

EziTech™ Services - Terms of Use and Privacy Policy

FEB 2021

Welcome to the exciting world of EziTech developed by EziTech Pty Ltd (ABN: 33 640 563 757) ('Us' 'Our' 'We'). We trust You ('You' 'Your') will enjoy all the many benefits of using the EziTech portal, website, mobile app and other elements that constitute part of Our services (collectively, 'Our Services') in accordance with the following terms and conditions, which include our Privacy Policy (collectively, 'Terms').

Our Services include helping You better manage the upload, verification, and processing of documents and other information (collectively, 'Documents') provided by You or 3rd parties in relation to a proposed use of Our Services. You are deemed to have accepted these Terms if You use any part of Our Services.

1. We hereby give You a personal, non-assignable and non-exclusive right to access and use Our Services for the sole purpose and scope explicitly covered in the service description of each of Our Services. Use of our Services does not guarantee any result whatsoever with regard to the purpose for which You use Our Services.
2. You may need to be a registered member to access certain of Our Services. When You register and activate Your account, We will provide You with a user name (generally equal to the email you have given us) and password. You are responsible for keeping this user name and password secure and are responsible for all use and activity carried out under this user name. To create an account, You must be:
 - a. at least 18 years of age;
 - b. possess the legal right and ability to enter into a legally binding agreement with Us; and
 - c. agree and warrant to use Our Services in accordance with these Terms.
3. You agree to take all reasonable precautions to prevent any unauthorized access to, or use of, Your account and Documents it contains, including the use of secure passwords. In no event shall We be held liable or responsible for any loss or damage You suffer or incur if You share Your password or do not adequately protect Your account credentials.
4. If You have administrator rights to Our Services, You hereby undertake and accept full responsibility for:
 - a. properly maintaining the list of users with access to Your instance of Our Services, including a regular review to ensure it remains appropriate and that all users who no longer require access to the Our Services are removed;
 - b. assigning and maintaining appropriate user access/roles/permissions, appropriately limiting those with administrator level of access to ensure appropriate security practices are used to prevent unauthorized access to Our Services by anyone other than authorized personnel;
 - c. ensuring any custom roles defined by You and any other administrators are appropriate and enforced;
 - d. ensuring the security settings of Our Services comply with Your specific security policy requirements;
 - e. ensuring the supervision, management, and control of the use of Our Services by Your personnel and other authorised users;
 - f. notifying Us of changes made to Your technical or administrative contact details;
 - g. maintaining the security of data associated with integrations and API's connected to Our Services which may result in confidential or sensitive data moving outside of Our Services into 3rd party applications;
 - h. reporting any security related concerns or incidents to Our security team in a timely manner by emailing security@lakeba.com with a full and accurate description of the concerns or incidents.
5. We accept no responsibility whatsoever for the acts or omissions of any user You may give access or administrative rights to Our Services.
6. Our Services allows data and/or Documents to be uploaded, verified, processed and managed. By using Our Services to receive and review uploaded Documents You hereby acknowledge that You are expressly authorised to do so and that data is collected, used and disclosed to You in accordance with these Terms.
7. If You provide Us with a 3rd party's personal information, then You hereby agree to inform such 3rd party of the purpose for which that information is sought and will be used by Us (including that the supply of such information may be subject to a Match Request with governmental agencies and that a corresponding Information Match Result may be provided to Us). In accordance with the Privacy Act 1988, We agree not use or disclose any government related identifier supplied to Us unless:
 - (a) the use or disclosure of the identifier is reasonably necessary for Us to verify the identity of the individual for the purposes of Our activities or functions; or

- (b) the use or disclosure of the identifier is reasonably necessary for Us to fulfil Our obligations to a government agency or a State or Territory authority; or
 - (c) the use or disclosure of the identifier is required or authorised by or under an Australian law or a court/tribunal order.
8. **We take Our responsibility for data security very seriously.** Our Services have several layers of security to better protect Documents, including SSL certification, encryption of every Document, and compliant storage in Australia. These are continually monitored to ensure system integrity.
 9. All Documents that are uploaded, stored, processed or managed via Our Services shall only ever be stored by Us on devices located in Australia unless We specifically obtain the Document Provider's consent to do otherwise, and shall only ever be used or shared by Us in accordance with these Terms.
 10. We operate an administrative service as part of Our Services that checks uploaded data and Documents for any obvious errors and omissions. We do not make any credit decisions or have any direct involvement in that process. The Documents may be viewed, validated and otherwise verified by Our employees and contractors *for the specific purpose Documents were provided for*. We will notify You of any problems to give You an opportunity to upload replacement Documents as appropriate.
 11. You retain ownership of, and any intellectual property rights that You may hold in, Documents You submit. When You upload Documents to or through Our Services, We (and Our suppliers and contractors) are granted a global royalty-free license to verify, host, store, reproduce, modify, communicate, and distribute such Documents *for the limited purpose of operating Our Services*, and to provide limited content to You in accordance with these Terms.
 12. If You contact us and requests that Your Documents be deleted prior to completion of Our Services, We shall comply with Our obligations pursuant to these Terms. In the event We have already commenced processing Your Documents, We shall refer such event to You to manage, in which case You hereby indemnify us from and against any cost, loss, damage or expense whatsoever that We suffer or incur in connection with any action taken against Us for any consequence of us commencing Our Services on Documents You requested to delete.
 13. Our Services may collect personal and other information about You, and deliver such information to Us for Our own use to provide, maintain, protect and improve Our Services, to develop new products and services, and to use otherwise in accordance with these Terms. By using Our Services, You agree that We can use any such information collected in accordance with these Terms. We will provide You with reasonable access to any personal information We store about You and give You the ability to update or delete it in accordance with these Terms. **We shall only ever use or share Documents and other information with You in accordance with these Terms.**
 14. You hereby agree to take all reasonable steps to ensure all confidential and sensitive data related to the Our Services, including personal information and credit card details, are maintained within the security of Our Services and not sent via e-mail or other non-secure communication platforms unless properly desensitised. In particular, You will take all reasonable steps to ensure You do not send any such confidential and sensitive data to Us for any reason unless properly desensitised.
 15. You hereby agree to follow all terms, conditions and instructions specified within Our Services and only use Our Services for the purpose for which they are intended and in accordance with all legislation, regulations, and other rules having equivalent force that relate to the use of Our Services (**'Applicable Law'**).
 16. You can stop using Our Services at any time. Alternatively, We may terminate Your right to use Our Services at any time in Our absolute discretion for any reason or for no reason provided always that You will be given a reasonable opportunity to download any Documents You have stored in Our Services if We terminate Your right to use Our Services.
 17. We will provide reasonable technical and other support for Our Services as outlined on Our website.
 18. We retain all intellectual property rights in Our Services. Using Our Services does not give You any ownership rights whatsoever in Our Services or any other part of Our business, or in any other 3rd party products or services that may be accessed or used as a result of Your use of Our Services.
 19. Without Our written permission, or unless authorized by Applicable Law, You may not copy, modify, distribute, sell, or lease any part of Our Services, nor may You reverse engineer or attempt to extract the source code of Our Services or any other part of Our Services.
 20. You agree to pay all amounts due to Us for use of Our Services (**'Fees'**) upon commencing to use Our Services, unless otherwise agreed in writing, and only use Our Services for the purpose they were created and in accordance with any agreement We have with You.
 21. GST shall, if applicable, be payable by You in addition to the Fees payable by You. You will provide authorised credit card details to Us so that the Fees and GST can be charged by Us upon commencing to

use Our Services. Failure to pay the Fees and GST when due may result in the immediate termination of Your account.

22. You hereby agree that We may send You messages and other information from time to time by email, SMS, notification and other methods while You maintain an account with Us or otherwise use Our Services.
23. We regularly change and improve Our Services. We may automatically update Our Services whenever a new version or feature is available, or if We remove certain functionality for any reason. You will not do anything to restrict or prevent such updates applying to any of Our Services that You use in connection with Our Services. Access to Our Services may temporarily be suspended during both scheduled and unscheduled maintenance and upgrades and We will not be liable for any damage, loss, cost or expense You may incur during or as a result of such suspension.
24. Our Services may use 3rd party technologies that We licence or otherwise use legally, but We provide no warranty or assurance whatsoever that We will continue to use those technologies in future as part of the Our Services.
25. We may share aggregated, non-personally identifiable information publicly and with Our suppliers and partners for any purpose whatsoever subject to Applicable Law and in accordance with these Terms.
26. We reserve the right to delete any data, including Documents, stored in Our portal without further notice if You cease to pay Us any amount required to use Our Services or otherwise breach any of these Terms, in which case You hereby release Us from all liability for any cost, loss, damage or expense whatsoever that You or anyone else may suffer or incur as a result of Us deleting such data, including Documents. We accept no liability whatsoever for any cost, loss, damage or expense You or anyone else may suffer or incur as the result of Us so terminating the use of Our Services or the deletion or loss of any data, including Documents.
27. We accept no liability whatsoever for any cost, loss, damage or expense You or anyone else may suffer or incur as the result of the purging, deletion, removal or loss of any data, including Documents, from the Our Services.
28. You hereby agree that a fair use policy applies at all times to Your use of Our Services such that You will not authorize or enable others to use Our Services without paying any Fees to Us that are otherwise applicable to that use, You will only use Our Services in a reasonable manner and not in any way that is excessive, immoral, fraudulent, in breach of anyone's intellectual property or other rights, or in breach of confidence or for any other illegal or immoral purpose. You will also not use Our Services to transmit any unsolicited marketing material (spam). We may terminate Your access and right to use Our Services if You breach Our fair use policy.
29. We develop and provide Our Services using a commercially reasonable level of skill and We trust that Our Services will be of significant use and value to You, but other than as expressly set out in these Terms and as required by Applicable Law We make no specific representations or warranties whatsoever concerning Our Services or Your use of Our Services, which are provided 'as is' and to the maximum extent permitted by Applicable Law We hereby exclude all implied representations and warranties.
30. To the maximum extent permitted by Applicable Law, Our total liability for any claims You may have under these Terms, including for any implied representations or warranties, is limited to the amount You paid Us to use Our Services during the previous month. In no case whatsoever shall We be liable for any cost, loss, damage or expense that is not reasonably foreseeable or expressly stated and in no event shall We be liable for any loss of profits, special or consequential damages, even if We have been advised of the possibility of such.
31. If You do not comply with these Terms but We fail to take action immediately We are not giving up any rights that We may have to take action in the future. If any particular part of these Terms is not enforceable, this will not affect any of the other terms.
32. **OUR WEBSITE:** The information on Our website is not comprehensive and is intended to provide a summary of the subject matter covered. While We use all reasonable attempts to ensure the accuracy and completeness of the information on Our website, to the extent permitted by law, including the Australian Consumer Law, We make no warranty regarding the information on Our website. You should monitor any changes to the information contained on Our website.

We are not liable to You or anyone else if interference with or damage to Your computer systems occurs in connection with the use of Our website or a linked website. You must take Your own precautions to

ensure that whatever You select for Your use from Our website is free of viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of Your computer systems.

We may, from time to time and without notice, change or add to Our website (including these Terms) or the information, products or services described in it. However, We do not undertake to keep Our website updated. We are not liable to You or anyone else if errors occur in the information on Our website or if that information is not up-to-date.

For certain campaigns, promotions or contests, additional terms and conditions may apply. If You want to participate in such a campaign, promotion or contest, You need to agree to the relevant terms and conditions applicable to that campaign, promotion or contest. In case of any inconsistency between such terms and conditions and these Terms, those terms and conditions will prevail.

Our website may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, We do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites.

Unless otherwise indicated, We own or license from third parties all rights, title and interest (including copyright, designs, patents, trademarks and other intellectual property rights) in Our website and in all of the material (including all text, graphics, logos, audio and software) made available on Our website ('Content'). Your use of Our website and use of and access to any Content does not grant or transfer any rights, title or interest to You in relation to Our website or the Content. However We do grant You a licence to access the website and view the Content on these Terms and, where applicable, as expressly authorised by us and/or Our third party licensors.

Any reproduction or redistribution of Our website or the Content is prohibited and may result in civil and criminal penalties. In addition, You must not copy the Content to any other server, location or support for publication, reproduction or distribution is expressly prohibited. All other use, copying or reproduction of Our website, the Content or any part of it is prohibited, except to the extent permitted by Applicable Law.

You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, or sell any Content, software, products or services contained within Our website or accessible via Our website. You may not use Our website, or any of its Content, to further any commercial purpose, including any advertising or advertising revenue generation activity on Your own website.

You must not do any act that We would deem to be inappropriate, is unlawful or is prohibited by any Applicable Law, including but not limited to:

- any act that would constitute a breach of either the privacy (including uploading private or personal information without an individual's consent) or any other of the legal rights of individuals;
- using Our website to defame or libel Us, Our employees or other individuals;
- uploading files that contain viruses that may cause damage to Our property or the property of other individuals;
- posting or transmitting to Our website any non-authorized material including, but not limited to, material that is, in Our opinion, likely to cause annoyance, or which is defamatory, racist, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of Our systems or a third party's systems or network security.

If We allow You to post any information to Our website, We have the right to take down this information at Our sole discretion and without notice.

We reserve the right to restrict, suspend or terminate without notice Your access to Our website, any Content, or any feature of Our website at any time without notice and We will not be responsible for any loss, cost, damage or liability that may arise as a result.

33. PRIVACY POLICY: OUR SERVICES MAY REQUIRE YOU TO SEND PERSONAL AND CONFIDENTIAL INFORMATION ABOUT YOUR IDENTITY AND OTHER VALIDATION DATA, INCLUDING:

- Driver Licence (with biometric validation using an image of a face)
- Any of Your Asset Identification Number (e.g. VIN, HIN)
- Any of Your Asset Registration Details (e.g. Number plate)
- Any of Asset Ownership Documents (e.g. Registration)
- Any of Your Asset Images
- Any of YourBank account details

In addition to the explicit data requested, Our Services may collect the following as a part of the security and validation process:

- Your Location
- IP Address from where you request or use Our Services
- Your email address

PRIVACY IS IMPORTANT – WE DO NOT USE ANY PERSONAL INFORMATION UPLOADED TO OUR SERVICES FOR ANY PURPOSE OTHER THAN FOR PROVIDING IT TO YOU FOR THE EXPRESS PURPOSE YOU ARE COLLECTING IT FOR. These Terms sets out out how We collect, verify, use, store and disclose personal information (which may include sensitive information) and forms part of these Terms of using Our Services. Personal information includes information about an individual that is reasonably identifiable including, for example, name, age, gender, contact details, financial, health and/or medical information. We are obligated to act in accordance with all Applicable Law, including the Privacy Act 1988 (Cth) and subsequent amendments, which includes the Australian Privacy Principles and any current Australian Privacy Principle Code and relevant guidance materials published by the Office of the Australian Information Commissioner (OAIC) (collectively, ‘**Privacy Act**’). The Privacy Act sets out how We must handle personal information during its collection, use and disclosure. Our Privacy Policy, which forms part of these Terms, is designed to comply with the Privacy Act.

Anyone providing personal information to Us or visiting Our websites, is required to consent to Our collection, use and disclosure of their personal information in accordance with these Terms and any other arrangements that apply between Us. We may change these Terms from time to time by publishing changes to it on Our website. We encourage You to check Our website periodically to ensure that You are aware of Our current Terms, including Our Privacy Policy.

We may be able to provide some services without requiring You to identify yourself. For example, you may be able to upload certain Documents without having to reveal any of your personal information. However, We may collect the following types of personal information when You use any of Our Services:

- Name
- Mailing/street address
- email address
- telephone number
- other contact details
- age/date of birth
- device ID, device type, geo-location information, computer and connection information, statistics on page views, traffic to and from the sites, ad data, IP address and standard web log information
- details of those of Our Services We have provided or that someone has enquired about, including any additional information necessary to deliver those of Our Services and respond to any enquiries;
- any additional information provided to Us directly or indirectly through Our Services, or through other websites or accounts from which We are able to collect information;

- information provided to Us through customer surveys; and/or
- any other personal information that may be required in order to facilitate dealings with Us using Our Services.

We only collect and hold personal information with consent, in limited situations which Applicable Law allows. We may collect these types of personal information either directly, or from external sources. We may collect this information when someone:

- registers to use Our Services or uses Our Services;
- communicates with Us through correspondence, chats, email, or when they share information with Us from other social applications, services or websites;
- interact with Our Services, websites, Content and advertising; and/or
- invests in Our business or enquires as to a potential purchase in Our business.

In some cases We might collect personal information from external sources with express consent as part of Our Services provided by Us.

Notification

We will take reasonable steps to inform anyone from whom We have collected personal information, unless:

- it is not reasonable to do so;
- it is apparent from the circumstances that they are aware of the collection; and/or
- they would expect Us to have the information.

Why do We collect, use and disclose personal information?

We may collect, hold, use and disclose personal information for the following purposes:

- to enable access and use of Our Services, and any other products and services We may offer;
- to comply with Our legal obligations, resolve any disputes that We may have with any user of Our Services, and enforce Our agreements with 3rd parties;
- to operate, protect, improve and optimise Our Services, such as to perform analytics, conduct research and for advertising and marketing;
- to send service, support and administrative messages, reminders, technical notices, updates, security alerts, and information requested.

Do We use personal information for direct marketing?

We do NOT use any of the personal information provided to Us for any direct marketing or other such purpose. We may, however, communicate with regard to an update regarding the Service's features, pricing or other relevant issues.

To whom do We disclose personal information?

We may disclose personal information for the purposes described in these Terms to:

- any entity, including government agencies, regulatory bodies and law enforcement agencies, as required, authorised or permitted by law or a court order;
- any person, entity or platform provider authorised by You or acting on Your behalf;
- Our employees, contractors and related bodies corporate;
- 3rd party suppliers and service providers (including providers for the operation of Our Services, or in connection with providing any other products and services);
- professional advisers, dealers and agents; or
- anyone to whom Our assets or businesses (or any part of them) are transferred.

Disclosure of personal information outside Australia

We will not, without express consent, disclose personal information outside of Australia to 3rd party suppliers located in other countries. In the event that We obtain express consent to the disclosure of personal information outside of Australia We will take reasonable steps to ensure that any overseas recipient will deal with such personal information in a way that is consistent with the Australian Privacy Principles, but You hereby acknowledge and agree that We may not be able to ensure that overseas recipients handle that personal information in compliance with Australian Privacy Law.

Using Our website and cookies

We may collect personal information about You when You use and access Our website. While We do not use browsing information to identify You personally, We may record certain information about Your use of Our website, such as which pages You visit, the time and date of Your visit and the internet protocol address assigned to Your computer. We may also use 'cookies' or other similar tracking technologies on Our website that help Us track Your website usage and remember Your preferences. Cookies are small files that store information on Your computer, TV, mobile phone or other device. They enable the entity that put the cookie on Your device to recognise You across different websites, services, devices and/or browsing sessions. You can disable cookies through Your internet browser but Our websites may not work as intended for You if You do so. We may also use cookies to enable Us to collect data that may include personal information. For example, where a cookie is linked to Your account, it will be considered personal information under the Privacy Act. We will handle any personal information collected by cookies in the same way that We handle all other personal information as described in these Terms.

Security

We take reasonable steps to protect personal information from misuse, interference and loss, as well as unauthorised access, modification or disclosure and We use a number of physical, administrative, personnel and technical measures to protect personal information. However, We cannot guarantee the security of personal information. We have processes in place to identify, manage and remediate privacy and data breaches in accordance with Our obligations under Applicable Law, including the notifiable data breach regulations. We educate Our staff about Our obligations to protect personal information and impose contractual obligations of confidentiality and strict controls over their access to any personal data. We will co-operate with Our customers, agents, and partners to promptly notify them of any privacy and data breaches in cases where there is a likelihood of a real risk of serious harm given the circumstances of the breach.

Links

Our Services may contain links to other websites or services operated by 3rd parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, We are not responsible for the privacy practices of, or any content on, those linked websites or services, and have no control over or rights in those linked websites or services. The privacy policies that apply to those other websites or services may differ substantially from these Terms, so We encourage You to read them before using those websites or services.

Accessing or correcting personal information

You can access the personal information We hold about You by contacting Us using the Contact Us or similar function on Our website. Your access to Your personal information is subject to some exceptions permitted by Applicable Law, including any situation in which We reasonably believe that:

- providing access would pose a serious threat to the life, health or safety of You or any other person;
- access would have an unreasonable impact on the privacy of any other person;
- the information is protected from disclosure by Applicable Law;
- release of the information would be prejudicial to Us in relation to a legal or administrative dispute or complaint; or
- the information is protected by confidentiality obligations or is Our intellectual property and disclosure would be contrary to Our legal or commercial interests.

If We refuse to provide You with access to Your personal information We will, if reasonable to do so, provide You with a written explanation outlining the reasons for Our refusal. The explanation will also outline the steps available to You to complain about Our refusal.

We may also need to verify Your identity when You request Your personal information. If You think that any personal information We hold about You is inaccurate, please contact Us and We will take reasonable steps to ensure that it is corrected.

Making a complaint

If You think We have breached the Privacy Act, or You wish to make a complaint about the way We have handled personal information, You can contact Us via letter to the address below or via the Contact Us function on Our website. Please include Your name, email address and/or telephone number and clearly describe Your complaint. We will acknowledge Your complaint and respond to You regarding Your complaint within a reasonable period of time. If You think that We have failed to resolve the complaint satisfactorily, We will provide You with information about the further steps You can take.

In the event that We are unable to resolve Your complaint to Your satisfaction, We will inform You as to how You can escalate the complaint to the appropriate external dispute resolution body. In cases of privacy related complaints, this is generally the Office of the Australian Information Commissioner (OAIC). There is specific information about the OAIC complaints and investigation process on the OAIC website at <http://www.oaic.gov.au/> and contact details are:

Office of the Australian Information Commissioner

GPO Box 5218 Sydney NSW

Phone: 1300 363 992

34. Your use of Our Services is governed by the law of New South Wales, Australia and You submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, Australia.
35. If any part of these Terms is held to be invalid, void, unlawful or unenforceable for any reason, that clause will be severed from these Terms and it will not affect the validity and enforceability of the remainder of these Terms.
36. NOTHING IN THESE TERMS PURPORTS TO MODIFY OR EXCLUDE THE CONDITIONS, WARRANTIES, AND OTHER LEGAL RIGHTS THAT ARE IMPLIED OR INCLUDED PURSUANT TO APPLICABLE LAW. ANY AND ALL OTHER WARRANTIES OR CONDITIONS WHICH ARE NOT GUARANTEED BY APPLICABLE LAW ARE EXPRESSLY EXCLUDED WHERE PERMITTED.

37. CONTACT

For further information about these Terms, Our current practices, or to access or correct personal information, or to make a complaint, please contact Us using the details set out below:

EFFECTIVE: FEB 2021

EziTech Pty Ltd

Level 2, 6 The Corso

Manly NSW 2095

BY CLICKING ACCEPT YOU ARE DEEMED TO HAVE ACCEPTED THESE TERMS INCLUDING OUR PRIVACY POLICY. IF YOU DO NOT ACCEPT THESE TERMS INCLUDING OUR PRIVACY POLICY THEN YOU SHOULD CEASE USING ANY PART OF OUR SERVICES IMMEDIATELY.

*** END ***