

# Yodal Privacy Policy

(Last updated 21 February 2023)

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## 1. Our Privacy Statement

yodal.com.au (the "**Website**") is operated by Yodal Pty Ltd ACN 608 966 445, an Australian registered company ("**Yodal**", "**we**", "**our**", "**us**") which is wholly owned by gzeros Pty Ltd ACN 613 578 788.

Our contact details are:

<b>Name:</b>	Yodal
<b>Address:</b>	PO Box 2090, Fortitude Valley QLD 4006
<b>Phone:</b>	1300 864 608
<b>Email Address:</b>	support@yodal.com.au
<b>Contact:</b>	Brandon Thompson

This privacy policy sets out Our policies relating to the collection and use of Your Personal Information whilst You use the Website.

Yodal is committed to protecting privacy. We understand that visitors and users of the Website are concerned about their privacy, and the confidentiality and security of any Personal Information that is provided.

We will only disclose Personal Information in accordance with the *Privacy Act 1988* (Cth) (or other applicable law), the Australian Privacy Principles, Our terms and conditions of use, and this privacy policy. If there is any inconsistency, the *Privacy Act 1988* (Cth) (or other applicable law) will prevail to the extent of any inconsistency.

Words that are capitalised, including "Personal Information" and "Sensitive Information" are defined in clause 2 of this policy.

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## 2. Definitions

"**Adviser**" means an individual who registers with Yodal to access the resources and template document generation services.

"**Client**" means an individual who is a client of a registered Adviser, about whom Yodal produces template documentation.

"**Lawyer**" means a lawyer who registers with Yodal and provides legal services to Clients.

"**Personal Information**" has the same meaning as 'Personal Information' as defined in section 6 of the *Privacy Act 1988* (Cth).

"**Sensitive Information**" has the same meaning as 'Sensitive Information' as defined in section 6 of the *Privacy Act 1988* (Cth).

"**User**" means the Client, the Adviser or the Lawyer individually or jointly, as the case permits.

“You” means the individual whose Personal Information has been provided to Yodal.

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### **3. Collection of Personal Information**

#### **3.1 All Users**

When a User visits the Website, Our servers automatically record information for statistical purposes about how the User uses the Website such as:

- (a) the type of browser used;
- (b) the referring URL;
- (c) the IP address;
- (d) the number and type of pages viewed;
- (e) the date and time of visits; and
- (f) the exit URL.

This information we collect is not Personal Information and, in any event, remains anonymous. We do not link this anonymous information to any other Personal Information unless You have either registered with Yodal or are logged in at the time of use.

#### **3.2 Advisers as Users**

If You are an Adviser then upon Your registration with Us, We collect information about You in order to provide You with access to resources and the template document generation services available through Yodal. We collect non-identifying information as well as Personal Information from You directly when You first register and also from time to time thereafter if You provide Us with additional information.

Personal Information which We may collect includes, without limitation:

- (a) Your full name;
- (b) Your business address;
- (c) Your phone number;
- (d) Your credit card information.

Other information collected by Us, which may or may not be considered to be Personal Information includes, without limitation:

- (a) Your email address;
- (b) Your age;
- (c) Your dealer group;
- (d) Your business name;

- (e) Your occupation;
- (f) Your AFSL

Sensitive Information which may be collected by Us includes, without limitation:

- (a) Your racial or ethnic origin;
- (b) Your membership of a professional or trade association;

and is only collected if You elect to provide that information to Us.

### **3.3 Clients as Users**

If You are a Client then access to the template document generation services and other services offered by Yodal is through Your Adviser's registration. In order to provide You with template documentation, We collect non-identifying information as well as Personal Information from Your Adviser about You.

Personal Information about You which may be collected by Us includes, without limitation:

- (a) Your full name;
- (b) Your residential address;
- (c) Your phone number;
- (d) Your bank account details and credit card information;
- (e) information about Your opinions and what You like.

Other information collected by Us about You, which may or may not be considered to be Personal Information includes, without limitation:

- (f) Your email address;
- (g) Your age;
- (h) Your occupation;
- (i) the names and ages of Your children and other family members and related parties;
- (j) details of Your companies, trusts and superannuation fund (if any).

Sensitive Information which may be collected by Us about You includes, without limitation:

- (k) Your racial or ethnic origin;
- (l) membership of a political association;
- (m) membership of a profession or trade association;
- (n) Your religious beliefs or affiliations; and
- (o) Your health information,

and is only collected if You consent to provide that information to Us.

### **3.4 Lawyers as Users**

If You are a Lawyer then upon Your registration with Yodal We collect information about You in order to provide You with access to resources and the ability to provide legal services to Clients by using Our template documents. We collect non-identifying information as well as Personal Information from You directly when You first register and also from time to time thereafter if You provide us with additional information.

Personal Information which may be collected by Us includes, without limitation:

- (a) Your full name;
- (b) Your residential address;
- (c) Your business address;
- (d) Your phone number;
- (e) Your bank account details and credit card information.

Other information collected by Us, which may or may not be considered to be Personal Information includes, without limitation:

- (f) Your email address;
- (g) Your business name;
- (h) Your occupation.

Sensitive Information which may be collected by Us includes, without limitation:

- (i) Your racial or ethnic origin;
- (j) Your membership of a professional or trade association,

and is only collected if You elect to provide that information to Us.

### **3.5 Where You are not an Adviser, a Client or a Lawyer**

Advisers and Clients often disclose Personal Information to Yodal about a Client's family members and other related parties. Personal Information which may be collected by Us includes, without limitation:

- (a) Your full name;
- (b) Your residential address;
- (c) Your business address;
- (d) Your phone number;

Other information collected by Us, which may or may not be considered to be Personal Information includes, without limitation:

- (e) Your email address;
- (f) Your business name;
- (g) Your occupation.

Sensitive Information which may be collected by Us includes, without limitation:

- (h) Your racial or ethnic origin;
- (i) Your membership of a professional or trade association,

and is only collected if a Client or Adviser elects to provide that information to Us.

### **3.6 Cookies**

- (a) We utilise "cookies" which enable Us to monitor traffic patterns and to serve You more efficiently if You revisit the Website. A cookie does not identify You personally but it does identify Your computer. You can set Your browser to disable cookies or to notify You when You receive a cookie and provide You with an opportunity to either accept or reject it in each instance. If You disable cookies, You may not be able to access certain areas or features on Our Website.
- (b) Information collected via cookies may be used by Us and third party vendors to:
  - (i) support Google Analytics for Display Advertising, including Remarketing and Google Display Network Impression Reporting to advertise Our services online;
  - (ii) optimize, personalize and serve ads based on Your past visits to Our website;
  - (iii) report uses of ad services, and interactions with ad impressions and how they are related to visits to Our website.

### **3.7 Third Parties**

We may allow third parties, including authorized service providers (such as web hosting services) and advertising companies access to the Website. Any information that these third parties collect via cookies is completely anonymous and is non-identifiable.

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## **4. Purposes of collecting, holding, using and disclosing Personal Information**

### **4.1 Collect from You only**

Where it is reasonable or practical to do so, We will endeavour to only collect Personal Information about:

- (a) You from You; and
- (b) You from a User.

#### 4.2 Purposes of collecting Personal Information

- (a) We will only collect Personal Information that is reasonably necessary for:
  - (i) enabling Us to process a User's application for registration and enabling us to provide them with access to the services offered by Yodal;
  - (ii) customising the template documentation which an Adviser, on behalf of their Client, requests be prepared and provide that template documentation to the Adviser, the Lawyer and the Client;
  - (iii) enabling the Client's nominated Lawyer to review the Client's template documentation, contact the Adviser and the Client to provide legal advice and legal services;
  - (iv) Us to provide such other products or services as may be made available by Us through Our Website;
  - (v) Our internal research and statistical purposes (including market segmentation and customer value analysis); and
  - (vi) enabling Us to forward to a User other information or material which We believe may be of interest to the User.

(the "Primary Purpose").

#### 4.3 Holding of Personal Information

- (a) Our services include the storage of template documentation and signed documentation to enable Advisers and Clients to undertake reviews of their estate planning requirements in the future (**Reviews**). To enable Advisers to continue to undertake Reviews, We will continue to hold, for an indefinite period of time, Personal Information about the Adviser, the Client and the Lawyer after the template documentation requested by the Adviser on behalf of the Client has been prepared. This Personal Information will be accessible through the Adviser's registration with Us.
- (b) In order for a User to Review template documentation previously prepared by Yodal, We shall hold for an indefinite period of time Client's Personal Information. A Client's Personal Information may be amended or removed by their Adviser at any time through this Website.
- (c) We will take reasonable steps to protect Personal Information that We hold from:
  - (i) misuse, interference and loss; and
  - (ii) unauthorised access, modification or disclosure.
- (d) To protect the Personal Information We will:
  - (i) adopt measures to protect our computer systems and networks for storing, processing and transmitting Personal Information and from unauthorised access, modification and disclosure;

- (ii) protect communications via data transmission including emails and voice transmission from interception and preventing unauthorised intrusion into Our computer networks;
  - (iii) adopt procedural and personnel measures for limiting access to Personal Information except by authorised staff approved for the Primary Purpose and controls to minimise security risks to our information technology systems; and
  - (iv) such other security measures as We consider reasonable.
- (e) If:
- (i) We hold Personal Information about You; and
  - (ii) We no longer need the Personal Information for any purpose for which the information may be used or disclosed by us under the *Privacy Act 1988* (Cth) or other applicable law; and
  - (iii) We are not required by or under an Australian law, other applicable law or a court/tribunal order, to retain the information,

We will take reasonable steps in the circumstances to destroy the information or to ensure that all identifying features are removed from the information.

#### 4.4 Use and disclosure of Personal Information

- (a) We will use or disclose Personal Information for the Primary Purpose where it is reasonably necessary.
- (b) We will disclose Your Personal Information to Our business partners with whom We contract in order to provide the products and services as part of our Primary Purpose. We will only disclose Your Personal Information to business partners who have a commitment to deal with Your Personal Information in a manner that is compliant with the *Privacy Act 1988*.
- (c) We will not use or disclose any Personal Information about You for any purpose other than the Primary Purpose (the "**Secondary Purpose**") unless:
  - (i) both of the following apply:
    - (A) the Secondary Purpose is related to the Primary Purpose and if the Personal Information is Sensitive Information, the Secondary Purpose is directly related to the Primary Purpose; and
    - (B) You would reasonably expect Us to use or disclose the Personal Information for the Secondary Purpose; or
  - (ii) You have consented to the use or disclosure; or
  - (iii) the use or disclosure of the Personal Information is required or authorised under an Australian law, other applicable law or a court/tribunal order; or

- (iv) We have entered into an agreement to sell Yodal, or the whole of or part of the business owned by Yodal, and it is a condition of that sale that Personal Information be transferred to the purchaser; or
- (v) We enter into an agreement with a third party who will store Personal Information on Our behalf.

#### **4.5 Disclosure to overseas recipients**

We will only disclose Personal Information to an overseas recipient if:

- (a) You consent to the transfer; or
- (b) the disclosure of the information is required or authorised by or under an Australian law, other applicable law or a court/tribunal order.

#### **4.6 Unsolicited Information**

If We collect Personal Information, which We have not sought or requested, and if We determine that We are otherwise permitted to collect that information in compliance with the Australian Privacy Principles or other applicable law, that information will be dealt with in accordance with the terms of this Privacy Policy. If however, We determine that the collection of Personal Information is not permitted under the terms of the Australian Privacy Principles or other applicable law, then We will destroy or de-identify that Information as soon as practicable, where it is lawful and reasonable to do so.

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## **5. Access and Correction**

### **5.1 Access to Personal Information**

We will provide You with access to the Personal Information held by Us in relation to You except to the extent that:

- (a) giving access would be unlawful; or
- (b) denying access is required or authorised by or under an Australian law, other applicable law or a court/tribunal order.

### **5.2 Request for Access**

To request access to the Personal Information held by Us about You, You must contact Us using the contact details provided in clause 1, following which We will contact You within a reasonable time from Our receipt of Your request and either provide You with that Personal Information, or notify You when We will provide You with the Personal Information. In any event the Personal Information requested will be provided not more than 30 days after Our receipt of Your request unless We decide not to provide You with access to the Personal Information in which case We will advise You of the reasons for such decision.

### **5.3 Commercially Sensitive Information**

Where providing access to the Personal Information would reveal evaluative information generated by Us in connection with a commercially sensitive decision making process We will give



You an explanation for the commercially sensitive decision rather than direct access to the Personal Information.

#### **5.4 Use of Intermediaries**

Where because of any of the reasons described in 5.1 above We are not required to provide You with access to the information then We will, if it is reasonable to do so, give consideration to whether the use of mutually agreed intermediaries would allow sufficient access to meet Our respective needs.

#### **5.5 Costs**

We reserve the right to charge You for providing access to Your Personal Information. Those fees and charges will not be excessive, and will be determined by Us from time to time and We will notify You of those costs prior to providing You with access to the Personal Information. We may require those costs to be paid prior to providing You with access.

#### **5.6 Correction of Personal Information**

- (a) If at any time You wish to correct any Personal Information held by Us, please contact us as specified in clause 1 and We will correct this record, having regard to the purpose for which it is held, to ensure that the information is accurate, up to date, complete, relevant and not misleading. If we elect not to correct Your information, we will notify You, within a reasonable time, of the reason for Our refusal, the mechanisms available for You to complain about our refusal and such other matters as required by the *Privacy Act 1988* (Cth) or other applicable law.
- (b) If:
  - (i) We correct Personal Information about You that we previously disclosed to another entity to which the Australian Privacy Principles apply; and
  - (ii) You request us to notify that other entity of the correction,We will take reasonable steps in the circumstances to give that notification unless it is impracticable or unlawful to do so.
- (c) If We are not satisfied that the Personal Information is not accurate, complete or up to date, We will, at your request, keep with Your Personal Information a statement noting Your claim that the Personal Information is not accurate, complete or up to date.
- (d) If You wish to have Your Personal Information deleted, please let Us know and We will take all reasonable steps to delete it, unless We need to keep it for legal reasons.

#### **5.7 Refusal to Correct**

If at any time We refuse or deny access to Personal Information to You or refuse to correct Personal Information We will provide You with reasons for such denial or refusal.

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## **6. Complaints**

### **6.1 Complaint**

If You believe that We have used or disclosed Your Personal Information in a manner which is contrary to this policy or otherwise breaches an applicable law, then You should email Us details of Your complaint to Our contact as specified in clause 1.

### **6.2 Our Response**

Within 30 days of receipt of Your complaint form We will notify You in writing as to what action We propose to take in relation to Your complaint and will provide You with details of what further action You can take if You are not satisfied with Our response.