

PRIVACY POLICY

This Privacy Policy sets out our commitment to protecting the privacy of personal information provided to us, or otherwise collected by us, offline or online, including through our website (Site). In this Privacy Policy we, us or our means Fitness Data Pty Ltd ABN: 61640351140

PERSONAL INFORMATION

The types of personal information we may collect about you include:

your contact details, specifically, your email address, first name and last name, and other business information, which you provide to us for the purpose of becoming an Account owner or user of our services and applications, and to enable us to continue to manage your account and relationship with us, in furtherance of the performance of the contract allowing you to use the Service, including:

- your credit card details via third party platforms 'Chargebee and Stripe' we do not store and process your credit card and associated information required to process payments for the use of our platform or excel add in;
- your preferences and/or opinions;
- information you provide to us through customer surveys;
- details of products and services we have provided to you and/or that you have enquired about, and our response to you;
- information about your access and use of our Site, including through the use of Internet cookies, your communications with our Site, the type of browser you are using, the type of operating system you are using and the domain name of your Internet service provider;
- additional personal information that you provide to us, directly or indirectly, through your use of our Site, associated applications, associated social media platforms and/or accounts from which you permit us to collect information; and
- any other personal information requested by us and/or provided by you or a third party.

We may collect these types of personal information directly from you or from third parties.

COLLECTION AND USE OF PERSONAL INFORMATION

We may collect, hold, use and disclose personal information for the following purposes:

- to enable you to access and use our Site, associated;
- to contact and communicate with you;
- for internal record keeping and administrative purposes;
- for analytics, market research and business development, including to operate and improve our Site, associated applications;
- to run competitions and/or offer additional benefits to you;
- for advertising and marketing, including to send you promotional information about our products and services and information about third parties that we consider may be of interest to you;
- to comply with our legal obligations and resolve any disputes that we may have; and
- to consider your or any employment application(s).

DISCLOSURE OF PERSONAL INFORMATION TO THIRD PARTIES

We may disclose personal information to:

- third party service providers for the purpose of enabling them to provide their services, including (without limitation) IT service providers, data storage, web-hosting and server providers, debt collectors, maintenance or marketing or advertising providers, professional advisors and payment systems operators;
- our employees, contractors and/or related entities;
- our existing or potential agents or business partners;
- sponsors or promoters of any competition we run;
- anyone to whom our business or assets (or any part of them) are, or may (in good faith) be, transferred;
- credit reporting agencies, courts, tribunals and regulatory authorities, in the event you fail to pay for goods or services we have provided to you;
- courts, tribunals, regulatory authorities and law enforcement officers, as required by law, in connection with any actual or prospective legal proceedings, or in order to establish, exercise or defend our legal rights; and
- third parties, including agents or sub-contractors, who assist us in providing information, products, services or direct marketing to you. This may include parties located, or that store data, outside of Australia; and
- third parties to collect and process data, such as Google Analytics or other relevant businesses. This may include parties that store data outside of Australia

By providing us with personal information, you consent to the disclosure of your personal information to third parties who reside outside Australia and acknowledge that we are not required to ensure that those third parties comply with Australian privacy laws.

HOW WE TREAT PERSONAL INFORMATION THAT IS ALSO SENSITIVE INFORMATION

Sensitive information is a subset of personal information that is given a higher level of protection under the Australian Privacy Principles. Sensitive information means information relating to your racial or ethnic origin, political opinions, religion, trade union or other professional associations or memberships, philosophical beliefs, sexual orientation or practices, criminal records, health information or biometric information. We do not collect or process such information in the delivery of services and applications to you.

YOUR RIGHTS AND CONTROLLING YOUR PERSONAL INFORMATION

CHOICE AND CONSENT

Please read this Privacy Policy carefully. By providing personal information to us, you consent to us collecting, holding, using and disclosing your personal information in accordance with this Privacy Policy. You do not have to provide personal information to us, however, if you do not, it may affect your use of this Site or the products and/or services offered on or through it.

INFORMATION FROM THIRD PARTIES

If we receive personal information about you from a third party, we will protect it as set out in this Privacy Policy. If you are a third party providing personal information about somebody else, you represent and warrant that you have such person's consent to provide the personal information to us.

RESTRICT

You may choose to restrict the collection or use of your personal information. If you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by contacting us using the details below.

ACCESS

You may request details of the personal information that we hold about you. An administrative fee may be payable for the provision of such information. In certain circumstances, as set out in the Privacy Act 1988 (Cth), we may refuse to provide you with personal information that we hold about you.

CORRECTION

If you believe that any information we hold about you is inaccurate, out of date, incomplete, irrelevant or misleading, please contact us using the details below. We will take reasonable steps to correct any information found to be inaccurate, incomplete, misleading or out of date.

COMPLAINTS

If you believe that we have breached the Australian Privacy Principles and wish to make a complaint, please contact us using the details below and provide us with full details of the alleged breach. We will promptly investigate your complaint and respond to you, in writing, setting out the outcome of our investigation and the steps we will take to deal with your complaint.

UNSUBSCRIBE

To unsubscribe from our e-mail database or opt-out of communications (including marketing communications), please contact us using the details below or opt-out using the opt-out facilities provided in the communication.

STORAGE AND SECURITY

We are committed to ensuring that the personal information we collect is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the personal information and protect it from misuse, interference, loss and unauthorised access, modification and disclosure.

We cannot guarantee the security of any information that is transmitted to or by us over the Internet. The transmission and exchange of information is carried out at your own risk. Although we take measures to safeguard against unauthorised disclosures of information, we cannot assure you that the personal information we collect will not be disclosed in a manner that is inconsistent with this Privacy Policy.

COOKIES AND WEB BEACONS

We may use cookies on our Site from time to time. Cookies are text files placed in your computer's browser to store your preferences. Cookies, by themselves, do not tell us your email address or other personally identifiable information. However, they do allow third parties, such as Google and Facebook, to cause our advertisements to appear on your social media and online media feeds as part of our retargeting campaigns. If and when you choose to provide our Site with personal information, this information may be linked to the data stored in the cookie.

We may use web beacons on our Site from time to time. Web beacons (also known as Clear GIFs) are small pieces of code placed on a web page to monitor the visitor's behaviour and collect data about the visitor's viewing of a web page. For example, web beacons can be used to count the users who visit a web page or to deliver a cookie to the browser of a visitor viewing that page.

LINKS TO OTHER WEBSITES

Our Site may contain links to other websites. We do not have any control over those websites and we are not responsible for the protection and privacy of any personal information which you provide whilst visiting those websites. Those websites are not governed by this Privacy Policy.

AMENDMENTS

We may, at any time and at our discretion, vary this Privacy Policy by publishing the amended Privacy Policy on our Site. We recommend you check our Site regularly to ensure you are aware of our current Privacy Policy.

For any questions or notices, please contact our Privacy Officer at:

Finess Data Pty Ltd 72 629 015 309

Email: support@finess.co

TERMS OF USE

This website (Site) is operated by Finess Pty Ltd 72 629 015 309 (we, our or us). It is available at: www.finess.co and may be available through other addresses or channels.

CONSENT

By accessing and/or using our Site, you agree to these terms of use and our Privacy Policy available on our website (Terms). Please read these Terms carefully and immediately cease using our Site if you do not agree to them.

VARIATIONS

We may, at any time and at our discretion, vary these Terms by publishing the varied terms on our Site. We recommend you check our Site regularly to ensure you are aware of our current terms. Materials and information on this Site (Content) are subject to change without notice. We do not undertake to keep our Site up-to-date and we are not liable if any Content is inaccurate or out-of-date.

LICENCE TO USE OUR SITE

We grant you a non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use our Site in accordance with these Terms. All other uses are prohibited without our prior written consent.

PROHIBITED CONDUCT

You must not do or attempt to do anything: that is unlawful; prohibited by any laws applicable to our Site; which we would consider inappropriate; or which might bring us or our Site into disrepute, including (without limitation):

- a. anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;
- b. using our Site to defame, harass, threaten, menace or offend any person;
- c. interfering with any user using our Site;
- d. tampering with or modifying our Site, knowingly transmitting viruses or other disabling features, or damaging or interfering with our Site, including (without limitation) using trojan horses, viruses or piracy or programming routines that may damage or interfere with our Site;
- e. using our Site to send unsolicited email messages; or
- f. facilitating or assisting a third party to do any of the above acts.

EXCLUSION OF COMPETITORS

You are prohibited from using our Site, including the Content, in any way that competes with our business.

INFORMATION

The Content is not comprehensive and is for general information purposes only. It does not take into account your specific needs, objectives or circumstances, and it is not advice. While we use reasonable attempts to ensure the accuracy and completeness of the Content, we make no representation or warranty in relation to it, to the maximum extent permitted by law.

INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, we own or licence all rights, title and interest (including intellectual property rights) in our Site and all of the Content. Your use of our Site and your use of and access to any Content does not grant or transfer to you any rights, title or interest in relation to our Site or the Content. You must not:

- a. copy or use, in whole or in part, any Content;
- b. reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any Content to any third party; or
- c. breach any intellectual property rights connected with our Site or the Content, including (without limitation) altering or modifying any of the Content, causing any of the Content to be framed or embedded in another website or platform, or creating derivative works from the Content.

USER CONTENT

You may be permitted to post, upload, publish, submit or transmit relevant information and content (User Content) on our Site. By making available any User Content on or through our Site, you grant to us a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free licence to use the User Content, with the right to use, view, copy, adapt, modify, distribute, license, sell, transfer, communicate, publicly display, publicly perform, transmit, stream, broadcast, access, or otherwise exploit such User Content on, through or by means of our Site.

You agree that you are solely responsible for all User Content that you make available on or through our Site. You represent and warrant that:

- a. you are either the sole and exclusive owner of all User Content or you have all rights, licences, consents and releases that are necessary to grant to us the rights in such User Content (as contemplated by these Terms); and
- b. neither the User Content nor the posting, uploading, publication, submission or transmission of the User Content or our use of the User Content on, through or by means of our Site will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

We do not endorse or approve, and are not responsible for, any User Content. We may, at any time (at our sole discretion), remove any User Content.

THIRD PARTY SITES

Our Site may contain links to websites operated by third parties. Unless expressly stated otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. You should make your own investigations with respect to the suitability of those websites.

DISCONTINUANCE

We may, at any time and without notice to you, discontinue our Site, in whole or in part. We may also exclude any person from using our Site, at any time and at our sole discretion. We are not responsible for any Liability you may suffer arising from or in connection with any such discontinuance or exclusion.

WARRANTIES AND DISCLAIMERS

To the maximum extent permitted by law, we make no representations or warranties about our Site or the Content, including (without limitation) that:

- a. they are complete, accurate, reliable, up-to-date and suitable for any particular purpose;
- b. access will be uninterrupted, error-free or free from viruses; or
- c. our Site will be secure.

You read, use and act on our Site and the Content at your own risk.

LIMITATION OF LIABILITY

To the maximum extent permitted by law, we are not responsible for any loss, damage or expense, howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent (Liability) suffered by you or any third party, arising from or in connection with your use of our Site and/or the Content and/or any inaccessibility of, interruption to or outage of our Site and/or any loss or corruption of data and/or the fact that the Content is incorrect, incomplete or out-of-date.

INDEMNITY

To the maximum extent permitted by law, you must indemnify us, and hold us harmless, against any Liability suffered or incurred by us arising from or in connection with your use of our Site or any breach of these Terms or any applicable laws by you. This indemnity is a continuing obligation, independent from the other obligations under these Terms, and continues after these Terms end. It is not necessary for us to suffer or incur any Liability before enforcing a right of indemnity under these Terms.

TERMINATION

These Terms are effective until terminated by us, which we may do at any time and without notice to you. In the event of termination, all restrictions imposed on you by these Terms and limitations of liability set out in these Terms will survive.

SEVERANCE

If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision must be read down as narrowly as necessary to allow it to be valid or enforceable. If it is not possible to read down a provision (in whole or in part), that provision (or that part of that provision) is severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.

JURISDICTION

Your use of our Site and these Terms are governed by the laws of NSW. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating in NSW and any courts entitled to hear appeals from those courts and waive any right to object to proceedings being brought in those courts.

Our Site may be accessed throughout Australia and overseas. We make no representation that our Site complies with the laws (including intellectual property laws) of any country outside Australia. If you access our Site from outside Australia, you do so at your own risk and are responsible for complying with the laws of the jurisdiction where you access our Site.

FOR ANY QUESTIONS AND NOTICES, PLEASE CONTACT US AT:

Website: www.finessdata.com

Email: support@finess.co

Business details: Finess Data Pty Ltd, ABN: 61640351140

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