

Premo Media Pty Ltd
(ABN 52 635 706 651)
(MyPremo)

Privacy Policy

1 General

- 1.1 Unless otherwise specified, capitalised terms used in this Privacy Policy (**Policy**) have the same meaning in our terms and conditions of use (**Terms and Conditions**).
- 1.2 In this Policy, **User, you** or **your** means any person who accesses and uses MyPremo's Platform or Services.
- 1.3 This Policy forms part of and is incorporated into the Terms and Conditions.
- 1.4 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.
- 1.5 This Policy applies to MyPremo's collection and disclosure of your Personal Information (as defined in clause 2.2) when you use the Platform, or when you use the Services or register an Account.
- 1.6 This Policy is intended to describe what information MyPremo collects and/or processes; how MyPremo uses it; and under what circumstances, if any, MyPremo discloses any Personal Information. Please read this Policy before using the Platform or submitting any Personal Information. By using the Platform, you are accepting the practices described in this Policy.
- 1.7 MyPremo may in its absolute discretion elect to amend or replace this Policy by uploading a revised Policy on the Platform from time to time. A copy of the most up to date version of this Policy will be made available to view on the Platform. Any changes made to this Policy will apply immediately from the date MyPremo uploads the revised Policy onto the Platform. In addition, MyPremo may, but is not obliged to, notify you by email of any updates to this Policy. MyPremo 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 MyPremo has about you. If you do not agree with the practices outlined in this Policy, you must immediately stop using the Services and accessing the Platform. In addition, you should take steps to cancel your Account.

2 Types of Information Collected

- 2.1 When you register for an Account, use the Services or access the Platform, MyPremo may collect your Personal Information and Statistical Information – both of which are defined in clauses 2.2 and 2.3 below, respectively. MyPremo will not collect any Sensitive Information from you (being any information (or an opinion) about your 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, or information about your health, genetic information or biometric information).
- 2.2 **Personal Information** includes information which identifies a natural person, or by which the person's identity may be reasonably determined. It may (potentially) include a person's full name, mailing or residential address, date of birth, bank account details, credit card details, PayPal account details, phone

number and email address, as well as potentially “personal data” for the purposes of the GDPR. For the purpose of this Policy, the term Personal Information also includes (a) information we collect about the Content you post on the Platform or through your interactions with other Content; and (b) personal information obtained from a third party which, under and in accordance with the Privacy Act, may lawfully be exchanged.

- 2.3 **Statistical Information** includes the internet protocol (IP) address of your device used to connect to the Platform or use the Services, 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 Platform or Services.
- 2.4 MyPremo also collects information automatically (through the use of cookies) on the Platform (and any website which the Platform is available at from time to time), as discussed in this Policy further below.

3 Personal Information about third parties

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

4 How MyPremo Collects Personal Information

- 4.1 MyPremo will not ordinarily collect any Personal Information about you except where you provide it to MyPremo (directly, or through posting or interacting with Content on the Platform), or where it is provided to MyPremo with your authority.
- 4.2 MyPremo collects Personal Information when you:
- (a) take steps to register an Account, enquire about or sign up for and use the Platform or the Services;
 - (b) post and interact with Content;
 - (c) provide MyPremo with feedback or make a complaint; and
 - (d) do business with MyPremo (including but not limited to Content Revenue you receive for posting Content on the Platform).
- 4.3 In the event MyPremo receives unsolicited information about you, it will only be collected where:
- (a) such collection is reasonably necessary for one or more of MyPremo’s functions or activities; and
 - (b) MyPremo 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, MyPremo will (within a reasonably practicable timeframe) destroy any unsolicited Personal Information that MyPremo receives.

5 How MyPremo uses Personal Information

- 5.1 MyPremo will collect Personal Information for the purposes set out in clauses 5.2 to 5.4 inclusive. MyPremo will make every effort to advise you of the purposes for which MyPremo 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 MyPremo to use your Personal Information to:

- (a) contact you in relation to your use of the Platform and the Services, including (without limitation) to notify you of any modifications to our Terms and Conditions or this Policy;
- (b) help you interact with other Users on the Platform (including by collecting information about the Content you have accessed);
- (c) notify you about promotions or other communication;
- (d) make improvements to the Services and/or the Platform. For example, MyPremo may track any troubleshooting issues and compatibility issues with various operating platforms and devices to ensure you have proper and stable access to the Platform and the Services, and to implement updates where necessary; and
- (e) measure the performance of the Services and to understand how the Services are used. For example, MyPremo may analyse Users' interactions with Content so MyPremo can streamline the process of your Account registration.

5.3 *To ensure compliance*

Additionally, the purposes for which MyPremo will generally collect and use your Personal Information will include collection for the following reasons:

- (a) to comply with all Laws (including but not limited to verifying your identity to prevent fraud or other unauthorised or illegal activity);
- (b) to co-operate with authorities in relation to any investigation into any User of the Platform;
- (c) to perform MyPremo's administrative operations, including accounting, risk management, payment processing, record keeping, archiving, and development and testing; and
- (d) to manage MyPremo's rights and obligations under the Terms and Conditions or this Policy;

5.4 *Marketing Communications*

If you are a User, MyPremo may send you email marketing communications to:

- (a) provide you with information about MyPremo's Services and the Platform;
- (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, MyPremo will always provide you with the option to unsubscribe from MyPremo's marketing communications. If you do not want to receive marketing communications from MyPremo, please contact MyPremo at privacy@mypremo.com.

6 Disclosure of Personal Information

6.1 By accessing the Platform or using the Services, you consent to the disclosure of your Personal Information in accordance with this Policy.

6.2 MyPremo takes the protection of your Personal Information very seriously. MyPremo 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 MyPremo 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 MyPremo's records.

- 6.3 MyPremo will not use or disclose your Personal Information for any purpose other than as disclosed in this Policy unless:
- (a) MyPremo 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 MyPremo to use or disclose that Personal Information in that manner.
- 6.4 MyPremo 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 MyPremo may disclose your Personal Information may include:
- (a) MyPremo's agents, contractors and external advisors (such as legal and financial advisors) whom MyPremo engages from time to time to carry out, or advise on, MyPremo's functions and activities;
 - (b) business partners (eg advertisers);
 - (c) other Users (eg your username or profile name, the information you have consented to us sharing, and any Content you create on the Platform which contains Personal Information); and
 - (d) regulatory bodies, government agencies, law enforcement agencies and courts.
- 6.5 Unless otherwise specified in this Policy or as required by Law, you authorise MyPremo to disclose your Personal Information and Statistical Information to third parties:
- (a) where MyPremo assigns, transfers, sells or otherwise licenses its rights under the User Terms and Conditions to a third party;
 - (b) where MyPremo 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 the Terms and Conditions or this Policy, 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 MyPremo's assets, of which your Personal Information and Statistical Information may be among the assets transferred. Where this occurs, MyPremo will notify you using the Personal Information linked to your Account; and
 - (d) where such disclosure is required by Law, or where MyPremo reasonably believes in good faith that such disclosure is necessary to protect MyPremo's rights.
- 6.6 You consent to MyPremo disclosing Statistical Information to third parties including, without limitation, to analytics companies and MyPremo's business partners, to help MyPremo understand usage patterns, to assist in product development and for advertising purposes.
- 6.7 MyPremo may from time to time disclose your Personal Information to overseas entities who may not be bound by Australian Law. Where MyPremo discloses your Personal Information to overseas recipients, MyPremo 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) MyPremo believes on reasonable grounds 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 MyPremo 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 MyPremo Uses Cookies

- 7.1 If you register an Account or continue to access the Platform or use the Services, you agree to MyPremo's use of tracking technologies, referred to as cookies, to track and record your usage. Cookies are text files placed on your computer to collect standard internet log information and visitor behaviour information.
- 7.2 When you access or use the Services, MyPremo will automatically use cookies to collect technical information including:
 - (a) Statistical Information; and
 - (b) information about your interaction with the Services, including your clickstream to, through and from the Platform, the times you access the Platform, activity on third party websites which are linked to the Platform, and views and interactions with Content.
- 7.3 You may control the technical information MyPremo collects, including through your browser or device settings. In doing so, you:
 - (a) acknowledge some of MyPremo's Services may not function properly if you choose to disable cookies; and
 - (b) release MyPremo 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 Services).

8 GDPR

- 8.1 MyPremo 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 MyPremo 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 MyPremo must have a legal basis to process Personal Information which it collects. MyPremo 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 MyPremo (which consent may be withdrawn at any time);
 - (b) for MyPremo's legitimate interests to operate, provide or improve the Platform and/or Services;
 - (c) where necessary to provide access to, and use of, the Platform and/or Services; and/or
 - (d) where MyPremo is authorised or required by Law to do so.
- 8.4 Where a person has (directly or indirectly) provided consent to MyPremo 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, MyPremo will only continue processing the person's Personal Information where MyPremo is permitted or obliged to do so by Law (including under the GDPR).

9 Your Rights Under this Policy

- 9.1 This clause 9 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 MyPremo 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 MyPremo at any time if you wish to exercise your rights in relation to this Policy. MyPremo reserves the right to request you verify your identity before MyPremo acts on any request made by you.

10 Storage of Personal Information

- 10.1 MyPremo 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 and/or the United States of America (as determined by MyPremo from time to time) in a controlled, secure environment where it is protected from unauthorised access, use or disclosure.
- 10.2 MyPremo's servers may at times be located overseas in countries which are not bound by the Privacy Act, including, without limitation, the United States of America, and you hereby expressly consent to the disclosure of your Personal Information to overseas recipients. In doing so, you agree that MyPremo 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 MyPremo will use all reasonable efforts to keep secure your Personal Information, Statistical Information and all other information that you transmit to MyPremo through your use of the Platform and Services or otherwise. MyPremo 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, MyPremo cannot guarantee or warrant the security of any information (including Personal Information) you provide through the use of the Platform. You understand that any Personal Information you provide to us is done so at your own risk.
- 11.3 If MyPremo becomes aware of a breach of security in relation to your Personal Information, MyPremo will immediately use its best 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 MyPremo 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 the individuals to whom the information relates, MyPremo 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 MyPremo 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 MyPremo becomes aware of a Data Breach in which your Personal Information is lost, and MyPremo 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 the individuals to whom the information relates,

MyPremo will notify you and the OAIC with the details of the Data Breach, including details of how MyPremo 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 Platform or the Services 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 we 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 MyPremo retaining your Personal Information for as long as necessary to fulfil the purposes for which MyPremo has collected it, including in order to satisfy any Law.

12.2 To determine the appropriate retention period for Personal Information, MyPremo 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 MyPremo processes the Personal Information and whether MyPremo can achieve those purposes through other means. MyPremo will also at all times have regard to the applicable legal requirements under the GDPR and/or the Privacy Act (as applicable).

13 Third parties

13.1 Where MyPremo 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 MyPremo's reasonable control;
- (b) third party websites may place their own cookies or other files on your computer or telephone, 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 information.

13.2 If MyPremo discloses personal information to a third party, MyPremo will always act to protect it in

accordance with this Policy. However, you agree that MyPremo 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 MyPremo validly disclosed the Personal Information (and you agree to make no claim against MyPremo in that regard).

14 How to Contact MyPremo

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

Email: privacy@mypremo.com

14.2 Your complaint will be taken seriously and addressed in accordance with clause 14 of the Terms and Conditions in relation to Dispute Resolution.

15 How to Contact the Office of the Australian Information Commissioner

If you do not receive a satisfactory response from MyPremo, or you believe that MyPremo 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

Phone: 1300 363 992