

WellBe's Privacy Policy

This webpage explains our privacy and security commitments in plain language.

WellBe is a Health and Wellbeing Software company. Our products, services and resources, are owned and operated by WellBe Holdings Pty Ltd (and/or our subsidiaries or licensors) (collectively, 'WellBe' or 'us' or 'we').

References to the Site in this Privacy Policy includes all products, services and resources that we produce and /or distribute, as mentioned above.

WellBe is committed to protecting the safety and security of our registered users, including students, teachers, school administrators and outside school hours service providers (collectively, Users) and we are sensitive to our User's concerns about the safety of the personal information provided to us. **Please read this Privacy Policy carefully in order to understand how any personal information collected by us is used.**

Our Privacy Policy has been developed in accordance with a range of legislation which applies to us. In addition, we have developed our privacy framework to assist our customers that are schools, districts and education bodies to comply with privacy legislation and regulations applicable to them and the way they manage personal information.

1. Definitions

Capitalised terms defined in WellBe's Master Services Agreement have the same meaning in this Privacy Policy. In addition, the following capitalised terms have the following meanings:

1. "Account Holder" means the primary Account Holder to which the Services are provided and has entered into the Master Services Agreement
2. "Users" means registered users of the Service including Teachers, Educators, Students, and Administrators related to the Account Holder
3. "Data Protection Laws" means the data protection and privacy laws applicable to the processing on Personal Data that we are committed to comply with, including:
 - the Privacy Act 1993 (New Zealand);
 - the Privacy Act 1988 (Cth, Australia);
 - the Personal Information Protection and Electronic Documents Act, SC 2000, c5 (federal, Canada);

- the Personal Information Protection Act (Alberta, Canada);
 - the Personal Information Protection Act (British Columbia, Canada);
 - all applicable United States federal and state privacy laws, including, but not limited to, the California Online Privacy Protection Act (CalOPPA), Early Learning Personal Information Protection Act (ELPIPA);
 - the General Data Protection Regulation (EU); and
 - any other applicable privacy legislation.
4. “EU” for the purposes of this Privacy Policy, means the European Economic Area, United Kingdom and Switzerland.
 5. “process” or “processing” means any operation or set of operations which is performed on Personal Data, such as collection, recording, organisation, structuring, storage, adaptation, use, disclosure, combination, restriction, or erasure.
 6. “Security Incident” means any unauthorised or unlawful breach of security that leads to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Personal Data.

Part A: Privacy Policy

2. Application

This Privacy Policy applies to all Personal Data processed by WellBe, including, but not limited to Personal Data submitted by Account Holders through the Service.

3. Changes

From time to time we will review our Privacy Policy to keep pace with changes in our Service and any Data Protection Laws. This document is our most recently updated Privacy Policy. We encourage you to read it carefully.

4. Questions and concerns

If you have any questions or comments, or want to access, update, or delete the Personal Data we hold about you, or have a privacy concern please write to us at:

The Privacy Officer
WellBe Holdings Pty Ltd
Unit 1, 22 Constance Street

Fortitude Valley, QLD 4006

or by email to: privacy@wellbeplatform.com

Please provide sufficient detail about the information in question to help us locate it. We will respond to any privacy request in compliance with the applicable Data Protection Law.

5. Collection of Personal Data

We may collect the following categories of Personal Data in in the following situations:

- 1. Personal Data you voluntarily provide to us:** When you give us your Personal Data directly (whether face-to-face, by telephone, email, post, through social media or by communicating with us in any way), when we meet with an organisation wishing to do business with us and an individual from that organisation provides Personal Data about themselves, when you apply for a job with us, or when you sign up or register to become an Account Holder, or when you enter into a transaction with us you are voluntarily giving us the Personal Data that we collect.
 - Categories of Personal Data:** The Personal Data we may collect includes your name, physical address, email address, login for the Services, feedback and suggestions for the Services, IP address, phone number, billing information in accordance with our Master Services Agreement, occupation, employer, job title, area of responsibilities, employment history, and educational qualifications.
- 2. Our email marketing list:** When you become an Account Holder, or where you elect to sign up to our email marketing list, we may collect your name, email address, and email marketing preferences.
- 3. Personal Data we collect automatically:** When you use our Service or browse our Website, we may collect information about your usage and web browsing. We may collected the Personal Data as log files, or through cookies or other tracking technologies (see the “Cookies and tracking” below for more information), store it against the associated Account, and link it to the other Personal Data we hold about an Account.
 - Categories of Personal Data:** The Personal Data we may collect includes your IP address, your operating system, your browser ID,

time, date, your browsing activity, your interaction with the Service (including any Content, comments, and location).

4. **Personal Data uploaded and transferred to the Service by Account**

Holders: We collect Personal Data about persons (including Children) indirectly when Account Holders use the Service, such as when an Account Holder:

- creates a Child, Teacher or Educator Profile
- uploads and transfers Content that contains Personal Data (including photographs or videos of another person including Children, or uploads and transfers materials created by another person including Children); or
- posts a comment or tags Content on the Service that contains Personal Data of another person.

In these situations any such Account Holder is a joint data-controller along with us in respect of such Personal Data. We have no direct relationship with any person other than you, and for that reason, you are responsible for making sure you have the appropriate permission for us to collect and process information about any such person. Please see Part B (section 15) below which outlines your obligations in this regard.

1. **Statistical information:** We may collect statistical (non-personal) information about your use of the Website and the Service to improve the features and overall user experience. This may include statistical information such as pages accessed on the Website and the Service, search terms, links that are clicked on, Website and Service visit times, browsers and operating systems, IP address, and cookies.

2. **Cookies and tracking:**

- We may use various technologies to collect and store information when you use our Service, and this may include using cookies and similar tracking technologies, such as pixels and web beacons. You may control the use of cookies at the individual browser level, however your use of the Website and Service may be affected.
- Personal Data may be collected as log files, or through cookies or other tracking technologies, stored against associated Accounts, and linked to the other Personal Data we hold about associated Accounts.
- The Website does not currently recognize Do Not Track (DNT) signals sent by our Users' web browsers.

- In addition, third parties that have content embedded on the Website, such as videos or social media buttons, may set cookies on a User's browser and/or obtain information about the fact that a web browser visited the Website from a certain IP address.

6. Use of Personal Data

We process Personal Data for the following purposes:

1. to administer Accounts.
2. to enable the features of the Services to be utilised and enjoyed, subject always to our Master Services Agreement. This may, for example, entail incidental posting of photographs/videos of a Child on another Child's Profile. Those posts may remain viewable even once a Child no longer attends a service or school as long as the relevant Child Profile is retained.
3. to analyse user behaviour (in respect of the Website) and Account Holder behaviour (in respect of the Service) for the purposes of:
 - determining Service developments;
 - inviting users or Account Holders to explore other features within the Website or Service, and otherwise to generally promote our Service;
 - ensuring the security of the Website and the Service; and
 - combating and preventing breaches of our Master Services Agreement, other user agreements, this Privacy Policy and our other policies;
4. to respond to enquiries, feedback or complaints received from you;
5. to perform authorised financial transactions with you and to help us to manage our accounts and administrative services;
6. to verify your identity;
7. for directly marketing to you (including by email, post, other means, or through functionality within the Service) with information about our Service;
8. on an aggregated non-identifiable basis, to:
 - help WellBe understand its market position;
 - assist with marketing our Services to others, including in respect of any online advertising; and
 - deliver a statistical result to help with general WellBe announcements;
9. incidentally, where teachers at their schools, educators at services and their educational mentors, for their further professional development, may view, some content of an account to which they have lawful access;

10. to protect our legal interests and fulfil our regulatory obligations (if and to the extent necessary);
 11. for ensuring the trust and safety of any Child and users of the Service; and
 12. in other circumstances, provided we comply with applicable Data Protection Laws.
13. **Lawful Basis for processing**

Performance of a contract: You acknowledge and agree that the processing identified below is necessary for the performance of a contract to which the data subject is party (being the Agreement):

- to carry out User and Account administration tasks;
- to manage and deliver the Service; and
- to manage any disputes (including disputes over invoices or delivery of Service).

Legitimate interests: In respect of all other processing of Personal Data detailed in this Privacy Policy (including direct marketing activities), such processing is necessary for the purposes of a legitimate interest pursued by WellBe, and we have assessed that such interests are not overridden by the interests or fundamental rights and freedoms of the persons to whom the Personal Data relates.

You have the right to object to the way we processes your Personal Data where the processing is based on legitimate interests. For more information see "Your Rights" section below.

Data Processor: In respect of Personal Data uploaded and transferred to the Service by **Account Holders** we are a joint data-controller alongside the relevant Account Holder. However, the relevant Account Holder is responsible for determining the legal basis upon which that Personal Data is processed. Please see Part B (section 15) below which outlines the Account Holder's obligations in this regard.

8. **Direct marketing**

All those with whom we interact have the option to opt-out of receiving direct marketing communications from us. If you do not wish to continue to receive direct marketing communications from us and/or selected third parties you should opt-out by clicking on the "unsubscribe" link in any email communications that we might send you.

Please note that some features of the Service may involve us providing, through the functionality within the Service, recommendations or suggestions for goods, services or benefits that we offer.

9. Retention and deletion of Personal Data

We will retain your Personal Data for as long as the Account associated with you is active, or as long as needed to provide you with our Service.

We take steps to regularly destroy Personal Data, however we may:

1. in some cases, retain a copy of your Personal Data to comply with our legal obligations, resolve disputes, enforce our agreements and to comply with our trust and safety obligations. Personal Data retained for this purposes will be archived and stored in a secure manner after your Account has been closed, and will not be accessed unless required for any of these reasons; and
2. retain Personal Data in an aggregated, de-identified or otherwise anonymous form, such that there is no reliable way of identifying you from the information.
3. **Disclosure of Personal Data**

We will not sell Personal Data to anyone.

We share Personal Data with third parties for limited purposes, such as to help us run our business and provide the Website and Service. Those third parties can be categorised as follows:

1. **Service providers:** We share your Personal Data with our third party service providers, who help us provide and support our Service. For example:
 - Organisations who carry out credit, fraud and other security checks;
 - Payment processors;
 - Hosting services;
 - Content delivery services;
 - IT support providers; and
 - Marketing businesses engaged by us to disseminate materials to which recipients have consented.

We limit the information we provide to third parties to the information they need to help us provide or facilitate the provision of goods and services and associated purposes. We deal with third parties that are required to meet the privacy standards

required by law in handling your Personal Data, and use your Personal Data only for the purposes that we give it to them.

1. **Sale, merger, consolidation, liquidation, reorganisation, or acquisition:** If WellBe or substantially all of its assets were acquired by a third party, Personal Data which we hold may be one of the transferred assets (subject to the same constraints on use and disclosure as under this policy).
2. **Legal obligation:** If we are under a duty or have a legal right to disclose or share Personal Data in order to comply with any legal obligation, or in order to enforce or apply our terms and conditions or to protect our rights, property, or the safety of our personnel or third parties. This includes exchanging information with other companies and organisations for the purposes of fraud protection, trust and safety and credit risk reduction.
3. **Trans-border Personal Data flows**

All Personal Data relating to use of our Service is hosted in Australia.

Some limited Personal Data may be provided to companies located outside of Australia who offer software as a service products that process content for inclusion on the Service (for example, conversion of images and videos to make them suitable for viewing online/ through a web browser). Those third parties located overseas are not permitted to (and are contractually obligated to not) access or use the Personal Data provided except for those limited purposes. We only choose reputable service providers and have agreements with such third parties that prevent them from using or disclosing to others the Personal Data we share with them, other than as is necessary to assist us.

In respect of the transfer of Personal Data to Australia, the USA and other countries, we will use reasonable efforts to obtain assurances from any third parties that they will safeguard personal information consistent with this Privacy Policy.

While the information resides outside of the territory where you reside, it may be accessible to the local courts, law enforcement and national security authorities in a foreign jurisdiction.

12. Security of Personal Data

We take all reasonable steps to protect Personal Data, including through internal and external security, restricting access to Personal Data to those who have a need to know, maintaining technological products to prevent unauthorised computer

access and regularly reviewing our technology to maintain security. We choose technology partners based on their security and privacy policies and practices.

Personal Data stored in our system is protected by electronic and procedural safeguards. We take reasonable precautions to protect Personal Data (and other content) from accidental loss and theft by storing it in secure data centres with off-site backups. Communication between Account Holders and our servers is encrypted via industry-standard secure sockets layer (SSL).

The Service is protected by a secure and encrypted password. Account Holders should never share their passwords. WellBe is not responsible for any loss of data or breach of privacy if an Account Holder shares their password with someone else. We do not store your password on our servers.

Because internet transmissions cannot be guaranteed to be 100% secure, you acknowledge and agree that you use the Service at your own risk.

In case of a Security incident or any other breach of security safeguards, such as the loss of, unauthorised access to or unauthorised disclosure of Personal Data under WellBe's control, we will respond in accordance with applicable Data Protection Laws.

13. Your Rights

You have the right to:

1. access and correct your Personal Data that is held by us at any time.
2. request the erasure of any or all of your Personal Data;
3. restrict or object to the processing of any or all of your Personal Data;
4. request the porting of any or all your Personal Data to another organisation;
5. withdraw any consent to processing that you have previously given in respect of any or all of your Personal Data; and
6. lodge a complaint regarding our data processing activities as they relate to your Personal Data with the supervisory authority in your member state.

Requests for such access and correction requirements can be made to the contact details in section 4 of this Privacy Policy.

Please note that where we are not, or are no longer, in a position to identify you within the information we hold (including because of any de-identification

techniques we may have employed), then your rights as described above shall not apply.

We will respond to any request made in respect of the above in accordance with the applicable Data Protection Laws where you are resident.

We will respond to any request made in respect of the above without delay, but in any case within one (1) month of a request, or two (2) months where the requests are complex or numerous (in which case, we will inform you of such delay).

Part B: Your Responsibilities

15. Uploading and transferring other people's Personal Data through the Service

You acknowledge and agree that, in respect of other people's Personal Data (including the Personal Data of Children) that you upload and transfer within the Service, you are acting as a joint data-controller along with WellBe in respect of such Personal Data.

By accessing and using the Service to upload and transfer other people's Personal Data, you agree that you:

1. **Comply with all Data Protection Laws:** will comply with your obligations under all applicable Data Protection Laws;
2. **Obtain consent:** have obtained (or shall obtain) all consents necessary under Data Protection Laws, for WellBe to process the Personal Data through the Service as you direct, and that such consent is obtained from the correct person;
3. **Withdrawn consent or objection to processing:** must notify us without undue delay if any Account Holder withdraws their consent, or any part of their consent, or objects to any processing of Personal Data through the Service. This shall include any withdrawal of consent, or objection received by you from a Child to whom the Personal Data relates;
4. **Accuracy of Personal Data:** will make sure that you are frequently updating any Personal Data stored within your Account that relates to another person when requested to do so by that person;
5. **Security breach:** upon becoming aware of a Security Incident, or any other breach, or suspected breach, of your security safeguards, must notify us

without undue delay and shall provide timely information relating to the security incident as it becomes known or as is reasonably requested by us;

6. **Sensitive data:** will not upload or transfer “sensitive data” (as that term is defined in applicable Data Protection Laws) to the Service;
7. **Secure use of the Service:** are responsible for your secure use of the Service, including securing your Account authentication credentials, protecting the security of Personal Data when in transit to and from the Service and taking any appropriate steps to securely encrypt or backup any Personal Data uploaded to the Service;
8. **Evaluation of the Service:** are responsible for reviewing the information made available by WellBe relating to data security and making an independent determination as to whether the Service meet your requirements and legal obligations under Data Protection Laws.
9. **Updates to Master Services Agreement and Privacy Policy** acknowledge that the Service is subject to technical progress and development and that WellBe may update or modify its Master Services Agreement and this Privacy Policy from time to time, and you agree to review the latest version of the Master Services Agreement and Privacy Policy from time to time.