# **IREN GROWTHPAD**

**Privacy Policy** 

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#### 1.0 Introduction

IREN/ IREN GROWTHPAD is committed to respecting and protecting your privacy in compliance with the applicable laws and obligations on data use and privacy.

In order to demonstrate this commitment, IREN/ IREN GROWTHPAD has provided this Statement to explain to you how it collects, uses and protects subscriber information. This Statement should be read together with the terms & conditions of use for other IREN/ IREN GROWTHPAD products and services. Where there is a conflict, this Statement will prevail.

This Statement applies to all users.

#### 2.0 Definitions

References to

- 2.1 "Customer" or "you" means you the person who subscribes to, uses or purchases any of our services or accesses our websites and includes any person who accesses any of the services you have subscribed to.
- 2.2 "IREN/ IRENGROWTHPAD", "we" or "us", "our" and "ours" means IREN/ IREN GROWTHPAD.
- 2.3 The word "**includes**" means that what follows is not necessarily exhaustive and therefore the examples given are not the only things/situations included in the meaning or explanation of that text.

## 3.0 Statement Details

- 3.1 Collection of Information
- 3.1.1 IREN/ IREN GROWTHPAD collects your personal information with your knowledge and consent when you:
- a) register for a specific product or service, including App subscriber registration, IRENGROWTHPAD-powered services;
- b) buy or use a IREN/ IREN GROWTHPAD product or service on the App;
- c) subscribe to IREN/ IREN GROWTHPAD or third party premium rates services, email or social media platforms;
- d) ask IREN/ IREN GROWTHPAD for more information about a product or service or contact IREN/ IREN GROWTHPAD with a query or complaint;
- e) respond to or participate in a survey, marketing promotion, prize competition or special offer;
- f) visit, access or use IREN website/ IREN GROWTHPAD App or third party websites.
- 3.1.2 If you allow a child to use our services, you should be aware that their personal information could be collected as described in this statement.

#### 3.2 What Customer Information is collected?

The information we collect and store about you ("Customer Information") depends on the IREN/IREN GROWTHPAD and third party products and services you use and subscribe to. The Customer Information includes but is not limited to the following:

- 3.2.1 Your identity as provided upon subscription to the App or the website.
- 3.2.3 Your preferences for particular products and services, based on information provided by you or from your use of IREN/ IREN GROWTHPAD's (or third party) network, products and services.
- 3.2.4 Your contact with us, such as when you: call us or interact with us through social media.

#### 3.3 Use of Information

We may use and analyse your Customer Information for the following purposes:

3.3.1 Processing goods and services that you have bought from IREN/ IREN GROWTHPAD or from third parties on our ecommerce platforms;

# 3.3.2 Responding to any of your queries or concerns;

- 3.3.3 Verifying your identity information through publicly available and/or restricted government databases in order to comply with regulatory requirements;
- 3.3.4 Keeping you informed generally about new products and services and contacting you with offers or promotions based on how you use our or third party products and services unless you opt out of receiving such marketing messages (you may contact IREN/ IREN GROWTHPAD at any time to opt out of receiving marketing messages);
- 3.3.5 Using the IREN/ IREN GROWTHPAD telephone directory enquiry service in printed or electronic format;
- 3.3.6 to comply with any legal, governmental or regulatory requirement or for use by our lawyers in connection with any legal proceedings;
- 3.3.7 In business practices including to quality control, training and ensuring effective systems operations;
- 3.3.8 For research, statistical and other scientific or business purposes;
- 3.3.9 Administer any of our online platforms/websites.

## 3.4 Retention of Information

IREN/ IREN GROWTHPAD will store your information for as long as required by law or regulations. If there is no statutory or regulatory requirement, IREN/ IREN GROWTHPAD will only store Customer Information for as long as it is needed.

## 3.5 Disclosure of Information

- 3.5.1 Any disclosure of your information shall be in accordance with applicable law and regulations. IREN/ IREN GROWTHPAD shall assess and review each application for information and may decline to grant such information to the requesting party.
- 3.5.2 we may disclose your information to:
- a) law-enforcement agencies, regulatory authorities, courts or other public authorities in response to a demand issued with the appropriate lawful mandate and where the form and scope of the demand is compliant with the law.
- b) subsidiaries, associates, partners or agents who are involved in delivering IREN/ IREN GROWTHPAD products and services your order or use;
- c) Publicly available and/or restricted government databases to verify your identity information in order to comply with regulatory requirements; or
- d) Emergency service providers when you make an emergency call (or where such disclosure to emergency service providers is necessary for your rescue, health and safety) including your approximate location.
- 3.5.3 We shall not release any information to any individual or entity that is acting beyond its legal mandate.

## 3.6 The Use of Cookies

- 3.6.1 We may store some information (using "cookies") on your computer when you visit our websites. This enables us to recognise you during subsequent visits. The type of information gathered is non-personal (such as: the IP address of your computer, the date and time of your visit, which pages you browsed and whether the pages have been delivered successfully.
- 3.6.2 We may also use this data in aggregate form to develop customised services tailored to your individual interests and needs. Should you choose to do so, it is possible (depending on the browser you are using), to be prompted before accepting any cookies, or to prevent your browser from accepting any cookies at all. This will however cause certain features of the web site not to be accessible.

# 3.7 The Use of Hyperlinks

- 3.7.1 Our websites may provide hyperlinks to other locations or websites on the Internet. These hyperlinks lead to websites published or operated by third parties who are not affiliated with or in any way related to us and have been included in our website to enhance your user experience and are presented for information purposes only. We endeavor to direct you to reputable websites and sources of information for your convenience.
- 3.7.2 We do not endorse, recommend, approve or guarantee any third- party products and services by providing hyperlinks to an external website or webpage and do not have any cooperation with such third parties unless otherwise disclosed. We are not in any way responsible for the content of any externally linked website or webpage.
- 3.7.3 By clicking on a hyperlink, you will leave the IREN/ IREN GROWTHPAD webpage and accordingly you shall be subject to the terms of use and privacy policies of the other website that you choose to visit.

## 3.8 Access to Information

To update your information go to IREN GROWTHPAD App and sign in to your profile to look at your personal information. You can change how we get in touch with you and other details whenever you like.

# 3.9 Safeguarding and Protection of Information

IREN/ IREN GROWTHPAD has put in place processes, resources, controls, tools and other measures to protect your information from unauthorized access, accidental loss or destruction.

# 3.10 Non-Compliance with this Statement

IREN/ IREN GROWTHPAD shall have the right to terminate any agreement with you for failure to comply with the provisions of this statement and reject any application for information contrary to this statement.

## 3.11 Amendments to this Statement

IREN/ IREN GROWTHPAD reserves the right to amend or modify this statement at any time. If IREN/ IREN GROWTHPAD amends this statement, it will post any changes on the IREN website / IREN GROWTHPAD App so that you will always know how your personal information is being used or shared.

## 4.0 Statement Effective Date

15<sup>th</sup> April 2019