

EARLY BIRDS TERMS AND CONDITIONS

THE FOLLOWING DESCRIBES THE TERMS AND CONDITIONS ("TERMS") ON WHICH EARLY BIRDS MARKETPLACE PTY LTD (COMPANY), A DULY REGISTERED COMPANY (ACN: 634599081), OFFERS YOU ACCESS TO ITS SERVICES. PLEASE READ THESE TERMS CAREFULLY.

As a condition of your participation in the Company's Services, you (hereinafter, You), including in the capacity as a Registered User, Seller or Buyer, agree to abide by the Terms.

By executing a written order and accessing the Company's Service in any manner, You agree to be bound by the following Terms.

BACKGROUND

A. The Company is an online innovation platform providing innovation insights, services and which connects Innovators with Early Adopters and Service Providers based on industry, business function and expected outcomes.

B. You are a Ordering Activity under GSA Schedule contracts identified in the Order User of the Company's Services, and are referred to in this Agreement as "You".

C. This Agreement sets out the terms and conditions under which You agree to be governed for using the Company's Services.

OPERATIVE PROVISIONS

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATIONS

1.1 (Definitions):

App means the Company's desktop or mobile application which provides access to the EarlyBirds innovation platform.

Commission has the meaning given to it in the Company's Fee Structure.

Company's Service means all services provided by the Company through the Early Birds website and App, including the provision of an open innovation platform for Users to search, curate, buy, sell, bid and negotiate the purchase and sale of products and services with other Users, the provision by the Company of industry innovation insights and includes all Innovator Services, Early Adopter Services and Service Provider Services.

Designated Payment Method means Your designated method of payment of Fees as nominated on Registration and as can be changed by accessing Your Account.

Early Adopter means a User who is a buyer or potential buyer of products and services from Innovators or a consumer of industry insights published by the Company through the Company's Service.

Early Adopter Services means Services provided by the Company to Users who Register as Early Adopters.

Fee means all fees incurred by You in the course of using the Company's Service which may include Subscription Fees

Innovator means a User who is a seller or potential seller of products and services through the Company's Service.

Innovator Services means Services provided by the Company to Users who Register as Innovators.

Intellectual Property Rights or Intellectual Property means all intellectual property rights and interests throughout the world whether registered or unregistered, including trade marks, designs, patents, inventions, copyrights and analogous rights,

trade secrets, know how processes, concepts, Confidential Information and all other intellectual property.

Listing Requirements means the Company's listing requirements which are displayed to You when You attempt to list a product or service, or are otherwise notified to you, and as amended from time to time.

Objectionable includes being objectionable, defamatory, obscene, harassing, threatening, harmful, or unlawful in any way.

Personal Information has the meaning given to it in section 6 of the Privacy Act 1988 (Cth), and its amendments from time to time.

Privacy Policy means the Company's privacy policy provided in the accompany document titled Early Birds Privacy Policy.

Registration means to register as a registered User of the Service.

Service Provider means a User who:

(a) is a buyer or potential buyer of products and services from Innovators through the Company's Service; and

(b) also uses the Company's Service to deliver services to their own customers or clients, or to any other third party.

Service Provider Services means services provided by the Company to Users who Register as Service Providers.

Site means the <https://www.earlybirds.io> desktop website, mobile website, any subdomains of that website and includes any equivalent domain that is accessed through the App.

Subscription Fee means any Fees incurred for a subscription to the Service as set out in the Fee Structure in accordance with the GSA Schedule Pricelist.

This Party User has the meaning given in clause 7.6.

User means any user of the Company's Service, including You.

User Information means any and all information or data You provide to the Company or other users during the Registration, offer, sale or user ranking process, and through any interactive feature of the system, including email.

1.2 (Interpretation): In this Agreement unless the contrary intention appears:

(a) Headings are for convenience only and do not form part of this Agreement or affect its interpretation.

(b) A reference to any legislation includes regulations and other instruments under it and any variation or replacement of any of them.

(c) The singular includes the plural and vice versa, and words importing any gender include the other genders

(d) References to any instrument are to that instrument as it may from time to time be amended to extended in accordance with its terms.

(e) A reference to a “person” includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or any authority.

(f) References to dollars or \$ is a reference to US dollars unless explicitly specified otherwise.

1.3 (Drafting responsibility): No provision of this Agreement is to be construed against a party because that party (or that party’s adviser) was responsible for drafting it.

2 NATURE OF THIS AGREEMENT

2.1 (Consent to this Agreement): By registering as a User, You acknowledge and agree that You:

(a) have read and understood the terms of this Agreement; and

(b) have accepted and agree to be bound by all terms of this Agreement.

2.1 (Binding nature of Agreement): Each party agrees that this Agreement is binding on that party's legal personal representative, heirs, successors and permitted assigns.

2.2 (Exclusion of agency and partnership): Nothing in this Agreement is to be treated as creating a partnership, joint or co-venture or fiduciary obligation between the parties, or any two or more of them, under the laws of any applicable jurisdiction and, except as specifically provided in this Agreement, no party may act or has any authority to act as agent of or trustee for or in any way bind or commit any other party to any obligation.

2.3 (Modification of terms): The Company reserves the right to make non-material changes to this Agreement or the policies incorporated herein at any time and at its complete discretion..You are deemed to have accepted any such non-material changes and agree to comply with them if You continue to use the Company's Service after the Company makes any such change.

3 REGISTRATION

3.1 (Registration): To register as a User, You will be required to provide a username, password and from time to time, such other information as required for the purpose of generating details for access to the Company's Service. Where information provided by You is Personal Information, this information will be dealt with in accordance with the Company's Privacy Policy.

3.2 (Restriction on registration): You must not register as a User more than one time. You must not impersonate or register as a User for anyone other than Yourself.

3.3 (Your account): It is Your responsibility to maintain the security and confidentiality of Your username and password and You agree to accept all responsibility and liability for any activities that occur under Your account. You may not transfer, assign or sell Your account (including rating and feedback) to any third party without the prior written consent of the Company.

3.4 (Correct information): You must provide accurate and current information to Us. The Company may, in its sole discretion, suspend or terminate Your account and refuse any and all current or future use of the Company's Service (or any portion thereof) in its complete discretion, including where You provide any information that is false, misleading, inaccurate, not current or incomplete during registration or otherwise in Your use of the Company's Service. You agree that the Company may report to the

appropriate authorities any suspected illegal activities that are undertaken on in relation to the Company's Service.

3.5 (Verification): You agree that the Company may request a form of identification to verify Your identity from time to time.

4 PROVISION OF SERVICES – GENERAL

4.1 (Warranty): You warrant that You are aware of the relevant risks of using the Company's Service with other Users including those who may be acting under false pretences. You agree that all of these risks of using the Service are borne by You, and not the Company. The Company does not control the behaviour of Users of its Service or the information provided by other Users that is made available through the Company's Service beyond what is set out under this Agreement. You agree that the Company does not guarantee or endorse the authenticity, quality, safety, or legality of any products or services offered or sold, the truth or accuracy of any listings, or the ability of sellers to sell items or of buyers to buy items, through its Service. The Company cannot assure that any or all transactions will be completed. Additionally, the Company does not guarantee the ability or intent of Users to fulfil their obligations in any transaction.

4.2 (Safe trading): The Company does not represent that a User's purported identity is in fact that User's identity. You acknowledge that the Company has established a User feedback system as part of the Company's Service, and that You are responsible for making your own enquiries (including through review of User feedback)

to satisfy Yourself as to the identity of other Users. Where You are of the view or have a reasonable suspicion that a User is not who they are purporting to be when using the Company's Service or where there is a breach of this Agreement, You may contact the Company to report this at support@earlybirds.io. The Company will consider whether there are grounds for taking any action in response to the alleged misuse of the Company's Service. The Company may contact You as to the Company's decision.

4.3 (Acceptable use): You agree that you will not use the Company's Services in a way that is unacceptable. Use is unacceptable if:

(a) it involves anything which is false, defamatory, harassing or obscene;

(b) it would involve the contravention of any person's rights (including Intellectual Property Rights and privacy rights);

(c) it may breach any laws;

(d) it involves fraudulent activity; or

(e) it involves the sale or promotion of any illegal business activities or prohibited products or services.

4.4 (Use of User Information): You agree not to make use of any other user's User Information other than as necessary to complete any transactions in which You and the subject of the User Information are involved.

4.5 (Rights to restrict): Without limiting any other right or remedy available to the Company, You agree that the Company may restrict or suspend Your access to the Company's Service if the Company considers that You have:

(a) undermined, or attempted to undermine, the security or integrity of the Company's Service;

(b) used, or attempted to use, the Company's Service:

(i) for improper purposes; or

(ii) in a manner, other than for normal operational purposes, that materially reduces the operational performance of the Company's Service;

(c) transmitted, inputted or stored any data that breaches or may breach this Agreement or any third party right (including Intellectual Property Rights and privacy rights), or that is or may be Objectionable, incorrect or misleading; or

(d) otherwise materially breached the Agreement.

6 EARLY ADOPTER SERVICES

6.1 (Application): This clause 6 applies only to Early Adopter Services.

6.2 (Buying): If You make an offer and the offer is accepted (or You otherwise use the Company's Service to procure products and services through its platform functionality), You as the prospective buyer agree that you are obligated to complete the transaction with the prospective seller and to be bound by the conditions specified by the seller, unless:

(a) the transaction is prohibited by law or this Agreement;

(b) the seller materially changes the item's description or the item does not conform to the seller's description;

(c) a typographical error exists in the offer information which materially affects the terms of sale; or

(d) the transaction is, in the Company's view, a transaction against the interest of the Company.

6.3 (Offer retraction): You may retract an offer to buy for any reason at any time prior to acceptance by the prospective seller.

6.4 (Independent determination): You agree that for every transaction that is commenced through the Company's Service, you must make your own independent determination regarding the statements, product descriptions and representations of the other party and the party's ability to deliver the good or service offered, including where appropriate seeking relevant professional advice. You warrant to us that you will exercise caution, common sense, practice safe trading and prudent business practices when dealing with other Users or otherwise when using the Company's Service.

6.5 (No warranty): You acknowledge and agree that the Company provides no warranty in relation to the products and services that are offered on the Company's Service. You agree that You are solely responsible for satisfying yourself as to the warranty (if any) offered by a seller.

8 PAYMENT

8.1 (Fees and Charges): You agree that You are responsible and liable to pay all Fees to the Company for the use of the Company's Services.

8.2 Reserved.

8.3 Reserved.

8.4 (Credit card billing): The Company will not charge Your Designated Payment Method for any Fees unless You conduct an activity under the Company's Service which incurs a Fee. Before incurring such Fees, You will have a reasonable opportunity to review and accept the Fees that You will be charged for use of the Company's Services..

8.5 Reserved:.

8.6 (Amendments to fees):.

9 INTELLECTUAL PROPERTY

9.1 (Ownership):

(a) Subject to clause 9.1, title to, and all Intellectual Property Rights in, the Company's Services and Site is and remains the property of the Company (and its licensors).

(b) Title to, and all Intellectual Property Rights in, Your User Information remains Your property. You grant the Company a worldwide, non-exclusive, fully paid up, transferable, irrevocable licence to use, store, copy, modify, make available and communicate Your User Information for any purpose in

connection with the exercise of its rights and performance of its obligations in accordance with this Agreement.

9.2 Reserved.

10 WARRANTIES

10.1 (No implied warranties): Company warrants that the Company's Services will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with Company's Services written materials accompanying it. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, To the maximum extent permitted by law, the Company's warranties are limited to those expressly stated in this Agreement and the Company otherwise makes no representation concerning the quality of the Company's Services and does not promise that the Company's Services will:

(a) meet Your requirements or be suitable for a particular purpose; or

(b) be secure, free of viruses or other harmful code, uninterrupted or error free.

10.2 (Consumer guarantees): Where legislation, including the Competition and Consumer Act 2010 (Cth) implies in this Agreement any condition or warranty, and that legislation avoids

or prohibits provisions in a contract excluding or modifying application of or exercise or liability under such condition or warranty, the condition or warranty will be deemed to be included in this Agreement. However, the liability of the Company for any breach of such condition or warranty will be limited, at the option of the Company, to one or more of the following:

(a) if the breach relates to goods:

(i) the replacement of the goods or the supply of equivalent goods;

(ii) the repair of such goods;

(iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or

(iv) the payment of the cost of having the goods repaired; and

(b) if the breach relates to services:

(i) the supplying of the services again; or

(ii) the payment of the cost of having the services supplied again.

11 INDEMNITY AND LIABILITY

11.1 Reserved:.

11.2 Reserved:.

11.3 (No indirect loss): To the extent that the Company is liable for breach of contract in connection with the supply of the Company's Services, the Company excludes liability for loss of profit, revenue, business, savings, data or product, increased cost of production, loss of customer goodwill, or other special punitive, indirect or consequential loss or damage of any kind. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

11.4 (Maximum liability): The maximum aggregate liability of the Company under or in connection with this Agreement or relating to the Services, whether in contract, tort (including negligence), breach of statutory duty or otherwise, must not in any year exceed an amount equal to the Fees paid by You under this Agreement.

11.5 (Mitigation): Each party must take reasonable steps to mitigate any loss or damage, cost or expense it may suffer or incur arising out of any act or omission by the other party under or in connection with the Agreement.

11.6 (Compliance with law): The Company is not liable to You under this Agreement or otherwise if and to the extent Your access to or use of the Company's Services is contrary to obligations, including those owed under any contracts or any laws.

12 RESERVED

13 GENERAL PROVISIONS

13.1 (Notices): A notice required to be given under this Agreement must be in writing and delivered using any of the following means:

- (a) hand delivery;
- (b) courier; or
- (c) e-mail,

in the case of the Company, to the contact details set out in the “Parties” section of this Agreement, and in the case of You, to your contact details provided as part of Registration, or such updated or replacement address notified by a party from time to time.

13.2 (Entire agreement): This Agreement comprises the parties’ entire understanding in relation to the subject matter of this Agreement and supersedes any prior Agreement or arrangement.

13.3 (Cumulative): The rights, remedies and powers of the parties under this Agreement are cumulative and not exclusive of any rights, remedies or powers provided to the parties by law.

13.4 (Consent): Unless this Agreement expressly provides otherwise, any approval or consent required to be obtained under this Agreement may be withheld, given conditionally, or given unconditionally, in each case in the relevant party's absolute discretion.

13.5 (Waiver): A right granted to one party under this Agreement may only be waived by that party giving notice in writing to the other parties. A party does not waive any right granted under this Agreement merely by not exercising that right immediately.

13.6 (Severance): Any provision of this Agreement which is invalid or unenforceable in a particular jurisdiction, may be read down or severed to the extent of the invalidity or unenforceability in that jurisdiction only. The invalidity or unenforceability of a provision of this Agreement in one jurisdiction does not affect the:

- (a) application of that provision in any other jurisdiction in which it is valid and enforceable; or
- (b) remaining provisions of this Agreement.

13.7 (Governing law and jurisdiction): This Agreement is governed by the Federal laws of the United States.

LAST UPDATED: 2 November 2021.

ORDER FORM

1 PARTIES:

EARLY BIRDS MARKETPLACE PTY LTD ACN 634 599 081 OF C/- FALCON ACCOUNTING 'FORDE'
SUITE 10, LEVEL 1, 26 FRANCIS FORDE BOULEVARD, FORDE, ACT 2914 ('Company', or 'Us').

AND

[CUSTOMER'S ENTITY NAME] [ACN] [ADDRESS] ('You' or 'Your').

2 BACKGROUND

You wish to acquire the Subscription for the Services from Us for the Subscription Fee.

3 RESERVED

4 RESERVED

5 DEFINITIONS

Unless otherwise set out as follows, all other capitalised terms in this Order Form have the meaning set out in the Terms:

Intellectual Property Rights or **Intellectual Property** means all intellectual property rights and interests throughout the world whether registered or unregistered, including trade marks, designs, patents, inventions, copyrights and analogous rights, trade secrets, know how processes, concepts, Confidential Information and all other intellectual property.

Subscription has the meaning given in clause 3.

Terms means the accompanying document titled Early Birds Terms and Conditions.

Underlying Systems means the Software, IT solutions, systems, networks (including software and hardware), platforms, User interface and API used to provide the Services, including any third party solutions, systems and networks.

User means any person using the Services or Subscription using Your access or log-in details.

6 TERMS

6.1 **(Incorporation):** This Order Form, once executed, will form an enforceable term of the Terms and the parties agree that they will perform, or procure the performance of, the terms contained in this Order Form in accordance with the Terms.

6.2 **(Conflict):** Subject to relevant law, to the extent of any conflict or inconsistency between this Order Form and the Terms, the conflict or inconsistency must be resolved by giving precedence in the following order:

- (a) this Order Form; and
- (b) The Terms.

6.3 **(Subscription Fee):** In consideration of the provision of the Services, You agree to pay the Subscription Fee, as set out in an applicable purchase order with the GSA MAS Contract

Holder, Carahsoft Technology Corp.. Unless otherwise agreed, You must make full payment of Subscription Fees in accordance with the payment terms outlined in the Terms.

6.4 **(Use of Services):** You, inclusive of Your Users, must:

- (a) use the Services exclusively for its own internal business purposes;
- (b) use the Services in accordance with all applicable laws; and
- (c) not sell or make the Services available to any third party, or otherwise commercially exploit the Services in any way whatsoever,

unless otherwise agreed with Us in writing.

6.5 **(Access conditions):** When accessing the Services, You, inclusive of Your Users, must not:

- (a) attempt to undermine the security or integrity of the Underlying Systems;
- (b) make programs or materials resulting from the Services available;
- (c) use, or misuse, the Service in any way which may impair the functionality of the Underlying Systems or impair the ability of any other user of the Services;
- (d) attempt to view, access or copy any material or data other than:
 - (i) that which You are authorised to access; and
 - (ii) to the extent necessary for You and Your Users to use the Services in accordance with this Order Form;
- (e) commercially exploit the Services (including by making it available to a third party) without the prior written consent of the Company and subject to any reasonable requirements of the Company;
- (f) neither use the Service in a manner, nor transmit, input or store any data, that breaches any third party right (including Intellectual Property Rights and privacy rights) or is objectionable, incorrect or misleading; and
- (g) comply with any terms, inclusive of the Terms and any Privacy Policy and general use terms, on the platform, as updated from time to time by Us.

6.6 **(Acceptable Use):** You agree to take reasonable steps to ensure Users do not use the Services in a way that is unacceptable. Use is unacceptable if:

- (a) it involves anything which is false, defamatory, harassing or obscene;
- (b) it would involve the contravention of any person's rights (including Intellectual Property Rights and privacy rights);
- (c) it may breach any laws;
- (d) it involves fraudulent activity; or
- (e) it involves the sale or promotion of any illegal business activities or prohibited products or services.

6.7 **(Ownership):** Title to, and all Intellectual Property Rights in, the Services, any website, and all Underlying Systems is and remains the property of the Company (and its licensors).

6.8 **(Your Warranties):** You warrant to Us that all material submitted by You to Us:

- (a) complies with the terms of this Order Form and the Terms;
- (b) does not contain data that may be reasonably regarded by Us as inappropriate, inaccurate, defamatory or otherwise offensive;
- (c) does not infringe any law, regulation, standard or relevant industry code; and
- (d) does not infringe and Intellectual Property Rights of any person.

DRAFT

THIS ORDER FORM:

EXECUTED by **EARLY BIRDS MARKETPLACE PTY LTD ACN 634 599 081** in accordance with S127 of the Corporations Act:

Signature of Director

Signature of Director/Secretary

Name of Director

Name of Director/Secretary

EXECUTED by **[CUSTOMER]** in accordance with S127 of the Corporations Act:

Signature of Director or Authorised Representative

Signature of Director/Secretary

Name of Director or Authorised Representative

Name of Director/Secretary

PRIVACY POLICY

Who we are

This Privacy Policy is provided by Early Birds Marketplace Pty Ltd (we, us, our) and explains how your data is collected and used.

We are committed to protecting your personal information managed by us, in the way we collect, hold, use and disclose your personal information.

We will comply with the Privacy Act 1988 (Cth) (Australia) (Privacy Act), including the 13 Australian Privacy Principles (APPs) contained in Schedule 1 of the Privacy Act, the Privacy Act 1993 (New Zealand) (as applicable), and all other relevant laws, regulations and codes relating to privacy and personal information (Privacy Law).

This Privacy Policy will be non-materially updated from time to time. You should review it every now and again so that you are aware of any changes.

What is "personal information" and what happens if we don't collect your personal information?

Where practicable we aim to collect your personal information directly from you. The circumstances in which we may do so will vary depending on the context in which we are dealing with you (for example, if you are a customer, according to the specific product or service we are providing).

"Personal information" is any information or an opinion about an identified, or reasonably identifiable, person.

You can choose not to provide your personal information to us, or deal with us anonymously or by using a pseudonym. However, if you do so:

- we may be unable to provide you with the products or services you have applied for; or
- we may be limited in our ability to respond to or deal with any enquiries you make.

What kinds of personal information do we collect and hold?

The kinds of personal information we collect and hold about you will depend on the products or services we provide you with or if the law requires us to collect it. This includes your:

Identification information - such as your name, address, email address, telephone number, gender and date of birth.

Financial and transaction information - including information about your assets, occupation and income, account balances, account activities, payment history and transactions with us or third parties.

Government identifiers - such as your driver's licence, passport and visa particulars to verify your identity.

Other personal information - such as details of your interactions with us (including when you use our website and other online resources, such as social media platforms), billing information including your credit card details, your purchasing preferences and history, any information contained in correspondence between us and you or any other information lawfully obtainable under relevant Privacy Law.

Sometimes we may collect "sensitive information" about you, for example in relation to insurance claims. "Sensitive information" includes health information and information about racial or ethnic origin, political opinions, membership of a trade union or political association, religious beliefs or affiliations, philosophical beliefs, sexual preferences and criminal record.

We will only collect sensitive information about you with your consent or if the law allows us to.

How do we collect your personal information?

We will try to collect your personal information directly from you wherever possible. How we collect your personal information depends on the type of interaction we have with you.

If you contact us, apply for or use our products and services, visit our website, interact with our social media platforms or contact us in relation to a promotion, we will collect your personal information.

Sometimes we may collect your personal information from other sources. These other sources include:

- public or commercial information services providers (such as providers of government or business information);
- third party service providers or agents assisting us to process your application or other transaction;
- brokers, insurers and manufacturer's warranty providers;
- employers;
- vehicle dealers and lead generation providers; and

- other businesses involved in our dealings, including our business partners and third parties that refer or introduce you to us.

How we use your personal information

We collect, hold, use and disclose your personal information where it is reasonably necessary for the purposes of providing our products and services, for our other business purposes and for any necessary related purposes. These purposes include, but are not limited to:

- confirm your identity;
- registering you to use our online resources, including for an account on our website, and to administer your access to our services;
- process an application for a product or service, or a purchase request (including to execute your instructions and process your online bids and purchases);
- manage and improve our products and services or other relationships and arrangements with you;
- process receipts, invoices and payments and servicing customer accounts, including determining liability for payment and undertaking accounting, billing and other administrative tasks;
- respond to your enquiries about your applications, accounts, products or services;
- understand your needs and offer products and services to meet those needs, including marketing and promoting products or services that may be of interest to you;
- assess or process insurance risks or claims;
- tell you about changes to our products and services;
- contact you about, any application you make for a job with us, if applicable;
- meet our obligations, including contractual and those arising under relevant laws:
 - in Australia, this includes our obligations under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), the Personal Property Securities Act 2009 (Cth), the Financial Sector (Collection of Data) Act 2001 (Cth), the Corporations Act 2001 (Cth) and the Taxation Administration Act 1953 (Cth), the Income Tax Assessment Act 1997 (Cth) and complying with information requests issued by the Commissioner of Taxation); and
 - in New Zealand, this includes our obligations under the Anti-Money Laundering and Countering Financing of Terrorism Act 2013, the Tax Administration Act 1993 and the Credit Contracts and Consumer Finance Act 2003;
- enforce our rights, including undertaking debt collection activities and legal proceedings;

- undertake business funding and development activities, and corporate restructures and amalgamations; and
- (unless you tell us not to) to contact you to discuss other products or services that may be of interest to you.

Who we disclose your personal information to

We may disclose your personal information to third parties to facilitate the purposes listed above.

Third parties who we may disclose your personal information to, include:

- our related entities in Australia, New Zealand and overseas;
- our warehouse, supply partners and other service providers (including delivery service providers such as couriers and administrative services providers);
- legal, settlement, valuation and recruitment service providers;
- data processing and market research service providers;
- marketing and advertising agencies;
- regulatory bodies, law enforcement authorities and toll operators in New Zealand, Australia and overseas;
- any person who is considering whether to acquire or who has acquired any part of our business, or the rights or obligations under our contract with you;
- financial and other advisors;
- any person we consider necessary to execute your instructions, including other participants in financial and payment systems, such as banks, credit providers, clearing entities, payment platforms and credit card associations;
- account information aggregation service providers, to assist in the transfer of your account data to us;
- insurers, reinsurers, loss adjusters, assessors, underwriters and manufacturer's warranty providers;
- brokers and other distributors;
- your guarantors and security providers;
- debt collectors and investigators; and
- other businesses involved in our dealings, including our business partners and third parties that refer you to us.

Overseas disclosures

We may disclose your personal information to overseas recipients so we can provide you with our services and products and for administrative, data storage or other business management purposes.

We take steps reasonable in the circumstances to ensure that an overseas recipient complies with relevant Privacy Laws or is bound by a substantially similar privacy regime found in New Zealand and Australia (as the case may be).

Direct marketing

We may use and disclose your personal information in order to inform you of products, services and promotions that may be of interest to you.

In the event that you do not wish to receive such communications, you can opt out by following the instructions for doing so in the communications we send to you.

How we hold and keep secure your personal information

We hold, and keep secure, your personal information in physical form or in electronic form on our systems or the systems of our service providers.

We take steps to ensure that the personal information we hold is protected from misuse, interference and loss and from unauthorised access, modification or disclosure. Your personal information is held in secure databases on secure premises, accessible by authorised staff who follow procedural safeguards that meet or exceed security requirements under the Privacy Law.

We require third parties handling personal information on our behalf to follow equally compliant standards of security and confidentiality.

We will destroy or de-identify personal information in circumstances where it is no longer required, unless we are otherwise required or authorised by law to retain the information.

How to access and correct information we hold about you

We try to ensure that the personal information we hold is accurate, up-to-date, complete, relevant and not misleading.

You have a right to access and seek correction of your personal information that is collected and held by us. This is subject to some exceptions specified in the Privacy Act 1988 (Cth) (Australia), and the Privacy Act 1993 (New Zealand).

To access or correct any of the personal information we hold about you, or you would like more information on our approach to privacy, please contact our *Privacy Officer* whose details are found under the heading "How to contact us" below.

We will grant access to personal information to the extent required by applicable Privacy Law and will take reasonable steps to amend personal information where necessary and appropriate. If you would like access to your personal information, you must:

- provide us with proof of your identity. This is to ensure you're your personal information is provided only to you; and
- be reasonably specific about the information you require (ie explain exactly what you're looking for).

We will try to provide you with the information in the manner set out in your request. We may charge you a reasonable administration fee reflecting our costs for servicing your access request (ie photocopying or retrieval fees). We will not charge you for making the request.

If we refuse your request to access or correct your personal information, we will provide you with written reasons for the refusal.

If you are dissatisfied with our reasons for refusing your request to access or correct your personal information, you may make a complaint to the Office of the Australian Information Commissioner / New Zealand Privacy Commissioner (as the case may be) or to an applicable external dispute resolution scheme.

Where we correct your personal information which we had previously disclosed to another entity and you ask that other entity be notified of that correction, we will take reasonable steps to do so (unless impracticable or unlawful).

Deleting or Removing your profile data and related information

As a registered user, you can delete your personal profile and related data from our platform by going into your profile -> Settings -> Account and clicking on "Permanently delete my account". If you delete your account, your personal information (name, phone number, address, email, profile picture, etc.) will be deleted permanently and can't be recovered. All the listings you have created will be removed. You won't be able to reactivate your account. Your username will become available for others to register on our platform.

Information where other members are involved (conversations with other people, transactions you've made, reviews you've given to others, etc) is not removed when you delete your account. However, your name will no longer be displayed next to this information.

Privacy complaints

You can raise a complaint about the way we managed your personal information by contacting our Privacy Officer whose details are found under "How to contact us" below.

After you raise a complaint with us, our Privacy Officer will commence an investigation into your complaint. You will be informed of the outcome of your complaint following completion of the investigation. At all times, privacy complaints will:

- be treated seriously;
- be dealt with promptly;
- be dealt with in a confidential manner; and
- not affect your existing obligations or impact on the commercial arrangements between you and us.

If you are dissatisfied with the outcome of your complaint, you may refer the complaint to the Office of the Australian Information Commissioner / New Zealand Privacy Commissioner or an applicable external dispute resolution scheme.

How to contact us

Please direct all privacy queries and complaints to our Privacy Officer by:

Email: support@earlybirds.io

Subject: Privacy Query/Complaint

Last updated: 17 August 2019.