

## Privacy Policy

Version: 3.2

Effective Date: 10 September 2012

### Part 1 – Introduction

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1. This Privacy Policy (**Privacy Policy**) contains the terms and conditions relating to your access to and use of the services provided or made available by MahiFX to you, and the personal and other information which we hold about you and which we gather or is provided to us in the course of providing the MahiFX Services.
2. This Privacy Policy forms part of, and is to be read together with, our Terms of Use (**Terms**). Words used in this Privacy Policy, which are defined in the Terms, take their meaning from the Terms. This Privacy Policy governs your access to and use of the Website and the MahiFX Services, and applies to the collection, use and disclosure of personal information.
3. **Personal information** means information or an opinion about an individual whose **identity** is apparent, or can reasonably be ascertained, from the information or opinion, and **Act** means the *Privacy Act* 1988 (Cth) or the *Privacy Act* 1993 (NZ) as applicable.

### Part 2 – Collection, use, disclosure

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#### 4. Collection of Personal Information

- 4.1 MahiFX only collects Personal Information to the extent necessary for one or more of MahiFX's functions or activities.
- 4.2 Personal Information collected by MahiFX may include:
  - 4.2.1 information provided by you when making an application to be a Client (which may include a Client's login, user name and password, email address, name, title, date of birth, home address, postcode, country of residence, telephone numbers, payment details, and billing address);
  - 4.2.2 any Personal Information which forms part of your Client Content (including when you post material through the MahiFX Community); and
  - 4.2.3 Personal Information about users from other sources, such as public records or bodies or private organisations.
- 4.3 If you do not provide any requested Personal Information to MahiFX, MahiFX may not be able to provide you with access to and use of the Website or the MahiFX Services.

#### 5. Use of Personal Information

MahiFX may use (and you are deemed to consent to MahiFX using) your Personal Information:

- 5.1 For the purposes for which it is collected and for any related purposes, including:
  - 5.1.1 to provide the Website and the MahiFX Services to you;
  - 5.1.2 to manage MahiFX's relationship with you; and
  - 5.1.3 to obtain professional, financial, technical, administrative or other advice and services in connection with the operation of MahiFX's business;

- 5.2 For direct marketing, including to provide you with information about:
  - 5.2.1 the Website and the MahiFX Services; and
  - 5.2.2 MahiFX's other products and services;
- 5.3 To provide you with information about products and services available from its affiliated entities;
- 5.4 To provide you with information about products and services available from unrelated third party entities;
- 5.5 To investigate, prevent or take action regarding any breach or suspected breach by you of the Terms or any law or the rights of any person; and
- 5.6 As required or authorised by or under law, and for any other purpose to which you subsequently consent from time to time.

## **6. Disclosure of Personal Information**

MahiFX may disclose (and you are deemed to consent to MahiFX disclosing) your Personal Information:

- 6.1 For the purposes for which it is collected and for any related purposes, including:
  - 6.1.1 to any person where necessary or desirable in connection with the provision of the Website and the MahiFX Services to you;
  - 6.1.2 to any person where necessary or desirable in connection with the management of MahiFX's relationship with you; and
  - 6.1.3 to MahiFX's external advisors, service providers, subcontractors and suppliers, so that they can provide professional, financial, technical, administrative or other advice and services in connection with the operation of MahiFX's business;
- 6.2 To its affiliated entities for the purpose of such affiliated entities contacting you about their products and services;
- 6.3 To any person who acquires or expresses an interest in acquiring all or any part of MahiFX's business;
- 6.4 To any person where necessary or desirable in connection with MahiFX investigating, preventing or taking action regarding any breach or suspected breach by you of the Terms or any law; and
- 6.5 To any person as required or authorised by or under law, and to any other person to whom you subsequently consent from time to time.

## **7. Cookies**

- 7.1 MahiFX may place a "cookie" (a small text file) on any computer you use to access the Website.
- 7.2 Cookies help MahiFX make the Website easy to use. When you revisit the Website, the cookie will enable MahiFX to recognise you as a previous user. More information on cookies can generally be found in the "help" (or similar) section of your computer's internet web browser.

## Part 3 – Accessing and correcting personal information

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### 8. Accessing your Personal Information

- 8.1 You may (free of charge) request that MahiFX confirm whether it holds any Personal Information about you and, where applicable, request that MahiFX provide you with a copy of your Personal Information.
- 8.2 Where MahiFX agrees to provide you with a copy of your Personal Information, the provision of such Personal Information is subject to the payment of a AUD\$5 (or the equivalent in another currency) charge. MahiFX will require adequate proof of your identity before disclosing any Personal Information to you in accordance with our Terms.

### 9. Correcting personal information

- 9.1 If you are able to establish that your Personal Information is not accurate, complete or up to date, MahiFX will take reasonable steps to correct such Personal Information so that it is accurate, complete and up to date.
- 9.2 If you and MahiFX are unable to agree about whether your Personal Information is accurate, complete and up to date and you request that MahiFX associate with your Personal Information a statement claiming that such Personal Information is not accurate, complete or up to date, MahiFX will take reasonable steps to do so.
- 9.3 MahiFX may refuse to provide you with a copy of or to correct your Personal Information in certain circumstances, but will provide you with reasons for its refusal to do so.

## Part 4 – Data flow, quality and security

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### 10. Trans-border data flows

MahiFX may transfer (and you are deemed to consent to MahiFX transferring) your Personal Information outside of Australia:

- 10.1 where MahiFX reasonably believes that the person who will receive your Personal Information is subject to effective data protection obligations;
- 10.2 where the transfer is necessary for the performance of any contract between you and MahiFX or for the implementation of pre-contractual measures;
- 10.3 where the transfer is for your benefit and it is impractical for MahiFX to obtain your consent, but if it were practical you would be likely to consent; or
- 10.4 as required or authorised by or under law, and where you subsequently consent from time to time.

### 11. Data quality

MahiFX takes reasonable steps to make sure that the Personal Information that MahiFX collects, uses or discloses is accurate, complete and up to date.

### 12. Security

MahiFX takes reasonable steps to protect the Personal Information that MahiFX holds from misuse and loss and from unauthorised access, modification or disclosure. MahiFX takes reasonable steps to destroy or permanently de-identify any Personal Information that is no longer needed for any purpose.

## Part 5 – Other

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### 13. Sensitive Information

MahiFX will not collect sensitive information such as your race, religion, beliefs or sexual preference, except where you have consented or as permitted under the Act.

### 14. Contractors

MahiFX may contract out particular services from time to time. MahiFX will endeavour to require contractors to comply with the Act in all respects.

### 15. Updating our Privacy Policy

15.1 As our operations grow and change, we may revise our Privacy Policy. We will keep you updated on these changes by posting new versions of our policy on the Website.

15.2 By providing your personal information to us or by using the Website, you accept MahiFX's current policy.

## Part 6 – Contacting MahiFX

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### 16. Contacting MahiFX

All correspondence to MahiFX, including any queries or complaints you may have regarding your use of the Website or this Privacy Policy, should be sent to:

**Email:** [queries@mahifx.com](mailto:queries@mahifx.com)

**Phone:** +44 (0) 203 397 1825

**Address:** New Zealand

MahiFX Ltd  
12 St Albans St  
PO Box 401  
Christchurch 8140  
NEW ZEALAND

**Address:** Australia

MahiFX Ltd  
14 Cheryl Crescent  
Newport NSW 2106  
AUSTRALIA