

Last Updated: August 29th, 2019

SAMii Industries Pty. Ltd. (hereinafter referred to as "SAMii", "we", "us" or "our") operates, via our website, mobile applications and other services, a platform and community marketplace (the "Platform") that helps those seeking lessons, tuition or instruction to discover, communicate and engage with those seeking to provide such lessons, tuition or instruction (the "Services").

This Privacy Policy is intended to inform you about how we treat Personal Information that we process about you. When you submit information to us, or register on our Platform to use our Services, you agree and consent to SAMii (including our affiliates and subsidiaries), as well as our respective representatives, and/or agents, collecting, using, disclosing and sharing among themselves, your Personal Information, and disclosing such Personal Information to our third- party business partners and other third-parties in the manner set forth in this Privacy Policy.

This Privacy Policy supplements but does not supersede nor replace any other consents you may have previously provided to SAMii in respect of your Personal Information.

Your provision of information is voluntary and your use of the Platform after the effective date of this document constitutes your acceptance of this Privacy Policy. If you do not agree to any part of this Privacy Policy, then we cannot provide the Platform or Services to you, and you should stop accessing the Platform and deactivate your SAMii Lite, SAMii or SAMii pro account. You can write to info@samii.com.au to deactivate your account.

DEFINITIONS

Where the definition of a capitalized term does not appear in this Privacy Policy, it shall be given its definition as outlined in our Terms of Service.

"Aggregated Information" means information about all of our users or specific groups or categories of users that we combine together so that it no longer identifies or references an individual user.

"Data Controller" means SAMii, the company responsible for the use and processing of Personal Information.

"Personal Information" means information relating to a living individual who is or can be identified either from that information or from that information in

conjunction with other information that is in, or is likely to come into, the possession of the Data Controller.

WHAT TYPES OF INFORMATION DOES SAMii GATHER ABOUT ITS USERS?

1. Information that you give us

We receive, store and process information that you make available to us when accessing or using our Platform and Services. Examples include when you:

- fill in any form on the Platform, such as when you register or update the details of your user account (for example, we may collect, among other information, your name, email address, postal address, phone number, billing information, demographics);
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- access or use the Platform, such as to search for or post teacher profiles; to make or accept bookings; to pay for Lessons; to book or pay for any associated services that may be available (such as but not limited to the booking of facilities; to post comments or reviews; or to communicate with other users;
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- link your account on a third-party site (e.g. Facebook) to your SAMii account, in which case we will obtain the Personal Information that you have provided to the third-party site, to the extent allowed by your settings with the third-party site and authorised by you; and
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- communicate with SAMii.
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If you provide us with any Personal Information relating to a third-party (e.g., your children), by submitting such information to us, you represent to us that you have obtained the consent of such third-party to provide us with their Personal Information for the respective purposes.

You should ensure that all Personal Information submitted to us is complete, accurate, true and correct. Failure on your part to do so may result in our inability to provide you with the Services you have requested.

2. Mobile Data

When you use certain features of the Platform, in particular our mobile applications we may receive, store and process different types of information about your location, including general information (e.g., IP address, post code) and more specific information (e.g., GPS-based functionality on mobile

devices used to access the Platform). Certain mobile devices allow you to turn off location services. For more information about how to do this, please contact your mobile service carrier or your device manufacturer. If you choose to turn off location services, this could affect certain features or Services of, as well as the usability of, our Platform.

3. Log Data

We may also receive, store and process “Log Data”, which is information that is automatically recorded by our servers whenever you access or use the Platform, regardless of whether you are registered with SAMii or logged into your SAMii account, such as your IP Address, the date and time you access or use the Platform; the hardware and software you are using; referring and exit pages and URLs; the number of clicks, pages viewed and the order of those pages; and the amount of time spent on particular pages.

4. Cookies and Other Tracking Technologies

When you visit or interact with our Platform, we or our third-party business partners may use “cookies”, web beacons, and other similar technologies, such as HTML5 and Flash, for storing information to help provide you with a better, faster, and safer experience and for advertising purposes. For example, a cookie could allow the Platform to recognise your browser, while another could store your preferences and other information. Cookies may have unique identifiers, and reside, among other places, on your computer or mobile device, in emails we send to you, and on our Platform. Cookies may transmit information about you and your use of the Services, such as your search preferences, IP address, data relating to advertisements that have been displayed to you or that you have clicked on, and the date and time of your use.

Cookies may be persistent or stored only during an individual session.

Your browser may allow you to set how it handles cookies, such as declining all cookies or prompting you to decide whether to accept each cookie. But please note that some parts of the Platform may not work as intended or may not work at all without cookies.

While you may disable the usage of cookies through your browser settings, we do not change our practices in response to a "Do Not Track" signal in the HTTP header from your browser or mobile application. We track your activities if you click on advertisements for SAMii services on third-party platforms such as search engines and social networks, and may use analytics to track what you do in response to those advertisements.

SAMii cookies and third-party cookies

We may also allow our third-party business partners to place cookies on your device. For example, we may use Google Analytics for web analytics, as well as Google Captcha to help ensure human login and prevent spam and password decryption, and so Google may also set cookies on your device. As further explained below, third-parties may also place cookies on your device for advertising purposes.

Other technologies

The Platform may also use other technologies with similar functionality to cookies, such as web beacons and tracking URLs to obtain Log Data about users. We may also use web beacons and tracking URLs in our messages to you to determine whether you have opened a certain message or accessed a certain link.

Uses for SAMii cookies

SAMii uses cookies for a number of purposes, such as the following:

- to enable, facilitate and streamline the functioning of the Platform across different webpages and browser sessions.
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- to simplify your access to and use of the Platform and make it more seamless.
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- to monitor and analyze the performance, operation and effectiveness of the Platform, so that we can improve and optimize it and to improve customer support.
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- for the purpose of analytics, research and product development.
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- to improve fraud prevention, risk assessment, regulatory compliance and investigation.
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- to enable you to more easily use and access the Platform and pay for your activities on the Platform.
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- to show you content (which may include advertisements) that is more relevant to you.
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Uses for third-party cookies

Our partners' cookies are intended to obtain information to help them provide services to SAMii. For example, third-party companies and individuals we engage to provide services to us may track your behaviour on our Platform to market and advertise SAMii listings or services to you on the Platform and third-party websites. Third-parties that use cookies and other tracking technologies to deliver targeted advertisements on our Platform and/or third-party websites may offer you a way to prevent such targeted advertisements by opting-out at the websites of industry groups such as the Network Advertising Initiative (<http://www.networkadvertising.org/choices/>) and/or the Digital Advertising Alliance (<http://www.aboutads.info/choices/>). You may also be able to control advertising cookies provided by publishers, for example Google's Ad Preference Manager (<https://www.google.com/settings/ads/onweb/>). Please note that even if you choose to opt-out of receiving targeted advertising, you may still receive advertising on the Platform – it just will not be tailored to your interests.

In addition, Facebook places a cookie via the Platform that allows Facebook to obtain aggregated, non-Personal Information to optimise their services. For example, if a user clicks on an advertisement for the SAMii mobile application on Facebook and subsequently installs the app, this cookie will inform Facebook that a user (who is not personally identified) has installed the app after clicking on the advertisement. This cookie may also inform Facebook that a user is using the application, without identifying the specific actions taken by the user in the application.

5. Third-party social plugins

Our Platform may use social plugins, which are provided and operated by third-party companies, such as Facebook's Like Button.

As a result of this, you may send to the third-party company the information that you are viewing on a certain part of our Platform. If you are not logged into your account with the third-party company, then the third-party may not know your identity. If you are logged into your account with the third-party company, then the third-party may be able to link information about your visit to our Platform to your account with them. Similarly, your interactions with the social plugin may be recorded by the third-party.

Please refer to the third-party's privacy policy to find out more about its data practices, such as what data is collected about you and how the third-party uses such data.

HOW SAMii USES AND PROCESSES THE INFORMATION THAT YOU PROVIDE OR MAKE AVAILABLE

We use Personal Information collected through our Platform for the purposes described in this Privacy Policy or disclosed to you on our Platform or otherwise in connection with our Services. For example, we may use your information to:

- to enable you to access and use the Platform;
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- to operate, protect, improve and optimise the Platform, SAMii's business, and our users' experience, such as to perform analytics, conduct research, personalise or otherwise customise your experience, and for advertising and marketing;
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- to help create and maintain a trusted and safer environment on the Platform and Services, such as fraud detection and prevention, conducting investigations and risk assessments, verifying any identifications provided by you, and conducting checks against databases such as public government databases;
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- to process transactions;
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- to send you service, support and administrative messages, reminders, technical notices, updates, security alerts, and information requested by you;
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- where we have your consent, to send you marketing and promotional messages and
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- other information that may be of interest to you, including information about SAMii or general promotions for partner campaigns and services.
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- to administer referral programs, rewards, surveys, contests, or other promotional activities or events sponsored or managed by SAMii or our business partners; and
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- to comply with our legal obligations, resolve any disputes that we may have with any of our users, and enforce our agreements with third-parties.

By providing your contact number, you expressly consent to receive direct dial calls, autodialed and prerecorded messages and/or text messages from us relating to our Services at that number.

HOW SAMii USES AND PROCESSES USER COMMUNICATIONS

We may, either directly or through third-party companies and individuals we engage to provide services to us, review, scan, or analyse your communications with other users exchanged via the Platform for fraud prevention, risk assessment, regulatory compliance, investigation, product development, research and customer support purposes. For example, as part of our fraud prevention efforts, the Platform may scan and analyse messages to mask contact information and references to other websites. This helps to prevent fraudulent actors from asking users to send them money outside of the Platform, such as by bank transfer or other money transfer methods. We may also scan, review or analyse messages for research and product development purposes to help make search, booking and user communications more efficient and effective, as well as to debug, improve and expand product offerings. In addition, we may scan and review messages in order to prevent the use of obscene, profane or threatening language on our Platform. We will use automated methods to carry out these reviews or analyses where reasonably possible. However, from time to time we may have to manually review some communications. By using the Platform, you consent that SAMii, in its sole discretion, may, either directly or through third-party companies and individuals we engage to provide services to us, review, scan, analyse, and store your communications, whether done manually or through automated means.

WHEN SAMii DISCLOSES OR SHARES PERSONAL INFORMATION, AND TO WHOM

IMPORTANT: When you use the Platform, your data may be sent to other countries.

We may transfer, store, use and process your information, including any Personal Information, to countries, including the United States, Europe and other countries in Asia. Please note that laws vary from jurisdiction to jurisdiction, and so the privacy laws applicable to the places where your information is transferred to or stored, used or processed in, may be different from the privacy laws applicable to the place where you are resident.

Your Personal Information may be disclosed as follows:

- Parts of your public profile page that contain some Personal Information may be displayed in other parts of the Platform to other users for marketing purposes or to the extent necessary to operate and manage user functionality.
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- Your profile will always display some minimum information, including, but not limited to, age, name, calendar availability (in the case of educators), distance from user searching for lessons/instruction (in the case of educators), experience (in the case of educators) and your

public profile photo. Your profile page may also include aggregated demand information (e.g., number of lessons provided, number of students tutored). The Platform may also display your approximate geographic location on a map.

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- The Platform allows your public profile page to be included in search engines, in which case your public profile page will be indexed by search engines and may be published as search results. This option is enabled by default. We do not control the practices of third-party search engines, and they may use caches containing outdated information, including any information indexed by the search engine before you change your settings or the information on your public profile page.
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- When you submit a request to book a Lesson, your full name, age and location will become visible to the Teacher.
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- When a Student's request to book a Lesson is accessed by a Teacher or when a Teacher accepts a Student's request to book a Lesson, we will disclose some of your Personal Information to the other party. However, your phone number, email ID, billing and payout information will never be shared with another user.
- When a Student takes a Lesson from a Teacher, we will ask the Student to review and rate the Teacher. If a Student chooses to provide a review and rating, such reviews and ratings may be made public on the Platform.
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- You may link your account on a third-party social networking site to your SAMii account. We refer to a person's contacts on these third-party sites as "Friends". When you create this linkage:
 - some of the information you provide to us from the linking of your accounts may be published on your SAMii account profile;
 - your activities on the Platform may be displayed to your connections on the Platform and/or that third-party site;
 - the information you provide to us from the linking of your accounts may be stored, processed and transmitted, including for fraud prevention and risk assessment purposes.
 - The publication and display of information that you provide to SAMii through this linkage is subject to your settings and authorisations on the Platform and the third-party site.
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- We may distribute parts of the Platform (including your public profile page) for display on sites operated by SAMii's business partners and affiliates, using technologies such as HTML widgets. If and when public profile page is displayed on a partner's site, information from such page may also be displayed.
- We may allow our related entities, such as our subsidiaries, and their employees, to use and process your Personal Information in the same way and to the same extent that we are permitted to under this Privacy Policy. These related entities comply with the same obligations that we have to protect your Personal Information under this Privacy Policy.
- We may also engage third-party companies and individuals, to provide services to us, including but not limited to technology services and services to help verify your identification, to conduct checks against databases such as public government databases (where legally allowed), to otherwise assist us with fraud prevention and risk assessment, to assist us with customer service, and to facilitate payments. We may provide Personal Information about you to these third-parties, or give them access to this Personal Information, for the limited purpose of allowing them to provide these services. We will ensure that such third-parties have contractual obligations to protect this Personal Information and to not use it for unrelated purposes.
- For any jurisdiction in which we facilitate the Collection and Remittance of Taxes or Opt- in for Teachers Remittance of Taxes as described in the "Taxes" section of the Terms of Service, Teachers expressly grant us permission, without further notice, to store, transfer and disclose data and other information relating to them or to their Transactions, including, but not limited to, personally identifiable information such as their name, postal addresses, transaction dates and amounts, contact information and similar information, to the relevant Tax Authority.
- You acknowledge, consent and agree that SAMii may access, preserve and disclose your account information and other Personal Information if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to (a) respond to claims asserted against SAMii; (b) to comply with legal process (for example, subpoenas and warrants); (c) to enforce and administer our agreements with users, such as the Terms of Service, (<http://www.SAMii.com.au/terms>) and this Privacy Policy; (d) for fraud prevention, risk assessment, investigation, customer support, product development and de-bugging purposes; or (e) to protect the rights, property or personal safety of SAMii, its users or members of the

public. We will use commercially reasonable efforts to notify users about law enforcement requests for their data unless:

- - providing notice is prohibited by the legal process itself, by court order we receive, or by applicable law; or
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 - based on information supplied by law enforcement, we, in our sole discretion, believe: (a) that providing notice could create a risk of injury or death to an individual or group of individuals, (b) that the case involves potential harm to minors, or (c) that harm or fraud could be directed to SAMii, its users, the Platform, or Services.

We may also publish, disclose and use Aggregated Information and non-personal information for industry and market analysis, demographic profiling, marketing and advertising, and other business purposes.

BUSINESS TRANSFERS BY SAMii

If SAMii undertakes or is involved in any merger, acquisition, reorganisation, sale of assets or bankruptcy or insolvency event, then we may sell, transfer or share some or all of our assets, including your Personal Information. In this event, we will notify you before your Personal Information is transferred and becomes subject to a different privacy policy.

HOW TO CHANGE OR DELETE YOUR INFORMATION, OR CANCEL YOUR SAMii ACCOUNT

You may review, update, correct or delete the Personal Information in your SAMii account. Upon registration and your creation of a profile page, if you would like to correct your information, you can do so by logging into your account. If you do not have an account with us, or you want to cancel your SAMii account entirely you can do so by contacting us at info@samii.com.au Please also note that any reviews, forum postings and similar materials posted by or about you may continue to be publicly available on the Platform in association with your name, even after your SAMii account is cancelled.

SECURING YOUR PERSONAL INFORMATION

We are continuously implementing and updating administrative, technical, and physical security measures to help protect your Personal Information against unauthorised access, destruction or alteration. However, no method of transmission over the Internet, and no method of storing electronic information, can be 100% secure. So, we cannot guarantee the absolute

security of your transmissions to us and of your Personal Information that we store.

When your bank account or credit card or debit card account information is being transmitted to or through our Platform, it will be protected by encryption technology, such as Secure Sockets Layer (SSL). When you provide us with your bank account number, this information will be stored by SAMii for the purpose of processing payments for lesson fees to you or, if applicable, to process refunds to you, process any cash-based promotional incentives to you. With respect to your credit card or debit card account information, SAMii does not itself store your such information. Our contracts with third-parties that receive your credit or debit card account information require them to keep it secure and confidential. Nonetheless, we cannot guarantee that transmissions of your credit or debit card account information or Personal Information will always be secure or that unauthorised third-parties will never be able to defeat the security measures taken by SAMii or our third-party service providers. **We assume no liability or responsibility for disclosure of your information due to errors in transmission, unauthorised third-party access, or other causes beyond our control.**

You play an important role in keeping your personal information secure. You should not share your user name, password, or other security information for your SAMii account with anyone. If we receive instructions using your user name and password, we will consider that you have authorised the instructions.

YOUR PRIVACY WHEN YOU ACCESS THIRD-PARTY WEBSITES AND RESOURCES

The Platform will contain links to other websites not owned or controlled by SAMii. SAMii does not have any control over third-party websites. These other websites may place their own cookies, web beacons or other files on your device, or collect and solicit Personal Information from you. They will have their own rules about the collection, use and disclosure of Personal Information. We encourage you to read the terms of use and privacy policies of the other websites that you visit.

Some portions of the Platform implement Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to Google's terms of use (located at www.google.com/intl/en_us/help/terms_maps.html) and Google's privacy policy (located at <http://www.google.com/privacy.html>), as may be amended by Google from time to time.

MINORS:

SAMii does not seek to obtain nor does it wish to receive Personal Information directly from minors; however, we cannot always determine the age of persons who access and use our Platform. If you are under the age of 16, please do not provide your contact information or any other personally identifiable information to SAMii. If you are the parent or legal guardian of someone under the age of 16 who may have provided us with information without your knowledge or consent, please contact us to have this information removed. If a minor (as defined by applicable law) above 16 years of age and less than 18 years of age provides us with his/her data, SAMii does not use the data or activate the profile of the minor until a suitable verification is made and at times consent may be sought from a parent or legal guardian. All contact, including Lessons, between a Teacher and any minor should, of course, take place only in a supervised setting.

SPECIAL FEATURES AND PROGRAMS

We may integrate the Platform with third-party sites such as Facebook, so that you can send invitation messages or requests for references via the third-party site itself. These messages will be sent by the third-party site, and SAMii does not collect or retain the contact information that is used to send them.

You may also send invitation/request emails/promotions via the Platform itself, in which case we will ask you for the contact information to which to send your invitation/request. You can type in the email addresses or other contact information manually, or you can choose to import the contacts in your address book(s). In both cases, we may use and store this information for the sole purposes of allowing you to send your friends and contacts a communication from you, and for fraud detection and prevention. With respect to referrals, we will also store the email addresses of your invitees to track if your contact joins SAMii in response to your referral. If you request us to import your contacts, we will collect, but not store, the username and password for the email account you wish to import your contacts from. We will use this information only for the purpose of importing your contacts.

WITHDRAWAL OF CONSENT

You may communicate your objection to our continual use and/or disclosure of your Personal Information for any of the purposes and in the manner as stated in this Privacy Policy at any time by contacting us at info@samii.com.au

Please note that if you communicate your objection to our use and/or disclosure of your Personal Information for the purposes and in the manner as stated in this Privacy Policy, depending on the nature of your objection, we may not be in a position to continue to provide our Services to you or perform on any contract we have with you. Our legal rights and remedies are expressly reserved in such event.

CHANGES TO THIS PRIVACY POLICY

We may change this Privacy Policy, as well as how we collect and then use Personal Information at any time, for any or no reason, and without prior notice, at our sole discretion. If we make material changes to the Privacy Policy, we will notify you either by posting the changed Privacy Policy on the Platform or by sending an email to you. We will also update the "Last Updated Date" at the top of this Privacy Policy. If we let you know of changes through an email communication, then the date on which we send the email will be deemed to be the date of your receipt of that email.

It is important that you review the changed Privacy Policy. If you do not wish to agree to the changed Privacy Policy, then we will not be able to continue providing the Platform and Services to you, and your only option will be to stop accessing the Platform and Services and deactivate your SAMii account. You can find out more about how to deactivate your SAMii account by writing to us at info@samii.com.au

CONTACTING US

If you have any questions relating to your Personal Information or about our Privacy Policy, you may contact us (with subject line stating "Attention of Data Privacy Officer") at info@samii.com.au