
PRIVACY POLICY

FOR

YOPP PTY LTD (ACN 645 889 569)

1 PRIVACY POLICY

1.1 YOPP Pty Ltd (ACN 645 889 569) is a company registered in Australia (the **Company**) and is committed to keeping your information safe and secure in accordance with the *Privacy Act 1988* (Cth) (the **Privacy Act**) and the Australian Privacy Principles contained therein, and to the extent applicable, the Privacy Act 2020 (NZ) (the **NZ Privacy Act**), the General Data Protection Regulation (EU) 2016/679 (**GDPR**) and the California Consumer Privacy Act (**CCPA**).

1.2 By engaging the Company's services (the **Services**), or using the Company's website (the **Website**) or Application (the **Application**) in Australia you are giving consent to the Company for the use of your private information in the manner set out in this Privacy Policy.

1.3 By engaging the Services, or using the Website or the Application in New Zealand you are giving consent to the Company for the use of your private information in the manner set out in this Privacy Policy, including the jurisdictional specific clauses applicable.

1.4 By engaging the Services, or using the Website or the Application in California you are giving consent to the Company for the use of your private information in the manner set out in this Privacy Policy, including the jurisdictional specific clauses applicable.

2 If you are engaging the Services or using the Website or the Application from the European Economic Area (the **EEA**), you consent to the Company's use of your personal data in the manner set out in this Privacy Policy by clicking 'I Accept' or 'I Agree' to the Privacy Policy where this option is made available to you in the user interface of the Website or Application. If you are below the age of 16 years old, you must obtain parental or a guardians consent to consent to this Privacy Policy.

3 COLLECTION OF PERSONAL INFORMATION

3.1 The Company may collect and use the following kinds of information:

(a) information about your use of the Website, Application or Services (including your IP address; browser type; device identification number; language; operating system; pages viewed while browsing the website or Services; page access times; "cookies"; and referring website address);

(b) information about your location while using the Website, Application or Services if you elect to provide your location;

(c) information about your personal details (including full name; age, sex, telephone contact details; address information; and email address); and

(d) information about your behaviour and activities when using the Website, Application or Services (including the number of times you made a post, the number of times you replied to a post, any information and photos posted on the Website or Application, and any messages you send and receive).

3.2 Information about your personal information may be collected from you in a variety of ways, including but not limited to:

- (a) when you register for the Services;
- (b) when you interact with the Company electronically or in person;
- (c) when you access the Company's Website, Application or Services; and
- (d) when the Company provides the Services to you.

4 USE AND DISCLOSURE OF PERSONAL INFORMATION

4.1 The Company may use your personal information to:

- (a) enable your access to the Website and Application;
- (b) track usage and measure traffic statistics of the Website and Application;
- (c) supply to you the Services;
- (d) connect you with other users of the Website and Application;
- (e) receive and/or access information from third party providers for the provision of our Services to you;
- (f) contact you regarding your use of the Services offered by the Company;
- (g) contact you in relation to comments, messages, complaints, enquiries or dispute resolution;
- (h) collect payments from you;
- (i) communicate with third party providers or associate parties with respect to the provision of the Services; and
- (j) send you marketing communications.

5 DISCLOSURE OF YOUR PERSONAL INFORMATION

5.1 The Company will not disclose personal information about you, unless it is required, incidental or otherwise related to the primary purpose of providing the Services to you or a third party for which you have consented to by engaging the Company's Services or by using the Company's Services or by providing express written consent to the Company. However, the Company may disclose your personal information to its business partners who can assist them to provide Services to you as a customer.

5.2 The Company, in its sole discretion, may disclose your personal information if it is required to do so by law or legal process, including:

- (a) in order to establish, exercise or defend its legal rights;
- (b) as required or authorised by law; or
- (c) to the extent required to permit the Company to investigate suspected fraud, harassment or other violations of any law, rule or regulation, our policies, or the rights of third parties or any other suspected conduct the Company deem improper.

5.3 The Company may also use your personal information to protect the copyright, trademarks, legal rights, property or safety of the Company, the Website, the Application, its customers or third parties.

5.4 If there is a change of control in our business or a sale or transfer of business assets, we reserve the right to transfer to the extent permissible at law our user databases, together with any personal information and non-personal information contained in those databases. This information may be disclosed to a potential purchaser under an agreement to maintain confidentiality. The Company only discloses personal information in good faith and where required by any of the above circumstances.

5.5 By providing the Company with personal information, you consent to the terms of this Privacy Policy and the types of disclosure covered by this Privacy Policy. Where we disclose your personal information to third parties, we will request that the third party follow this Privacy Policy regarding handling your personal information.

6 SECURITY AND ACCURACY

6.1 It is important that you advise the Company of changes to your personal information that you have provided to the Company as it is essential that your personal information is accurate, complete, and up-to-date in order for the Company to provide the Services to you.

6.2 The Company will take commercially reasonable steps to protect your personal information from misuse, loss, unauthorised access, modification and disclosure. However, the Company is not liable for any unauthorised access to this information.

6.3 The transmission and exchange of information is carried out at your own risk. The Company cannot guarantee the security of any information that you transmit to the Company, or receive from the Company. Although the Company takes measures to safeguard against unauthorised disclosures of information, the Company cannot assure you that personal information that we collect will not be disclosed in a manner that is inconsistent with this Privacy Policy.

6.4 The Company will take commercially reasonable steps to destroy or permanently de-identify personal information if it is no longer needed for the purposes of providing our Services to you and where the Company is not required to retain that information by law.

7 ACCESS AND CORRECTION

7.1 You are responsible to ensure that the information you provide to the Company is accurate, complete and up-to-date.

7.2 By request, you may contact the Company and ask to know what sort of personal information is held about you, for what purposes, and how it is collected, held, used and disclosed.

7.3 By request, you may access your personal information by contacting the Company at admin@yopp.com.au. The Company reserves the right to charge a reasonable administration fee for this access if you are a user based in Australia or New Zealand.

7.4 The Company in its sole discretion, may consider that there is a sound reason under the Privacy Act, the NZ Privacy Act, the GDPR, the CCPA, Freedom of Information Act or other relevant law to withhold personal information, or not make the requested changes.

8 IDENTIFIERS AND ANONYMITY

8.1 You acknowledge that the Company retains, collects and maintains your personal information for statistical analysis purposes (whether for commercial or non-commercial purposes). You agree that the Company may share, distribute and/or transfer information which you have provided to the Company to third parties, after that information has been de-identified.

9 TRANS-BORDER DATA FLOWS

9.1 The Company may use cloud services, and as such, its servers may be located in Australia, New Zealand, within the EEA, the United States or other foreign jurisdictions and you acknowledge, agree and understand that your personal information may be transferred and

stored in Australia, New Zealand, within the EEA, the United States and other foreign jurisdictions which the cloud services may direct the data to be stored. You agree for us to transfer your information into foreign jurisdictions for the purposes of providing you with the Services.

9.2 In addition to the above, the Company will transfer personal information to someone who is in a foreign country where:

- (a) the Company reasonably believes that the recipient of the information is subject to a law, binding scheme or contract which effectively upholds principles for fair handling of the information that are substantially similar to the Australian Privacy Principles;
- (b) the individual consents to the transfer;
- (c) the transfer is necessary for the performance of a contract between you and the Company, or for the implementation of pre-contractual measures taken in response to your request;
- (d) the transfer is necessary for the conclusion or performance of a contract concluded in your interest between the Company and a third party;
- (e) all of the following apply:
 - (i) the transfer is for your benefit;
 - (ii) it is impracticable to obtain your consent to that transfer; and
 - (iii) if it were practicable to obtain such consent, you would be likely to give it; or
- (f) the Company has taken reasonable steps to ensure that the information which it has transferred will not be held, used or disclosed by the recipient of the information inconsistently with the Australian Privacy Principles, the NZ Privacy Act, the GDPR and the CCPA.

10 COMPLAINTS

10.1 As a valued customer, if you have any complaints in relation to this Privacy Policy or privacy practice, please feel free to contact the Company via info@yopp.com.au.

10.2 A complaint should identify whether it is about:

- (a) the collection of personal information;
- (b) the use of personal information;
- (c) the disclosure of personal information;
- (d) the security or storage of personal information;
- (e) the accuracy of personal information;
- (f) a refusal to give access to or provide about their personal information; or
- (g) a refusal to change or delete personal information.

10.3 The Company values your opinions and takes complaints very seriously. Upon receiving written notice of your complaint about privacy, the Company will respond in a timely manner to advise you of the outcome following its enquiring into the same. You will also be invited to respond to its outcome. If a response is received, the Company will assess your response and advise if it has changed its view. If you are unsatisfied with the final outcome, the Company will advise further options including, if appropriate, making a complaint with the Office of the

Australian Information Commissioner, the Office of the Attorney General of California or the appropriate supervisory authority in the appropriate EEA member state where you reside.

11 OPTING-OUT OF DIRECT MARKETING

11.1 The Company aims to give you a highly personalised experience when using the Website, the Application and the Services. In order to do so, the Company may use your personal information to send you advertisements to your email address where you have consented for the Company to do so. If you decide you do not want to receive these emails containing advertisements, you can request to unsubscribe from the mailing list by clicking 'Unsubscribe' at the bottom of the email.

12 MISCELLANEOUS

12.1 Waivers

(a) In limited circumstances, the Company may allow you to waive application of this Privacy Policy. A waiver of this Privacy Policy must be in writing and signed by the Company. The Company anticipates that the waiver of this Privacy Policy would only be in exceptional circumstances, and the Company encourages that you consider the circumstances leading to the waiver request prior to submitting such a request.

12.2 Governing Law & Jurisdiction

(a) This Privacy Policy is governed by the laws of the state of Western Australia. In the event of any dispute arising out of or in connection with this Privacy Policy, you agree that the exclusive venue for resolving any dispute shall be Perth, Australia.

13 VARIATION TO THIS PRIVACY POLICY

13.1 This Privacy Policy is available online via <https://www.yopp.com.au>.

13.2 The Company reserves the right to modify or amend this Privacy Policy at any time, for any reason, and without any notice, by posting a revised version on its Website and/or Application. Any changes to this Privacy Policy will become effective when the Company posts the revised Privacy Policy on the website. Your use of the website following these changes means that you accept the revised Privacy Policy.

13.3 This policy was last modified on 18 February 2021.

14 COOKIES

14.1 The Company may use cookies, web beacons and measurement software (the **Cookies**) on the Website and the Services to:

- (a) store details about your use of the Website and Application to provide you with a personalised experience tailored to you, for example remembering your preferences and greeting you by name;
- (b) analyse Website and Application traffic, trends and reporting statistics to improve the Website and Services;
- (c) provide you with targeted marketing communications; and
- (d) provide you with relevant advertisements when you visit the Website through third party services such as Google Ads.

14.2 You may reject or delete the use of Cookies through the settings on your browser or mobile settings.

15 THIRD PARTY SITES

15.1 The Website may from time to time have links to other websites not owned or controlled by the Company. These links are meant for your convenience only. Links to third party websites do not constitute sponsorship or endorsement or approval of these websites. Please be aware that the Company is not responsible for the privacy practises of other such websites. We encourage our users to be aware, when they leave our website, to read the privacy statements of each and every website that collects personal identifiable information.

16 SENSITIVE INFORMATION FOR USERS BASED IN AUSTRALIA

16.1 Sensitive information is defined in the Privacy Act to include information or opinion about such things as an individual's racial or ethnic origin, political opinions, membership of a political association, religious or philosophical beliefs, membership of a trade union or other professional body, criminal record or health information.

16.2 Sensitive information will be used by the Company only:

- (a) for the primary purpose for which it was obtained;
- (b) for a secondary purpose that is directly related to the primary purpose;
- (c) with your consent; or
- (d) where required or authorised by law.

17 USERS BASED IN THE EUROPEAN ECONOMIC AREA

17.1 This clause is only applicable if the GDPR regime applies to you and you are based within a GDPR member state.

17.2 There are further privacy protections and rights available to you under the GDPR if you access the Application, Website or the Services from the European Economic Area.

17.3 Personal data will not be stored for any longer than what is necessary in order to provide to you the Services to which you have signed up for.

17.4 In certain circumstances, you may contact the Company to request:

- (a) confirmation from the Company as to whether your personal data is being processed, including, but not limited to, where that personal data is being processed, the purpose of processing your personal data, the categories of personal data being processed, and who the personal data may be disclosed to;
- (b) a copy of your personal data in a commonly used and electronically-readable format;
- (c) the deletion of, and cessation of processing, your personal data, including, where the personal data is no longer necessary for the primary purpose for what it is collected, you have withdrawn your consent, you object to the processing of your data, your personal data has been unlawfully processed or the Company has a legal obligation to erase your personal data. Your personal data will not be erased where the Company is required to retain that personal data by law or legal obligation, or the processing of your personal data is in the public interest, or is crucial to exercise the right to freedom of expression and information, or is conducted for scientific research purposes or is required in legal claims or proceedings; and
- (d) the Company to limit the way or restrict the processing of your personal data.
- (e) You may also contact the Company to:
 - (i) withdraw your consent to the processing of your personal data by the Company or to marketing communications; and
 - (ii) object to the processing of your personal data or to marketing communications.

(f) If your personal data is rectified or erased, the Company will use commercially reasonable endeavours to notify you by sending you an email to your email address confirming the rectification or deletion.

(g) To exercise any of the rights outlined in this clause 17.3 you may contact the Company's customer representative by email at info@yopp.com.au.

18 USERS BASED IN CALIFORNIA

18.1 This clause only applies to you if you are a resident of the State of California and the CCPA applies to you.

18.2 The Company may collect, use, and share the categories of personal information described above in this Privacy Policy. California residents have certain rights to access and delete their personal information and to request transparency about our privacy practices. If you would like to access or delete your information, or otherwise exercise your rights under the CCPA, please see clause 7. Once we receive your request, we may verify it by requesting information sufficient to confirm your identity, including by asking you for additional information. Consistent with California law, if you choose to exercise your rights, we will not charge you different prices or provide different quality of services for exercising your rights unless those differences are permitted by law. If you would like to use an agent registered with the California Secretary of State to exercise your rights, we may request evidence that you have provided such agent with power of attorney or that the agent otherwise has valid written authority to submit requests to exercise rights on your behalf.

19 CONTACT

19.1 Please contact the Company if you have any questions regarding this Privacy Policy.

Email: info@yopp.com.au