

AFFIRMA5 PRIVACY POLICY

Effective Date: 1 December 2023

This privacy policy (hereinafter **Privacy Policy**) deals with the protection of your privacy while you access or use our application 'Affirma5' (**Application**), website located at www.affirma5.com (**Website**), social media pages and other online products and services (collectively, **Services**), and when you otherwise interact with us (including via sales, marketing, customer service and events).

The Services are owned and operated by Affirma5 Pty Ltd (ACN 670 107 641) (**Affirma5, we or us**). We are committed to the protection of your privacy while you use the Services.

This Privacy Policy only applies to the Services. The Services may contain links to other websites or applications, but if that is the case, the Privacy Policy does not apply to any of those linked websites or applications.

We gather certain information from users of the Services, so this Privacy Policy explains what information we collect, how we use it, and your rights in relation to it.

By continuing to use the Services you acknowledge that you have had the chance to review and consider this Privacy Policy, and you acknowledge that you agree to it. This means that you also consent to the use of your information and the method of disclosure as described in this Privacy Policy. If you do not understand the Privacy Policy or do not agree to it, please do not use the Services.

This Privacy Policy supplements our Terms and Conditions and is not intended to override or replace them.

1. DEFINITIONS

Affirma5, we or us refers to Affirma5 Pty Ltd (ACN 670 107 641) and includes any employees, officers, affiliates, agents or other representatives of Affirma5 Pty Ltd.

Application means the mobile application 'Affirma5' available at the Apple App Store and Google Play Store. For the avoidance of doubt, Application includes all pages, all sub-pages, all blogs, all forums, and all other connected internet content whatsoever which is available at Apple App Store and Google Play Store.

Content means any content, writing, images, audiovisual content or other information published on the Services.

Effective Date means the date that this Privacy Policy comes into force.

Items means any and all of the Services, Content and Materials collectively.

Materials means any materials, information or documentation that we may provide to you in

connection with your use of the Services including documentation, data, information developed by us or owned by us, and other materials which may assist in your use of the Services.

Personal Information means information that identifies you that we obtain from you in connection with your use of the Services. Personal Information includes but is not limited to your name and email address.

Privacy Policy means this privacy policy.

Services means the Application, Website, social media pages and other online products and services, and services provided when you otherwise interact with us (including via sales, marketing, customer service and events).

Third Party Service Provider means a third party, separate from us but which provides services that assist us in serving you. This may include but is not restricted to web hosting, IT services, security services, analytics providers, email service providers, payment processing, deliveries, customer service, sales and marketing services, order fulfilment or other services.

Website means the website located at www.affirma5.com.

2. INTERPRETATION

In this Privacy Policy, unless the context otherwise requires, the following rules of interpretation shall apply:

- (a) Words referring to a singular number include the plural, and words referring to a plural include the singular.
- (b) Words referring to a person or persons include companies, firms, corporations, organisations and vice versa.
- (c) Headings and titles are included in this Privacy Policy for convenience only and shall not affect the interpretation of this Privacy Policy.
- (d) Each Party must, at its own expense, take all reasonable steps and do all that is reasonably necessary to give full effect to this Privacy Policy and the events contemplated by it.
- (e) Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

3. TYPE OF INFORMATION AND HOW IT IS COLLECTED

- (a) When you use the Services, we may collect information from you through automatic tracking systems (such as information about your browsing preferences). The tracking

technologies may include cookies, web beacons, tags and scripts, software development kit (SDKs).

- (b) In addition, we may collect information that you volunteer to us (such as information that you provide during a sign-up process, when you make a purchase, when you create an affirmation track, when you contact us, or at other times while using the Services). We may also collect your usage information based on your activities like statistics, and information on the tracks you create, your affirmation practices, achievements and milestones. The information we collect depends on the context of your interactions with us and the Services, the choices you make and the products and features you use.
- (c) In order to access all of the features of the Services, you are required to register as a user. During the registration process, we collect some of your Personal Information, in the following manner:
 - (i) We will not collect information that identifies you personally, except when you specifically volunteer that information to us.
 - (ii) The information that we will collect from you at registration includes your name, password and email address. You will also be able to add a photograph for your profile or information that relates to your interests, such as your goals.
 - (iii) By undergoing the registration process you consent to us collecting your Personal Information, including the Personal Information described in this clause. You also consent to us collecting any other Personal Information as well as storing, using or disclosing your Personal Information in accordance with this Privacy Policy.
- (d) In order to access some specific features of the Services, you are required to provide some Personal Information. During this process, we collect some of your Personal Information, in the following manner:
 - (i) We will not collect information that identifies you personally, except when you specifically volunteer that information to us when using specific features of the Services. These specific features might include, but are not limited to:
 - A. making purchases;
 - B. receiving notifications by text message and/or email about events and promotions; and
 - C. receiving general emails from us.
 - (ii) In addition to any Personal Information that you are required to provide in order to access these additional features of the Services, in some cases you may be required to provide more specific information. For example, in order to make purchases, you may need to provide credit card information, billing information and postal addresses.

- (e) If you use the Application, we may also collect the following information if you choose to provide us with access or permission:
 - (i) We may request access or permission to certain features from your mobile device, including your mobile device's reminders, calendar, camera and other features. If you wish to change our access or permissions, you may do so in your device's settings.
 - (ii) We may request to send you push notifications regarding your account or certain features of the Application. If you wish to opt out from receiving these types of communications, you may turn them off in your device's settings.

4. COOKIES

- (a) This clause explains how we may use cookies and similar technologies to recognize you when you visit the Website. It explains what these technologies are and why we may use them, as well as your rights to control our use of them.
- (b) Cookies are small data files stored on your computer or mobile device which collect information about your browsing behaviour when you visit a website. Cookies are widely used by website owners in order to make their websites work, or to work more efficiently, as well as to provide reporting information.
- (c) We may use cookies on the Website for several reasons. Some cookies may be required for technical reasons in order for the Website to operate and we refer to these as 'essential' or 'strictly necessary' cookies. Other cookies may be non-essential to the Website but used to enable us to track and target the interests and preferences of our users to enhance the experience on the Website (referred to as 'performance' and 'functionality' cookies). Third parties may serve cookies through the Website for advertising, analytics and other purposes. We may also use social networking cookies to enable you to share pages and content that you find interesting on the Website through third-party social networking and other websites.
- (d) Cookies identify traffic coming into and out of a website, but cookies do not identify individual users. No attempt will be made by us to identify individual Website users except where we have obtained consent from the individual user to do so, or where we have a legal obligation to do so. Cookies also do not access information which is stored on your computer.
- (e) Most internet browsers accept cookies automatically, although you are able to change your browser settings to control cookies, including whether or not you accept them, and how to remove them. You may also be able to set your browser to advise you if you receive a cookie, or to block or delete cookies. However, if you do this, you may be prevented from taking full advantage of the Services.

5. HOW YOUR INFORMATION IS STORED

- (a) Please note that no systems involving the transmission of information via the internet, or the electronic storage of data, are completely secure. However, we take the protection and storage of your Personal Information very seriously. We take all reasonable steps to protect your Personal Information.
- (b) We use appropriate physical, digital, managerial and security systems to store your Personal Information and to protect it against unauthorised access, destruction or disclosure.

6. HOW LONG DO WE KEEP YOUR INFORMATION?

We keep your information for as long as it is necessary to fulfil the purposes outlined in this Privacy Policy unless otherwise required by law.

7. THIRD PARTIES

- (a) We may provide some of your Personal Information from time to time to Third Party Service Providers so that they can help us to serve you via the Services. In particular, we may use Third Party Service Providers to assist with information storage (such as cloud storage).
- (b) We may use Third Party Service Providers to host the Services. If this occurs, that Third Party Service Provider is likely to have access to some of your Personal Information.
- (c) For your information, some of our Third-Party Service Providers may be located outside Australia and may not be subject to Australian privacy laws. The countries or regions in which our Third-Party Service Providers may be located include (but are not limited to) India, New Zealand and the United States of America.
- (d) Your Personal Information will not be sold or otherwise transferred to other third parties without your approval (however, please note other possible disclosures in section 8 below).
- (e) Notwithstanding the other provisions of this Privacy Policy, we may provide your Personal Information to a third party in order to protect the rights, property or safety, of us, our customers or third parties, or as otherwise required by law.
- (f) We will not knowingly share your Personal Information with any third parties other than in accordance with this Privacy Policy.
- (g) If your Personal Information might be provided to a third party in a manner which is other than as explained in this Privacy Policy, you will be notified. You will also have the opportunity to request us not to share that information.

8. OTHER DISCLOSURES OF INFORMATION

Further to section 7 above, we may disclose your Personal Information as follows and as otherwise described in this Privacy Policy or at the time of collection:

- (a) Between and among Affirma5 and any of our current and future parent companies, subsidiary companies, affiliates or other trusted related entities;
- (b) to accountants, auditors, lawyers, and other outside professional advisors to Affirma5, subject to appropriate contractual obligations of confidentiality;
- (c) if we believe disclosure is in accordance with, or required by, applicable law or legal process, including court order, subpoena, or other lawful requests by public authorities to meet national security or law enforcement requirements;
- (d) if we believe your actions are inconsistent with our user agreements or policies, if we believe you have violated the law, where necessary for the purposes of prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, or to protect the rights, property, and safety of Affirma5 or others, or if it is necessary for the establishment, exercise or defence of legal claims;
- (e) in connection with any merger, sale of company assets, financing or acquisition of all or a portion of our business by another company;
- (f) If your Affirma5 subscription was obtained through a third-party promotion, such as bundled with a third-party service or offered through a promotional code distributed by that third party, we may inform them that you redeemed the offer; and
- (g) with your consent or at your direction. For instance, you may choose to share actions you've taken through the Services using 'share' or similar features or by linking your Affirma5 account with third-party services.

9. COMBINING INFORMATION

- (a) We may combine, link or aggregate some of your information in order to obtain a better understanding of your requirements. This may enable us to better design the Services and may also assist with our business or administration requirements.
- (b) We may also share aggregated information with third parties.

10. HOW YOUR INFORMATION IS USED

- (a) We collect and use your Personal Information for the primary purpose of providing our Services to you and to help us evaluate and improve your experience with our Services.

- (b) We may collect and use your Personal Information for purposes including but not limited to the following:
- (i) to communicate with you including to respond to your enquiries, solve any potential issues you may have with the Services or offer our support;
 - (ii) for security and fraud prevention;
 - (iii) to facilitate account creation and authentication, keep your account in working order and otherwise manage your user account;
 - (iv) to fulfil and manage your orders and payments made through the Services;
 - (v) for marketing and advertising to you including both direct and indirect marketing and advertising and including marketing and advertising about products that may interest you based on your personal preferences or demographics;
 - (vi) to identify usage trends to better understand how the Services are being used so we can improve them; and
 - (vii) to advise you about updates to the Services or related Items.
- (c) We may also collect and use your Personal Information for secondary purposes closely related to the primary purpose described above, in circumstances where you would reasonably expect such use or disclosure.

11. MERGER, RESTRUCTURE OR SALE OF OUR BUSINESS

- (a) Part or all of our business may be merged, restructured or sold including but not limited to through an ordinary sale of business or of stock, a corporate reorganisation, a change in control, financing, acquisition of all or a portion of our business to another company, bankruptcy or insolvency proceedings.
- (b) In the event that such a merger, acquisition, restructure or sale occurs as described in the preceding sub-clause hereof, we may transfer your Personal Information, including personally identifiable information, as part of that merger, acquisition, restructure or sale.

12. EMAIL OPT IN/OUT

- (a) If you receive an email from us in relation to the Services and would prefer not to receive such correspondence in the future, you may follow the instructions in the email to opt out of future correspondence. You may also contact us, using the details at the end of this Privacy Policy, in order to opt out of future correspondence.

- (b) We will make all reasonable efforts to promptly comply with your requests. However, you may receive subsequent correspondence from us while your request is being handled. Further, we may still communicate with you – for example, to send you service-related messages that are necessary for the administration and use of your account, to respond to service requests or for other non-marketing purposes.

13. YOUR PRIVACY RIGHTS

- (a) You have the right to request access to any of your Personal Information which we are holding. In order to protect your Personal Information we may require identification from you before releasing the requested information.
- (b) You have the right to request that any of your Personal Information which we are holding be updated or corrected. In order to request access, an update or a correction to your Personal Information, you may contact us by using the details at the end of this Privacy Policy.
- (c) If we are relying on your consent to process your Personal Information, which may be express and/or implied consent depending on the applicable law, you have the right to withdraw your consent at any time. You can withdraw your consent by contacting us through the Application or by using the contact details provided at the end of this Privacy Policy.
- (d) If you would at any time like to review or change the information in your account (such as your name, email address and password) or terminate your account, you can log in to your account settings and update your user account accordingly. You can also contact us through the Application or by using the contact details at the end of this Privacy Policy.
- (e) Depending on where you are located geographically, the applicable privacy law may mean that you have certain other rights regarding your Personal Information.
- (f) We will not provide discriminatory treatment against anyone that exercises any of their rights. If you exercise your rights, we may verify your request by asking you to provide information that matches information we have on file.

14. DISCLAIMER REGARDING SECURITY

- (a) By continuing to use the Services, you agree to the terms of this Privacy Policy.
- (b) You acknowledge, agree and accept that no transmission of information or data via the internet is completely secure. We cannot promise or guarantee that hackers, cybercriminals or other unauthorised third parties will not be able to defeat our security and improperly collect, access, modify or steal your information. You should only access the Services within a secure environment.

- (c) You acknowledge, agree and accept that we do not guarantee or warrant the security of any information that you provide to us, and that while we do our best to protect your Personal Information, you transmit such information at your own risk.

15. CHANGES TO THIS POLICY

- (a) We may make changes to this Privacy Policy at any time in our sole discretion. The updated version will be indicated by an updated 'Revised' date and the updated version will be effective as soon as it is accessible.
- (b) If we make changes to this Privacy Policy, your continued use of the Services after the date that the changes take effect confirms that you acknowledge, accept and agree to those changes. We encourage you to review this Privacy Policy frequently to be informed of how we are protecting your information.

16. COMPLAINTS

We take customer satisfaction very seriously. If you have a complaint in relation to our handling of your Personal Information, we will endeavour to handle it promptly and fairly. For your information, an overview of our complaints handling procedure is as follows:

- (a) All complaints should be provided in writing by email, using the contact details at the end of this Privacy Policy. Describe the nature of your complaint including any relevant dates, people involved, any consequences that have occurred, and what you believe should be done to rectify the issue.
- (b) We aim to review all complaints within 7 days of receiving them (although this cannot be guaranteed). If further information is required, we may contact you to request that information.
- (c) If we accept fault in relation to the complaint then we will propose a resolution (which may or may not be the same as any resolution proposed by you). If we do not accept fault, then we will contact you to advise you of this. We aim to complete this entire process within 21 days, provided that we are provided complete information in the first place (although this timing cannot be guaranteed). However, if you do not provide complete information then this is likely to delay the handling of your complaint.
- (d) If you are not satisfied with our response to your complaint, you may refer your complaint to the relevant external dispute resolution organisation in your area.

17. CONTACT US

You can contact us with any questions or comments about this Privacy Policy by email at support@affirma5.com.