



**MATAE**

by Advance Change Pty Ltd

## **Data Privacy Policy**

August 5, 2021

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## 1 General

### 1.1 In this Policy:

- (a) **Claim** means any claim in law or equity, or under statute, for a remedy of any nature whatsoever, whether contingent, prospective, actual or otherwise and including any and all claims, actions, sums of money, arbitrations, suits, counterclaims, demands, causes of action, debts due, verdicts, judgments, Losses, account reckonings, proceedings and charges;
- (b) **Law** means any law or legal requirement, including at common law, in equity, under any statute, regulation or by-law and any decision, directive, guidance, order, decree, guideline or requirements of any authority;
- (c) **Loss** means any damage, loss, expense and cost whatsoever including any cost or expense regarding any Claim and any legal costs and expenses of any nature;
- (d) **User, you or your** means any person who accesses and uses the Websites; and
- (e) **Websites** means <https://adgsolutions.com.au/> or any other website owned or operated by ADG.

### 1.2 This Policy has been prepared in accordance with:

- (a) applicable Australian privacy and data protection laws, including the *Privacy Act 1988* (Cth) (**Privacy Act**) and the Australian Privacy Principles contained therein; and
- (b) the General Data Protection Regulation (EU) 2016/679 (**GDPR**),

as applicable.

### 1.3 This Policy applies to ADG's collection and disclosure of your Personal Information (as defined in clause 2.2) when you use the Websites or otherwise interact with ADG.

### 1.4 This Policy is intended to describe what information ADG collects and/or processes; how ADG uses it; and under what circumstances, if any, ADG discloses any Personal Information. Please read this Policy before using the Websites or before submitting any Personal Information to ADG. By using the Websites, interacting with ADG or submitting any Personal Information to ADG, you are accepting the practices described in this Policy.

### 1.5 ADG may in its absolute discretion elect to amend or replace this Policy by uploading a revised version of the Policy on the Websites from time to time. A copy of the most up to date version of this Policy will be made available to view at [matae.io](https://matae.io). Any changes made to this Policy will apply immediately from the date ADG uploads the revised Policy to [matae.io](https://matae.io). In addition, ADG may, but is not obliged to, notify you by email of any updates to this Policy. ADG strongly encourages you to refer to this Policy on an ongoing basis to understand your rights under the Policy. Unless otherwise stated, the most current Policy will apply to all information ADG has about you. If you do not agree with the practices outlined in this Policy, you must immediately stop accessing the Websites or interacting with ADG.

## 2 Types of Information Collected

- 2.1 When you use the Websites or interact with ADG, ADG may collect your Personal Information, Sensitive Information and Statistical Information – all of which are defined in clauses 2.2, 2.3 and 2.4 below, respectively.
- 2.2 **Personal Information** includes information which identifies a natural person, or by which the person's identity may be reasonably determined. It may include a person's full name, mailing or residential address, date of birth, bank account details, signature, credit card details, phone number and email address, as well as well as "personal data" (for the purposes of the GDPR) or Sensitive Information. For the purpose of this Policy, the term Personal Information also includes:
- (a) information we collect through your interactions with ADG or other interactions with content on the Websites; and
  - (b) personal information obtained from a third party which, under and in accordance with the Privacy Act, may lawfully be exchanged.
- 2.3 **Sensitive Information** includes information (or an opinion) about an individual's racial or ethnic origin, political opinions, membership of a political association, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices or criminal record, as well as information about an individual's health, genetic information or biometric information.
- 2.4 **Statistical Information** includes the internet protocol (IP) address of your device used to connect to the Websites created by ADG, time zone setting, language preferences, location data, information about your browser, phone, hardware and software (including your hardware model, operating system version, device memory, advertising or unique application or device identifiers and (potentially) information about your applications installed, battery level, as well as other information which does not identify you personally, but which tracks your usage of the Websites or interaction with ADG.
- 2.5 ADG also collects information automatically (through the use of cookies) on the Websites, as discussed in this Policy further below.

## 3 Personal Information about third parties

- 3.1 If at any time you supply ADG with Personal Information or Sensitive Information about another person, you must ensure that you have written consent from that person to do so, and you must agree to inform that person about ADG, this Policy and the fact that ADG may use and disclose their Personal Information in accordance with and for the purposes outlined in this Policy.

## 4 How ADG Collects Personal Information

- 4.1 ADG will not ordinarily collect any Personal Information about you except where you provide it to ADG (either directly, or interacting with content on the Websites), or where it is provided to ADG with your authority.
- 4.2 ADG collects Personal Information when you:
- (a) interact with content on the Websites;
  - (b) provide ADG with feedback, make an enquiry or request of ADG or make a complaint; and/or
  - (c) do business with ADG.

- 4.3 In the event ADG receives unsolicited Personal Information about you (ie. where ADG has taken no active steps to collect the Personal Information), it will only be collected where:
- (a) such collection is reasonably necessary for, or directly related to, one or more of ADG's functions or activities; and
  - (b) ADG either:
    - (i) obtains your consent; or
    - (ii) is authorised or required to do so by Law.
- 4.4 Where clause 4.3 does not apply, ADG will (as soon as practicable) destroy or de-identify any unsolicited Personal Information that ADG receives.
- 4.5 Where clause 4.3 applies, ADG will treat the Personal Information in accordance with the Privacy Act and this Policy.

## 5 How ADG uses Personal Information

5.1 ADG will collect Personal Information for the purposes set out in clauses 5.2 to 5.4 inclusive. ADG will make every reasonable effort to advise you of the specific purposes for which ADG is required to collect your Personal Information before that Personal Information is to be collected.

### 5.2 *To provide, develop and improve the Services*

You authorise ADG to use your Personal Information to:

- (a) contact you in relation to your use of the Websites or your interaction with ADG, including (without limitation) to notify you of any modifications to this Policy or any other terms of service;
- (b) notify you about promotions or other communications;
- (c) make improvements to the Websites. For example, ADG may track any troubleshooting issues and compatibility issues with various operating platforms and devices to ensure you have proper and stable access to the Websites, and to implement updates where necessary; and
- (d) measure the performance of ADG's services and to understand how its services are used. For example, ADG may analyse users' interactions with the Websites so ADG can optimise the experience of its users.

### 5.3 *To ensure compliance*

Additionally, the purposes for which ADG will generally collect and use your Personal Information (for which you authorise ADG to do so) will include:

- (a) to comply with all Laws (including but not limited to, where considered necessary by ADG, verifying your identity to prevent fraud or other unauthorised or illegal activity);
- (b) to perform ADG's administrative operations, including accounting, risk management, payment processing, record keeping, archiving, and development and testing; and
- (c) to manage ADG's rights and obligations under this Policy or any of its terms of service;

### 5.4 *Marketing and other Communications*

ADG may send you email marketing communications to:

- (a) provide you with information about the Websites, products or services;
- (b) invite you to participate in promotions or ask you for feedback; and/or
- (c) communicate with you for other marketing purposes.

In doing so, ADG will always provide you with the option to unsubscribe from ADG's marketing communications. If you do not want to receive marketing communications from ADG, please contact ADG through the Websites or by email.

## **6 Disclosure of Personal Information**

- 6.1 By accessing the Websites or interacting with ADG, you consent to the disclosure of your Personal Information in accordance with this Policy.
- 6.2 ADG takes the protection of your Personal Information very seriously. ADG will only disclose your Personal Information to its employees, officers, insurers, professional advisers, agents or contractors (including potentially where these parties are based overseas) and insofar as such disclosure is necessary to enable ADG to perform its obligations and to act in accordance with this Policy. Such Personal Information will not be disclosed or used other than as specified in this Policy without your express consent, which will be stored in ADG's records.
- 6.3 ADG will not use or disclose your Personal Information for any purpose other than as disclosed in this Policy unless:
- (a) ADG has obtained your consent to its use or disclosure; or
  - (b) the purpose is related to the purposes disclosed in this Policy and an individual would reasonably expect ADG to use or disclose that Personal Information in that manner.
- 6.4 ADG may also disclose your Personal Information to other third parties from time to time. Subject to what is permitted by Law, the types of third parties to whom ADG may disclose your Personal Information may include:
- (a) ADG's agents, contractors and external advisors (such as legal and financial advisors) whom ADG engages from time to time to carry out, or advise on, ADG's functions and activities;
  - (b) business partners; and/or
  - (c) regulatory bodies, government agencies, law enforcement agencies and courts.
- 6.5 Unless otherwise specified in this Policy or as required by Law, you authorise ADG to disclose your Personal Information and Statistical Information to third parties:
- (a) where ADG assigns, transfers, sells or otherwise licenses its rights under this Policy to a third party. Where this occurs, ADG will (if possible) notify you using the Personal Information provided;
  - (b) where ADG reasonably believes (acting in good faith) that such disclosure is necessary in order to investigate, prevent or take action regarding illegal activities (including without limitation suspected fraud), situations involving potential threats to the physical safety of any person, violations of this Policy or any of ADG's other terms of service, or as otherwise required by Law;

- (c) in a business transaction including (but not limited to) a merger with or acquisition by another company, or the sale of all or a substantial portion of ADG's assets, of which your Personal Information and Statistical Information may be among the assets transferred. Where this occurs, ADG will (if possible) notify you using the Personal Information provided; and
  - (d) where such disclosure is required by Law, or where ADG reasonably believes in good faith that such disclosure is necessary to protect ADG's rights.
- 6.6 You consent to ADG disclosing Statistical Information to third parties including, without limitation, to analytics companies and ADG's business partners, to help ADG understand usage patterns, to assist in Websites and product development and for advertising purposes (subject to what is permitted by Law).
- 6.7 ADG may from time to time disclose your Personal Information to overseas entities who may not be bound by Australian Law. Where ADG discloses your Personal Information to overseas recipients, ADG will make every reasonable effort in the circumstances to ensure that the overseas recipients comply with this Policy and any applicable Australian Law concerning the protection of Personal Information, unless:
  - (a) ADG reasonably believes that the overseas recipient is bound by Laws that are substantially similar to the Privacy Act which can be enforced against the overseas recipient; or
  - (b) you give ADG an informed consent to the disclosure of your Personal Information to an overseas recipient who may not be bound by Australian Law; or
  - (c) the disclosure to an overseas recipient is authorised or required by Australian Law (including the Privacy Act).
- 7 How ADG Uses Cookies**
- 7.1 If you continue to access the Websites, you agree to ADG's use of tracking technologies, referred to as cookies, to track and record your usage. Cookies are text files placed on your computer or compatible device to collect standard internet log information and visitor behaviour information.
- 7.2 When you access or use the Websites, ADG will automatically use cookies to collect technical information including:
  - (a) Statistical Information; and
  - (b) information about your interaction with the Websites, activity on third party websites which are linked to the Websites, and views and interactions with content on the Websites.
- 7.3 You may control the technical information ADG collects, including through your browser or device settings. In doing so, you:
  - (a) acknowledge some of ADG's services may not function properly if you choose to disable cookies; and
  - (b) release ADG and any of its related bodies corporate from any and all Claims, liability and Losses which may arise out of, result from, or relate in any way to your decision to disable cookies (including any limitation on your ability to use the Websites or services provided by ADG).

## **8 GDPR**

- 8.1 ADG will comply with the principles of data protection (including as set out in the GDPR) for the purpose of fairness, transparency and lawful data collection and use.
- 8.2 ADG will process Personal Information as a processor and/or, to the extent relevant, as a controller (as those terms are defined in the GDPR).
- 8.3 ADG must have a legal basis to process Personal Information which it collects. ADG relies on several legal bases to process Personal Information in accordance with this Policy, including:
- (a) where the person has consented to the processing of Personal Information by ADG (which consent may be withdrawn at any time);
  - (b) for ADG's legitimate interests to operate, provide or improve the Website or its products and services;
  - (c) where necessary to provide access to, and use of, the Website; and/or
  - (d) where ADG is authorised or required by Law to do so.
- 8.4 ADG will only process any Personal Information that is considered Sensitive Information if the person expressly consents to it being provided to it being provided to ADG.
- 8.5 Where a person has (directly or indirectly) provided consent to ADG processing their Personal Information, the consent may be withdrawn at any time with future effect – i.e. the withdrawal of consent does not affect the lawfulness of processing based on the consent before its withdrawal. If consent is withdrawn, ADG will only continue processing the person's Personal Information where ADG is permitted or obliged to do so by Law (including under the GDPR).

## **9 Your Rights Under this Policy**

- 9.1 This clause 8 sets out the rights you have in relation to how your Personal Information is obtained and used.
- 9.2 Except as otherwise provided by Law, you have the following rights in connection with your Personal Information we have collected:
- (a) the right to be informed how your Personal Information is being used;
  - (b) the right to access your Personal Information (and ADG will provide you with a free copy of it);
  - (c) the right to correct your Personal Information if it is inaccurate or incomplete;
  - (d) the right to delete your Personal Information (which is also known as "the right to be forgotten");

- (e) the right to restrict processing of your Personal Information;
- (f) the right to retain and reuse your Personal Information for your own purposes;
- (g) the right to object to your Personal Information being used; and
- (h) the right to object against automated decision making and profiling.

9.3 You are encouraged to contact ADG at any time if you wish to exercise your rights in relation to this Policy. ADG reserves the right to request you verify your identity before ADG acts on any request made by you.

## 10 Storage of Personal Information

- 10.1 ADG implements a variety of security measures to maintain the safety of your Personal Information. Your Personal Information is held on our company servers located in Australia (as determined by ADG from time to time) in a controlled, secure environment where it is protected from unauthorised access, use or disclosure.
- 10.2 ADG's servers may at times be located overseas in countries which are not bound by the Privacy Act, and you hereby expressly consent to the disclosure of your Personal Information to overseas recipients. In doing so, you agree that ADG is not obliged to ensure that the overseas recipient does not breach the Australian Privacy Principles in relation to that information.

## 11 Security of Personal Information

- 11.1 ADG will use all reasonable efforts to keep secure your Personal Information, Statistical Information and all other information that you transmit to ADG through your use of Websites, your interaction with ADG or otherwise. ADG will take all reasonable care to protect and prevent unauthorised access to, or modification and disclosure of, your Personal Information.
- 11.2 Notwithstanding clause 11.1 above, you acknowledge the internet is inherently insecure and no data transmission online can be guaranteed as fully secure. Accordingly, ADG cannot guarantee or warrant the security of any information (including Personal Information) you provide through your use of the Websites. You understand that any Personal Information you provide to us is done so at your own risk.
- 11.3 If ADG becomes aware of a breach of security in relation to your Personal Information, ADG will immediately use all reasonable endeavours to take action to remedy the security breach, in order to limit the risk caused by unauthorised access to, or unauthorised disclosure of, your Personal Information before any serious harm is suffered as a result of the breach.
- 11.4 If ADG becomes aware of a breach of security, and a third party has, without authorisation:
- (a) accessed your Personal Information; or
  - (b) disclosed your Personal Information to another third party,

**(Data Breach),**

and a reasonable person would conclude that such unauthorised access or disclosure is likely to result in serious harm to you, then ADG will (as required by Law) notify you and the Office of the Australian Information Commissioner (**OAIC**) with details of the Data Breach, including details of how ADG believes the Data Breach has occurred and to what Personal Information such Data Breach relates, and the steps that you can take in response to the Data Breach.

- 11.5 If ADG becomes aware of a Data Breach in which your Personal Information is lost, and ADG has reasonable grounds to believe that:
- (a) unauthorised access to, or unauthorised disclosure of, your Personal Information is likely to occur; and
  - (b) if unauthorised access to, or unauthorised disclosure of, your Personal Information occurs, a reasonable person would conclude that such unauthorised access or disclosure is likely to result in serious harm to you,

Then ADG will notify you and the OAIC with the details of the Data Breach, including details of how ADG believes the Data Breach has occurred and to what Personal Information such Data Breach relates, and the steps that you can take in response to the Data Breach.

- 11.6 You acknowledge and understand that if you access the Websites from outside Australia, other entities including, potentially, foreign governments, may collect, use and disclose your Personal Information in ways which differ from this Policy and the Laws of Australia, and that ADG will in such circumstances have no control over such collection of your Personal Information (and are not liable in relation to such collection).

## 12 How long your Personal Information is stored

- 12.1 You consent to ADG retaining your Personal Information for as long as necessary to fulfil the purposes for which ADG has collected it, including in order to satisfy any Law.
- 12.2 To determine the appropriate retention period for Personal Information, ADG will consider the amount, nature and sensitivity of the Personal Information collected from you, the potential risk of unauthorised use or disclosure of your Personal Information, the purposes for which ADG processes the Personal Information and whether ADG can achieve those purposes through other means. ADG will also at all times have regard to the applicable legal requirements under the Privacy Act (as applicable).

## 13 Third parties

- 13.1 Where ADG provides your Personal Information to third parties in accordance with this Policy, you acknowledge and agree that:
- (a) the use of your Personal Information by third parties is not in ADG's reasonable control;
  - (b) third party websites may place their own cookies or other files on your computer or compatible device, solicit Personal Information from you and may or may not use your Personal Information in accordance with their own privacy policies which may differ from this Policy; and
  - (c) it is your responsibility to familiarise yourself with the privacy policy of any third-party website you visit which collects Personal Information about you and to use your discretion when providing such Personal Information.
- 13.2 If ADG discloses Personal Information to a third party, ADG will always act to protect it in accordance with this Policy. However, you agree that ADG will not be liable for any Loss or

liability which may be incurred as a result of, or in connection with, or in relation to any use of your Personal Information by a third party to whom ADG validly disclosed the Personal Information (and you agree to make no claim against ADG in that regard).

#### **14 How to Contact ADG**

14.1 If you believe that the privacy of your Personal Information has been compromised or that your Personal Information has not been used in accordance with this Policy, you should contact ADG as soon as possible using the means on the Websites or at:

Email: [support@matae.io](mailto:support@matae.io)

#### **15 How to Contact the Office of the Australian Information Commissioner**

If you do not receive a satisfactory response from ADG, or you believe that ADG has not handled your complaint satisfactorily, you may wish to refer your complaint to the Office of the Australian Information Commissioner at:

Address: GPO Box 5218, Sydney NSW 2001

Email: [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)

Phone: 1300 363 992