



## Terms of Use

These terms of use ('Terms') govern your use of the Kiindred mobile application and web application (together, the 'Platform') and our supply of products and services through the Platform. By using the Platform, you agree to be bound by these Terms which form a binding contractual agreement between you, the user of the Platform, and us, Kiindred Pty Ltd ACN 608 952 558 ('Kiindred', 'our', 'we' or 'us').

We may change these Terms at any time by updating this page of the Platform, and your continued use of the Platform following such an update will represent an agreement by you to be bound by the Terms as amended.

The remainder of these Terms are divided into two parts:

- Part 1 (General), which sets out terms that apply to all users of the Platform ('Users'); and
- Part 2 (Accounts and Supply), which sets out further terms that apply to users of the Platform who register for an account and/or offer to purchase products or services through the Platform (respectively, 'Products' and 'Services').

### 1. GENERAL

#### 1.1 Access and use of the platform

You must only use the Platform in accordance with these Terms and any applicable laws, and must ensure that your employees, sub-contractors and any other agents who use or access the Platform comply with the Terms and any applicable laws.

#### 1.2 No medical or other professional advice

All content on the Platform is intended to provide general information in summary form on parenting and other topics, current at the time of first publication. The content on the Platform does not constitute medical (or other) advice and should not be relied upon as such. You should obtain specific medical or other professional advice before relying on any content contained on the Platform.

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### 1.3 Personal use only

Any access to, or licence to use, Platform Content (defined in clause 1.7) (in particular, any instructional videos, but including any content on the Platform or provided as part of the Products or the Services) is only provided to you for personal, private use only, and Platform Content must not be used for any other purpose, including commercial use or public use.

### 1.4 The platform's two separate components

Without limiting any other clause in these Terms, you agree and understand that:

- (a) these Terms govern the Platform, which is made up of the Kiindred web application and the Kiindred mobile application; and
- (b) notwithstanding clause 1.4(a), and subject to Part 2 of these Terms, any purchase, payment, service, product or account registration that you make or become entitled to ('Entitlement'):
  - (i) on the Kiindred web application, will not entitle you to that Entitlement on the Kiindred mobile application; and
  - (ii) on the Kiindred mobile application, will not entitle you to that Entitlement on the Kiindred web application.

### 1.5 Your obligations

- (a) You must not:
  - (i) copy, mirror, reproduce, translate, adapt, vary, modify, sell, decipher or decompile any part or aspect of the Platform without the express consent of Kiindred;
  - (ii) use the Platform for any purpose other than the purposes of browsing information on the Platform, interacting with other Users and selecting or purchasing the Products and Services;
  - (iii) use, or attempt to use, the Platform in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity;
  - (iv) expressly or impliedly impersonate any other User of the Platform or use the profile or password or account of another User at any time;
  - (v) harass, impersonate, stalk, threaten, bully or endanger any other User;
  - (vi) use, or attempt to use, the Platform in a manner that may interfere with, disrupt or create undue burden on the Platform or the servers or networks that host the Platform;
  - (vii) use the Platform in connection with any commercial or money making or other promotional or marketing endeavours except those that are endorsed herein, or as approved in writing by Kiindred;
  - (viii) use the Platform with the assistance of any automated scripting tool or software;
  - (ix) make any automated use of the Platform;
  - (x) use the Platform for any illegal or unauthorised purpose, which includes collecting email addresses of Users for any purpose such as sending unsolicited email, or unauthorised framing of or linking to the Platform;

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- (xi) act in a way that may diminish or adversely impact the reputation of Kiindred, including by linking to the Platform or Kiindred's website on any other website or platform; and
- (xii) attempt to breach the security of the Platform, or otherwise interfere with the normal functions of the Platform, including by:
  - A. gaining unauthorised access to Platform accounts or data;
  - B. scanning, probing or testing the Platform for security vulnerabilities;
  - C. overloading, flooding, mailbombing, crashing or submitting a virus to the Platform; or
  - D. instigating or participating in a denial-of-service attack against the Platform.
- (b) You agree that you are solely responsible for your mobile phone, access to and connectivity to the internet and all costs, including mobile data, required to use the Platform.

### 1.6 Information on the platform

While we make every effort to ensure that the information on the Platform is as up-to-date and as accurate as possible, you acknowledge and agree that we do not (to the maximum extent permitted by law) guarantee that:

- (a) the Platform will be free from errors or defects;
- (b) the Platform will be accessible at all times;
- (c) messages sent through the Platform will be delivered promptly, or delivered at all;
- (d) information you receive or supply through the Platform will be secure or confidential; or
- (e) any information provided through the Platform is accurate or true.

We reserve the right to change any information or functionality on the Platform by updating the Platform at any time without notice, including product and service descriptions, prices and other Platform Content (defined in clause 1.7).

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### 1.7 Intellectual property

(a) Kiindred retains ownership of the Platform and all materials on and provided through the Platform, including materials provided as part of the Products and the Services (including text, graphics, logos, design, icons, images, sound and video recordings, pricing, downloads and software, and including all of the foregoing that form part of materials provided as part of the Products or the Services) ('Platform Content') and reserves all rights in any intellectual property rights, including copyright, trade marks, business names, patents, confidential information or any other similar proprietary rights, whether registered or unregistered, anywhere in the world ('Intellectual Property Rights'), owned or licensed by Kiindred not expressly granted to you.

(b) You may make a temporary electronic copy of all or part of the Platform or Platform Content for the sole purpose of you privately and personally viewing it. You must not otherwise use, reproduce, transmit, adapt, distribute, sell, modify or publish the Platform or any Platform Content without prior written consent from Kiindred or as permitted by law.

(c) The licence granted to you in this clause 1.7 in respect of Platform Content (in particular, in respect of any instructional videos or other content provided as part of the Products or the Services) is a licence for private use only. Nothing in this clause 1.7 or elsewhere in these Terms permits you to use, reproduce, transmit, adapt, distribute, sell, modify or publish Platform Content for any purpose other than for you to privately and personally view such Platform Content.

### 1.8 Links to other websites

(a) The Platform may contain links or introductions to other websites or promo codes to be used for the purchase of goods or services on other websites, that are not our responsibility.

(b) We have no control over the content of these linked or introduced websites, or the goods or services they make available, and we are not responsible for them.

(c) Inclusion of any linked or introduced website or promo code on the Platform does not imply our approval or endorsement of the linked website or the goods or services that website makes available.

### 1.9 Security

Kiindred does not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with use of the Platform. You should take your own precautions to ensure that the process that you employ for accessing the Platform does not expose you to risk of viruses, malicious computer code or other forms of interference.

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### 1.10 Reporting misuse or errors

If you become aware of misuse of the Platform by any person, any errors on the Platform or in Platform Content or any difficulty in accessing or using the Platform, please contact us immediately by email at [hello@kiindred.co](mailto:hello@kiindred.co)

### 1.11 Liability

(a) (Limitation of liability) To the maximum extent permitted by applicable law, Kiindred excludes completely all liability to any person for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to these Terms or any goods or services provided by Kiindred. This includes the transmission of any computer virus.

All other express or implied representations and warranties are, to the maximum extent permitted by applicable law, excluded. Where any law (including the Competition and Consumer Act 2010 (Cth)) implies a condition, warranty or guarantee into these Terms which may not lawfully be excluded, then, to the maximum extent permitted by applicable law, Kiindred's liability for breach of that non-excludable condition, warranty or guarantee will, at Kiindred's option, be limited to:

(i) in the case of goods, their replacement or the supply of equivalent goods or their repair; and

(ii) in the case of services, the supply of the services again, or the payment of the cost of having them supplied again.

(b) (Indemnity) You agree to indemnify Kiindred and its employees and agents in respect of all liability for loss, damage or injury that may be suffered by any person arising from, or in connection with, you or your representatives' use of the Platform or the Products or the Services, or breach of these Terms.

(c) (Consequential loss) Under no circumstances will Kiindred be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with the Platform, the Products, the Services, these Terms or their subject matter.

### 1.12 Confidentiality

We respect your confidentiality and we acknowledge that information you provide to us or upload to the Platform may be confidential to you.

Similarly, as part of your use of the Platform or purchase of the Products or the Services, you may obtain information about us that is confidential or sensitive, including product roadmaps, designs and technical information about internal

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systems and processes, Products and Services. You agree that any such information we provide to you is our confidential information.

We both agree that Kiindred and you must:

(a) treat each other's confidential information with the same degree of care and protection that we each treat our own;  
(b) use each other's confidential information only in connection with these Terms and, if applicable, the purchase of Products or Services; and  
(c) only share the confidential information with others who have a need to know (including our employees, agents and service providers as reasonably required for us to provide the Products or the Services or in connection with these Terms).  
However, despite the above, you agree that the following information is not confidential:

(a) referral information;  
(b) information already known at the time you or we were told about it, other than as a result of a breach of confidentiality;  
(c) information received from a third party who had the information other than as a result of a breach of confidentiality;  
(d) information that is generally available to the public; and  
(e) information that was independently developed by you or us without directly using the confidential information.

### 1.13 Termination

Kiindred reserves the right to terminate a User's access to any or all of the Platform (including any account, listings or memberships) at any time without notice, for any reason.

In the event that a User's membership is terminated:

(a) the User's access to all posting tools on the Platform will be revoked;  
(b) the User will be unable to view the details of all other Users (including contact details and any other personal details); and  
(c) all User details, including account or membership details, and the User's previous posts may also be removed from the Platform.

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#### 1.14 Privacy

You agree to be bound by the clauses outlined in Kiindred's Privacy Policy, which can be under the Privacy Policy link in the footer.

#### 1.15 Relationship

(a) Nothing contained in this agreement creates an agency, partnership, joint venture or employment relationship between you and Kiindred or any of its respective employees, agents or contractors.

(b) You must not hold yourself out as having any such relationship with Kiindred or as being entitled to contract or accept payment in the name of, or on account of, Kiindred.

#### 1.16 Survival

The clauses titled "Your Content" and "Survival" in Part 2, and "Liability", "Confidentiality", "General" and this clause "Survival" in Part 1 will survive any termination or expiration of these Terms, as well as any other provision which by its nature would reasonably be expected to be complied with after termination.

#### 1.17 General

(a) (Governing law) This agreement is governed by the law applying in New South Wales, Australia.

(b) (Jurisdiction) Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

(c) (Amendments) These Terms may only be amended by Kiindred in accordance with the Terms.

(d) (Waiver) No party to these Terms may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

(e) (Further acts) Each party must promptly do all further acts and execute and deliver all further documents required by law or reasonably requested by another party to give effect to these Terms.

(f) (Assignment) You must not assign, novate or otherwise transfer any of your rights or obligations under these Terms without our prior written consent.

(g) (Entire Agreement) These Terms embody the entire agreement between the parties and supersede any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of the Terms.

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- (h) (Interpretation) In these Terms, the following rules of interpretation apply:
- (i) (singular and plural) words in the singular includes the plural (and vice versa);
  - (ii) (gender) words indicating a gender includes the corresponding words of any other gender;
  - (iii) (defined terms) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
  - (iv) (person) a reference to “person” or ”you” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
  - (v) (party) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
  - (vi) (these Terms) a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of these Terms, and a reference to these Terms includes all schedules, exhibits, attachments and annexures to it;
  - (vii) (document) a reference to a document (including these Terms) is to that document as varied, novated, ratified or replaced from time to time;
  - (viii) (headings) headings and words in bold type are for convenience only and do not affect interpretation;
  - (ix) (includes) the word “includes” and similar words in any form is not a word of limitation; and
  - (x) (adverse interpretation) no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision.

## 2. ACCOUNT AND SUPPLY TERMS

### 2.1 Account

- (a) In order to use some of our Products or the Services, you will be required to sign up for an account using the Platform’s functionality (‘Kiindred Account’). When you register for a Kiindred Account, you must provide true, accurate and complete information as requested and keep this information up to date after registration.
- (b) You agree that you are solely responsible for:
- (i) maintaining the confidentiality and security of your Kiindred Account information and your password; and
  - (ii) any activities and those of any third party that occur through your Kiindred Account, whether those activities have been authorised by you or not.



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(c) We will not be responsible to you for, and expressly disclaim any liability for, any cost, loss, damages or expenses arising out of a failure by you to maintain the security of your Kiindred Account information or your password.

## 2.2 Account Obligations

As a User with a Kiindred Account, you agree:

- (a) to not share your Kiindred Account with any other person;
- (b) you will be solely responsible for any activities that occur under your Kiindred Account;
- (c) that any use of your Kiindred Account registration information by any other person is strictly prohibited;
- (d) to immediately notify Kiindred of any unauthorised use of your Kiindred Account, password or email, or any other unusual activity on your Kiindred Account or any breach or potential breach of the Platform's security;
- (e) that any commercial advertisements, affiliate links and other forms of solicitation may be removed from your Kiindred Account, profile or communications without notice and may result in termination of your Kiindred Account. Appropriate legal action will be taken by Kiindred for any and all illegal or unauthorised use of the Platform; and
- (f) that in making or receiving any payments via the Platform, you warrant that you have read, understood and agree to be bound by Paypal and Stripe's terms which are available on their site, or the terms of use of other payment methods from time to time, that will be available on their website.

## 2.3 Offer to purchase

By submitting an order for purchase of a Product or a Service using the Platform's functionality ('Purchase Order') you represent and confirm that you:

- (a) have the legal capacity and are of sufficient age to enter into a binding contract with us; and
- (b) are authorised to use the debit or credit card included in your Purchase Order. Submitting a Purchase Order constitutes your intention and offer to enter into a contract, where we will provide you with the Products and/or the Services you have ordered in exchange for your payment of the total amount listed upon checkout. A contract is not formed until we have approved your payment and you receive an email from us confirming that your order is being processed.

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## 2.4 Payment

(a) (Payment obligations) Unless otherwise agreed in writing:

(i) you must pay for all Products and Services:

A. in the amount specified on the pricing page for the relevant Products and Services; and

B. at the same time as you submit a Purchase Order using the Platform's functionality; and

(ii) you must not set off any money alleged to be owing by Kiindred against money due by you to Kiindred.

(b) (GST) Unless otherwise indicated, amounts stated on the Platform do not include GST. In relation to any GST payable for a taxable supply by Kiindred, you must pay the GST subject to Kiindred providing a tax invoice.

(c) (Card surcharges) Kiindred reserves the right to charge credit card surcharges in the event that payments are made using a credit, debit or charge card (including Visa, MasterCard, American Express or Diners Club).

(d) (Online payment partner) Kiindred processes payments through the Platform using Paypal and Stripe ('Online Payment Partner'). In addition to these Terms, your purchase of Products and/or Services will be subject to the terms and the privacy policy of the Online Payment Partner, available on the Online Payment Partner's website.

You agree to release Kiindred and its employees and agents in respect of all liability for loss, damage or injury which may be suffered by any person arising from any act or omission of the Online Payment Partner, including any issue with security or performance of the Online Payment Partner's platform or any error or mistake in processing your payment.

## 2.5 Refunds

Except as otherwise set out on the Platform, we generally don't offer refunds for any of our Products or Services and any refunds we issue will be solely at our discretion. Please let us know if you have any issues with the Products or Services that you think should entitle you to a refund and we'll consider your situation.

## 2.6 Pricing errors

In the event that we discover an error or inaccuracy in the price at which your order was purchased, we will attempt to contact you and inform you of this as soon as possible. You will then have the option of purchasing your order at the correct price, or cancelling your order. If you choose to cancel your order and payment has already been debited, the full amount will be credited back to your original method of payment.

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## 2.7 Cancellation by you

(a) Subject to clause 2.7(b), you may cancel your Kiindred Account at any time by using the functionality of the Platform where such functionality is available. Where such functionality is not available, Kiindred will effect such termination within a reasonable time after written notice by the User.

(b) Prior to cancelling your Kiindred Account, you must pay to Kiindred all amounts owed to Kiindred, including in respect of Products or Services provided to you up to the date of cancellation.

## 2.8 Cancellation by us

(a) We reserve the right to cancel your Kiindred Account or any Purchase Order for any reason, and will notify you of this as soon as possible. Where payment for a cancelled Purchase Order has already been debited, the full amount will be credited back to your original method of payment.

(b) We may also terminate your access to any or all of the Products or Services at any time without notice without issuing a refund if you breach any provision of these Terms.

## 2.9 Effect of cancellation

(a) Upon cancellation, termination or expiry of your Kiindred Account, we will delete any Private Content (defined in clause 2.10) associated with your Kiindred Account.

(b) You will not be able to recover any Posted Materials (defined in clause 2.10) after cancellation, termination or expiry of your Kiindred Account so we recommend you back up anything important to you.

(c) We will not be responsible to you for, and expressly disclaim any liability for, any cost, loss, damages or expenses arising out the cancellation, termination or expiry of your Kiindred Account.

## 2.10 Your content

(a) As part of using the Platform, your Kiindred Account, the Products and the Services, you may upload the following two types of content (together, 'Posted Materials'):

(i) content, information and materials you share with us or the public (including feedback, suggestions and enhancement requests), including by posting on the Platform or by contacting us, or when you register a Kiindred Account ('Shared Content'); and

(ii) your private content, information and materials which you upload for the purpose of creating a Kiindred Account or using the Products or the Services, which you can access through your Kiindred Account ('Private Content').

(b) (Shared Content) By providing or posting any Shared Content, you represent and warrant that:

(i) you are authorised to provide the Shared Content;

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- (ii) the Shared Content is accurate and true at the time it is provided;
  - (iii) any Shared Content which is in the form of a review or feedback is honest, accurate and presents a fair view of the relevant person and/or your experience;
  - (iv) the Shared Content is free from any harmful, discriminatory, defamatory or maliciously false implications and does not contain any offensive or explicit material;
  - (v) the Shared Content is not “passing off” of any product or service and does not constitute unfair competition;
  - (vi) the Shared Content does not infringe any Intellectual Property Rights;
  - (vii) the Shared Content does not contain any viruses or other harmful code, or otherwise compromise the security or integrity of any network or system; and
  - (viii) the Shared Content does not breach or infringe any applicable laws, regulations or orders.
- (c) (Shared Content - IP Licence) By uploading any Shared Content, you grant to Kiindred (and its agents and service providers) a perpetual, irrevocable, transferable, worldwide and royalty-free licence (including the right to sublicense) to use, copy, modify, reproduce and adapt any Intellectual Property Rights in that Shared Content in order for Kiindred to use, exploit or otherwise enjoy the benefit of such Shared Content.
- (d) (Shared Content - Removal) Kiindred does not have any obligations to screen Shared Content in advance of it being posted and your compliance with these Terms is your responsibility. However, we may, if we choose, review and remove any Shared Content at any time without giving any explanation or justification for removing the material and/or information.
- (e) (Private Content) We do not control, verify or endorse the Private Content you or others provide via the functionality of the Platform. You are responsible for ensuring that, and you represent and warrant that:
- (i) you are authorised to provide the Private Content;
  - (ii) the Private Content does not infringe any Intellectual Property Rights;
  - (iii) the Private Content does not contain any viruses or other harmful code, or otherwise compromise the security or integrity of any network or system; and
  - (iv) the Private Content does not breach or infringe any applicable laws.
- (f) (Private Content - IP Licence) By uploading any Private Content, you grant to Kiindred (and its agents and service providers) a perpetual, irrevocable, transferable, worldwide and royalty-free licence to transmit, process, use and disclose Private Content and any other information which we obtain through your use of the Products or the Services, but only:
- (i) to the extent necessary for us to provide the Products and the Services;
  - (ii) as required by applicable laws, regulations or orders;
  - (iii) to respond to an emergency (including a security breach); or
  - (iv) as otherwise permitted by these Terms.

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# Privacy Policy

## Introduction

This privacy policy applies between you, the visitor to this Platform (as defined in our Terms of Use), our customers and us, the owner and provider of this Platform. It should be read together with our Terms of Use.

We take our privacy obligations seriously and we've created this privacy policy to explain how we collect and treat your personal information, that is information we hold which is identifiable as being about you.

We comply with the National Privacy Principles established by the Privacy Act 1988 (Cth). If you are in the EU, to the extent the European Union's General Data Protection Regulation ('GDPR') applies to us or our use of your information, we'll comply with the GDPR in relation to your personal information.

This privacy policy applies to our use of any and all data collected by us or provided by you in relation to your use of the Platform and/or the provision of our services to you.

We've endeavoured to ensure that our use and collection of your data is clear and as transparent as possible, but in the interests of keeping this policy concise it's not possible to list every circumstance in which we will use your data.

## Type of personal information we collect

The personal information we collect may include the following:

- name;
- mailing or street address;
- email address;
- social media information;
- telephone number and other contact details;
- age;
- date of birth;
- credit card information;

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- information about your business or personal circumstances;
- information in connection with client surveys, questionnaires and promotions;
- your device identity and type, I.P. address, geo-location information, page view statistics, advertising data and standard web log information;
- information about third parties; and
- any other information provided by you to us via this Platform, our website or our online presence, or otherwise required by us or provided by you.

### How we collect information

We may collect personal information either directly from you, or from third parties, including where you:

- contact us through our website or other 3<sup>rd</sup> party tools;
- communicate with us via email, telephone, SMS, social applications (such as LinkedIn, Instagram, Facebook or Twitter) or otherwise;
- interact with our website, social applications, services, content and advertising; and
- invest in our business or enquire as to a potential purchase in our business.

We may also collect personal information from you when you use or access our website, online education platform, mobile app or our social media pages. This may be done through use of web analytics tools, 'cookies' or other similar tracking technologies that allow us to track and analyse your website usage. Cookies are small files that store information on your computer, mobile phone or other device and enable and allow the creator of the cookie to identify when you visit different websites. Cookies may be used to serve relevant ads to website visitors through third party services such as Google Adwords. These ads may appear on our website or other websites you visit.

If you do not wish for information to be stored as a cookie, you can disable cookies in your web browser.

### Use of your personal information

We collect and use personal information for the following purposes:

- to provide services or information to you;
- for record keeping and administrative purposes;
- to provide information about you to our contractors, employees, consultants, agents or other third parties for the purpose of providing services to you;
- to improve and optimise our service offering and customer experience;
- to comply with our legal obligations, resolve disputes or to enforce our agreements with third parties;

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- to send you marketing and promotional messages and other information that may be of interest to you and for the purpose of direct marketing (in accordance with the Spam Act). In this regard, we may use email, SMS, social media or mail to send you direct marketing communications. You can opt out of receiving marketing materials from us by using the opt-out facility provided in such materials (e.g. an unsubscribe link);
- to send you administrative messages, reminders, notices, updates, security alerts, and other information requested by you; and
- to consider an application of employment from you.

We may disclose your personal information to cloud-providers, contractors and other third parties located inside or outside of Australia. If we do so, we will take reasonable steps to ensure that any overseas recipient deals with such personal information in a manner consistent with how we deal with it.

### Security

We take reasonable steps to ensure your personal information is secure and protected from misuse or unauthorised access. Our information technology systems are password protected, and we use a range of administrative and technical measure to protect these systems. However, we cannot guarantee the security of your personal information.

### Links

Our website may contain links to other products. Those links are provided for convenience and may not remain current or be maintained. We are not responsible for the privacy practices of those linked websites and we suggest you review the privacy policies of those websites before using them.

### Requesting access or correcting your personal information

If you wish to request access to the personal information we hold about you, please contact us using the contact details set out below including your name and contact details. We may need to verify your identity before providing you with your personal information. In some cases, we may be unable to provide you with access to all your personal information and where this occurs, we will explain why. We will deal with all requests for access to personal information within a reasonable timeframe.

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2008

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Where you are a resident of the European Union and the GDPR applies to your personal information, you have the right to make a 'subject access request' or 'SAR' being a request for a copy of your personal data held by us. Where we do hold such data about you we will provide you with a copy of that data. Where you request us to e-mail the information to you, this will be in a commonly used machine-readable file. We will also give you a description of the data, tell you why we are holding it and tell you who we could have disclosed it to.

If you think that any personal information we hold about you is inaccurate, please contact us using the contact details set out below and we will take reasonable steps to ensure that it is corrected. We will also stop processing data on your request and you may also request that we delete the data held about you.

If you would like a copy of the information which we hold about you or believe that any information we hold about you is inaccurate, out of date, incomplete, irrelevant or misleading, please email us using the contact details set out in the 'Contact Us' section below.

We reserve the right to refuse to provide you with information that we hold about you, in certain circumstances set out in the *Privacy Act 1988* (Cth).

### Change of control

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. We would seek to only disclose information in good faith and where required by any of the above circumstances.

### Transfers outside the European Economic Area ('EEA')

Information that we collect in the EEA may from time to time be stored, processed in or transferred between parties located in countries outside of the EEA that may not have data protection laws as stringent as the EEA.

Some of our third party service providers may also be located outside the EEA. If we transfer your data outside the EEA in this way (where you are a resident of the European Union and the GDPR applies to your personal information) we will ensure



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that the third party provider we use is compliant with the GDPR and that your privacy continues to be protected as outlined in this privacy policy.

If Article 27 of the GDPR applies to us, we will have appointed a representative within the European Union in accordance with the GDPR. Please contact us and we will let you know the representative's contact details.

### Complaints

If you wish to complain about how we handle your personal information, please contact us using the contact details set out below, and include your name and contact details in your email. We will investigate your complaint promptly and respond to you within a reasonable time.

For data which is subject to the GDPR, you have the right to lodge a complaint with the local regulator in your jurisdiction in the European Union if you think we have not adequately upheld your rights under the GDPR.

### Contact Us

For further information about our privacy policy or practices, to access or correct your personal information or to make a complaint, please contact us using the contact details set out below:

**Email:** [hello@kiindred.co](mailto:hello@kiindred.co)

By providing personal information to us, you consent to our storage, maintenance, use and disclosure of personal information in accordance with this privacy policy.

We may change this privacy policy from time to time by posting an updated copy on our Platform and we encourage you to check our Platform regularly to ensure that you are aware of our most current privacy policy.

Our privacy policy was last updated on 28<sup>th</sup> June 2018

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