
**RIPPLE CONNECT PTY LTD TRADING AS “RIPPLE”
“RIPPLE” SOFTWARE APPLICATION AND WEBSITE**

PRIVACY POLICY

Prepared By

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RIPPLE CONNECT PTY LTD

“RIPPLE” SOFTWARE APPLICATION & WEBSITE - PRIVACY POLICY

The “Ripple” mobile application (the “**Application**”), and the Ripple website located at www.ripple.com.au (the “**Website**”), is controlled and operated by Ripple Connect Pty Ltd.

In order for us to operate the Application and Website (jointly and severally the “**Platform**”), we need to handle **Personal Information**. We take privacy of Personal Information seriously.

This privacy policy (“**Privacy Policy**”) sets out how we collect, handle and use Personal Information in connection with our operation of the Platform. The Privacy Policy should be read in conjunction with the Terms of Service available at [LINK](#) (“**Platform TOS**”). We comply with the **Privacy Act** when handling Personal Information.

This Privacy Policy may change. If we change our Privacy Policy, we will display notice of changes on the Platform. Please check for updates regularly. **Users** should provide updates of this Privacy Policy to **Non Users** where Non Users are required to consent to this Privacy Policy.

DEFINITIONS

Below are some key definitions used throughout this Privacy Policy. Other capitalised terms used in this Privacy Policy that are not defined below have the same meaning as in the Platform TOS.

- When we say “**Ripple**”, “**we**”, “**our**”, or “**us**”, we mean Ripple Connect Pty Ltd trading as “Ripple” (ACN 606 190 685), and our officers, employees, contractors, agents, licensees and other representatives.
- When we say “**User**”, we mean any person who accesses, interacts with, views, browses, or otherwise uses the Platform, including without limitation **Assessors** and **Completers** but excluding **Non Users**.
- When we say “**Non User**”, we mean a person who supplies Personal Information to a User in connection with an **Assessment** but who does not otherwise access, interact with, browse or use the Platform.
- When we say “**Assessor**”, we mean a person who conducts an Assessment via the Platform which is completed by a Completer.
- When we say “**Assessment**”, we mean the process of us analysing and processing information that a User supplies to us via the Platform.
- When we say “**Completer**”, we mean a person who completes an Assessment via the Platform.
- When we say “**Report**”, we mean a report that is produced and delivered to a User via the Platform as a result of and following an Assessment.
- When we say the “**Privacy Act**”, we mean the *Privacy Act 1988* (Cth) as amended by the *Privacy Amendment Act 2000* (Cth) and the *Privacy Amendment (Enhancing Privacy Protection) Act 2012* (Cth).
- When we say “**Personal Information**”, we mean that term to include any information or opinion, whether true or not, about an individual who is identified or whose identity can reasonably be established, and not limited to information in a material form, and includes **Non User Personal Information**, **Sensitive Information** and **Health Information** unless otherwise noted.
- When we say “**Non User Personal Information**”, we refer to Personal Information belonging to an individual who is a Non User.

- When we say “**Sensitive Information**” we mean the definition of Sensitive Information as provided in clause 4 of this Privacy Policy.
- When we say “**Health Information**” we mean the definition of Health Information as provided in clause 4 of this Privacy Policy.

IMPORTANT WARNING

USERS MUST OBTAIN CONSENT IN ACCORDANCE WITH CLAUSE 2 OF THIS PRIVACY POLICY FROM THE RELEVANT NON USER PRIOR TO INPUTTING NON USER PERSONAL INFORMATION INTO THE PLATFORM. IF A NON USER DOES NOT PROVIDE THE NECESSARY CONSENT, A USER SHOULD NOT INPUT PERSONAL INFORMATION BELONGING TO THE NON USER INTO THE PLATFORM.

USERS OR NON USERS WHO DO NOT CONSENT TO US COLLECTING, HANDLING OR OTHERWISE USING THEIR PERSONAL INFORMATION IN ACCORDANCE WITH THIS PRIVACY POLICY, SHOULD NOT USE THE PLATFORM OR ALLOW THEIR PERSONAL INFORMATION TO BE INPUTTED INTO THE PLATFORM.

1. Application and Consent

Our Privacy Policy applies to the way we handle, collect, disclose and otherwise use Personal Information in connection with the Platform.

If a User wishes to collect and input Non User Personal Information into the Platform, the User must firstly comply with clause 2 of this Privacy Policy.

By using the Platform, Users hereby consent to our handling, collection, disclosure and use of their Personal Information in accordance with the terms of this Privacy Policy and warrant that they have obtained all relevant consents and permissions to provide us with any Non User Personal Information which they may input into the Platform.

It is important to note that:

- a. Users who do not agree to the terms of this Privacy Policy should immediately stop using the Platform and should not allow other Users to input their Personal Information into the Platform or otherwise conduct Assessments of them using the Platform.
- b. Non Users who do not agree to the terms of this Privacy Policy should not allow Users to input their Personal Information into the Platform or otherwise conduct Assessments of them using the Platform.
- c. If a Non User does not provide a User with consent in accordance with clause 2 of this Privacy Policy or does not agree to us handling, collecting and using their Personal Information in accordance with this Privacy Policy, the User should not supply us with their Personal Information or conduct any Assessments involving them via the Platform.

2. Non Users, Non User Personal Information and Consent

If a User wishes to collect and input Non User Personal Information (excluding Health Information) into the Platform, the User must firstly obtain consent from the relevant Non User and supply them with a copy of this Privacy Policy.

If a User wishes to collect and input Health Information into the Platform belonging to a Non User, the User must firstly obtain consent from the Non User and supply them with a copy of this Privacy Policy, unless any of the following relevant exceptions apply (“**Exceptions**”):

- The Non User has provided “implied consent” to the User for the collection of their Health Information by the User and Ripple. However, as the provision of “implied consent” will depend on the specific circumstances relating to an Assessment or other use of the Platform and is a technical legal matter, Ripple recommends that express consent is always sought by a User from a Non User, as opposed to relying on implied consent.
- The Non User is physically or legally incapable of providing consent to the collection of their Health Information by Ripple. For further information about this, please visit the following webpage on the “Office of the Australian Information Commissioner” Platform: <http://www.oaic.gov.au/engage-with-us/consultations/health-privacy-guidance/business-resource-disclosure-of-health-information-and-impaired-capacity>.
- Any other further exceptions in the Privacy Act, known as “Permitted Health Situations”, for obtaining consent to the collection of Health Information.

USERS MUST ENSURE THAT NON USERS PROVIDE ALL NECESSARY CONSENTS REQUIRED BY LAW, PRIOR TO INPUTTING ANY NON USER PERSONAL INFORMATION INTO THE PLATFORM. IT IS NOT THE RESPONSIBILITY OF RIPPLE TO MONITOR WHETHER NON USERS PROVIDE NECESSARY CONSENTS.

RIPPLE IS NOT ABLE TO PROVIDE ANY LEGAL ADVICE REGARDING THE MATTERS SET OUT IN CLAUSE 2 OF THIS PRIVACY POLICY AND ANY INFORMATION PROVIDED IS INTENDED FOR GENERAL INFORMATION PURPOSES ONLY. WE STRONGLY RECOMMEND USERS SEEK INDEPENDENT LEGAL ADVICE IF THEY HAVE ANY QUESTIONS REGARDING THE PRIVACY ACT, ANY EXCEPTIONS, CONSENT, IMPLIED CONSENT OR RELATING TO THE COLLECTION OF HEALTH INFORMATION.

3. Supply of Personal Information

Before supplying any Personal Information in relation to the Platform and/or an Assessment, Users and Non Users should ensure that there are no restrictions on them doing so.

We are not responsible for any mistake or negligence or other conduct on the part of a User or Non User where they supply Personal Information which they are not entitled to supply, but we will take reasonable steps to destroy or de-identify any such wrongfully supplied Personal Information within a reasonable timeframe after they have given us notice.

4. What kinds of information do we collect on the Platform?

The kinds of Personal Information we may collect about Users and Non Users include their name, address, e-mail address, telephone number, occupation, gender, age and date of birth.

We may also collect the following information in connection with an Assessment:

- a. Information about a User’s or Non User’s racial or ethnic origin; and/or information about a User’s or Non User’s religious beliefs or affiliations or philosophical beliefs (“**Sensitive Information**”); and/or
- b. Information or an opinion about a User’s or Non User’s health, including an illness, disability or injury, or a health service that has been or will be provided to a User or Non User; and/or personal information collected to provide a health service (“**Health Information**”).

We may also collect non-personal statistical information, in accordance with clause 13 below.

5. How do we collect Personal Information?

We collect Personal Information from various Users of the Platform. We also collect Personal Information where reasonably necessary for the proper function of the Platform and for the carrying out of an Assessment.

The ways in which we may collect Personal Information include:

- a. When Users download the Application from the Apple App Store, Google Play Store or other software application provider;
- b. When Users register an account for use of the Platform;
- c. From third party payment services when details of a User's transactions on the Platform are provided to us;
- d. From a User, when they conduct and/or complete an Assessment via the Platform;
- e. When we receive enquiries or correspondence via the Platform or by e-mail;
- f. When Users sign up to the mailing list provided on our Platform; and
- g. From Users through any use we may make of browser 'cookies' or trackers on the Platform.

This Privacy Policy does not exhaustively list the ways in which we may collect Personal Information or the kinds of Personal Information we may collect.

6. How do we use Personal Information once we have collected it?

We use Personal Information we collect for the following purposes:

- a. To understand usage trends and patterns and improve Users' overall experience of the Platform;
- b. To fix problems and respond to feedback and complaints;
- c. To enforce any agreements between a User and us, such as the Platform TOS;
- d. To allow us to run the Platform and perform administrative and operational tasks;
- e. To allow Users to conduct and complete Assessments via the Platform, including Assessments involving Non Users;
- f. To provide Users with a **Report** produced following the completion of an Assessment;
- g. To otherwise provide Users with other relevant information;
- h. For other related purposes.

We will be entitled to disclose Reports generated by the Platform (which may embody Personal Information) to relevant Users and those Users shall have rights to distribute, copy and otherwise use those Reports in accordance with the Platform TOS.

We will not sell or license Personal Information to any third parties however we may share and license non-personal statistical data to third parties, including analytics and research entities. We will endeavor to aggregate this data in such a way as will de-identify individuals.

In addition, the Privacy Act caters for particular situations called "Permitted General Situations" where Personal Information may be disclosed outside of the purposes listed above, such as to lessen or prevent a serious threat to public health or safety, or to assist in locating missing people. Other laws, or a court, might also legally compel us to disclose Personal Information.

7. How do we store Personal Information?

We may store Personal Information in a variety of ways including in the cloud or other types of networked or electronic storage.

We may store and make back-up copies of Personal Information to ensure that we are able to recover information if our systems experience a fault or outage.

8. Are we going to contact Users and Non Users for direct marketing purposes?

We may use Personal Information to directly respond to enquiries lodged by visitors to the Platform, to offer Users new products and services, to notify Users of new developments to the Platform, or for other commercial

communications from us (“**Marketing and Communication Purposes**”). By continuing to use the Platform, Users hereby consent to receiving such marketing communications. In delivering such communications, we may contact Users via e-mail. If a User does not wish to receive direct marketing communications from us, that User may **opt-out** by contacting admin@ripple.com.au. We will always give Users an opportunity to opt-out of receiving future marketing communications.

We will never use Non User Personal Information to contact Non Users for Marketing and Communication Purposes.

9. Are we responsible for the way Users handle Personal Information?

We are also not responsible for or liable in any way to Users or Non Users for the manner in which Users collect, handle or use Personal Information, collected from an Assessment, contained in a Report or otherwise collected or used in relation to the Platform. This is entirely the responsibility of the relevant User.

We cannot guarantee that Users (or any organisation of which they are associated with) will treat Personal Information, including without limitation the particulars of an Assessment and a Report, confidentially, as this is beyond our control.

We highly recommend that Users and Non Users make enquiries as to how all relevant Users (or any organisation of which they are associated with) will handle their Personal Information prior to being involved in an Assessment (by, for example, requesting the relevant User’s privacy policy or confidentiality statements).

10. How will our payment provider handle Personal Information?

Any handling of Personal information disclosed to any payment provider we may use via the Platform is out of our control and is entirely the responsibility of that payment provider. We will not be liable nor responsible for the payment provider’s handling of Personal Information.

We recommend that Users make enquiries as to how our payment provider will handle their Personal Information (by, for example, requesting a copy of the payment provider’s privacy policy).

11. Are we responsible for the privacy practices of other third parties, where we provide links to those third parties, or redirect Users to those third parties?

This Privacy Policy applies solely to information collected by us with regard to the Platform. We take no responsibility for the privacy practices of any third parties that we may link to on the Platform.

12. Can Users and Non Users access their Personal Information, and correct it if it is wrong?

Users and Non Users (jointly “**Individuals**”) can ask us to provide them with a copy of the Personal Information we hold about them. Individuals do not need a reason for asking, but we may charge them our reasonable expenses for preparing and sending them a copy of their Personal Information. We will try to respond to an Individual’s request within a reasonable timeframe. If the request would have an unreasonable impact on the privacy of others, the information is commercially sensitive, giving access would be unlawful or the request is frivolous or vexatious, we may not give the Individual the Personal Information requested.

We will take reasonable steps to see that the Personal Information we collect and store about Individuals is accurate, up-to-date and complete. To assist us, Individuals should either directly or indirectly (via a User) provide us with their correct details where requested on the Platform, and let us know if they believe the information we have about them is inaccurate, incomplete, out-of-date or misleading. If Individuals believe the Personal Information collected or used by us or a third party is false or inaccurate, they have a right to have this information corrected. We will endeavour to correct this information within a reasonable timeframe, at no expense to Individuals.

13. How do we keep Personal Information secure?

We take the security and safety of Personal Information seriously. We will take all reasonable steps to protect Personal Information from misuse, interference and loss, and unauthorised access, modification or disclosure. Unfortunately, no data transmission over the internet can be guaranteed to be completely secure and we cannot guarantee that Personal Information will only be viewed by persons who they wish to view their Personal Information. We also cannot guarantee that the Platform will be completely free from viruses, surveillance or interception.

We will take reasonable steps to destroy or de-identify Personal Information when we do not need it. However, it is the responsibility of Users and Non Users to ensure that they do not provide us with any Personal Information that we did not request from them. We may retain and use de-identified information.

14. Do we use cookies, trackers and analytics?

We may use "cookies" to store data on a User's device when they access the Platform. The information stored in the cookie would be used to identify a User's browser or device. We use this information in order to enable us to operate an efficient service, to track the patterns of behaviour of Users of the Platform and to collect statistical information about visitors to the Platform, including but not limited to IP addresses, geographical location, how Users' arrived at the Platform, and information about the device being used to access the Platform such as the browser, operating system and/or mobile device type. We would collect this information in order to improve the Platform, direct the most appropriate content to Users and for remembering a User's preferences for next time they access the Platform.

Please note that Users are able to opt out of cookie technology through changing the settings on their browser, but this may affect the way Users experience our Platform.

15. Will we transfer Personal Information to anybody?

If we change our business structure (for example by incorporating, or by bringing on board new partners), then, in our sole discretion, we may transfer, sell, license or assign Personal Information collected to one or more relevant third parties. This may make the handling of Personal Information collected via the Platform subject to a different privacy policy operated by the third party and if that is the case, we will post notice of this on our Platform.

16. Who can I contact with questions and complaints regarding this Privacy Policy?

If an individual or other person has any questions about our Platform, this Privacy Policy or how we handle Personal Information, please contact us at any time by emailing admin@ripple.com.au.

17. Further information

For further information on online privacy rights, please contact the Office of the Australian Information Commissioner:

Online: www.oaic.gov.au/privacy

Phone: 1300 363 992

Email: enquiries@oaic.gov.au