

Privacy Policy

Privacy policy

1. OVERVIEW

- We understand and respect your privacy.
- This Privacy Policy describes how your personal information is collected, used, stored and shared when you engage with or make a purchase from The Cultural Intelligence Project Pty Ltd trading as The Merch Store Apparel (Australia) Pty Ltd ("**we**" or "**our**") websites and any related mobile applications (collectively, the "**Site**") as well as any information collected or held by The Cultural Intelligence Project Pty Ltd trading as The Merch Store Apparel Pty Ltd (ACN 600 194 456) or any of its subsidiaries.
- We will collect, use, store and share your personal information in accordance with applicable law.
- If you would like to receive a copy of this Privacy Policy in a particular form, please contact us at hello@buyaboriginal.com.au and this will be provided.

2. PERSONAL INFORMATION WE COLLECT AND HOLD

- When you visit the Site, we automatically collect certain information about your device, including information about your web browser, IP address, time zone and some of the cookies that are installed on your device. Additionally, as you browse the Site, we collect information about the individual web pages or products that you view, what websites or search terms referred you to the Site, and information about how you interact with the Site. We may also collect location data, including the location data of your mobile device, if you have enabled the collection of such data from your device. We refer to this automatically collected information as ("**Device Information**").
- We collect Device Information using the following technologies:
 - "**Cookies**" are data files that are placed on your device or computer and often include an anonymous unique identifier. For more information about cookies, and how to disable cookies, visit <http://www.allaboutcookies.org>.
 - "**Log files**" track actions occurring on the Site, and collect data including your IP address, browser type, Internet service provider, referring/exit pages and date/time stamps.
 - "**Web beacons**", "**tags**" and "**pixels**" are electronic files used to record information about how you browse the Site.
- Additionally when you make a purchase or attempt to make a purchase through the Site, we collect certain information from you, including

identifiers such as your name, billing address, shipping address, email address, and phone number and commercial and financial information such as payment information (including credit card numbers) and order history. We refer to this information as ("**Order Information**").

- Finally, when we engage with you through the Site or otherwise, we may collect certain information from you that is reasonably necessary for our business functions, including identifiers such as your name, address, email address, and phone number and commercial and financial information such as payment information and order history. We refer to this information as ("**Other Information**").
- When we talk about ("**Personal Information**") in this Privacy Policy, we are talking both about Device Information, Order Information and Other Information. Personal Information is any information which relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with you or your household.
- In the past 12 months we may have collected Device Information and Order Information from you using the technologies and sources identified above if you have visited our Site or placed an order with us.
- Once collected, this information may be held by Wix, third-party logistics providers and our internal IT framework.

3. HOW DO WE USE YOUR PERSONAL INFORMATION?

- We use the Order Information that we collect generally to fulfil any orders placed through the Site (including processing your payment information, arranging for shipping and providing you with invoices and/or order confirmations). Additionally, we use this Order Information to:
 - communicate with you;
 - screen our orders for potential risk or fraud; and
 - when in line with the preferences you have shared with us, provide you with information or advertising relating to our products or services.
- We use the Device Information that we collect (in particular, your IP address) to help us screen for potential risk and fraud, and more generally to improve and optimize our Site (for example, by generating analytics about how our customers browse and interact with the Site, and to assess the success of our marketing and advertising campaigns). We also use Device Information to provide targeted advertising and to provide location-based services.
- We may use the Other Information in our interactions with you, including if we engage you as an independent contractor.
- We may have used your Personal Information for any of the purposes described above in the past 12 months.

4. WHAT LEGAL BASIS DO WE USE TO PROCESS PERSONAL INFORMATION?

- Depending on the nature and purposes of processing being carried out, our basis for processing may include: pursuing our legitimate interest or those of a third party, complying with legal obligations or performance of a contract.
- Except for residents of Canada, we generally do not rely on consent as a legal basis for processing your Personal Information, although we will obtain your consent before sending third party direct marketing communications to you, or where your consent is otherwise required under applicable law. You have the right to withdraw your consent at any time by contacting us (see below).
- We do not envisage your Personal Information will undergo any automated decision-making.

5. SHARING YOUR PERSONAL INFORMATION

- We share your Personal Information with third parties to help us use your Personal Information, as described above. For example, we use Wix to power our online store – you can read more about how Wix uses your Personal Information here: <https://www.Wix.com/legal/privacy>. We also use Google Analytics to help us understand how our customers use the Site – you can read more about how Google uses your Personal Information here: <https://www.google.com/intl/en/policies/privacy/>. You can also opt out of Google Analytics here: <https://tools.google.com/dlpage/gaoptout>.
- We may also disclose your Personal Information to third parties as permitted or required by applicable laws and regulations, to respond to a subpoena, search warrant or other lawful request for information we receive, or to otherwise protect our rights. Finally, we may also share your Personal Information with other members of our group of companies and with third parties in connection with investments in, or the sale of, our business or assets or an acquisition of our business (or part of our business) by a third party.
- We may have shared your Personal Information with any of the third parties described above for any of the purposes described above in the past twelve months.
- We do not sell your Personal Information.

6. PERSONAL INFORMATION OF THIRD PARTIES

- To the extent that you provide us with Personal Information of third parties, you agree and acknowledge that you have informed them of, and they have agreed to, our use, collection and disclosure of their Personal Information, including the purposes of such use, collection and disclosure of Personal Information as set out in this Privacy Policy.

7. DO WE TRANSFER PERSONAL INFORMATION INTERNATIONALLY?

- The sharing of your Personal Information described above may involve transferring your Personal Information outside of your home country. If you are dealing with us within the European Economic Area (the "EEA"), you should be aware that this may include transfers to countries outside the EEA, including the UK and Guernsey. (Equally, if you are dealing with us within the UK or Guernsey, you should be aware that we may transfer your data outside of the UK or Guernsey.) Some of these countries do not have similarly strict data privacy laws. If you are dealing with us from Australia, you should be aware that the sharing of your Personal Information described above may involve transferring your data to the following countries: New Zealand, European Union, United Kingdom, Canada and the United States.
- We will ensure that any such transfers are carried out in compliance with applicable law, including, where necessary, being governed by data transfer agreements (such as the European Commission approved model clauses) designed to ensure that your personal data is protected on terms approved for this purpose by the European Commission (or UK or Guernsey government, as applicable) or as otherwise required under applicable law. If you want to request a copy of any such agreements, or to obtain written information about our policies and practices respecting international transfers of Personal Information, please contact us using the details set out in Section 16

8. DIRECT MARKETING

- We will only use your Personal Information for direct marketing purposes if you have provided your information to us for that purpose or if you have otherwise consented to us using your information for direct marketing.
- If you agree to receive direct marketing communications from us, we may contact you from time to time (such as by mail, telephone, email, SMS or social media platforms) with information about our (or any of our related companies') products and services, as well as those of our business partners, where we think these may be of interest to you.
- You can always choose to stop receiving direct marketing communications from us by 'opting-out'. Our communications with you will include instructions on how to do this, and we will make sure to comply with your request within a reasonable timeframe and as required by all applicable laws.

9. BEHAVIOURAL ADVERTISING

- As described above, we use your Personal Information to provide you with targeted advertisements or marketing communications we believe may be of interest to you. For more information about how targeted advertising works, you can visit the Network Advertising Initiative's ("NAI")

educational page at <http://www.networkadvertising.org/understanding-online-advertising/how-does-it-work>.

- You can opt out of targeted advertising by using the links below:
 - Facebook: <https://www.facebook.com/settings/?tab=ads>
 - Google: <https://www.google.com/settings/ads/anonymous>
 - Bing: <https://advertise.bingads.microsoft.com/en-us/resources/policies/personalized-ads>
- Additionally, you can opt out of some of these services by visiting the Digital Advertising Alliance's opt-out portal at: <http://optout.aboutads.info/>.

- **DO NOT TRACK**

- Please note that we do not alter our Site's data collection and use practices when we see a Do Not Track signal from your browser.

- **YOUR RIGHTS**

- If you are a California resident or if applicable EU, UK or Canadian law applies to you, you may have the right to request that we disclose what categories of Personal Information about you that we collect, use and disclose, the source of this Personal Information, the purposes for collecting, using and disclosing your Personal Information, and the third parties to whom we have disclosed your Personal Information. You may also have the right to request the specific pieces of Personal Information we have collected about you, as well as the right to request that we delete your Personal Information (subject to certain exceptions).
- In addition if applicable EU, UK or Canadian law applies to you, you may have the right to request any incomplete or inaccurate Personal Information be corrected, the right to object to our processing of your Personal Information where we send you direct marketing, or the right to object to our processing of some or all of your Personal Information on grounds relating to your particular situation which are based on legitimate interests, at any time (and require such Personal Information to be deleted). If you object, we shall no longer process your personal data unless we can demonstrate compelling legitimate grounds for such processing which override your interests, rights and freedoms or where it is necessary for the establishment, exercise or defence of legal rights. Further, you may have a "data portability" right to require us to transfer your Personal Information to you or to a new service provider in a structured, commonly used and machine-readable format.
- In addition, if applicable Australian law applies to you, you may have the right to access your Personal Information, seek correction of your Personal Information or make a complaint about a breach of applicable Australian law using our contact details in Section 16 If contact is made to

exercise any of these rights, this request will be reviewed and processed by our team. Once processed, the outcome will be communicated to you in a reasonable timeframe and in the manner you have requested (for example, via telephone call or email), or, if no manner is requested, via the most reasonable and practical manner. Depending on the type of request, this outcome may include providing access to the requested Personal Information, confirming correction of the Personal Information (including correction with applicable third parties if required) or complaint handling. If the request is refused, the reasons for the refusal will be provided via written response and this response may include other information if required, including where applicable, complaint mechanisms, additional information necessary under Australian privacy law or reasonable solutions to meet the needs of your request.

- You may also have an authorized agent submit a request on your behalf. Please note that when you (or your authorized agent) submit a request to exercise these rights, we may ask that you provide information to verify the request in order to ensure that your Personal Information is not disclosed to an unauthorized individual. Any information we collect as part of this process will be used for verification purposes only.
- We will not discriminate against you for exercising any of these privacy rights. You also have the right, at any time, to lodge a complaint about our processing of your personal data with the relevant body regulating data protection in your jurisdiction (for the European Union, details are available [here](#)).
- In all circumstances where Australian law applies, requests will be handled in accordance with applicable Australian privacy laws.

- **DATA RETENTION**

- When you place an order through the Site, we will maintain your Order Information for our records:
 - as long as it is required for our legitimate purpose or to fulfil the purposes for which it was collected;
 - as long as it is required to perform our contractual obligations;
 - as long as we have your consent; or
 - for such period as is required or permitted by law or regulatory obligations which apply to us.
- We will delete or anonymise your personal data when it is no longer required.

- **CHANGES**

- We may update this Privacy Policy from time to time in order to reflect, for example, changes to our practices or for other operational, legal or regulatory reasons. After this policy has been updated, your subsequent use of our website or services, correspondence with us or provision of

Personal Information signifies your agreement with the revised terms. You should accordingly review this Privacy Policy periodically for changes. When we do make a change, we will revise the “last updated” date at the beginning of the policy.

- **MINORS**

- The Site is not intended for individuals under the age of 14, and we do not knowingly collect Personal Information of such individuals. If you are a parent of a child under the age of 14 and believe that we have collected Personal Information of your child, please contact us through the contact information at Section 16 below to request that we delete this information.

- **DISPUTE SETTLEMENT**

- **Any dispute, claim, or controversy arising out of or relating to this Privacy Policy shall be determined in accordance with the Dispute Resolution provisions in the Terms of Service.**

- **CONTACT US**

- For more information about our privacy practices, if you have questions, if you would like to exercise any of your privacy rights or if you would like to make a complaint, please contact us by email at hello@buyaboriginal.com.au or by mail using the details provided below:
 - The Cultural Intelligence Project Pty Ltd trading as The Merch Store Apparel
 - Attention: Privacy Compliance Officer
 - PO Box 1517, Broome 6725, Western Australia

Last updated: July 2024

DIRECT MARKETING PROGRAM

1. Overview

- The Cultural Intelligence Project Pty Ltd trading as The Merch Store Apparel (Australia) Pty Ltd ("The Cultural Intelligence Project Pty Ltd trading as The Merch Store Apparel ") has a direct marketing program (the "**Program**"), which you can agree to opt-in to subject to these direct marketing terms and conditions ("**Program Terms**") and the Privacy Policy.

- By opting in to or participating in the Program, you accept and agree to these Program Terms. These Program Terms are limited to the Program and are not intended to modify our Terms of Service or Privacy Policy that may govern the relationship between you and us in other contexts.

2. Purpose

- The purpose of the Program is to enhance users' online shopping experience.
- Without limiting the scope of the Program, users that opt into the Program can expect to receive SMS/MMS mobile messages & emails concerning the marketing, promotion, payment, delivery and sale of The Cultural Intelligence Project Pty Ltd trading as The Merch Store Apparel products. Messages may include checkout reminders.

3. User Opt In

- The Program allows users to receive SMS/MMS mobile messages & emails by affirmatively opting into the Program. To opt in, a user must provide their details and express consent by clicking a checkbox.
- Regardless of the opt-in method you utilized to join the Program, you agree that these Program Terms apply to your participation in the Program. Message frequency varies, but we will generally broadcast 4 messages per month.

4. User Opt Out

- If you do not wish to continue participating in the Program or no longer agree to these Program Terms, you agree to reply "STOP", "END", "CANCEL", "UNSUBSCRIBE" or "QUIT" to any mobile message from us in order to opt out of the Program. You may receive an additional mobile message confirming your decision to opt out. You understand and agree that the foregoing options are the only reasonable methods of opting out. You acknowledge that our text message platform may not recognize and respond to unsubscribe requests that alter, change, or modify the "STOP", "END", "CANCEL", "UNSUBSCRIBE" or "QUIT" keyword commands, such as the use of different spellings or the addition of other words or phrases to the command, and agree that The Cultural Intelligence Project Pty Ltd trading as The Merch Store Apparel and its service providers will have no liability for failing to honour such requests. You also understand and agree that any other method of opting out, including, but not limited to, texting words other than those set forth above or verbally requesting one of our employees to remove you from our list, is not a reasonable means of opting out.

5. Cost and Frequency

- Message and data rates may apply. You agree to receive messages periodically at our discretion. Daily, weekly and monthly message frequency will vary, but we will generally broadcast 4 messages per

month. The Program involves recurring mobile messages, and additional mobile messages may be sent periodically based on your interaction with us.

6. Support Instructions

- For support regarding the Program, text "HELP" to the number you received messages from or email us at hello@buyaboriginal.com.au. Opt outs must be submitted in accordance with Section 4

7. MMS Disclosure

- The Program will send SMS TMs (terminating messages) if your mobile device does not support MMS messaging.

8. Our Disclaimer of Warranty

- The Program is offered on an "as is" basis and may not be available in all areas at all times and may not continue to work in the event of product, software, coverage or other changes made by your wireless carrier. We will not be liable for any delays or failures in the receipt of any mobile messages connected with this Program.
- Delivery of mobile messages is subject to effective transmission from your wireless service provider/network operator and is outside of our control. Carriers are not liable for delayed or undelivered mobile messages.

9. Participant Requirements

- You must have a wireless device of your own, capable of two-way messaging, be using a participating wireless carrier and be a wireless service subscriber with text messaging service.
- Not all mobile phone providers carry the necessary service to participate. Check your phone capabilities for specific text-messaging instructions.

• Age Restriction

- You may not use or engage with the Program if you are under thirteen (13) years of age.
- If you use or engage with the Program and are between the ages of thirteen (13) and eighteen (18) years of age, you must have your parent's or legal guardian's permission to do so. By using or engaging with the Program, you acknowledge and agree that you are not under the age of thirteen (13) years, are between the ages of thirteen (13) and eighteen (18) and have your parent's or legal guardian's permission to use or engage with the Program, or are of adult age in your jurisdiction.
- By using or engaging with the Program, you also acknowledge and agree that you are permitted by your jurisdiction's applicable law to use and/or engage with the Program.

• Prohibited Content

- You acknowledge and agree to not send any prohibited content when participating in the Program. Prohibited content includes:

- any fraudulent, libelous, defamatory, scandalous, threatening, harassing or stalking activity;
- objectionable content, including profanity, obscenity, lasciviousness, violence, bigotry, hatred and discrimination on the basis of race, sex, religion, nationality, disability, sexual orientation or age;
- pirated computer programs, viruses, worms, trojan horses or other harmful code;
- any product, service or promotion that is unlawful where such product, service or promotion thereof is received;
- any content that implicates and/or references personal health information that is protected; and
- any other content that is prohibited by applicable law in the jurisdiction from which the message is sent.
- **Privacy**
 - We respect your privacy. We will only use information you provide through the Program to transmit your mobile messages and respond to you, if necessary. This includes, but is not limited to, sharing information with platform providers, phone companies and other vendors who assist us in the delivery of mobile messages. WE DO NOT SELL, RENT, LOAN, TRADE, LEASE OR OTHERWISE TRANSFER FOR PROFIT ANY PHONE NUMBERS OR CUSTOMER INFORMATION COLLECTED THROUGH THE PROGRAM TO ANY THIRD PARTY. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us with information in connection with the Program, you agree to provide accurate, complete and true information. You agree not to use a false or misleading name or a name that you are not authorized to use. If, in our sole discretion, we believe that any such information is untrue, inaccurate or incomplete, or you have opted into the Program for an ulterior purpose, we may refuse you access to the Program and pursue any appropriate legal remedies.
- **Dispute Resolution**
 - In the event that there is a dispute, claim or controversy between you and us, or between you and Stodge Inc. d/b/a Postscript or any other third-party service provider acting on our behalf to transmit the mobile messages within the scope of the Program, arising out of or relating to federal or state statutory claims, common law claims, these Program Terms, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, such dispute, claim, or controversy will be, to the fullest extent permitted by law, determined by arbitration in accordance

with the ACICA Arbitration Rules administered by the Australian Centre for International Commercial Arbitration. The number of arbitrators will be one. The language of the arbitration will be English. The seat and place of the arbitration shall be Western Australia, Australia.

- THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY VIA ARBITRATION AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ARBITRATION PROCEEDING. Further, unless both parties agree otherwise in writing, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.
- Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right. If any term or provision of this Section 13 is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Section 13 or invalidate or render unenforceable such term or provision in any other jurisdiction. If for any reason a dispute proceeds in court rather than in arbitration, the parties hereby waive any right to a jury trial. This arbitration provision shall survive any cancellation or termination of your agreement to participate in any of our Programs.

- **Miscellaneous**

- You warrant and represent to us that you have all necessary rights, power and authority to agree to these Program Terms and perform your obligations hereunder, and nothing contained in these Program Terms or in the performance of such obligations will place you in breach of any other contract or obligation. The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of these Program Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Program Terms will otherwise remain in full force and effect and enforceable. Any new features, changes, updates or improvements of the Program shall be subject to these Program Terms unless explicitly stated otherwise in writing. We reserve the right to change these Program Terms from time to time. Any updates to these Program Terms shall be communicated to you. You acknowledge your responsibility to review these Program Terms from time to time and to be aware of any such changes. By continuing to participate in the Program after any such changes, you accept these Program Terms, as modified.

In addition and to the extent not inconsistent with this Privacy Policy (which will prevail to that extent of such inconsistency), you agree to our:

- Messaging Terms
- Messaging Privacy Policy

These Terms are current at July 2024.