

Privacy Policy

In this Privacy Policy, the expressions "LittlePhil", "we", "us" or "our") are a reference to Fosta Pty Ltd ACN 622 033 087 and its Related Bodies Corporate (as defined by the provisions of the *Corporations Act 2001* (Cth)).

This Privacy Policy applies to personal information collected by us. We are bound by the Australian Privacy Principles and the Privacy Act 1988 (Cth) (**Privacy Act**) and the Personal Data Protection Act 2012 of Singapore (**PDPA**), which govern the way private section organisations collect, use, keep secure and disclose personal information.

If you have any concerns or complaints about the manner in which your personal information has been collected, used or disclosed by us, we have put in place an effective mechanism and procedure for you to contact us so that we can attempt to resolve the issue or complaint. Please see section 17 for further details.

LittlePhil uses blockchain technology and white hat gamification to allow people to have the oversight, control and the emotional connection of a philanthropist, without giving large amounts. People are able to give on their terms through their smartphone and track their giving all the way to the moment it is received and this is facilitated by using the Little Phil platform (**Platform**). In addition to this, charities will have solutions to their fundraising and exploitation concerns at a much lower cost that they currently incur through the use of the Platform.

This Privacy Policy is intended to inform you about how we treat Personal Information that we process about you. 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 LittlePhil account.

1. Definitions

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

"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.

"Client" means a user of the Platform

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

"Personal Information" means any information or opinion about an identified individual, or an individual who is reasonably identifiable:

- whether the information is true or not; and
- whether the information is recorded in a material form or not.

"Services" means functionality provided by Little Phil or the Platform.

"Terms and Conditions" means the terms and conditions applying to the use of the Platform as stated from time to time and includes, but is not limited to, the Token Purchase Agreement to which Users have agreed to be bound by.

2. What types of information does LittlePhil gather about its users?

2.1 Information that you give us

We will only use or disclose your personal information for the primary purposes for which it was collected or as consented to by you, unless an exception under the Privacy Act applies to that disclosure or use.

At or around the time we collect personal information from you, we will endeavour, if requested by you, to provide you with a notice which details how we will use and disclose that specific information.

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

- (a) fill in any form on the Platform, such as when you register or update the details of your user account, or when you supply ID verification information;
- (b) access or use the Platform, and associated services that may be available, post comments or reviews, or communicate with other users;
- (c) link your account on a third party site (e.g. Facebook) to your LittlePhil 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
- (d) communicate with LittlePhil.

2.2 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, postal/zip code) and more specific information (e.g., GPS-based functionality on mobile devices used to access the Platform or specific features of the platform). Accessing the Platform through a mobile device and you do not want your device to provide us with location-tracking information, you can disable the GPS or other location-tracking functions on your device, provided your device allows you to do this. See your device manufacturer's instructions for further details.

2.3 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 LittlePhil or logged in to your LittlePhil 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.

2.4 Cookies and other Tracking Technologies

LittlePhil uses cookies and other similar technologies, such as mobile application identifiers, on the Platform. We may also allow our business partners to use their cookies and other tracking technologies on the Platform. As a result, when you access or use the Platform, you will provide or make available certain information to us and to our business partners.

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 LittlePhil 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.

We may, either directly or through third party companies and individuals we engage to provide services to us, also continue to track your behaviour on our own Platform for purposes of our own customer support, analytics, research, product development, fraud prevention, risk assessment, regulatory compliance, investigation, as well as to enable you to use and access the Platform and pay for your activities on the Platform. We may also, either directly or through third party companies and individuals we engage to provide services to us, track your behaviour on our own Platform to market and advertise our services to you on the Platform and third party websites.

Third parties may not collect information about users' online activities on the Platform except as described in this policy and our Cookie Policy.

2.5 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.

3. How LittlePhil uses and processes the information that you provide or make available

- 3.1 Once we have collected your personal information, we will either hold it securely and store it on infrastructure owned or controlled by us or with a third party service provider who have taken reasonable steps to ensure they have complied with the *Privacy Act 1988* (Cth). We use, store and process Information about you for the following general purposes:
- (a) to enable you to access and use the Platform;
 - (b) to operate, protect, improve and optimize the Platform, Little Phil's services, and our users' experience, such as to perform analytics, conduct research, personalise or otherwise customise your experience, and for advertising and marketing;
 - (c) 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 the address of your listings, verifying any identifications provided by you, and conducting checks against databases such as public government databases;
 - (d) to send you service, support and administrative messages, reminders, technical notices, updates, security alerts, and information requested by you;
 - (e) where we have your consent, to send you marketing and promotional messages and other information that may be of interest to you, including information about LittlePhil or general promotions for partner campaigns and services;

- (f) to administer referral programs, rewards, surveys, sweepstakes, contests, or other promotional activities or events sponsored or managed by LittlePhil or our business partners; and
- (g) 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.

4. How LittlePhil uses and processes user communications

- 4.1 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 Clients to send them money outside of the Platform, such as by bank transfer or other money transfer methods.
- 4.2 We may 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. We will not review, scan, or analyse your communications for sending third party marketing messages to you. We will also not sell these reviews or analyses of communications to third parties. By using the Platform, you consent that LittlePhil, 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.

5. When LittlePhil discloses or shares personal information, and to whom

- 5.1 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 the Platform and deliver the Services.
- 5.2 When your request to donate to a Client, and that donation is accepted, we will disclose some of your Personal Information to the Client. However, your billing and payout information will never be shared with another user or the Client.
- 5.3 You may link your account on a third party social networking site to your LittlePhil account. When you do this:
 - (a) some of the information you provide to us from the linking of your accounts may be published on your LittlePhil account profile;
 - (b) your activities on the Platform may be displayed on the Platform and/or that third party site;
 - (c) the information you provide to us from the linking of your accounts may be stored, processed and transmitted for fraud prevention and risk assessment purposes; and
 - (d) the publication and display of information that you provide to LittlePhil through this linkage is subject to your settings and authorisations on the Platform and the third party site.

- 5.4 We may distribute parts of the Platform for display on sites operated by Little Phil partners and affiliates. If and when your donations are displayed on a partner's site, information from your public profile page may also be displayed.
- 5.5 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.
- 5.6 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. 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.
- 5.7 You acknowledge, consent and agree that Little Phil may access, preserve and disclose your account 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 Little Phil;
 - (b) to comply with legal process (for example, subpoenas and warrants);
 - (c) to enforce and administer our agreements with users, such as the Terms and Conditions, 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 LittlePhil, its users or members of the public. We will use commercially reasonable efforts to notify users about law enforcement requests for their data unless:
 - (1) providing notice is prohibited by the legal process itself, by court order we receive, or by applicable law; or
 - (2) 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 LittlePhil, its Members, the Platform, or Services.

- 1.2 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.

2. Cross Border Disclosure

- 2.1 Any personal information collected and held by Little Phil may be disclosed to, and held at, a destination outside Australia, including but not limited to Singapore, Hong Kong & USA, where we utilise third party service providers to assist Little Phil with providing our goods and services to you. Personal information may also be processed by staff or by other third parties operating outside Australia who work for us or one of our suppliers, agents, partners or related companies.
- 2.2 As we use service providers and platforms which can be accessed from various countries via an Internet connection, it is not always practicable to know where your information may be held. If your information is stored in this way, disclosures may occur in countries other than those listed above.
- 2.3 In addition, we may utilise overseas IT services (including software, platforms and infrastructure), such as data storage facilities or other IT infrastructure. In such cases, we may own or control such overseas infrastructure or we may have entered into contractual arrangements with third party service providers to assist LittlePhil with providing our products and services to you.
- 1.1 By submitting your personal information to LittlePhil, you expressly agree and consent to the disclosure, transfer, storing or processing of your personal information outside of Australia. In providing this consent, you understand and acknowledge that countries outside Australia do not always have the same privacy protection obligations as Australia in relation to personal information. However, we will take steps to ensure that your information is used by third parties securely and in accordance with the terms of this Privacy Policy.
- 1.2 The Privacy Act requires us to take such steps as are reasonable in the circumstances to ensure that any recipients of your personal information outside of Australia do not breach the privacy principles contained within the Privacy Act. By providing your consent, under the Privacy Act, we are not required to take such steps as may be reasonable in the circumstances. However, despite this, we acknowledge the importance of protecting personal information and have taken reasonable steps to ensure that your information is used by third parties securely and in accordance with the terms of this Privacy Policy.

If you do not consent to the disclosure of your personal information outside Australia by LittlePhil, you should (after being informed of the cross border disclosure) tell Little Phil that you do not consent. To do this, either elect not to submit the personal information to LittlePhil after being reasonably informed in a collection notification or please contact us via the details at the top of this document.,

3. Business transfers by LittlePhil

If LittlePhil undertakes or is involved in any merger, acquisition, reorganization, 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.

4. How to change or delete your information, or cancel you LittlePhil account

You may review, update, correct or delete the Personal Information in your Little Phil account. If you would like to correct your information or cancel your LittlePhil account entirely, you can do so by logging in to your account. Please also note that any reviews, forum postings and similar materials

posted by you may continue to be publicly available on the Platform in association with your first name, even after your Little Phil account is cancelled.

You are entitled to have access to any personal information relating to you which we hold, except in some exceptional circumstances provided by law (including the Privacy Act). Where accessing your personal information is involved, we may charge you a fee for providing that information to you equal to our costs in procuring what you have requested.

5. 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.

6. Your privacy when you access third-party websites and resources

The Platform may contain links to other websites not owned or controlled by LittlePhil. LittlePhil 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.

7. Special features and programs

The Platform provides a referral service that allows you to invite your friends and contacts to use the Platform.

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 Little Phil does not collect or retain the contact information that is used to send

8. Changes to this privacy policy

We may change how we collect and then use Personal Information at any time and without prior notice, at our sole discretion. We may change this Privacy Policy at any time. If we make material changes to the Privacy Policy, we will notify you either by posting the changed Privacy Policy on the Platform, the Little Phil website or by sending an email to you.

It's 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 LittlePhil account.

9. Cookie policy

LittlePhil uses "cookies" in conjunction with the Platform to obtain information. A cookie is a small data file that is transferred to your device for record-keeping purposes.

You may disable cookies in your relevant browser by following the instructions to do so in that browser.

10. Little Phil cookies and third party cookies

Little Phil may place our cookies on your device via the Platform which enable us to monitor traffic patterns, trends and to serve you more efficiently if you revisit our website. In most cases, a cookie

does not identify you personally but may identify your internet service provider or computer. However, in some cases, cookies may enable us to aggregate certain information with other personal information we collect and hold about you. LittlePhil extends the same privacy protection to your personal information, whether gathered by cookies or from other sources. Accordingly, our Privacy Policy will apply to our treatment of personal information we obtain via our cookies.

We may also allow our business partners to place cookies on your device.

11. 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.

12. Uses for Little Phil cookies

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

- (a) to enable, facilitate and streamline the functioning of the Platform across different webpages and browser sessions;
- (b) to simplify your access to and use of the Platform and make it more seamless;
- (c) to monitor and analyse the performance, operation and effectiveness of the Platform, so that we can improve and optimize it; and
- (d) to show you content (which may include advertisements) that is more relevant to you.

13. Resolving Privacy Complaints

13.1 Complaints general

6. We have put in place an effective mechanism and procedure to resolve privacy complaints. We will ensure that all complaints are dealt with in a reasonably appropriate timeframe so that any decision (if any decision is required or to be made) is made expeditiously and in a manner that does not compromise the integrity or quality of such decision.

13.2 Contacting LittlePhil regarding complaints

2. If you have any concerns or complaints about the manner in which we have collected, used or disclosed and stored your personal information, please contact us on:
3. Telephone +61 8 9211 8134
4. Email support@littlephil.org
5. Address Suite 1505, Level 5 T1

56 Scarborough Street

Southport QLD 4215

14. Consent, modifications and updates

- 5.1 This Privacy Policy is a compliance document prescribed by law rather than a legal contract between two or more parties. However, certain contracts may incorporate all, or part, of this

Privacy Policy into the terms of that contract. In such instances, LittlePhil may incorporate the terms of this policy such that:

- (a) Certain sections or paragraphs in this policy are incorporated into that contract, but in such a way that they do not give rise to contractual obligations onto LittlePhil, but do create contractual obligations on the other party to the contract; and
- (b) The consent provided in this policy become contractual terms provided by the other party to the contract.

5.2 By using our website, purchasing a product or service from Little Phil, where you have been provided with a copy of our Privacy Policy or had a copy of our Privacy Policy reasonably available to you, you are acknowledging and agreeing:

- (a) to provide the consents given by you in this Privacy Policy; and
- (b) that you have been informed of all the matters in this Privacy Policy.