

Modern Mindshift

Privacy Policy

1. Compliance with Australian Privacy Principles

- 1.1 Succar Pty Limited ACN 641 449 694 (**Mindshift**) respects and acknowledges the importance of privacy. Mindshift complies with the Australian Privacy Principles (**APP**) as contained within the *Privacy Act 1988* (Cth) (**Act**), when collecting, using, disclosing and managing your personal information.
- 1.2 This Privacy Policy contains information in relation to our management of your personal information in accordance with the APP.
- 1.3 For the purposes of this Privacy Policy, the term “personal information” has the meaning given to it in the Act.

2. Use of personal information

- 2.1 Mindshift may collect and use your personal information for a variety of reasons, which may include but is not limited to the following:
- (a) to enable you to access and use Mindshift applications, websites, services, software and programs;
 - (b) to fulfil your requests to purchase Mindshift applications, websites, services, software and programs;
 - (c) to complete your requested transactions, to verify the existence of and any conditions attached to your accounts or to assist with a transaction;
 - (d) to process transactions and send notifications about your transactions;
 - (e) confirming identity for the purposes of anti-money laundering and counter-terrorism laws to determine whether you are suitable to engage Mindshift for our applications, websites, services, software and programs;
 - (f) to manage and minimise risks and identify or investigate fraud and/or other illegal activities;
 - (g) responding to customer enquiries that includes the processing of complaints made to Mindshift;
 - (h) the resolution of disputes, collection of fees and troubleshooting problems;
 - (i) to resolve disputes, collect fees, and troubleshoot problems;
 - (j) enforcement of our terms and conditions;
 - (k) deliver targeted marketing and various other notices and promotional communications based on your selected communication preferences;
 - (l) facilitate contests, sweepstakes, and promotions and process and deliver entries and rewards in relation to same;
 - (m) to improve and optimise our services and your experiences;
 - (n) in the performance of data analytics to improve our applications, websites, services, software, programs and your experience with Mindshift;

- (o) protecting Mindshift and its assets (including against fraud) and selling Mindshift assets (including any assignment of debts);
- (p) enforcing Mindshift's rights (including undertaking debt collection) in connection with applications, websites, services, software and programs provided by Mindshift to you;
- (q) monitoring data, usage, records and statistics derived from your use of applications, websites, services, software and programs provided by Mindshift for the furtherance of Mindshift's business, for general market research and to be disclosed to third parties in relation to the aforementioned;
- (r) to contact you through the use of various means e.g. telephone, text (SMS) or email messaging, advertising through our applications, websites, services, software and programs, or third-party websites, mail, and/or any other means as authorised by our terms and conditions;
- (s) Mindshift's business development, including sending of updates and publications;
- (t) to send you marketing and promotional messages and materials, and other information that may be of interest to you;
- (u) to manage and deliver contextual and behavioural advertising;
- (v) to improve and personalise our applications, websites, services, software and programs, optimise our website, applications, services, software, programs and business and to learn about your level of satisfaction to ensure client satisfaction throughout the future operation and services provided by Mindshift;
- (w) auditing and managing the use of Mindshift's website, applications, services, software and programs; or
- (x) in order for Mindshift to comply with legal and regulatory obligations.

2.2 You may withdraw your consent to receive marketing materials from Mindshift by contacting Mindshift's Privacy Officer, details of which are contained within this Privacy Policy.

3. Collection of personal information

3.1 Mindshift collects personal information through a variety of methods, which may include the following:

- (a) directly from you;
- (b) through your access and use of Mindshift's website;
- (c) through your access and use of Mindshift's applications;
- (d) through your access and use of Mindshift's programs;
- (e) through your access and use of Mindshift's software or other platforms commissioned by Mindshift for the sale of goods and services;
- (f) through your access of surveys commissioned by Mindshift;
- (g) when you subscribe to receive information from Mindshift;
- (h) when you communicate with Mindshift, by email, post or otherwise;
- (i) through publicly available information;
- (j) through your use of third party online application stores you use to install and/or purchase Mindshift's application; or

(k) through an social media account(s) which you use to create or log into Mindshift's website, applications and/or programs.

3.2 In the event that Mindshift is unable to obtain personal information from you as outlined above, this may result in Mindshift being unable to provide you with access to its applications, websites, services, software, programs (including any updates) or marketing material.

4. Types of personal information and storage

4.1 The type of personal information that Mindshift may hold includes the following:

- (a) identification information including your name, date of birth, gender, phone number, address, email address, and other contact information;
- (b) registration information including an email address, username and password;
- (c) your approximate physical location of the devices you use to access our applications, websites, services, software and programs;
- (d) a profile picture of you;
- (e) the type of device you use to access Mindshift's applications and/or programs;
- (f) health information;
- (g) your transaction history, including details of any applications and/or programs that you have purchased from Mindshift, or that you have enquired about;
- (h) types of products and services purchased and/or used by you from Mindshift;
- (i) any other information provided by you in using Mindshift's applications, websites, services, software, programs; and
- (j) other information that helps us to identify you or helps us to provide or improve our services.

4.2 Mindshift may collect various financial information such as the full bank account details or credit card numbers that you link to your account with us.

4.3 The personal information referred to in clause 4.1 above may be held by Mindshift in both hardcopy files and also in an electronic form.

5. Disclosure of personal information

5.1 Mindshift may be required to disclose your personal information to the following third parties:

- (a) external service providers so that the third party can carry out the service that they have been engaged by Mindshift for;
- (b) our partners and the suppliers and service providers who help with our business operations including in relation to fraud prevention, identity verification, payment collection, marketing, customer service, and technology services;
- (c) third parties who have instructed us to provide services;
- (d) organisations that provide applications, websites, services, software, programs used by Mindshift;
- (e) organisations that help identify illegal activities and prevent fraud;
- (f) our professional advisors, including our accountants, lawyers, business advisors and consultants;

- (g) organisations and/or individuals that Mindshift intends on entering negotiations with for any merger, sale of assets, financing, acquisition of all or a part of Mindshift's business; or
- (h) any legal industry regulatory body in any of the states, territories and jurisdictions that Mindshift operates in.

5.2 Mindshift may be required to disclose your personal information in order to respond to subpoenas, court orders, or to investigate, prevent, defend against, or take action regarding violations of our terms and conditions, illegal activities, suspected fraud, or situations involving potential threats to the legal rights or physical safety of any person or the security of our network, customers/users or services.

5.3 If you purchase goods and services from Mindshift using any of our applications, websites, services, software or programs, our third-party payment processor will collect the billing and financial information it needs to process your charges. This may include your name, address, e-mail address, and financial information. Mindshift's payment processors do not share your financial information with Mindshift, but they may share non-financial information with us related to your purchases, including your name, address, and the goods and services purchased.

5.4 When you access our applications, websites, services, software or programs on connected third-party applications or platforms (including, but not limited to, Facebook, Apple, Google, or Amazon), any purchases you make will be processed by that third-party application and subject to that third-party application's terms of service and privacy policy. For these purchases, Mindshift does not receive your financial information, but may receive non-financial information related to your purchases, including your name, address, the goods and services purchased and your approximate physical location.

5.5 Where the Act permits, Mindshift may also disclose personal information to third party suppliers and service providers located overseas for some of the purposes listed above.

6. Cross-border disclosure of personal information

6.1 Mindshift may, from time to time, have affiliated offices operating in overseas. Mindshift may send your personal information to these offices for one or more of the purposes listed in clause 2.1. If Mindshift's overseas offices are operated by 'related body corporates' of Mindshift, Mindshift will take such steps as a reasonably required to ensure that there is appropriate data handling of your personal information and proper security arrangements are in place

6.2 From time to time, Mindshift may also send your personal information overseas for the following reasons:

- (a) to third party service providers who store data or operate outside of Australia;
- (b) to complete a transaction involving an international financial institution; or
- (c) as required by laws and regulations of Australia or another country.

6.3 Before Mindshift discloses personal information about you to an overseas recipient who is not a related entity of you, Mindshift will take such steps as a reasonably required to ensure that there is appropriate data handling of your personal information and proper security arrangements are in place.

7. Cookies

7.1 Cookies are used by Mindshift in order to maximise our user experience and enhance the service that is provided.

7.2 When accessing Mindshift's websites, applications or by engaging our services, small files of data may be placed on your device that enable Mindshift to recognise you as a Mindshift customer each time you return to our website or use our application to access our services. As a result of these cookies, customers avoid the need to keep inputting their email address and

password throughout a session and may have these details auto filled when they visit the website or application. In addition, these cookies enable Mindshift to ascertain information regarding what web pages you visit and how regularly, enabling us to make our websites and platforms increasingly user friendly and to target advertising to content that you may be interested in.

- 7.3 You are free to decline the cookies in which Mindshift utilises and can disable them through your web browser.

8. Protection of personal information

- 8.1 Mindshift will take all reasonable steps to ensure that your personal information is properly protected from misuse, loss, unauthorised access, modification or disclosure.

9. Access to Privacy Policy

- 9.1 This Privacy Policy is publicly available, free of charge through Mindshift's website.

10. Change to Privacy Policy

- 10.1 This Privacy Policy may change from time to time as required by Mindshift in order to reflect legislative and other changes.

11. Accessing and requesting correction of Personal Information

- 11.1 To access, seek or request personal information that Mindshift holds about you, please contact us at:

The Privacy Officer

Joseph Succar – info@modernmindshift.com

- 11.2 In the event that access to personal information is requested, Mindshift will endeavour to respond to that request as soon as reasonably practicable if and to the extent required by the applicable law.
- 11.3 If Mindshift is unable to give you access, or if Mindshift declines to amend your personal information, Mindshift will issue a written notice that describes our reasoning for doing so. Mindshift notes that before providing you with any personal information Mindshift will be required to verify your identity.
- 11.4 Mindshift reserves the right to make an administrative charge to you if it is required, to provide you with access to personal information as outlined in clauses 11.1 and 11.2 above.

12. Resolving your concerns

- 12.1 If you wish to make a complaint regarding that way in which Mindshift manages your personal information, or that you feel that Mindshift has fallen short of the required standards set by the Act, please prepare your complaint in writing and supply it to The Privacy Officer.
- 12.2 A written acknowledgement of your complaint will be provided within 7 days, and Mindshift will attempt to have your concern resolved within 30 days of receipt of your complaint.