

## **This is the Empire Mall’s privacy policy (“Privacy Policy”).**

This Privacy Policy describes your privacy rights regarding our collection, use, storage, sharing and protection of your personal information. It applies to the Empire Mall Platform, our Customers’ Websites and all related sites, applications, services and tools regardless of how you access or use them.

### **Definitions and Interpretation**

In this Privacy Policy, each of the following terms has the corresponding meaning:

“Customer(s)” means any customer of Empire Mall with a Website using the Empire Mall Platform.

“Website(s)” means any customer website based on the Empire Mall Platform that contains a link to this Privacy Policy on it.

“Empire Mall Platform” means the software platform used by Empire Mall and its customers to implement customer websites, and to deliver customer products or services.

### **Parties bound**

You accept this Privacy Policy when you sign up for, access, or use any Customer’s products, services, content, features, technologies or functions offered through the Empire Mall Platform on a Website and any related sites, applications, and services (collectively “Services”). We may amend this policy at any time by posting a revised version on the Empire Mall Platform. The revised version will be effective immediately upon it being posted on the Empire Mall Platform. Empire Mall is not currently bound to comply with the Australian Privacy Principles, and nothing in this policy shall be read to impose any obligation beyond that set out in this policy.

### **How we collect information about you**

When you visit a Customer Website or use the Empire Mall Platform, we collect information sent to us by your computer, mobile phone or other access device. The information sent to us includes data on the pages you access, your computer IP address, device identifiers, the type of operating system you’re using, your location, mobile network information, standard web log data and other information. Web log data includes the browser type you’re using and traffic to and from the Websites. When you visit a Customer Website we also collect information about your transactions and your activities.

In addition, if you become a member on a Customer Website, or complete a transaction on a Customer Website, we may collect the following types of information:

- Contact information, such as your name, address, phone, email and other similar information.
- Detailed personal information such as your date of birth or other personal identifiers.

We may also obtain information about you from third parties such as credit bureaus, payment processors and identity verification services.

You may choose to provide us, or our Customers, with access to certain personal information stored by third parties such as social media sites (e.g., Facebook and Twitter). The information we may receive varies by site and is controlled by that site.

In order to help protect you from fraud and misuse of your personal information, we may collect information about your use and interaction with any Customer’s Website the Empire Mall Platform. For example, we may evaluate your computer, mobile phone or other access device to identify any malicious software or activity.

We may also collect additional information from or about you in other ways, such as through contact with our customer support team, results when you respond to a survey and from interactions with any of our Customers or the Websites.

## **How we use Cookies**

When you access a Customer Website or use the Empire Mall Platform, we (including companies we work with) may place small data files on your computer or other device. These data files may be cookies, pixel tags, or other local storage provided by your browser or associated applications (collectively "Cookies"). We use these Cookies to:

1. identify you as a Customer;
2. enable functionality on and to customise The Empire Mall Platform, content, and advertising;
3. measure promotional effectiveness;
4. mitigate risk and prevent fraud; and
5. to promote trust and safety across our Customers' sites and The Empire Mall Platform.

We use both session and persistent cookies. Session cookies expire and no longer have any effect when you log out of your account or close your browser. Persistent cookies remain on your browser until you erase them or they expire.

We encode our cookies so that we can interpret the information stored in them. You are free to decline our Cookies if your browser or browser add-on permits, but doing so may interfere with your use of a Customer Website and The Empire Mall Platform. Refer to the help section of your browser, browser extensions, or installed applications for instructions on blocking, deleting, or disabling Cookies.

You may encounter Empire Mall cookies or pixel tags on websites that we do not control. For example, if you access a Customer Website, there may be a cookie or pixel tag placed by the web page or an application within it.

## **How we protect and store personal information**

Throughout this Privacy Policy, we use the term "personal information" to describe information that can be associated with a specific person and can be used to identify that person. We do not consider personal information to include information that has been made anonymous and does not identify a specific user.

We store and process your personal information on our servers in Sydney, Australia and elsewhere in the world where our facilities are located. We protect your information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorised access, disclosure and alteration.

## **How we use the personal information we collect**

Our primary purpose in collecting personal information is to provide you and our Customers with a secure, smooth, efficient, and customised experience. We may use your personal information to:

- provide The Empire Mall Platform and customer support;
- facilitate transactions and send notices about your transactions;
- resolve disputes, collect fees, and troubleshoot problems;
- prevent potentially prohibited or illegal activities, and enforce our Terms and Conditions;
- customise, measure, and improve The Empire Mall Platform and the content, layout, and operation of a Customer Websites and applications;
- deliver targeted marketing, service update notices, and promotional offers based on your communication preferences;
- contact you at any telephone number, by placing a voice call or through text (SMS) or email messaging, as authorised by our Terms and Conditions.

- compare information for accuracy and verify it with third parties.

## **Marketing**

We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent. We may combine your information with information we collect from other companies and use it to improve and personalise The Empire Mall Platform, content, and advertising.

We may call or text message (SMS) you at a mobile phone number that you have provided to us, or a Customer.

## **How we share personal information with other Empire Mall users**

To process your payments, we may send, receive or otherwise share some of your personal information with the Customer that you are paying or that is paying you. Your contact information may be provided to us or our Customers with whom you transact through the Empire Mall Platform. In addition, this and other information may also be shared with third parties when you use these third parties to access the Empire Mall Platform. Unless you have agreed to it, these third parties are not allowed to use this information for any purpose other than to enable the Empire Mall Platform.

If you are buying goods or services through the Empire Mall Platform, we may also provide the seller with your shipping and billing address to help complete your transaction. The seller is not allowed to use this information to market their services to you. If an attempt to pay your seller fails, or is later invalidated, we may also receive information, and forward to the seller, details of the unsuccessful payment.

We work with third parties, including payment gateways, payment processors or merchant facility providers to enable them to accept or send payments from or to you. In doing so, a third party may share information about you with us. This may include information to confirm that payment has been processed, and the transaction details, but not any credit card information. We use this information to confirm that you have transacted with a Customer and that you are the intended recipient of the goods, services or payment in that transaction.

Please note that merchants, sellers, and users (our Customers) who you buy from or otherwise contract with may have their own privacy policies, and although Empire Mall's Terms and Conditions do not allow the other transacting party to use this information for anything other than providing their goods and services through the Empire Mall Platform, Empire Mall is not responsible for their actions, including their information protection practices.

## **How we share personal information with other parties**

We may share your personal information with:

- Service providers under contract who help with our business operations such as fraud prevention, bill collection, marketing, and technology services. Our contracts dictate that these service providers only use your information in connection with the services they perform for us and not for their own benefit.
- Companies that we plan to merge with or be acquired by. (Should such a combination occur, we will require that the new combined entity follow this Privacy Policy with respect to your personal information. If your personal information could be used contrary to this policy, you will receive prior notice.)
- Law enforcement, government officials, or other third parties pursuant to a subpoena, court order, or other legal process or requirement applicable to Empire Mall or one of its affiliates; when we need to do so to comply with law or credit card rules; or when we believe, in our sole discretion, that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate violations of our User Agreement.

- Other third parties with your consent or direction to do so.

Please note that these third parties may be in other countries where the laws on processing personal information may be less stringent than in your country. However, we will take reasonable steps to ensure the third parties do not breach the Australian Privacy Principles in relation to the personal information.

Empire Mall will not sell or rent any of your personal information to third parties for their marketing purposes and only shares your personal information with third parties as described in this policy.

If you create an account, take membership on, or transact directly on a Customer or other third party website or via a third party application, any information that you enter on that website or application) will be shared with the relevant Customer, or the owner of the third party website or application. These sites are governed by their own privacy policies and you are encouraged to review their privacy policies before providing them with personal information. Empire Mall is not responsible for the content or information practices our Customers or other third parties.

### **How you can access or change your personal information**

You can review and edit your personal information at any time in the Empire Mall CMS, under Settings.

### **How you can contact us about privacy questions**

If you have questions or concerns regarding this Privacy Policy, you should contact us by emailing [info@empiremall.com.au](mailto:info@empiremall.com.au)

If you have a privacy complaint, you should report it by emailing [info@empiremall.com.au](mailto:info@empiremall.com.au)

Alternatively, you can report it by:

Mail:	PO Box 95 Paddington, Q4064, Australia
-------	--

### **Handling your complaints**

We aim to:

- Acknowledge receipt of all complaints within 5 business days.
- Resolve all complaints within 45 days. This may not be possible in all circumstances.

Where we cannot resolve a complaint within 45 business days, we will notify you of the reason for the delay as well as an indication of when we expect to resolve the complaint.

**Ninepence users are also subject to the privacy policy detailed on the Chamber of Commerce and Industry QLD website here: <https://www.cciq.com.au/privacy-policy/>**