

## PRIVACY POLICY AND DISCLAIMER

### 1. Introduction and Agreement

This website (“**Site**”) is operated by the legal owners of the Site, JQZ Sixteen Pty Ltd ACN 620 430 748 as trustee for JQZ Sixteen Unit Trust ABN 72 677 525 400, and this policy applies to the legal owners and their associates and their related entities (together, **we, us** or **our**).

This Privacy Policy and Disclaimer applies to our collection of information and your access to the collected information when you transact with us on the Site and also on any forms or other means of collection of information by us. It also applies to the use of the Site.

Please read this Privacy Policy and Disclaimer carefully before using the Site or transacting with us. Usage of the Site or transacting with us is conditional upon you agreeing to be bound by this Privacy Policy and Disclaimer, and if you use the Site or transact with us you are deemed to have agreed to be bound by this Privacy Policy and Disclaimer.

### 2. Privacy Policy

We are bound by the National Privacy Principles (“**Principles**”) contained in the Privacy Act 1988 (Cth) as amended (**Act**). The Principles can be viewed at the web site of the Office of the Australian Information Commissioner: [www.oaic.gov.au](http://www.oaic.gov.au). This Privacy Policy sets out our policies regarding the collection, use and disclosure of certain information relating to your use of the Site.

We recognise the importance of protecting your privacy and our Privacy Policy is designed to assist you in understanding how we collect, use and safeguard the personal information you provide to us, and to assist you in making informed decisions when using the Site. As we update and diversify our products and services, this Privacy Policy may evolve. Please check this page for updates periodically.

#### What is personal information?

Under the Act, *personal information* is defined to mean information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not, and whether the information or opinion is recorded in a material form or not.

Personal information can include sensitive information. Sensitive information is defined as information or an opinion about a person's race, ethnic origin, political opinions, membership of political associations and trade associations, religious or philosophical beliefs, sexual orientation or practices, criminal record, health information, genetic information about an individual that is not otherwise health information, biometric information that is used for the purpose of automated biometric verification or biometric identification and biometric templates.

#### 2.1 Collection of Information

We have several areas where you can submit information to us, and we also have features that automatically collect information (e.g. cookies) from the users of our Site. That information collected may include personal information.

**Registration:** When you visit or transact business on our Site, you may be required to register with us or be requested to provide us with personal and account information such as your name, account number, address, telephone number, e-mail address, subscription details (i.e., particular types of markets or property types on which you request information), and any other information that personally identifies you or would permit us to contact you.

**Cookies:** We may use what are commonly called cookies when you use our Site. A cookie does not identify you personally but it does identify your computer. We use these cookies to enable us to monitor traffic patterns, to serve you more effectively if you revisit our website or in the provision of information to you via the web. We may also use cookies to help us facilitate any promotions or surveys that we provide.

We may also collect information from any other document which you submit to us in connection with your expression of interest or your acquisition of an apartment in Origami Residences.

When providing services or otherwise transacting with us, we may collect the following personal information from you:

- personal information, including your name, email address, facsimile number, telephone numbers, residential or business address and other details;
- visual images;
- audio and visual security footage; and
- any other information you provide to us.

Our server automatically records information your browser sends when it connects to a website. The information provided may include your Internet Protocol (IP) address and your browser type and language.

We may also collect information about your usage (for example, by way of cookies) including when you use our Site, other sites you access from our Site, content upload and download, your usage of the services available on our Site and the other website users you connect with through our Site.

Our Site may contain links to other third party websites which may collect your personal information. We cannot be held responsible for the privacy practices of other businesses. We encourage you to be aware and to read the privacy statements of each website which may collect your personal information.

Our Site is hosted on a third party e-commerce platform that allows us to sell our goods and/or services to you online. Any personal information referred to in this Principles that is provided to us through the Site may also be collected and stored through that third party host databases. For further information, you can review ask us for the third party e-commerce platform [Privacy Policy](#) and its other [terms of use](#).

While you may be entitled under the Act to transact with us without identifying yourself or using a pseudonym, we reserve the right to refuse to provide services or deal with you without you identifying yourself to our reasonable satisfaction.

## **2.2 Use of information collected**

We will use the information collected in order to:

- keep you informed about our latest news, products and services, and to this end we may contact you via telephone or send e-mails and announcements to your personal email address that you provided to us while registering on our Site;
- respond to comments and questions;
- provide customer or consumer support services;
- generate internal reports;
- register any security interest we may have in connection with your credit account on the Personal Property Securities Register or other security register;
- obtain from a credit reporting agency a credit report containing personal information about you in relation to consumer or commercial credit or other information about your commercial activities or creditworthiness;
- promote, market and advertise our business;
- understand more about you, so that we can provide better products and services;
- improve our products and services;
- develop existing and new products or services;
- advise you of information which may be of interest to you;
- provide your contact details to our partners and Associates (as referred to below) who have agreed to provide you with any offers, goods or services;
- maintain and update our business infrastructure and systems;
- meet contractual obligations; and
- instruct our Associates (as referred to below); and

- communicate with you information about the status of Origami Residences and other information that may be of interest to you in respect of your expression of interest, or the delivery of your apartment in Origami Residences.

If we do not collect the personal information, or the information provided to us is incomplete or inaccurate, we may not be able to provide you with the products or services you have requested or any other services including assistance.

If you provide us with endorsements, we use these (including any visual images you provide) to promote and advertise our business and products and services.

We do not keep your personal information for any particular period of time, unless we are required to by law.

At any time, if you no longer wish to receive marketing material from us, contact us in writing and your details will be removed from our marketing database. You may unsubscribe from such list by following the instructions contained in each email we send to you to unsubscribe from such e-mail list.

### **2.3 Disclosure of information collected**

**Disclosure to Associates:** We may share your personal information with companies acting as our authorised agents or partners in providing our service (**Associates**) (for example but without limitation customer/support services and marketing services) to you, and we will use our best endeavours to procure their agreement to use it only for such specified purposes. Each Associate must agree to implement and maintain reasonable security procedures and practices appropriate to the nature of your information in order to protect your personal information from unauthorised access, destruction, use, modification or disclosure. You may at any time choose not to receive some or all of our direct marketing communications. If you choose not to receive some or all of our direct marketing communications, please communicate your choice to us by e-mailing [info@jqz.com.au](mailto:info@jqz.com.au)

**Disclosure to outside agencies:** We may share your personal information with outside agencies who we engage to assist with research and analysis. Each outside agency must agree to implement and maintain reasonable security procedures and practices appropriate to the nature of your information in order to protect your personal information from unauthorised access, destruction, use, modification or disclosure.

**Disclosure to contractors and advisers:** We may disclose your personal information to companies and contractors who we retain to provide services for us, such as IT contracts, call centres, lawyers, accountants, financiers, banks and auditors who will need to have access to your personal information to provide those services.

**Legally compelled disclosure:** We will also disclose your personal information when required to do so by law, for example, in response to a court order or a subpoena or other legal obligation, in response to a law enforcement agency's request, or in special cases when we have reason to believe that disclosing your personal information is necessary to identify, contact or bring legal action against someone who may be causing injury to or interference with (whether intentionally or unintentionally) our rights or property.

**Disclosure authorised by you:** We may disclose your personal information to other individuals or companies where authorised by you.

**Marketing and advertising:** We will never use or disclose any sensitive information for marketing or advertising purposes. We may use and disclose your personal information (other than sensitive information) to provide you with information about products offered by us or our Associates. You consent to receipt of direct marketing information including by email or SMS. If at any time you do not wish to receive marketing or advertising communications from us or you do not want your personal information disclosed for marketing or advertising purposes, please contact our privacy officer via email (details below) and we will remove your details from our marketing database.

### **2.4 Consent to processing**

By providing any personal information to us, you fully understand and consent to the transfer of such personal information to, and the collection and processing of such personal information. Your personal information will be stored and processed on our computers in Australia.

We will use commercially reasonable efforts to hold and transmit your personal information in a safe, confidential and secure environment. If you object to your personal information being transferred or used in this manner please do not register with or use the Site.

## **2.5 Data integrity**

We endeavour to ensure that all personal information that we hold is accurate, complete and up-to-date. To assist us with this, you should contact us if any of your personal information changes, or if you believe that the personal information we have is not accurate or complete.

When personal information that we collect is no longer required by us, we will destroy or de-identify that personal information unless we are required by a court, tribunal or any Law to retain the personal information.

We may retain personal information for so long as it is required for any of our business purposes, for the prevention of fraud, for insurance and governance purposes and in our IT back-up.

## **2.6 Security**

We endeavour to protect the security of your personal information and your choices for its intended use. We store your personal information on a secure server, and use procedures designed to protect the personal information we collect from unauthorised access, destruction, use, modification or disclosure. We reserve the right to store your personal information in physical form, and we will make all commercially reasonable efforts to ensure that personal information stored or transferred in physical form is protected from misuse, loss, unauthorised access, modification or disclosure, and that the personal information is stored securely.

However, no system is completely secure against cyber attack and the open nature of the Internet is such that information exchanged via the Internet may be accessed and used by people other than those for whom the information is intended. Any personal information is therefore sent at your own risk.

You should contact us immediately if you believe that there has been unauthorised access or disclosure with respect to any personal information that we hold about you.

## **2.7 Disclosure overseas**

We transact with others globally as do our Associates, and accordingly information and communication is worldwide.

We may disclose personal information outside of Australia to our third-party service providers and other Associates.. Such third-party service providers may store or process your data overseas. These countries may not provide the same level of protection as the privacy laws of Australia.

You consent to any disclosure of your personal information by us overseas on the understanding that if the overseas recipient handles the personal information in breach of the Principles, the entity will not be accountable under the Act, and you will not be able to seek redress under the Act. The overseas recipient may not be subject to privacy obligations or to any principles similar to the Principles. Individuals may not be able to seek redress in some overseas jurisdictions, and overseas recipients may be subject to a foreign law that could compel the disclosure of personal information to a third party, such as an overseas authority.

## **2.8 De-identified data**

You consent to us using and disclosing your de-identified data (data that no longer identifies you) for any purpose, including without limitation research, statistical analysis, product development, marketing and business planning and any other commercial purpose. We undertake technical measures to make sure that this data cannot be associated back to you.

## **2.9 Notifiable data breaches**

We will notify you and the Office of the Australian Information Commissioner about any data breach that is likely to result in serious harm to you unless an exception applies, for example, where we have already taken appropriate remedial action that removes the risk of serious harm to any individuals.

## **2.10 Access to Information, Accuracy of Information and Complaints**

You have the right to have access to the personal information we hold about you. You can also request an amendment to this personal information should you believe that it contains inaccurate information. Should you wish to obtain access to or amend the personal information that we hold, please contact our Privacy Officer (contact details below) who can give you more detailed information. For security and confidentiality reasons, we will require you to verify your identity and specify what information you require. A fee may be charged for providing access, which will be advised in advance.

The Act entitles us to refuse a request to access information in particular circumstances (such as specified business purposes or imperatives, and for law enforcement reasons). Where we do not uphold your request, we will inform you of the reasons for our decision. If the information we hold about you changes, we ask that you contact our Privacy Officer (contact details below) so that we may update our records.

Any complaints may be made to our Privacy Officer (details below) or to the Office of the Australian Information Commissioner: [www.oaic.gov.au](http://www.oaic.gov.au)

## **2.11 Privacy Officer Contact Details**

If you have questions or concerns regarding this Privacy Policy, if you wish to gain access to your information which we have retained, or if you wish to exclude your personal information from our direct marketing purposes, please feel free to contact us at [info@jqz.com.au](mailto:info@jqz.com.au) or by writing to us at Attn: Privacy Officer, Yi Zhou, JQZ Group Pty Ltd, PO Box 686 Burwood NSW 2134.

## **3. Limitation of liability**

We are not liable for any direct, indirect, incidental, special, punitive or consequential liability, loss (including but not limited to loss of data, income, profit or opportunity, loss of or damage to property and claims of third parties, death, personal injury or any loss, damage or expense) you incur or suffer that arises out of your access to, use of or reliance on our Website or our services or any of the content of the Site or your inability to use it. This applies even if we have been informed that the liability, loss, damage or expense will or may result.

To the extent permissible by law, we will not be liable to you or to any third party for any loss or damage or claim arising from our collection and use of personal information in accordance with this Privacy Policy.

Where liability is not able to be excluded by law, our liability to you in any circumstances will be limited, at our choice, to re-performance of any services we have provided to you, payment for those services to be provided by a third party or payment of the sum of AUD \$10.00 (Ten Australian Dollars).

Nothing in this Privacy Policy affects your statutory rights, including those under the Competition and Consumer Act 2010 (Cth) and Privacy Act 1988 (Cth). To the extent of any inconsistency between this Privacy Policy and your statutory rights under the Competition and Consumer Act 2010 (Cth) or Privacy Act 1988 (Cth), your statutory rights under the Competition and Consumer Act 2010 (Cth) or Privacy Act 1988 (Cth) (as the case may be) will apply.

## **4. Disclaimer**

### **4.1 General Site Disclaimer**

The information provided on this Site has been compiled for your convenience only. Images, pictures and diagrams depicted on this Site may be computer generated images or artists impressions and are

intended to be a visual aid only and do not necessarily accurately reflect the objects described or the actual image or depiction. We make no (and expressly disclaim all) representations or warranties of any kind, express or implied, in respect of or in any way connected to the Site and any information or item included on this Site from time to time. You, as a user of this Site, should make your own enquiries before entering into any transaction on the basis of or in reliance upon the content of the Site. We exclude, to the extent permitted by law, all liability for loss or damage arising from any reliance placed on any information or item included on this Site from time to time.

We accept no responsibility for, and exclude all liability in connection with, browsing this Site and downloading any material from it. Whilst we endeavour to ensure that the Site is fully operational and error-free, we cannot guarantee this and therefore accept no responsibility for any defects and/or interruptions of the Site.

We cannot guarantee that any file or program available for download and/or execution from or via this Site is free from viruses or other conditions which could damage or interfere with data, hardware or software with which it might be used. You assume and accept all risk of use of all programs and files on this Site, and you release us entirely of all responsibility for any consequences of its use.

We may provide links on this Site to websites operated by third parties. You acknowledge and agree that we do not control nor monitor these third party websites. We do not make any representations about and cannot accept any liability for these websites operated by third parties. A link to a third party website on this Site does not imply that we in any way endorse the content of that third party website. Your access to third party websites may be governed by their own terms.

This Privacy Policy does not create any rights or obligations that you can legally enforce beyond the rights and obligations provided by the Principles or the Act.

### **3.2 Copyright and Trade Marks**

This Site contains registered trade marks and/or trade marks which are the subject of pending applications or which otherwise are protected at law. Unless otherwise indicated, the trade marks are owned by us or are the subject of a licence to us and may have protection under the laws of other countries. You are not permitted to use our trade marks except with our prior written consent.

The material on this Site is our copyright material and is protected by copyright under the laws of Australia and other countries. You must not reproduce, frame, transmit (including broadcast), adapt, link to or otherwise use any of the content on this Site, except as expressly permitted by statute or with our prior written consent.

We reserve the right to make changes, modifications, additions, deletions and corrections to the Site, at any time and without notice.