

1. Application for this Privacy Policy

- 1.1. This privacy policy ('the Privacy Policy') applies to Elevare Pay Easy Pty Ltd ACN 634 728 591, and its affiliates and related companies ('Elevare', 'we', 'us' or 'our').
- 1.2. This policy explains how we collect, manage and use Personal Information, including but not limited to Personal Information collected on our websites, mobile applications, via email, cloud-based services, or controlled widgets embedded in any communication platform with a link to this Privacy Policy ("Websites").
- 1.3. For the purpose of this policy, "Personal Information" means information about an identified individual, or an individual who is reasonably identifiable.
- 1.4. Elevare is committed to respecting the privacy of your Personal Information. Elevare is subject to the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs).

2. Our Products

- 2.1. In this privacy policy we refer to any product or service that we provide as our Product or an Elevare Product and we refer to any service, function, feature or technology on any of Elevare's platforms including Elevare's Website, Elevare's mobile applications, other platforms used when creating an Elevare account, Elevare's social media pages and any other Elevare service as our Service or an Elevare Service.
- 2.2. Elevare works with other parties to provide our Products and Services to or for you. Those other parties include, for example, merchants or retailers who may supply products to you, agents who provide services to or for you, and other commercial partners. In this policy, we refer to those other parties as our "Partners".
- 2.3. Our Partners are independent of Elevare and may have privacy policies which differ from our privacy policy. Each of our Partners is responsible for that Partner's own privacy policy and privacy practices. You may contact any of our Partners directly for further information on their privacy policy.
- 2.4. Our Websites may contain links to third party websites. Any linked sites are not under our control and we are not responsible for the content on them. Any linked sites are not subject to this Privacy Policy.
- 2.5. This Privacy Policy applies when you provide any information to us. In particular, this Privacy Policy applies when you use any of our Products or when you use, access or interact with any Service that we provide.

3. Collecting Personal Information

- 3.1. We receive and store certain types of information from your use of any of our Products or when you otherwise interact with us. For example, like many other websites, we store cookies and other web-based files on user devices to get certain types of information when your web browser, mobile phone, or other device accesses our Website. The information sent to us may include data on the pages you access, your computer IP address, device identifiers, the type of operating system you are using, your location, mobile network information, standard web log data and other information. Web log data includes the browser type you are using and traffic to and from our site. When you visit our Websites or use Elevare Services, we may also collect information about your transactions and your activities. Details on our collection of Personal Information through the use of cookies and analytical services is set out below.
- 3.2. If you use any of our Products or our Services, we may collect the following types of information:
 - (a) Personal Information including your name, date of birth, drivers' licence number or other identification information;

- (b) Contact information including your telephone number, residential address and email address;
 - (c) Financial information including your credit or debit card details, bank details, bank statements and credit history, income and expenditure;
 - (d) Credit information including details of your account with us, any agreements you have with us, applications made by you to us and late payments or defaults relating to your transaction with us;
 - (e) Employment details including details relating to your income and details about your current employment and your previous employment;
 - (f) Information collected by any persons who work with us or with you in relation to our Products or Services including but not limited to merchants or retailers who supply their goods or services to you (using our Products) or agents who work for you or with you and use any of our Products or Services to provide their goods or services to or for you; and
 - (g) Information from third party service providers (e.g. Google Analytics and web beacons) that provide marketing information such as the address of your internet provider, your click activities on our platforms and your cookies history.
- 3.3. We may obtain information about you from third parties including our Partners and related companies, as well as credit reporting bodies and identity verification services, and publicly or commercially available sources for the purposes of complying with relevant legislation (e.g. anti-money laundering laws).
- 3.4. You may choose to provide us with access to certain Personal Information stored by third parties such as social media sites (e.g., Facebook and Twitter). The information we may receive varies by site and is controlled by that site. By associating an account managed by a third party with our Services and authorising us to have access to this information, you agree that we may collect, store and use this information in accordance with this Privacy Policy.
- 3.5. We may collect your Personal Information if you enter a competition or promotion we conduct or endorse, or if you apply for employment with us.
- 3.6. We may collect Personal Information about our Partners' staff directly from those staff or from our Partners. The information we collect about our Partners' staff may include the staff member's name, position, contact details and training records.
- 3.7. We may collect Personal Information about our suppliers' staff and service providers' staff during the course of our business activities. This information may include the staff member's name, contact details and position. We will collect this information directly from you (as staff member), or from the applicable supplier or service provider.
- 3.8. In order to help protect you and us from fraud and misuse of your Personal Information, we may collect information about your use and interaction with our Websites or Services. For example, we may evaluate your computer, mobile phone or other access device to identify any malicious software or activity.
- 3.9. We may also collect additional information from or about you in other ways, such as through contact with our customer support team, suppliers or service providers (whether via mail, email or through telephone enquiries), your responses to any market survey, and from your interactions with our Partners or as otherwise notified to you at the time.

4. Using Personal Information

- 4.1. We collect, hold and handle Personal Information about you that is necessary for us to perform the services you request from us, that is otherwise reasonably necessary for our business activities or if it is required by law, court, or tribunal order.
- 4.2. We may use Personal Information we collect about you for our purposes which include the following:

- (a) to administer and determine your eligibility for a product or service that we may provide;
- (b) for the provision of Elevare's services (e.g. processing transactions and collecting fees);
- (c) for safety and security purposes (e.g. securing or re-setting your password);
- (d) for internal business development (e.g. risk management and training);
- (e) to improve Elevare's customer service and dispute resolution processes;
- (f) to improve Elevare's website and other platforms (e.g. automating your details on our website through the use of cookies);
- (g) for marketing, statistical and promotional research (e.g. to identify market trends and to promote Elevare's products);
- (h) to investigate prohibited or illegal activities;
- (i) to enforce any agreements we may have with you;
- (j) to report to a credit reporting body any negative activity by you in relation to payment of moneys owing to us (e.g. to report late payments and defaults);
- (k) for communication purposes (e.g. to send administrative messages to you or contact you to discuss arrangements between you and Elevare);
- (l) to comply with any applicable laws; and
- (m) for any other purposes to which you have consented.

4.3. You agree that we may use your Personal Information for the purposes for which we collect it and for related purposes which would be reasonably expected by you.

5. How we share Personal Information with other parties

5.1. We may share your Personal Information with:

- (a) our affiliates and related companies;
- (b) our Partners and the suppliers and service providers who provide services to or for us in relation to our business operations including in relation to credit assessment, fraud prevention, identity verification, payment collection, marketing, customer service, and technology services;
- (c) our merchants, retailers and agents, so that they can provide goods or services to you or respond to a complaint by you, or to help them improve the quality and standard of service they provide for you;
- (d) financial institutions that we may partner with to create and offer a product;
- (e) credit reporting bodies and collection agencies, including to report account information (as permitted by law). When we share your Personal Information with credit reporting bodies we authorise them to use that information for the purposes of providing their credit reporting services. To request a credit report, we will provide information to the credit reporting body that identifies you;
- (f) banking partners as may be required by any credit card association rules or code for inclusion on their list of terminated merchants;
- (g) entities that we plan to merge with or be acquired by or who may invest in us;
- (h) law enforcement, government agencies or officials, or other third parties pursuant to a subpoena, court order, or other legal process or requirement applicable to us; when we need to do so to

comply with law or credit card rules; or when we believe, in our sole discretion, that the disclosure of Personal Information is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate suspected violations of our agreement with you;

- (i) your nominated referees so that we may check your references if you are applying for a position with us; and
- (j) other third parties with your consent or direction to do so.

- 5.2. You acknowledge that any of those third parties may be situated in a country outside Australia, where the laws that relate to Personal Information may be less stringent than in Australia. When we disclose your Personal Information to a person outside Australia, we will take reasonable measures to ensure that your information is held, managed and accessed in accordance with appropriate standards for the handling of Personal Information.
- 5.3. You acknowledge that a retailer, supplier or other merchant from whom you buy goods or services (using our Products to fund such goods or services) will have that person's own privacy policies, and we are not responsible for such person's actions, including their information protection practices.
- 5.4. We will only share your Personal Information with third parties as described in this Privacy Policy or as otherwise notified to you at the time of collection or otherwise with your consent.
- 5.5. You consent to us disclosing your Personal Information to any person and in such manner as is reasonably necessary to enable us to supply our Products or services to or for you.

6. Consent

- 6.1. We may request you to provide your consent for us to use and/or disclose your Personal Information if we need to use your Personal Information for a purpose that is not related to our Products or to a purpose for which it was collected.
- 6.2. When you provide us with your name, date of birth, residential address and similar information, you consent to us disclosing that information to credit reporting bodies and requesting an assessment of whether it matches personal information held by the body to assist in verifying your identity under anti-money laundering laws. The body may provide us with that assessment and use your personal information, and the names, residential addresses and dates of birth of other individuals, to prepare that assessment.
- 6.3. If there is a failure to verify your identity in the way described above, we will notify you. In Australia, we use Illion (<https://www.creditcheck.illion.com.au/>) to provide us with the assessment to assist in verifying your identity.
- 6.4. If you do not want to proceed in this way to verify your identity, you should contact us, as provided below.

7. What if I do not provide my consent?

- 7.1. You acknowledge that if you refuse to provide your Personal Information or consent (where required) or refuse to provide your consent to us providing your Personal Information to third parties then this may affect the provision of our Products to or for you.
- 7.2. You acknowledge that we may suspend, cancel or refuse to provide any service or product to you if you fail to provide us with your Personal Information or your consent that is reasonably necessary for the provision of that Product.

8. Credit Information

- 8.1. As contemplated by this Policy and as permitted by law, we may disclose and exchange *credit information* and *credit eligibility information* with credit reporting bodies (CRBs) and other credit providers.

- 8.2. For the purposes of this policy, “credit information” means credit information as defined in the Privacy Act and it includes Personal Information such as repayment history information, default information and payment information. “Credit eligibility information” means credit eligibility information as defined in the Privacy Act and it includes information that we obtain from or provide to a credit reporting body.
- 8.3. We manage your credit information and your credit eligibility information in accordance with this Privacy Policy. In particular:
- (a) we collect and hold credit information and credit eligibility information in accordance with the terms of this Privacy Policy;
 - (b) we derive information (about you) from other information (primarily credit reporting information about you) that we believe has a bearing on your credit worthiness and that we use in assessing your eligibility for credit;
 - (c) we collect, hold, use and disclose credit information and credit eligibility information relating to you for the purposes of assessing whether or not we should supply our Products to you and whether or not we should continue to supply our Products to you;
 - (d) you have certain rights in relation to your Personal Information. For example, subject to any exceptions in the Privacy Act, you have a right to access any Personal Information (including credit eligibility information) about you that is held by us. If you require access to that information, you should contact us by using the contact details set out below;
 - (e) you acknowledge that third parties we use to provide our Products and Services may be located outside Australia and may have privacy laws or rules which are different to Australia. You acknowledge that if a person located outside Australia breaches the Australian Privacy Principles, that person will not be bound by and you will not be able to seek redress under the Australian Privacy Act; and
 - (f) if we provide your Personal Information to members of our group or suppliers or persons, we deal with who are located outside Australia, then we will take reasonable measures to ensure that the recipient protects your Personal Information.

9. Controlling Online Interest-Based Ads

- 9.1. We sometimes work with online advertising vendors to provide you with relevant and useful advertisements (ads). This may include ads served on or through our Websites. This may also include ads served on other persons' websites. These ads may be based on your activities on our Websites or on third party websites.
- 9.2. Our Websites also use Google Analytics, a web analysis service of Google Inc. ('Google'). Google Analytics uses Cookies to monitor traffic to, and use of, the Websites. Information about the use of the Websites generated by these Cookies is generally transferred to a Google server in the USA and stored there. Google uses this information on our behalf to evaluate your Website usage, to compile reports on the Website's activities, and to provide additional services connected with the Websites. We will not identify you to Google and will not merge personal and non-personal information collected through this service. You can prevent the use of Google Analytics Cookies by adjusting the settings on your browser software, however, you may not be able to fully use all of the functions of the Websites if you do so.
- 9.3. In addition to Google Analytics, we may also use other third-party analytics tools to monitor, analyse and collect information about your use of the Websites.

10. What about marketing and subscription?

- 10.1. We may use your Personal Information to send you marketing information about Elevare's products and services from time to time. You may unsubscribe from these marketing materials or update your preferences (e.g. change means of communication) by using our website, by contacting us or selecting the unsubscribe option on each marketing material we send to you.

- 10.2. You acknowledge that unsubscribing from marketing materials may take up to 14 days to process. Once you have unsubscribed, we may still continue to contact you for other transactional or information purposes (for example, to manage your Elevare account or to deal with any payment or service issues, etc.).

11. What about cookies and browsing services?

- 11.1. Some of Elevare's websites or online services track IP addresses or use cookies, which are small files of data that are placed on your internet browser. These are used to enhance your user experience by offering more tailored and efficient online service. For example, by using cookies your personal details and password may be stored on the browser and will automatically populate next time you visit the website.
- 11.2. We also use cookies to better understand your activities on our Websites and third party websites. We may share information generated by these cookies to third party analytics or online advertising vendors who may use this information to evaluate your webpage activities and tailor their advertising to you.
- 11.3. We may share certain cookies information to third parties for the purposes of verifying your identity and Elevare account details and to facilitate the provision of our Products to you.
- 11.4. You are able to disable or block some or all cookies through the setting function of your browser. However, by disabling or blocking cookies you may interfere with your access to, and the functionality of, some or all parts of our Website and the provision of our services to you.

12. Protecting Personal Information

- 12.1. We will keep your Personal Information secure by taking reasonable steps to protect it from misuse, loss, and unauthorised access, use, modification, and disclosure.
- 12.2. We protect your information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorised access, disclosure and alteration.
- 12.3. For example, we take all reasonable steps to maintain a PCI DSS Level 1 compliant environment to reduce the risk of loss, theft or misuse of your Personal Information.
- 12.4. We review our internal and technological processes regularly to ensure that we provide your Personal Information with a high level of protection. However, despite the steps that we take, we cannot guarantee that your Personal Information will be absolutely secure. By providing your Personal Information to us, you agree to accept all security risks associated during the transmission of your Personal Information to us and you acknowledge that once we receive your information, we will take reasonable steps to secure and safeguard your Personal Information.

13. Our Legal Obligations

General

- 13.1. We take the privacy of your Personal Information seriously and in addition to safeguarding your rights under this Privacy Policy, we also ensure strict compliance with our legal obligations relating to your Personal Information. These include the following:
- (a) *Privacy Act 1988 (Cth)* which requires us to notify you and the Australian Information Commissioner about any "eligible data breaches". This includes any misuse, loss or unauthorised disclosure of your Personal Information that is likely to result in serious harm and cannot be prevented using remedial action.

Our procedures and policies allow us to monitor, detect and attempt to remedy potential security breaches promptly. You will be informed of any potential breaches as soon as we become aware of them. You are also responsible for reporting to us any suspicious or irregular activities during use of our Website or other Elevare platform.

- (b) *Privacy Act 1988 (Cth)* in relation to the disclosure of your credit-related information; and
- (c) *Spam Act 2003 (Cth)* which regulates the amount and content of electronic messages we provide to you (including via mobile phone or email). By providing your email address and mobile number you consent to receiving email and/or text communications from us. You may unsubscribe from receiving emails and/or texts from us at any time by selecting the "unsubscribe" link in any advertising or promotional message or by contacting us directly. We will remove you from the marketing database as soon as reasonably practicable.

14. Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) Laws

14.1. You acknowledge that:

- (a) we are subject to the Anti-Money Laundering and Counter-Terrorism Financing laws (AML/CTF) which prohibits us from dealing with the proceeds of funds or assets relating to criminal activity or terrorist activities (wherever committed). This includes the provision of finance to any persons or entity involved (or suspected to be involved) in criminal activities, terrorism or any terrorist act; and
- (b) the AML/CTF laws may prohibit us from offering, or entering into, services or conducting transactions with you; and
- (c) the AML/CTF laws may require us to implement certain customer identification procedures that may require you to disclose personal information and supporting evidence to verify this information.

14.2. You agree:

- (a) that we are not required to accept or execute any instruction, or take any other action under, or in connection with, any agreements or arrangements we have with you if we are not satisfied as to your identity;
- (b) where we suspect on reasonable grounds that by doing any of the acts above we may breach any law (in Australia or in any other country), including the AML/CTF laws, then we may delay, block or refuse to release any monies relating to your Elevare account; and
- (c) that we will not be liable to you for any loss you suffer caused by reason of any action taken or not taken by us in relation to any AML/CTF laws, our interpretation (or misinterpretation) of any AML/CTF laws, any process that we undertake or do not undertake (right or wrong) in relation to any AML/CTF laws or any other matter relating to or arising from any AML/CTF laws.

14.3. You agree to provide all information and documents to us which we require to enable us to comply with any law in Australia (or any other country), including the AML/CTF laws, and you agree that we may disclose information about you, transactions you undertake or any other such information required by law.

14.4. You agree that all information provided to us will be based on reliable, independent and current documentation or supporting evidence, which will be updated by you when required, and that we rely on this information to comply with our obligations required by law, including the AML/CTF laws.

14.5. You undertake that any payment of monies under any agreements you have with Elevare or any instructions given by you will not breach the AML/CTF laws and you agree to indemnify us against any loss that we suffer or incur as a result of you breaching this undertaking.

14.6. You acknowledge that any information provided by you to us pursuant to any agreement you have with us or this Privacy Policy may be retained by us for a period of 7 years after the agreement with you and Elevare ends and you consent to us disclosing this information to third parties as outlined in this Privacy Policy or as required by law, including the AML/CTF laws.

15. Your rights

- 15.1. Subject to any agreements you may have with us and any applicable law, you have certain rights to your Personal Information that we hold. These include:
- (a) you may access Personal Information (including information relating to your credit eligibility). We will endeavour to deliver information requested by you within a reasonable time and in a reasonable manner and should we refuse to supply the information requested, we will notify you of the reason for our decision;
 - (b) you may update or correct your Personal Information at any time by contacting us or where relevant, through your online Elevare Account; and
 - (c) you may instruct us to stop using your Personal Information for direct marketing purposes.

16. Changes to this Privacy Policy

- 16.1. We may update our Privacy Policy from time to time. Any change made to our Privacy Policy will be effective once it is posted on our Website. We may notify you via email or mail of any change to the Privacy Policy which we believe materially affects you. We recommend that you check our Website frequently for any changes or updates to our Privacy Policy.
- 16.2. Please make a request to us directly if you require us to notify you of any updates made to this Privacy Policy.

17. Queries or Complaints

- 17.1. If you have any concerns or queries regarding your Personal Information, this Privacy Policy or if you wish to exercise your rights under this policy, please contact us directly as follows:

Elevare Pay Easy Pty Ltd
Address: 2/273 Abbotsford Road, Bowen Hills, Queensland 4006
Email: help@elevarepayeasy.com.au
Phone: 1300 019 417

- 17.2. We aim to acknowledge receipt of all correspondence from you within 5 Business Days and to resolve all matters within 21 Business Days. Where we cannot answer your query within 21 Business Days, we will notify you promptly of this, the reason for the delay and an anticipated response date.
- 17.3. If you are not satisfied with the way we handle your query, you may contact the Office of the Australian Information Commissioner using the details below:

Office of the Australian Information Commissioner
GPO Box 5218, Sydney NSW 2001
Telephone: 1300 363 992
Email: enquiries@oaic.gov.au
Website: <https://www.oaic.gov.au/about-us/contact-us/>