

PRIVACY POLICY

Build My Body Pty Ltd (A.B.N.70 150 992 617) (we, us, our,BMB, Me2, Me Squared) recognises and values the protection of your personal information. We are aware of our obligations under the Privacy Act 1988 (Cth) and we will ensure that we fulfil our obligations under that Act.

1. Acceptance

- a By directly or indirectly accessing or making use of the services offered or made available by Build My Body Pty. Ltd. A.B.N.70 150 992 617 (the “**Vendor**”), including without limitation the Build My Body website or service, the Me2 software as a service platform, and any website, application or widget associated therewith (the “**Services**”), and/or by clicking the acceptance button, you signify, represent and warrant that you are older than 18 years of age and that you have, and at all times shall have, the necessary power, capacity and authority to enter into, abide by, comply with and perform your obligations under this privacy policy (this “**Privacy Policy**”).
- b The Vendor is committed to protecting the personal information of identifiable individuals and legal entities, disclosed or provided to the Vendor on or through the Services (the “**Personal Information**”), and this Privacy Policy outlines how the Vendor collects, uses and discloses such Personal Information.
- c The Vendor reserves the right to, at its sole discretion, amend this Privacy Policy at any time and without notice, the most current version of which shall always be available at <http://buildmybody.com.au/privacy-policy/> You acknowledge and agree that your continued use of the Services, following any amendment of this Privacy Policy, shall signify your assent to, and acceptance of, such amended terms and conditions.
- d If you do not agree to any term or condition of this Privacy Policy, or any subsequently amended term or condition thereof, you cannot use the Services.

2. Collection and Use of Personal Information

- a You expressly acknowledge, agree and consent to the collection and use of your Personal Information as specified in this Privacy Policy. At times your consent to the collection and use of your Personal Information by the Vendor will be implied through your conduct with the Vendor, if the purpose of such collection and/or use is obvious and you voluntarily provide such information. Without limiting the generality of the foregoing, the Vendor may on occasion, in specific circumstances, ask you to consent when the Vendor intends to collect or use your Personal Information.
- b In the event that you choose to register as a user of the Services, you will be asked to create a unique username and private password (collectively, the “**Access ID**”) which will be used to create and activate an account through

which the Vendor can make the Services available to you (the “**Account**”). You expressly acknowledge and agree that certain information such as your name, address, telephone number, email address, billing information, financial information, and certain additional information may be required by the Vendor to make the Services available to you, or may be disclosed by you on or through the Services.

- c You expressly acknowledge, agree and consent to the Vendor collecting and using your Personal Information:
- i to create and activate your Account;
 - ii to respond to any request for customer service;
 - iii to make the Services available to you and to other users of the Services;
 - iv as necessary to allow the Vendor to provide you with access to and use of the added services, features and functionality of the Vendor’s partner organisations, as incorporated into and/or linked to the Services;
 - v to improve the quality of the Services, including without limitation, through polls, surveys and other similar feedback gathering activities conducted by the Vendor or any third-party;
 - vi to assess service levels, monitor traffic patterns and gauge popularity of different features, functionalities and service options of, or related to, the Services;
 - vii to create and manage your Account, and to verify access rights to the Services;
 - viii to bill, or render invoices relating to, your Account, and to collect any debt owing to the Vendor;
 - ix to communicate with you, including without limitation for the purpose of providing you with notifications, content, marketing materials, commercial electronic messages, and information about your Account and/or the Services;
 - x to install software relating to the Services, on one or more of your electronic devices;
 - xi to protect against fraud or error, and to respond to claims of any violation of the Vendor’s rights or those of any third-party;
 - xii to protect the rights, property or personal safety of yourself, the Vendor, the Vendor’s agents, the Vendor’s users and the public;

- xiii to enforce this Privacy Policy, or any other agreement entered into between yourself and the Vendor;
 - xiv as required to comply with any applicable laws, or as authorized by any applicable laws; and
 - xv for other purposes set out in this Privacy Policy, and for any other purpose the Vendor may disclose to you from time to time.
- d You may at any point withdraw your consent to receive the communications set out in Section 2(c)(viii). The Vendor provides an “opt-out” function within all email communications of this nature, and/or will cease communications of this nature if you inform the Vendor that you would like to “opt-out”. You however expressly acknowledge and agree that you may not “opt-out” of communications related to the Services, your Account, a bill, an invoice, or where such withdrawal of consent would frustrate the performance of a legal obligation (but the Vendor will attempt to minimize the aforementioned communications). To

3. Disclosure of Personal Information

- a The Vendor will only disclose your Personal Information as set out in this Privacy Policy in accordance with your instructions, for the purposes set out in Section 2(c), and in any event, in accordance with applicable law. Without limiting the generality of the foregoing, you understand and agree that the purposes set out in Section 2(c) include the disclosure of your Personal Information to the Vendor’s partner organizations in connection with your use of the functionality of the Services. For example, if you utilize the marketplace connection functionality of the Services, your Personal Information may be shared with the Vendor’s partner organisations that provides the services. You expressly acknowledge and agree that your Personal Information disclosed by the Vendor to others hereunder may be subject to the terms of another privacy policy other than this Privacy Policy, and that the Vendor assumes no responsibility for the privacy policies or practices of any third-party. By providing your Personal Information to the Vendor, you are expressly consenting to the transfer of your Personal Information outside your country of residence.
- b You expressly acknowledge, agree and consent to the disclosure of your Personal Information as specified in this Privacy Policy. At times your consent to the disclosure of your Personal Information by the Vendor will be implied through your conduct with the Vendor, but only if the purpose of such disclosure is obvious and you voluntarily provided such Personal Information to the Vendor. Without limiting the generality of the foregoing, the Vendor may on occasion, in specific circumstances, ask you to consent when the Vendor intends to disclose your Personal Information.
- c Without limiting the foregoing, you expressly acknowledge and agree that, for the purposes of billing your Account, if applicable, the Vendor may disclose your Personal Information with banks or other third-parties, such as

Paypal, Stripe and credit card service providers, in order to process payments.

4. RETENTION OF YOUR PERSONAL INFORMATION & DATA STORAGE

Your Personal Information will be retained for as long as may be necessary or relevant for the identified purpose of collection, or as may be required or permitted by law, after which time the Vendor will no longer retain such information in a form capable of identifying an individual or legal entity. The Vendor holds all electronic records of Personal Information in a secure manner to ensure that they are protected from unauthorised access, modification or disclosure. Build My Body and Me2 and its third party service providers may process or store your personal information outside of Australia. In accordance with the laws of those countries, in certain circumstances your personal information may be accessible by foreign law enforcement, regulatory bodies or other authorities. For more information of our use of foreign service providers please contact us as described below. The Me2 database is stored securely on [Amazon Web Services](#). We work to protect the security of your information during information transmission by using Secure Sockets Layer (SSL) software, which encrypts order information you transmit. Your Credit Card details are not stored on our website but are stored with Stripe, a tier-one PCI DSS compliant business, more information on Stripe can be found here <https://stripe.com/docs/security> It is important for you to protect against unauthorized access to your password and to your computer. Be sure to sign off when finished using a shared computer. The Vendor's staff follow strict information handling procedures and the Company only permits those staff whose tasks require use of your Personal Information to access it

1. Age of Consent

The Vendor does not knowingly make the Services available to, and will not knowingly collect, use or disclose the Personal Information of, anyone under the age of consent.

1. Rights to Your Information

You have the right to access and edit your Personal Information at any time, through your Account.

1. Location Information

You expressly acknowledge, agree and consent to the Vendor collecting Personal Information concerning your location, from your IP address and other sources, for the purpose of matching the Vendor's products and services to areas of demand and for other business purposes of the Vendor.

1. Aggregated Data

You expressly acknowledge, agree and consent to the Vendor collecting, combining, manipulating and using your Personal Information to create generalized, anonymous information, stripped of data capable of identifying an individual or legal entity (the "**Aggregated Data**"), and using, disclosing and commercializing such Aggregated Data as the Vendor deems fit. Your identity and Personal Information will be kept anonymous in the Aggregated Data.

1. Software Installation, Cookies and Log Files

You expressly acknowledge, agree and consent to the Vendor installing software and cookies relating to the Services on one or more of your electronic devices and using tracking tools, pixel tags, cookies and log files for purposes the Vendor deems fit, including without limitation, to track which page variants you have seen, to track if you have clicked on a page variant, to monitor traffic patterns, to gauge popularity of service options and to gather information used to deliver relevant content and services to you.

1. Change of Ownership or Business Transition

You expressly acknowledge and agree that in the event of a change of ownership or other business transition, such as a merger, acquisition or sale of the Vendor's assets, your Personal Information may be transferred in accordance with applicable privacy laws.

1. Withdrawing Consent

You have the right to withdraw your consent relating to the collection, use or disclosure of your Personal Information at any time, except where such withdrawal would frustrate the performance of a legal obligation.

1. Security

- a The Vendor will strive to prevent unauthorized access to your Personal Information and will periodically enhance its security aimed at ensuring that your Personal Information is kept safe from unauthorized access, use and disclosure.
- b While the Vendor has technology and procedures to guard your Personal Information against unauthorized access, use or disclosure, you expressly acknowledge and agree there is no guarantee that such technology or procedures can or will eliminate the risks of unauthorized access, use, disclosure, theft, loss or misuse.
- c The Vendor strongly recommends that you do not disclose your Access ID to anyone. If you forget your password, the Vendor will ask you for the username associated with your Access ID and will send an email containing your password to the email address associated with your Access ID.
- d Notwithstanding anything contained in this Privacy Policy, you expressly acknowledge and agree that ultimately, you control what Personal Information you provide while using the Services, and that you are responsible for maintaining the secrecy of your Personal Information and Access ID.
- e You expressly acknowledge and agree that the Vendor is not responsible for, and does not control, the use by others of any information which you provide to them and that you should use caution in selecting the Personal Information you provide to others through the Services.

2. Governance

- a This Privacy Policy will be governed by the laws of the New South Wales, Australia and the laws of Australia applicable therein, excluding any conflict of rules that would apply to another body of law. You hereby agree to submit to the exclusive jurisdiction of the courts in New South Wales, Australia with respect to any claim, proceeding or action relating to or otherwise arising out of this Privacy Policy or your access to or use of the Services, howsoever arising, provided always that the Vendor may seek and obtain injunctive relief (or an equivalent type of urgent legal relief) in any jurisdiction.
- b This Privacy Policy together with any other agreement entered into between yourself and the Vendor which specifically references this Privacy Policy constitutes and contains the entire agreement between you and the Vendor with respect to its subject matter and supersedes any prior oral or written agreements.

3. Contact The Vendor

If you have any questions, suggestions or complaints regarding the Vendor's Privacy Policy, or if you would like to withdraw your consent to receive the communications set out in Section 2(c)(viii), you may contact the Vendor's privacy officer by email at support@me2.xyz

We reserve the right to modify or amend this Privacy Policy at any time. If any significant amendments occur, notification will be provided by publication on the Website 14 days prior to the changes being implemented (the Notice Period) unless the circumstances of the amendments makes it unreasonable to provide such a Notice Period. Your continued use after the Notice Period has expired indicates your consent to be bound by the modified and/or amended Privacy Policy.

Please refer to the Office of the Australian Information Commissioner's website <http://www.oaic.gov.au> for further information about privacy in general.