

BiiGGA Privacy Policy

1. Introduction

- 1.1. In this privacy policy, reference to **BiiGGA** is a reference to **BiiGGA Pty Ltd ABN 95 649 864 915**, and references to **you** (or similar personal pronoun) is a reference to the person about whom **BiiGGA** collects information under this privacy policy.
- 1.2. This privacy policy applies to personal information, including sensitive information, and credit related information (together **private information**) as described in the *Privacy Act 1988 (Cth)*(**Privacy Act**) and the *Spam Act 2003 (Cth)*.
- 1.3. This privacy policy is published to inform people who deal with, or may be considering dealing with, **BiiGGA** about:
 - 1.3.1. how and when **BiiGGA** collects private information;
 - 1.3.2. how **BiiGGA** uses and discloses private information;
 - 1.3.3. how **BiiGGA** keeps private information secure, accurate and up-to-date;
 - 1.3.4. how individuals can access and correct their private information after collection by **BiiGGA**; and
 - 1.3.5. how **BiiGGA** will facilitate or resolve a privacy complaint.
- 1.4. If you have any concerns or complaints about the manner in which your private information is collected, used or disclosed by **BiiGGA**, **BiiGGA** has put in place an effective mechanism and procedure for you to contact **BiiGGA** so that **BiiGGA** can attempt to resolve the issue or complaint.
- 1.5. Please note that the **BiiGGA** website may contain links to other websites. When a user has clicked on a link to another site, they leave the **BiiGGA** site and are no longer protected by this privacy policy.
- 1.6. **BiiGGA** recommends that you keep this document for future reference.

2. What is "personal information"?

Consistent with the Privacy Act, in this policy "personal information" means information or an opinion, whether true or not, and whether recorded in a material form or not, about an individual whose identity is reasonably ascertainable from the information or opinion.

3. What is "sensitive information"?

- 3.1. Consistent with the Privacy Act, in this policy "sensitive information" is a subset of personal information. It means information or an opinion about an individual's racial or ethnic origin, political opinions, membership of a political organisation, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health information about an individual, genetic information, biometric information that is to be used for the purpose of automated biometric verification or biometric identification or biometric templates and other behavioural data about the individual that may be considered by **BiiGGA** to be sensitive in nature.
- 3.2. In general, **BiiGGA** seeks to limit the collection of sensitive information, but depending on the use you make of **BiiGGA** services and the development of **BiiGGA**'s business, this may not always be possible and **BiiGGA** may collect sensitive information from you and about you in order to carry out the services provided to you and in its conduct of business. **BiiGGA** does not collect sensitive information from you without your consent as provided in this policy.
- 3.3. The type of sensitive information **BiiGGA** may collect from you or about you is dependent on the business requirements and services provided to you by **BiiGGA** and will be limited to the purpose for which it is collected. **BiiGGA** does not use sensitive information to send you Direct Marketing Communications (as described below) without your express consent as provided in this policy.

4. What is "credit related information"?

Consistent with the Privacy Act, in this policy "credit related information" is a subset of personal information, that is: identification information (such as the 'know-your-client' and other verification information) and the type of credit and commercial credit sought by an individual or which an individual may access, and the credit record of that individual.

5. How do you consent to the collection and use of your private information?

By engaging with **BiiGGA** you consent to **BiiGGA**'s collection, use and disclosure of your personal

and sensitive and credit related information ("private information") to and from persons as described in this policy including: (i) finance brokers and insurance brokers and other financial advisers or agents; (ii) banks, insurers, superannuation funds and other financial institutions; (iii) accountants, lawyers, doctors and other professional service providers; (iv) current and past employers; (v) credit reporting agencies, collection agents, liquidators, executors and similar administrators; (vi) government agencies, bodies or authorities (including courts and tribunals); and (vi) its related entities.

6. Why is your private information collected?

- 6.1. BiiGGA collects private information that is necessary for what BiiGGA does. BiiGGA holds and uses the collected private information within its own data storage devices or with a third party provider of data storage. The type of information BiiGGA may collect from you depends ultimately upon the purpose of collection. The general purpose of collection is described below. The general purpose of collection does not limit the purposes of collection, which may change from time to time.
- 6.2. The general purpose of collection is to enable BiiGGA to provide its services to you and to conduct its business lawfully and to the standards of good business practise. Pursuant to this, the type of private information BiiGGA may collect from you includes (but is not limited to) the following:
 - 6.2.1. your contact information such as full name (first and last), e-mail address, current postal address, delivery or business address (if different to postal address) and phone numbers;
 - 6.2.2. details of the property address at which you reside and conduct business, contact information of the property's occupants (such as full name, e-mail address, phone numbers), contact information of who manages the property;
 - 6.2.3. information concerning or relating to your purchases of goods or services over the BiiGGA website;
 - 6.2.4. financial and billing information (such as a direct debit order, eftpos machine numbers, credit card number / expiration date / security code, bank account details, billing address, payment information and invoice

- 6.2.5. details and purchasing history);
- 6.2.5. proof of your identity (including, but not limited to, date of birth, driver's licence, passport, birth certificate);
- 6.2.6. your opinions, statements and endorsements collected personally or via surveys and questionnaires, including but not limited to your views on and complaints about the services offered by BiiGGA; and
- 6.2.7. your participation in, or response to, BiiGGA's marketing and promotional activities, such as entering into a promotional contest.
- 6.3. BiiGGA may also collect, hold, use and disclose specifically credit related information, including: the type and amount of credit sought by you from credit providers; trade references (such as name of entity, ABN, contact name, telephone number, fax number, email, years trading with you); publicly available information about an individual's creditworthiness; consumer credit liability information (such as name of credit provider, type of consumer credit, details of the consumer credit provided); default information; repayment history information; and payment information in relation to an overdue amount.

7. How is your private information collected?

- 7.1. Your private information may be collected in a number of ways, including: directly by BiiGGA staff when you seek, or enquire about, BiiGGA services; or when you use the BiiGGA website or complete a form on the BiiGGA website or otherwise communicate with BiiGGA.
- 7.2. As much as possible or unless provided otherwise under this privacy policy, BiiGGA will collect your information directly from you or your authorised representative. In some circumstances, where it is unreasonable or impractical or inappropriate to collect information directly from you, BiiGGA may collect information about you from a third party source without necessarily informing you that it has done so. For example, BiiGGA may collect information from a publicly maintained record or from credit providers, subject to any restrictions at law. BiiGGA endeavours to make you aware that it collects details about you from someone else and why in this policy. BiiGGA may also collect private information about you when it is provided by third parties with your consent, which you provide by using BiiGGA's website or submitting a form or

engaging with BiiGGA or having your authorised representative submit forms or otherwise engage with BiiGGA. Typically, BiiGGA will not seek additional consent for the use or disclosure of your private information at the time of collection following a submission, transaction or engagement by you with BiiGGA. In certain circumstances, BiiGGA may seek confirmation of your consent to a new use or disclosure of your private information after your information has been collected, but before BiiGGA engages in such new use or disclosure.

- 7.3. When you engage in certain activities, such as entering a contest or promotion, filling out a survey, sending BiiGGA feedback, otherwise communicating with BiiGGA or making a complaint, BiiGGA may ask you to provide certain information. It is completely optional for you to engage in these activities.
- 7.4. Depending upon the reason for requiring the information, some of the information BiiGGA asks you to provide may be identified as mandatory or voluntary. If you do not provide the mandatory data or any other information BiiGGA requires in order for BiiGGA to respond to you or provide its services to you, BiiGGA may be unable to effectively respond to you or provide its services to you.
- 7.5. If you use the BiiGGA website, BiiGGA may utilise cookies and other electronic tokens which enable BiiGGA to monitor traffic patterns and to serve you more efficiently if you revisit the BiiGGA website. A cookie does not identify you personally but may identify your internet service provider or computer. You can set your browser to notify you when you receive a cookie and this will provide you with an opportunity to either accept or reject it in each instance.
- 7.6. BiiGGA may gather your IP address as part of its business activities and to assist with any operational difficulties or support issues with its services. This information does not identify you personally unless you engage with BiiGGA.

8. How may BiiGGA use and disclose your private information?

- 8.1. BiiGGA will only use or disclose your information for the primary purposes for which it was collected or a purpose related to the primary purpose or the purposes otherwise described in this policy, if this use would be reasonably expected by you or otherwise with

your consent on a reasonable reading of this policy. In this regard, it is reasonably expected that BiiGGA will use your private information in the conduct of its business and will disclose your private information to its officers, employees, associates, agents, contractors and related parties that provide administrative or other services in connection with its business including: (i) its bankers and other financial institutions or funds providers; (ii) credit reporting agencies and collection agents; (iii) where it collects your information from someone else, or another entity, then BiiGGA may disclose any of your private information to that person or entity; and (iv) relevant complaints tribunals and government agencies including the Australian Taxation Office and AUSTRAC, in accordance with its legal and regulatory obligations.

- 8.2. BiiGGA collects, holds, uses and discloses your private information to facilitate a purpose in connection with: (i) the verification of your identity; and (ii) the conduct of its business and the provision of BiiGGA services and any ancillary or secondary or related services to you, which shall include but is not limited to:
 - 8.2.1. the administration and management of BiiGGA services and any ancillary or secondary services, including charging, delivery, billing, banking, payments and settlement systems, direct debit order authorisation, eftpos (and similar) authorisation, credit card authorisation and verification, checks for financial standing, credit-worthiness (including but not limited to undertaking an assessment for credit loss and obtaining credit references, if applicable), fraud and collecting debts.
 - 8.2.2. offering you updates, or other content or products and services that may be of interest to you (unless as directed otherwise).
 - 8.2.3. facilitating the administration, management and development of BiiGGA, including but not limited to the use of your private information collected in the administration, management and development of BiiGGA.
 - 8.2.4. the improvement of BiiGGA services (including to contact you about those improvements and asking you to participate in surveys about BiiGGA services and any ancillary or secondary services including anonymous comparative research unless as directed otherwise).
 - 8.2.5. the maintenance and development of BiiGGA

services and any ancillary or secondary or related services, business systems and infrastructure.

- 8.2.6. marketing and promotional activities by BiiGGA and its related bodies (including by direct mail, telemarketing, email, SMS and MMS messages, and advertisements on social media) such as BiiGGA newsletters (unless as directed otherwise).
- 8.2.7. marketing and promotional activities by BiiGGA (including by direct mail, telemarketing, email, SMS and MMS messages, and advertisements on social media) that promote the goods or services provided by BiiGGA commercial partners that may be of interest to you and for which BiiGGA may derive a commercial benefit from (unless as directed otherwise).
- 8.2.8. the provision of customer service functions, including handling customer enquiries and complaints, to offer you updates, or other content or products and services that may be of interest to you (unless as directed otherwise).
- 8.2.9. BiiGGA's compliance with applicable laws.
- 8.2.10. the sale, and matters in connection with a potential sale, of the BiiGGA business or company to a third party.
- 8.2.11. any other matters reasonably necessary to continue the conduct of BiiGGA's business and to provide its services and any ancillary or secondary or related services to you including the ongoing business development of BiiGGA.
- 8.2.12. other purposes related to any of the above.
- 8.3. By engaging with BiiGGA you expressly agree and consent to BiiGGA using or disclosing your private information without informing you or seeking your further or additional consent if: (i) BiiGGA reasonably believes the use or disclosure will enable, improve, enhance or develop BiiGGA's service delivery and business; (ii) BiiGGA reasonably believes that the use or disclosure is necessary to lessen or prevent a serious or imminent threat to an individual's life, health or safety or to lessen or prevent a threat to public health or safety; (ii) BiiGGA has reason to suspect that unlawful activity has been, or is being, engaged in; or (iii) BiiGGA is so required or authorised by law.

9. What types of organisations may BiiGGA disclose your information to?

- 9.1. BiiGGA may disclose your information to organisations outside of BiiGGA. Examples of

organisations and parties that your information may be provided to include: (i) offshore service providers, if any; (ii) related entities and subsidiaries of BiiGGA; (iii) third parties, such as BECS for processing your debit orders or PayWay for processing online payment card transactions; (iv) third parties, such as service providers who advise on business or finance, including but not limited to your accountant, broker or other intermediary; (v) third parties, such as advertising agencies, for the purpose of advertising and promoting the goods and services of BiiGGA and its commercial partners which may be of interest to you; and (vi) BiiGGA associates, contractors, agents and venture partners, including but not limited to BiiGGA suppliers and distributors, or other persons who assist BiiGGA in providing BiiGGA services and ancillary and secondary or related services to you.

- 9.2. Your private information is disclosed to these organisations and parties only in relation to the goods or services BiiGGA provides to you or for a purpose permitted by this privacy policy.
- 9.3. BiiGGA will take such steps as are reasonable to ensure that these organisations and parties are aware of the provisions of this privacy policy in relation to your private information. However, information provided to third parties will be dealt with in accordance with the relevant third party's privacy policy if so required by BiiGGA or the third party. In that event BiiGGA will notify you of the third party's privacy policy, which shall supersede this privacy policy as regards your private information held by the third party on the date of the notice.

10. Direct Marketing

- 10.1. By giving your private information to BiiGGA and consenting to BiiGGA obtaining such information, you expressly consent to BiiGGA using your private information, including any email address and mobile phone numbers you give to BiiGGA, to tell you about BiiGGA services, ancillary or secondary services or events or any other direct marketing activity, including third party products, services, and events from BiiGGA's commercial partners, ("Marketing Communications") which BiiGGA considers may be of interest to you. These Marketing Communications may be sent directly by BiiGGA and via third parties by email, SMS and social media and you consent to BiiGGA providing your email and mobile

phone number to external advertising agencies for this purpose.

- 10.2. If at any time you do not wish to receive any further Marketing Communications from BiiGGA, you may ask BiiGGA to cease sending you further Marketing Communications about products and services and not to disclose your information to other organisations for that purpose. You may also ask BiiGGA to not provide further Marketing Communications solely in respect of BiiGGA's commercial partners. You may do this at any time by using the unsubscribe facility included in the email, SMS or MMS message, or by contacting BiiGGA as set out in this policy.

11. Cross Border Disclosure

- 11.1. Any private information provided to BiiGGA may be transferred to, and stored at, a destination outside Australia, including but not limited to New Zealand, where BiiGGA may utilise overseas data and website hosting facilities or have entered into contractual arrangements with third party service providers to assist BiiGGA with providing BiiGGA services to you. Private information may also be processed by staff or by other third parties operating outside Australia who work for BiiGGA or for one of BiiGGA's suppliers, agents, partners or related companies.
- 11.2. By submitting your private information to BiiGGA, you expressly agree and consent to the disclosure, transfer, storing, processing handling and use of your private information outside of Australia. In providing this consent, you understand and acknowledge that countries outside Australia do not always have the same privacy protection obligations as Australia in relation to private information. However, BiiGGA may take certain steps to ensure that your information is used by third parties securely and in accordance with the terms of this privacy policy.
- 11.3. In this regard, the Privacy Act requires a recipient of personal information under the Act to take such steps as are reasonable in the circumstances to ensure that any recipients of your private information outside of Australia do not breach the privacy principles contained within the Privacy Act. You consent under this policy or BiiGGA's terms to BiiGGA not being required to take such steps and for the purposes of the Privacy Act (if applicable), sub-clause 8.1 of Principle 8 of the Australian

Privacy Principles is excluded. Nevertheless, BiiGGA acknowledges the importance of protecting private information and may take reasonable steps to ensure that your information is used by third parties securely and in accordance with the terms of this privacy policy. If you do not agree to the transfer of your private information outside Australia, please contact BiiGGA as set out in this document.

12. Data quality and security

- 12.1. BiiGGA will take reasonable steps to help ensure your private information is safe. You will appreciate, however, that BiiGGA cannot guarantee the security of all transmissions or information, especially where the Internet and electronic communications are involved.
- 12.2. Notwithstanding the above, while BiiGGA will take reasonable steps to: (i) make sure that the private information BiiGGA collects, uses or discloses is accurate, complete and up to date in accordance with this policy and the BiiGGA Terms and Conditions; (ii) protect your private information from misuse, loss, unauthorised access, modification or disclosure both physically and through computer security methods; and (iii) destroy or permanently de-identify private information if it is no longer needed for its purpose of collection, you acknowledge and agree that:
 - 12.2.1. BiiGGA is entitled to rely on your representations or those of your authorised representatives to ensure the accuracy, completeness and currency of your private information and without further or additional inquiry or verification.
 - 12.2.2. electronic information handling, storage, use and management, fax and electronic mail and Short Message Services and other electronic messaging services (together "electronic information") are not secure and there are risks of legally or commercially or personally private information being inadvertently misdirected, security breaches, loss or non-delivery of material, and you confirm that your arrangements and conduct, including with regard to your identity, passwords and electronic information management, are sufficiently secure and confidential to protect your interests and we are not obliged to take steps to verify or confirm electronic information and whether we take such steps or not we will have no duty or liability as a

result of an electronic information breach that does not originate from us and you will carry out effective procedures and conduct yourself to protect the integrity of your electronic information.

- 12.3. Your private information will be stored as physical files in a secured area, on BiiGGA's electronic data base system, on cloud based servers or on computers with appropriate back up and security systems. BiiGGA aims to protect your personally identifiable information from loss, misuse, interference, unauthorised access or alteration by:
 - 12.3.1. imposing confidentiality requirements on BiiGGA's employees;
 - 12.3.2. implementing security measures to govern access to BiiGGA's systems;
 - 12.3.3. only providing access to private information once proper identification has been given;
 - 12.3.4. controlling access to BiiGGA's premises; and
 - 12.3.5. implementing website protection measures.
- 12.4. However, the accuracy of private information depends largely on the information you provide to BiiGGA, so BiiGGA recommends that you:
 - 12.4.1. let BiiGGA know if there are any errors in your private information; and
 - 12.4.2. keep BiiGGA up-to-date with changes to your private information (such as your name or address).

13. How can you access, correct or update your private information?

- 13.1. You are entitled to have access to any private information relating to you which BiiGGA possesses, except in some exceptional circumstances provided by law. You are also entitled to edit and correct such information if the information is inaccurate, out of date, incomplete, irrelevant or misleading, provided that you can demonstrate to BiiGGA's reasonable satisfaction that such information is incorrect, inaccurate, out of date, incomplete, irrelevant or misleading.
- 13.2. If you would like access to or to correct any records of private information BiiGGA has about you, you are able to access and update that information (subject to the above) by contacting BiiGGA by email or otherwise in writing. BiiGGA requires that requests for access to or to update / correct private information be in writing outlining the details of your request and demonstrating that the information sought is your private information

and the reason why the access or update / correction should be permitted.

- 13.3. BiiGGA will take appropriate steps to verify your identity (or verify that you act as an authorised agent of the individual concerned) before granting a request to access your private information. You may be charged reasonable expenses incurred in giving you any information you have requested (such as searching and photocopying costs) and may be required to provide evidence supporting your request to correct information at your own cost.
- 13.4. BiiGGA will respond to your request for access to your private information within a reasonable time after you make the request. If access is granted, access will be provided within 30 days from your request. BiiGGA will, on request, provide you with access to your private information or BiiGGA will permit an update or correction of your private information unless BiiGGA is lawfully excluded from granting your request, including if: (i) giving access would be unlawful; (ii) BiiGGA is required or authorised by law or a court/tribunal order to deny access; or (iii) giving access is likely to prejudice one or more enforcement related activities conducted by an enforcement body.
- 13.5. Where your request for access is accepted, BiiGGA will provide you with access to your private information in any manner convenient to BiiGGA and in a manner as requested by you, providing it is reasonable to do so.
- 13.6. Your request for correction will be finalised within 30 days, or such longer period as agreed by you. If BiiGGA denies your request, BiiGGA will provide you with a written notice providing reasons for the refusal and the process for making a complaint about the refusal to grant your request.
- 13.7. BiiGGA will accept your request for correction of your credit related information where BiiGGA is satisfied that it is inaccurate, out-of-date, incomplete, irrelevant or misleading.
- 13.8. Upon accepting a request for correction of your private information, BiiGGA will take all steps that are reasonable in the circumstances, having regard to the purpose for which your information is held, to correct your private information.
- 13.9. If your request for correction of credit related information is accepted BiiGGA will provide written notice of this correction to any entity to

which BiiGGA has disclosed this information previously, to the extent that this is practicable.

14. Can I deal with BiiGGA anonymously?

At the time you engage with BiiGGA it is no longer lawful or practicable for you to deal with BiiGGA anonymously or by using a pseudonym and you warrant that the information you provide is true, correct and up to date.

15. What are the specific credit related private information notifiable matters?

BiiGGA may disclose your credit related information to any credit reporting bodies. Any credit related information BiiGGA collects or holds about you will be dealt with in accordance with this privacy policy.

16. How do you resolve privacy complaints?

16.1. BiiGGA has put in place an effective mechanism and procedure to resolve privacy complaints. BiiGGA will ensure that all complaints are dealt with in a reasonably appropriate timeframe, but not more than 30 days after receiving the complaint, so that any decision (if any decision is required to be made) is made expeditiously and in a manner that does not compromise the integrity or quality of any such decision.

16.2. If you have any concerns or complaints about the manner in which BiiGGA has collected, used or disclosed and stored your private information or other questions about this policy, please contact BiiGGA in writing marked for the attention of the Privacy Officer by:

16.2.1. Email: info@BiiGGA.au

16.2.2. Post: PO Box 7055, Upper Mt Gravatt QLD 4122

16.3. In order to resolve a complaint, BiiGGA will:

16.3.1. liaise with you to identify and define the nature and cause of the complaint;

16.3.2. keep you informed of the likely time within which BiiGGA will respond to your complaint; and

16.3.3. inform you of the legislative basis (if any) of BiiGGA's decision in resolving such complaint.

16.3.4. keep a record of the complaint and any action taken in a Register of Complaints.

16.4. If you are unsatisfied with the outcome of your complaint you may refer your complaint to the Office of the Australian Information Commissioner to be resolved.

17. Consent

17.1. By voluntarily supplying BiiGGA with your private information, and whether engaging with BiiGGA or using BiiGGA's website or by accepting the terms of BiiGGA's terms and conditions which refer to this privacy policy, you are agreeing to the terms of this privacy policy.

17.2. BiiGGA reserves the right to modify its privacy policy as its business needs require. BiiGGA will notify you of such changes (whether by direct communication or by posting a notice on its website), after which, your continued use of BiiGGA, services or website or your continued engagement with BiiGGA shall be deemed to be your agreement to the modified terms. If you do not agree to BiiGGA's continued use of your private information due to the changes in its privacy policy, please contact BiiGGA as set out in this policy.



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