

# **BLAST BUDDY**

## **Blast Buddy Privacy Policy**

Last Updated: 9<sup>th</sup> October 2025

### **1. Introduction & Scope**

- 1.1. Invicta Prospects Group Pty Ltd (“IPG”, “we”, “us”, or “our”) is the provider of Blast Buddy, a software platform designed to support operational safety, training, and research by integrating data from blast exposure sensors, cognitive assessments, and related tools.
- 1.2. This Privacy Policy explains how we collect, use, disclose, and protect personal information when you:
  - a. Use the **Blast Buddy desktop, mobile and web applications** (the “App”);
  - b. Access or interact with the **Blast Buddy platform**;
  - c. Participate in pilots, training programs, or evaluations conducted by your organisation using Blast Buddy;
  - d. Provide information through our **website** or related services; and
  - e. Use **integrations** with authorised third-party providers such as BlackBox Biometrics, DANA Brain Vital, or GLIA Diagnostics.
- 1.3. This Privacy Policy applies to:
  - a. **Agency customers** (e.g., law enforcement or defence organisations) who contract with IPG to provide Blast Buddy to their personnel;
  - b. **Commercial customers** (e.g., private security firms, defence contractors, or training companies) who contract with IPG;
  - c. **Research and academic partners** (e.g., universities, medical institutions, or research organisations) who use Blast Buddy for evaluation or study purposes; and
  - d. **Individual users** who access the App directly via the internet, Apple App Store, Google Play Store, or through agency, commercial, or research deployment.
- 1.4. Where Blast Buddy is provided under an organisational contract (for example, to a military, law enforcement agency or a commercial company), that organisation is typically the **data controller**, and IPG acts as a **data processor** on their behalf. Where you download and use Blast Buddy as an individual user, IPG acts as the data controller for your personal information.

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## 2. Definitions

- 2.1. For clarity, the following terms have the meanings set out below when used in this Privacy Policy. These definitions are intended to help you understand how we describe different types of information, users, and responsibilities.
- 2.2. **Personal Information** means any information that identifies, relates to, or can reasonably be linked to an individual. This may include names, contact details, account information, device identifiers, or usage data.
- 2.3. **Sensitive Information / Health Data** means categories of Personal Information that relate to health, cognitive performance, or other physiological measures. In Blast Buddy, this may include results from cognitive assessments, biomarker diagnostics, or other physiological data provided through Related Tools.
- 2.4. **Related Tools** means third-party hardware, software, or diagnostic services that Blast Buddy may integrate with. These may include blast exposure sensors (such as B3 Blast Gauges), cognitive assessment platforms (such as DANA Brain Vital), biomarker diagnostics (such as GLIA Diagnostics), or other authorised integrations.
- 2.5. **Agency Customers** means military, law enforcement, defence, or government organisations that contract with IPG or an authorised reseller to provide Blast Buddy to their personnel.
- 2.6. **Commercial Customers** means public or private companies, security providers, contractors, or training organisations that contract with IPG or an authorised reseller to provide Blast Buddy to their personnel.
- 2.7. **Research and Academic Partners** means universities, medical institutions, or research organisations that use Blast Buddy for study or evaluation purposes.
- 2.8. **Individual Users** means people who download and use Blast Buddy directly via the Apple App Store, Google Play Store, desktop distribution, or through the internet outside of an organisational contract.
- 2.9. **Data Controller** means the party that determines the purposes and means of processing Personal Information. Depending on the context, this may be an Agency Customer, a Commercial Customer, a Research Partner, or IPG.

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2.10. **Data Processor** means the party that processes Personal Information on behalf of a Data Controller. In organisational deployments, IPG typically acts as a Data Processor.

2.11. **The Service** means the Blast Buddy software platform, including the mobile, desktop, and web applications, the associated platform and infrastructure, and any authorised integrations with third-party tools or services.

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## **3. Information We Collect**

3.1. When you use Blast Buddy, we may collect the following types of information depending on whether you are an agency, commercial, research, or individual user. Information we collect may include:

### 3.2. Information you provide directly

- a. Account details such as name, email address, contact information, and login credentials.
- b. Profile information provided by you or your organisation (for example, unit, role, or training assignment).
- c. Demographic information, such as age range, sex, rank, service branch, years of experience, or other non-identifying background data, where collected for research, statistical, or operational analysis purposes.
- d. Information submitted through support requests, surveys, feedback forms, or other communications with us.
- e. Payment and billing details where purchases are made directly (for example, subscription fees or in-app purchases).
- f. Consents, preferences, or settings you select within the App.

### 3.3. Integration data

- a. Blast exposure data recorded by integrated sensors (such as B3 Blast Gauges or other Related Tools).
- b. Cognitive assessment results (such as DANA Brain Vital).
- c. Biomarker or diagnostic data where integrated (such as GLIA Diagnostics).
- d. Data from other authorised integrations, which may include physiological, cognitive, wellness, or performance-related information (for example, sleep tracking, heart-rate monitoring, or other wearable devices).
- e. Results generated through participation in training programs, research studies, or evaluation pilots conducted with partners.
- f. Integration data is provided for informational and research purposes only and does not imply or provide any guarantee of safety, medical outcomes, or training performance.

### 3.4. Device and usage data

- a. Device identifiers, operating system, hardware type, browser type, and application version.
- b. Log files including IP address, time zone, language settings, crash reports, and performance metrics.
- c. Usage data such as features accessed, frequency and duration of use, completion of assessments, and interaction with notifications or reminders.

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- d. Location information, where enabled by the user or required for certain functions.
- e. Cookies, pixels, or similar technologies on the website to analyse traffic and usage patterns.
- f. Other technical information collected automatically when you use the Service, which may include data about your device, software configuration, connectivity, or interactions with our platform, as permitted by applicable law.

## 3.5. Sensitive information

- a. Only collected where strictly necessary for the operation of the Service.
- b. May include health-related or physiological data such as cognitive test results, biomarker readings, or stress-related measures.
- c. May include data revealing physical performance, fatigue, or recovery status where collected from authorised integrations.
- d. Such information is processed in accordance with applicable laws, ethical requirements, and contractual obligations with agencies or research partners.
- e. Sensitive information may also include other categories of personal or physiological data provided through future authorised integrations, where relevant to supporting the safety, training, or research purposes of the Service.
- f. Use of the Service and any related data does not imply or provide any guarantee of safety, medical outcomes, or training performance.

## 3.6. Information we receive from third parties

- a. Data provided by your organisation (such as enrolment details or participant identifiers).
- b. Information supplied by research or academic partners conducting studies in which you participate.
- c. Data shared by authorised laboratories, diagnostic providers, or integration partners.
- d. Information from app stores, payment processors, or distribution partners that facilitate your access to the Service.
- e. Aggregated or de-identified data sets from partners used to improve our services and research.
- f. We may also receive other categories of information from third parties in the future, as permitted by law and subject to contractual obligations, where this is necessary to provide or improve the Service.

## 3.7. Cookies and similar technologies

We may use cookies, pixels, and similar tracking technologies on our website and in certain parts of the Service to:

- a. Enable essential functionality (such as login and account security).
- b. Analyse usage patterns to improve the Service.

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- c. Provide aggregated statistics and performance reports.
- d. Most web browsers allow you to control cookies through their settings, including blocking or deleting them. Some features of the Service may not function properly without certain essential cookies.

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## **4. How We Use Information**

- 4.1. We use the information collected through the Service for the following purposes:
  - 4.2. Service delivery
    - a. To provide, operate, and maintain the App and platform.
    - b. To create and manage user accounts and authentication.
    - c. To enable integrations with authorised third-party tools and services.
    - d. To provide customer support, technical assistance, and training resources.
  - 4.3. Safety, training, and research support
    - a. To assist agencies, commercial customers, and research partners in monitoring and managing blast exposure and related factors.
    - b. To generate insights that may support training effectiveness, readiness, and operational safety.
    - c. To enable de-identified or aggregated research and performance analysis.
    - d. To contribute to academic or clinical studies where appropriate consents or agreements exist.
  - 4.4. Product improvement and innovation
    - a. To analyse usage patterns and identify trends.
    - b. To evaluate performance and reliability of integrations and features.
    - c. To develop new functions, services, or analytical capabilities.
    - d. To conduct internal testing, quality assurance, and optimisation.
  - 4.5. Compliance and protection
    - a. To comply with legal, regulatory, and contractual obligations.
    - b. To prevent, detect, and investigate fraud, misuse, or unauthorised access.
    - c. To protect the rights, property, and safety of users, organisations, or IPG.
    - d. To maintain audit trails and security logs as required by law or policy.
  - 4.6. Communications
    - a. To send service-related notices such as updates, feature changes, and security alerts.
    - b. To provide marketing, educational, or research communications where legally permitted or where consent has been provided.
    - c. Users can opt out of non-essential communications at any time through provided settings or links.
  - 4.7. Legal purposes
    - a. To establish, exercise, or defend legal claims.

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- b. To respond to lawful requests from public authorities.
  - c. To enforce our agreements and protect IPG's legal interests.
- 4.8. The information collected and processed through the Service is intended to support safety, training, and research functions. It does not guarantee safety, medical outcomes, or performance results.
- 4.9. The information and insights provided through the Service are intended to support, not replace, professional judgment. Users and organisations remain responsible for interpreting and applying data in accordance with their own operational procedures, policies, and applicable legal or regulatory standards.

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## **5. Data Sharing & Disclosure**

5.1. We disclose personal information only as described below or when required by law.

### 5.2. Within IPG

- a. Personal information may be shared internally among authorised IPG personnel who require access to perform their duties, such as software development, security, support, or compliance functions.
- b. All personnel are bound by confidentiality and access-control obligations.

### 5.3. With authorised third-party processors

We use carefully selected service providers to host, process, or analyse data on our behalf. These may include:

- a. Cloud hosting and storage providers (for example, Microsoft Azure).
- b. Cognitive assessment and diagnostics partners (for example, DANA Brain Vital and GLIA Diagnostics).
- c. Sensor and integration partners (for example, B3 Blast Gauges or other Related Tools).
- d. Analytics, software development, or support contractors engaged under data-protection agreements.
- e. Each processor is bound by written agreements that limit their use of data to the purposes defined by IPG and require appropriate security safeguards.

### 5.4. With customers and research partners

- a. When the Service is provided under an organisational contract, relevant data may be shared with that organisation to support their operational, training, or research objectives.
- b. Where applicable, data may be provided in aggregated or de-identified form for analysis, reporting, or research collaboration.

5.5. We may disclose information to law-enforcement agencies, courts, regulators, or other public authorities when required to do so by law or legal process, or to protect the rights and safety of users or IPG.

5.6. If IPG undergoes a merger, acquisition, restructuring, or asset transfer, personal information may be transferred as part of that transaction, subject to appropriate confidentiality and data-protection safeguards.

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- 5.7. We may share information with third parties for other purposes when you provide explicit consent or direction.
- 5.8. We may share aggregated, statistical, or de-identified data that does not personally identify individuals, to support research, reporting, or product development.
- 5.9. Data shared or disclosed under this section is handled in accordance with applicable privacy laws and contractual obligations.

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## **6. Legal Basis for Processing**

- 6.1. IPG processes personal information only where there is a lawful basis to do so. The applicable basis depends on the context in which the information is collected.
- 6.2. Processing is necessary to perform our contractual obligations with organisations or individual users, including providing access to the Service, maintaining accounts, and delivering requested functionality or support.
- 6.3. Processing may occur where it is necessary for IPG's legitimate business interests, such as improving the Service, ensuring security, preventing misuse, and conducting research and development, provided those interests are not overridden by your rights and interests.
- 6.4. Where required by law, or where sensitive information is involved, we rely on your explicit consent. You may withdraw consent at any time; withdrawal will not affect processing that occurred before consent was withdrawn.
- 6.5. Processing may be necessary to comply with legal or regulatory requirements, including data-protection, record-keeping, and safety obligations.
- 6.6. For certain projects undertaken with government, defence, or academic partners, processing may be carried out in the public interest or for scientific or historical research purposes, subject to appropriate safeguards.

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## **7. International Transfers**

- 7.1. IPG primarily stores and processes personal information in Australia and the United States through secure cloud infrastructure. However, certain service providers, research partners, or subcontractors may operate in other countries.
- 7.2. Where personal information is transferred outside Australia or the United States, IPG takes reasonable steps to ensure that the recipient provides a level of protection consistent with applicable Australian, or United States, or international data-protection standards.
- 7.3. Transfers may occur under contractual safeguards such as standard contractual clauses, data-processing agreements, or equivalent legal mechanisms. These instruments require recipients to implement appropriate security measures and restrict the use of personal information to authorised purposes only.
- 7.4. Some third-party partners and integrations (such as cloud hosting, analytics, or research collaborators) may process data in jurisdictions that differ from your own. In each case, IPG ensures that these partners comply with relevant privacy and security obligations.
- 7.5. To ensure availability, performance, and data resilience, IPG may store or process information in alternative data-hosting regions or other secure locations. Such transfers are managed in accordance with applicable privacy and security standards.
- 7.6. International data transfers do not alter IPG's commitment to maintaining the confidentiality, integrity, and security of personal information.

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## **8. Data Retention**

- 8.1. IPG retains personal information only for as long as necessary to fulfil the purposes for which it was collected, including providing the Service, meeting legal or regulatory obligations, resolving disputes, and enforcing agreements.
- 8.2. Retention periods vary depending on the nature of the information, the purpose of processing, and applicable legal or contractual requirements. Operational, account, and usage data are generally retained for the duration of the user's account or organisational contract, and for a reasonable period thereafter to enable account reactivation or support queries.
- 8.3. Where Blast Buddy is provided under an organisational contract, retention periods and deletion procedures are determined by the relevant organisation. IPG retains and deletes data in accordance with that organisation's written instructions or as otherwise required by law.
- 8.4. For users who access the Service directly, personal information is retained for as long as the account remains active. Users may request deletion of their data or closure of their account at any time, subject to verification and applicable legal obligations.
- 8.5. Certain data may be retained in de-identified or aggregated form for research, audit, or compliance purposes. We may also retain limited records necessary to demonstrate compliance with legal requirements or to establish, exercise, or defend legal claims.
- 8.6. When personal information is no longer required, IPG follows secure data-management procedures to remove or anonymise it. These processes include:
  - a. Secure deletion or de-identification of data using appropriate technical and organisational measures.
  - b. Use of de-identified data for analytics or research that does not identify any individual.
  - c. Deletion or de-identification performed in accordance with applicable data-protection standards and internal retention schedules.
- 8.7. Retention and deletion practices are managed in accordance with applicable laws, contractual obligations, and organisational policies.

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## **9. Security Measures**

- 9.1. IPG implements technical and organisational measures to protect personal information against unauthorised access, loss, misuse, alteration, or disclosure. These measures are designed to ensure a level of security appropriate to the risks associated with the processing and storage of such information.
- 9.2. Security measures include, but are not limited to:
  - a. Encryption of data in transit and at rest using industry-standard protocols.
  - b. Secure data hosting within environments that comply with internationally recognised information security standards.
  - c. Multi-factor authentication (MFA) and role-based access controls (RBAC) for administrative and operational users.
  - d. Network and system monitoring, logging, and alerting to detect and respond to unauthorised activities.
  - e. Regular security testing, patch management, and vulnerability assessments.
  - f. Strict access controls for contractors, researchers, and third-party processors under confidentiality agreements.
- 9.3. Regular training is conducted to ensure that employees and authorised contractors understand their data protection responsibilities.
- 9.4. In the event of a suspected or actual data breach, IPG will assess the impact, take immediate steps to mitigate harm, and notify affected parties and regulatory authorities as required by applicable law.
- 9.5. While IPG takes reasonable precautions to protect information, no system or method of electronic storage is entirely secure. Users and organisations are encouraged to maintain appropriate security practices, including protecting login credentials and limiting device access.
- 9.6. The standard hosting for the Service is within environments certified to ISO 27001 and SOC 2 Type II. For United States agency, commercial, or research customers, the Service can be hosted within environments authorised at the FedRAMP Moderate level, or higher, upon request.
- 9.7. Where the Service is hosted outside Australia or the United States, it is provided within environments that comply with the applicable regional privacy and data-protection frameworks, including:

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- a. General Data Protection Regulation (GDPR) and UK GDPR.
  - b. Australian Privacy Act 1988 and the Australian Privacy Principles (APPs).
  - c. Other equivalent regional or national data-protection standards, where required by law or contract.
- 9.8. The implementation of these measures and alignment with recognised standards does not imply or provide any guarantee of absolute protection, safety, or performance outcomes.

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## **10. Your Rights**

- 10.1. Individuals have certain rights in relation to their personal information, subject to applicable laws and organisational arrangements. These rights may vary depending on whether you are an individual user or part of an organisational deployment.
  
- 10.2. Subject to verification and legal limitations, individuals may have the right to:
  - a. Access personal information held about them.
  - b. Request correction of inaccurate or incomplete information.
  - c. Request deletion of personal information, where retention is no longer necessary.
  - d. Object to or restrict certain forms of processing.
  - e. Withdraw consent where processing is based on consent.
  - f. Request a copy of their data in a commonly used electronic format, where legally required (data portability).
  
- 10.3. Agency, commercial, or research users accessing the Service through an organisational account should first direct any requests or questions regarding their personal information to the relevant organisation, which acts as the Data Controller for that deployment.
  
- 10.4. Individual users who access the Service directly through an app store or other non-organisational channel may exercise their rights by contacting IPG using the details provided in Section 14 (Contact Information). IPG may require proof of identity before responding to such requests.
  
- 10.5. IPG will respond to verified requests within a reasonable timeframe and in accordance with applicable privacy laws. Certain requests may be denied where permitted or required by law, such as when disclosure would compromise security, confidentiality, or legal obligations.

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## **11. Children's Privacy**

- 11.1. The Service is not directed toward children under the age of 18. IPG does not knowingly collect or process personal information from individuals under this age unless authorised or supervised by a responsible organisation, such as a defence, law enforcement, or educational institution.
- 11.2. Where Blast Buddy is used in training or research environments that include participants under 18 years of age, the relevant organisation is responsible for ensuring that appropriate parental or guardian consent has been obtained and that all use complies with applicable laws, ethical standards, and institutional review requirements.
- 11.3. If IPG becomes aware that personal information has been collected from an individual under 18 without the required consent or authorisation, the information will be deleted or anonymised as soon as reasonably practicable.
- 11.4. Use of the Service by minors under supervision does not imply or provide any guarantee of safety, medical outcomes, or training performance.

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## **12. Cookies and Tracking**

12.1. IPG may use cookies, pixels, and similar tracking technologies on its website and within certain components of the Service to support functionality, analytics, and performance monitoring.

12.2. Cookies and similar technologies may be used to:

- a. Enable essential functions such as authentication, security, and account access.
- b. Analyse usage patterns to understand how the Service is used and to improve user experience.
- c. Provide aggregated statistics, diagnostics, and performance reports.
- d. Support communication preferences and feature customisation where applicable.

12.3. Most web browsers allow users to control cookies through their settings, including blocking or deleting them. Some features of the Service may not function properly if essential cookies are disabled.

12.4. For mobile applications, comparable analytics tools may be used to collect device or usage data for the same purposes described above. Users can manage certain permissions through their device settings.

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## **13. Changes to this Policy**

- 13.1. IPG may update this Privacy Policy from time to time to reflect changes in legal requirements, technology, operational practices, or the features of the Service.
- 13.2. When material changes are made, IPG will provide notice through appropriate means, such as an in-app notification, website banner, or email, where required by law or contract.
- 13.3. The updated version of this Privacy Policy will be identified by the “Last Updated” date at the top of the document. Continued use of the Service after an update constitutes acceptance of the revised terms, unless otherwise required by applicable law.
- 13.4. Users and organisations are encouraged to review this Privacy Policy periodically to stay informed about how IPG protects and manages personal information.

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## **14. Contact Information**

14.1. Questions, concerns, or requests relating to this Privacy Policy or IPG's handling of personal information should be directed to:

Invicta Prospects Group Pty Ltd  
Attention: Privacy Officer  
Email: [info@invictaprospcts.com](mailto:info@invictaprospcts.com)  
Address: Level 1, 3 Innovation Road, Macquarie Park, NSW 2113, Australia

14.2. Individuals or organisations based outside Australia may contact IPG using the same details.

Depending on the nature of the enquiry, IPG may coordinate with regional representatives or partners to respond appropriately.

14.3. If you are not satisfied with IPG's response or believe your privacy rights have been infringed, you may have the right to lodge a complaint with your local data-protection authority. In Australia, complaints may be directed to the Office of the Australian Information Commissioner (OAIC) at [www.oaic.gov.au](http://www.oaic.gov.au).