

## **PRIVACY POLICY**

### **1. Introduction**

1.1 You acknowledge and agree that when you:

- access and use Doo Financial Australia Limited's ("DFAL") website [www.doofinancial.com.au](http://www.doofinancial.com.au);
- enquire for information about DFAL products and/or services;
- submit an application to open an account with DFAL (during assessment of your application, DFAL may collect further information about you from other available sources);
- enter into an agreement provided by DFAL; and/or
- use any products/services provided by DFAL,

you provide your personal information ("**Personal Information**") to DFAL. DFAL also keeps record of all activities and transactions on your account with DFAL.

1.2 You acknowledge and agree that the Personal Information shall be processed by DFAL in accordance this Privacy Policy, and that you have read, understood and accepted to be legally bound by the terms of this Privacy Policy.

1.3 If you give DFAL personal information of another individual/entity, you undertake that you have been given the relevant authority for such provision and agree to inform that individual/entity that he/she/it shall be bound by this Privacy Policy.

1.4 You acknowledge that DFAL reserves the right to amend or update this Privacy Policy at any time without prior notice to the you. The amendments to the Privacy Policy shall become effective immediately and shall be legally binding on you upon publishing of the Privacy Policy on DFAL's website. You undertake to regularly review this Privacy Policy on DFAL's website.

1.5 The official language of this Privacy Policy shall be English. DFAL may provide this Privacy Policy in other languages for reference purposes only and in the event of any inconsistency or discrepancy between the English version of this Privacy Policy and any other language version, this English version shall prevail.

### **2. Personal Information Collected**

2.1 Personal Information collected by DFAL through your submission to us include but are not limited to the following:

- name, signature, address, date of birth, phone number, email address;
- identity verification documents, such as ID, passport, utility bills;
- photographs;
- internet protocol (IP) address;
- financial details, such as bank account, payment card information;

- credit information, such as information about income and wealth including details about your assets and liabilities, account balances, trading statements, tax, financial statements;
- tax file number (TFN);
- occupation and employment details;
- transaction data, i.e. all information and details related to transactions made on your account;
- your use of products and/or services provided by DFAL;
- technical information, including but not limited to your devices, type and version of the operating system, time zone.

### **3. Purpose of Personal Information Collected**

- 3.1 DFAL is required by the Privacy Act 1988 (Cth) and the 'private sector amendments' under The Privacy Amendment (Enhancing Privacy Protection) Act 2012 (Cth) to treat your personal information strictly in accordance with the Australian Privacy Principles (APPs). The collection of personal information and any enquiries made into the same are required to identify and verify you under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006.
- 3.2 The Personal Information is also collected and processed by DFAL for the purpose of:
- providing products and/or services to you;
  - performing DFAL's contractual obligations;
  - ensuring that you meet the suitability requirements needed to use DFAL's products and/or services;
  - managing your account with DFAL;
  - offering more relevant and suitable products and/or services to you.
- 3.3 DFAL may also monitor and record calls and electric communications, as well as your trading activity for purposes of business analysis, training or service improvement, processing and verification of instructions, and to resolve any dispute between you and DFAL.

### **4. Disclosure of Personal Information**

- 4.1 DFAL may disclose your Personal Information to:
- regulatory or governmental bodies relevant to your use of DFAL's products and/or services;
  - DFAL's affiliates, related employees, agents, representatives, either in Australia or overseas;
  - DFAL's external service providers, professional advisors providing services to DFAL, either in Australia or overseas;
  - financial institutions and other similar organisations which deals with DFAL or those which you have nominated;
  - any organisation at your request or your representatives or persons acting on your behalf, including your solicitor, accountant, financial adviser or broker.

#### 4.2 We may also disclose your Personal Information when:

- required by applicable law;
- authorised by applicable law;
- complying with legal and/or court orders obligations;
- complying with any requests made by legal or regulatory authorities (such as to the Australian Taxation Office, AUSTRAC, Australian Securities & Investment Commission, any other applicable regulatory and government bodies);
- it is necessary to perform and/or discharge DFAL's obligations;
- you have given consent.

### 5. Retention Period

- 5.1 DFAL shall retain your Personal Information for as long as your account with DFAL remains active and valid, and may retain certain records of information for varying lengths of time even after your account with DFAL is terminated in accordance with the requirements of applicable law, acts or policies and DFAL's internal policies.
- 5.2 You acknowledge and agree that DFAL may need your Personal Information to fulfil its obligations towards you, and as such any demand from you to delete of your Personal Information from DFAL's records may result in termination of your account with DFAL.
- 5.3 When your Personal Information is no longer required for the purposes of collecting the same, DFAL will take reasonable measures to delete or destroy your Personal Information from DFAL's records.

### 6. Management of Personal Information

- 6.1 DFAL takes all reasonable commercial standards of technology and operational security to safeguard your Personal Information and to mitigate potential risks of your Personal Information from being misused, lost, accessed without authority, unnecessarily disclosed, modified or interfered.
- 6.2 DFAL trains employees and provide internal educational trainings to the employees handling Personal Information to respect the confidentiality of customer information and the privacy of individuals. Furthermore, DFAL implements procedures to safeguard your Personal Information where employees are only given access to your Personal Information if it is necessary to perform DFAL's obligations.
- 6.3 You acknowledge that there are inherent security risks in transmitting information through the Internet, and that DFAL cannot guarantee on the absolute protection and security of your Personal Information. You are responsible to assess the risks and decide if you wish to provide your Personal Information. You agree that DFAL shall not be liable for any malicious and fraudulent acts committed by third party beyond DFAL's control provided that DFAL has

taken all reasonable commercial standard of care and has not been negligent in safeguarding your Personal Information.

## **6A. Transfer of Personal Data**

6.1 In compliance with the Privacy Act 1988, DFAL shall not transfer any Personal Information outside the Commonwealth of Australia unless:

- (a) it is required under applicable statutes and regulations;
- (b) it is necessary to perform DFAL's contractual obligations; or
- (c) you have given such consent.

6.2 DFAL shall not transfer any Personal Information outside the Commonwealth of Australia without taking reasonable steps in ensuring:

- (a) the third party has an adequate, appropriate and sufficient level of protection for in relation to the processing of Personal Information;
- (b) there are adequate, appropriate and sufficient security measures in place to protect the Personal Information;
- (c) you have enforceable rights and effective legal remedies for any breach of personal data protection law and regulation;
- (d) the third party comply with its obligations under any applicable data protection law and regulation.

## **7. Client's Right**

7.1 You do not have the obligation to provide us with information which DFAL requests. However, if you do not provide the information to DFAL, it may affect your application of an account with DFAL, or affect DFAL's ability to provide you with any products and/or services or information which you may seek.

7.2 You retain the following rights (certain rights only apply in qualified circumstances) in respect of your Personal Information provided to us:

- to access to a copy of your Personal Information and enquire DFAL about the processing of the information;
- to rectify or amend your Personal Information
- to restrict or object to the processing of your Personal Information;
- to demand DFAL to delete and erase your Personal Information;
- to copy, transfer or move your Personal Information.

## **8. Cookies**

- 8.1 DFAL uses cookies on our website to collect statistical information including but not limited to pages viewed, number of visits, transactions on the website, documents or material downloaded, time online and more. We do not collect any information about visitors through DFAL's website unless the information is provided to us.
- 8.2 Cookies are used to customize the information and experience displayed on our website according to the visitors' preferences. Cookies are small bits of data stored on a web browser when you visit a website for the first time. If you visit that website again in the future, the storage of cookies on your browser enables the website to remember how you browsed through it the first time.
- 8.3 You may change the relevant settings of your browser to reject cookies. However, ability to access DFAL's website and your account with DFAL will be affected if you reject all cookies.

## 9. Contact

10.1 If you have any complaint or concern in relation to our privacy practice, please reach us via the following channels:

Email: [support@doofinancial.au](mailto:support@doofinancial.au)

Telephone: +612 9145 9560

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