Associates, Inc. undertakes to enable access:

- conveniently;
- without unreasonable delay; and
- without cost.

Certified Travel Associates, Inc. undertakes to establish and operate **identity authentication protections for access to Your Data** that are appropriate to its sensitivity, but practical. This may involve some inconvenience; for example, relatively straightforward procedures may be involved in order to provide you with access through a channel that you have previously registered with Certified Travel Associates, Inc. (such as a particular email-address), but may impose more onerous procedures if you wish to use some other channel.

In the event that you dispute some aspect of Your Data, Certified Travel Associates, Inc. undertakes to take reasonable steps in relation to the **amendment, supplementation or deletion** of Your Data. You undertake:

- not to seek access for frivolous purposes, or unreasonably frequently;
- to accept that deletion of some data may not be consistent with the provision of particular services by Certified Travel Associates, Inc. to you.

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## Information about Data-Handling Practices

Certified Travel Associates, Inc. undertakes to make information available to you about the manner in which Certified Travel Associates, Inc. handles your data:

- in general terms, in a readily accessible manner; and
- in more specific terms, on request.

Where Your Data is disclosed to a contractor, Certified Travel Associates, Inc. undertakes to make information available to you on request about the manner in which Certified Travel Associates, Inc.'s contractors handle your data.

Certified Travel Associates, Inc. undertakes to ensure that the information provided is meaningful, and addresses your concerns.

You undertake:

- not to seek such information for frivolous purposes, or unreasonably frequently; and
- to accept that the disclosure of excessive detail may harm the security of Your Data and Certified Travel Associates, Inc.'s business processes, and may harm Certified Travel Associates, Inc.'s commercial interests.

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## Handling of Inquiries, General Concerns and Complaints

If you have enquiries, general concerns, or complaints about these Terms, or about Certified Travel Associates, Inc.'s behaviour in relation to these Terms, you undertake:

- to **communicate them in the first instance**:
  - to Certified Travel Associates, Inc. only;
  - in sufficient detail;
  - through a channel made available by Certified Travel Associates, Inc. for that purpose;

Certified Travel Associates, Inc. undertakes:

- to provide one or more **channels for communications** to Certified Travel Associates, Inc., which are convenient to users;
- to promptly provide **acknowledgement** of the receipt of communications, including the provision of a copy of the communication, the date and time it was registered, and Certified Travel Associates, Inc.'s reference-code for the communication;
- to promptly provide **a response** to the communication, in an appropriate and meaningful manner.

You further undertake to not pursue Certified Travel Associates, Inc. through any **Regulator or the media**:

- until and unless Certified Travel Associates, Inc. has had a reasonable opportunity to respond to the initial communication; and
- while Certified Travel Associates, Inc. and you remain conducting a meaningful dialogue about the matter.

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## Enforcement

Certified Travel Associates, Inc. declares that its undertakings in these Terms are intended to create **legal obligations**, and that those obligations are intended to be **enforceable** under appropriate laws in appropriate jurisdictions. These include laws relating to data protection, privacy, fair trading, corporations and criminal laws.

You undertake to seek enforcement only in a **jurisdiction** that is relevant to the transactions that have taken place between You and Certified Travel Associates, Inc., in particular the jurisdiction in which you live or in which you performed the relevant acts, and the jurisdiction in which Certified Travel Associates, Inc. is domiciled or performed the relevant acts.

If you wish to discover the **relevant laws** in any particular jurisdiction, Certified Travel Associates, Inc. draws your attention to the following resources:

- [WorldLII Privacy Links](#)
- [Compilation of \[U.S.\] State and Federal Privacy Laws](#), Privacy Journal, Providence RI
- [Privacy Law Sourcebook 2004, EPIC](#), Washington DC
- the Australian Privacy Foundation's pages:
  - [International Instruments Relating to Privacy Law](#)
  - [Privacy Laws of Countries of the World](#)
  - [Privacy Laws of the Commonwealth of Australia](#)
  - [Privacy Laws of the States and Territories of Australia](#)
- [Privacy International](#)

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## Changes to These Privacy Undertakings

Certified Travel Associates, Inc. undertakes:

- not to materially change these Terms in a manner that reduces the protections for Your Data;
- to take all possible steps to prevent any company that acquires this company or any of its relevant assets from materially changing the Terms applicable to Your Data in a manner that reduces the protections for Your Data;
- where it is considering making changes to these Terms, or creating more specific Terms relating to specific services, to consult with appropriate representative and advocacy organisations;
- where it makes changes to these Terms, to ensure that the differences between successive versions are readily accessible;
- to maintain all prior versions of these Terms in such a manner that they are dated, and readily accessible.

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## Definitions

**Your Data** means data that is capable of being associated with you, whether or not it includes an explicit identifier such as your name or customer number. In particular, it encompasses all data that Certified Travel Associates, Inc. is capable of correlating with you, using such means as server-logs and cookie-contents.

Your Data does not refer to data that can no longer be associated with you. This includes aggregated data that does not and cannot identify the individuals whose data are included in the aggregation.

**Consent** means your concurrence with an action to be taken by Certified Travel Associates, Inc.. Consent may be express or implicit, but in either case must be informed and freely-given.

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## Author Affiliations

Roger Clarke is Principal of [Xamax Consultancy Pty Ltd](#), Canberra. He is also a Visiting Professor in the [Cyberspace Law & Policy Centre](#) at the [University of N.S.W.](#), a Visiting Professor in the [E-Commerce Programme](#) at the [University of Hong Kong](#), and a Visiting Professor in the [Department of Computer Science](#) at the [Australian National University](#).