

PPSR CLOUD

Terms and Conditions

1. BACKGROUND

- (a) PPSR Cloud operates an online platform through which Customers can use the Services to search, create, amend, discharge and maintain Registrations on the PPSR as well as using auxiliary services related to such Registrations and searches.
- (b) PPSR Cloud offers access to and use of the Services subject to these Terms.
- (c) All Customers and Users agree to the use of the Website and Services in accordance with these Terms.

2. Price and Payment & Terms of Use

2.1 Price and Payments

- (a) All prices quoted on the Website are quoted in Australian Dollars ("AUD") if the Customer provides an Australian address and in New Zealand Dollars ("NZD") if the Customer provides a New Zealand address and are, unless stated otherwise, exclusive of all GST and other taxes.
- (b) All payments to be made to PPSR Cloud must be in AUD or NZD (whichever is applicable).
- (c) Payments that are received in a currency other than AUD or NZD (whichever is applicable) will not be accepted and any attempted registration by a Customer or attempt to access the Services will be delayed until correct payment is made.
- (d) All prices quoted on the Website are subject to change without notice. The Customer should confirm the price of a Service before placing an order for it.
- (e) The Customer acknowledges and agrees that in addition to the Fees, charges will be payable by the Customer to the registrar of the PPSR or other third-party providers for searching, registering and amending on the PPSR.

2.2 Terms of Use:

- (a) PPSR Cloud may charge the Customer's credit/debit card with the Fees at any time after their card details have been entered on the Website.
- (b) PPSR Cloud accepts major credit/debit cards and direct debit payment methods.
- (c) PPSR Cloud may also in its sole discretion offer Customers located in Australia with certain subscription plans with the option of using their own Australian Financial Security Authority ("AFSA") B2G account in which case the Customer will be directly liable and accountable to AFSA for all amounts payable.
- (d) By choosing to proceed with the financial transaction the Customer agrees not to hold PPSR Cloud responsible or liable for any loss or damage which the Customer could incur, or any fraud as a result of the transaction.
- (e) PPSR Cloud is not responsible for any foreign transaction fees (if the Customer is using an international credit card) or any other additional fees charged by the Customer's bank.

- (f) Tax invoices for monthly subscription payments, transaction reports for wallet top-ups and PPSR transactions are available for download from the Services.
- (g) PPSR Cloud does not offer refunds under any circumstances, unless required by law.

3. Term of Access

- (a) Unless otherwise specified in this clause 3, a Customer will have access to the Services provided all Fees have been paid, the Customer maintains a sufficient credit balance for future Services and the Customer has not breached any of these Terms.
- (b) The Customer agrees and understands that PPSR Cloud may prevent or restrict access to the Website or the Services for any technical, security and/or any other reasons at its absolute discretion, including if at any time the Customer has breached any of the Terms.
- (c) PPSR Cloud will advise the Customer as soon as practicable of any restrictions imposed on access to the Services or the Website. PPSR Cloud will have no liability to the Customer as a result of restricting access to the Services or the Website.

4. Intellectual Property Rights

- (a) The Intellectual Property is protected by copyright laws and international copyright treaties, as well as other intellectual property rights and treaties. Upon acceptance of these Terms, PPSR Cloud grants the Customer a non-exclusive licence to use the Services on these Terms. Title, ownership and rights to the Intellectual Property shall remain with PPSR Cloud and/or its licensors.
- (b) PPSR Cloud is the owner or authorised supplier of the Intellectual Property, and is entitled to provide the Services and the Website on these Terms.

5. Confidentiality

- (a) The Customer shall treat all Confidential Information as confidential, and shall not disclose to any party, copy or use (in any manner or form) any part of the Confidential Information without PPSR Cloud's prior written consent.
- (b) The Customer shall not appropriate, copy, memorise or in any other manner reproduce any of the Confidential Information without the prior written consent of PPSR Cloud.
- (c) The Customer agrees that it will forever observe the obligations of confidence set out in this clause unless released from such obligation in writing by PPSR Cloud.
- (d) The Customer agrees that the obligations provided for in this clause will continue to survive from the date the Customer accepts these Terms.
- (e) The parties agree that the undertaking of confidentiality does not apply to Confidential Information which:
 - (i) is or becomes available to the public other than as a result of a breach of these Terms;
 - (ii) is required by law to enforce these Terms; and
 - (iii) is reasonably disclosed on a "need to know" basis to officers, employees, and professional advisers of the party for the purposes of implementing these Terms, provided such persons have agreed to keep the Confidential Information confidential.

6. Customer's Warranties, Acknowledgments and Obligations

- (a) The Customer warrants, acknowledges and agrees that:
- (i) it will abide by PPSR Cloud's Conduct Policy contained at clause 11 of these Terms;
 - (ii) use of and access to the Services and the Website is the Customer's responsibility and solely at the Customer's own risk, including any improper or fraudulent use or access to the Customer's account;
 - (iii) the Services and all information and data provided by the Customer to PPSR Cloud will be hosted and stored in Australia regardless of the location of the Customer;
 - (iv) there is no guarantee, warranty or representation that the Services will achieve the purpose required by the Customer nor that the Registrations the Customer makes are valid, enforceable or have priority to other security interests;
 - (v) it is responsible for ensuring it enters the correct information when using the Services and for updating the Services when any information has changed;
 - (vi) PPSR Cloud does not check or verify any of the Customer's Registrations whether registered prior to the use of the Services or during the use of the Services, nor does it check or verify the Customer has a valid security interest capable of Registration. Where PPSR Cloud offers the Customer auxiliary services through a third-party provider, including PPS consulting services and/or validation services to verify details, PPSR Cloud gives no warranties or guarantees as to the accuracy of the information provided by or verification conducted by the third party;
 - (vii) PPSR Cloud makes no warranties or guarantees as to the accuracy or efficiency of any alert services which are made available to the Customer through the Services. Information provided in alerts is for indicative purposes only, and the Customer is responsible for confirming the accuracy of any information provided by alert services;
 - (viii) it will not share its username or password or grant access to any third party to the Services;
 - (ix) it will not excessively download, print, save or forward content, videos or pictures from the Services;
 - (x) it accepts the risk that any downtime or disruption in access to or use of the Services will affect the timing and priority of Registrations, and PPSR Cloud will not be responsible for any loss or damages as a result of any downtime or disruption in access to or use of the Services;
 - (xi) PPSR Cloud may monitor the Customer's use and access of the Services and if it considers unreasonable access or abnormal activity is occurring, including whether there is excess downloading or multiple accesses from different locations, the Customer's access may be suspended or cancelled at the sole discretion of PPSR Cloud;
 - (xii) PPSR Cloud may delete any material uploaded, posted, transmitted or otherwise made available by the Customer on the Services which does not comply with PPSR Cloud's Conduct Policy in its sole discretion and without compensation;
 - (xiii) the Services and information provided on the Website is provided as general information only and is not intended to be professional or legal advice;
 - (xiv) prior to entering into a transaction or taking any particular course of action in connection with the Website or the Services, the Customer will make their own enquiries and seek independent advice tailored to the Customer's specific circumstances and objectives;

- (xv) all material and information on the Website is provided in good faith and is believed to be accurate and current as at the date of publication, however, PPSR Cloud provides no warranty or guarantee that any material or information on the Website or linked websites will be accurate or complete;
 - (xvi) PPSR Cloud makes no guarantee as to the usefulness of the Services and information on the Website, nor any of the products and services promoted on it or via linked websites. In particular, PPSR Cloud makes no guarantee as to the appropriateness of the options selected by the Customer and no guarantee as to the likelihood of results which may be gained by virtue of any course of action undertaken; and
 - (xvii) PPSR Cloud does not and is not able to check whether the timing of the Customers PPSR registration is in accordance with the strict timing requirements of the Corporations Act and the PPSA. A failure to abide by the timing requirements can materially impact the effectiveness of the Customers PPSR registration and the Customers ability to enforce the Customers security. PPSR Cloud accepts no responsibility and or liability for the Customers failure to comply with the timing requirements.
 - (xviii) it has a security interest capable of registration prior to making any Registrations through the Services, it is using the Website and Services (including making Registrations and conducting searches) for an authorised purpose and it is otherwise complying with the *Personal Property Securities Act 2009* (Australia) or the *Personal Property Securities Act 1999* (New Zealand) (whichever is applicable) at all times.
- (b) The Customer acknowledges that PPSR Cloud is not responsible or liable in any way whatsoever for:
- (i) any incorrect, outdated or incomplete information or advice contained in the Services (including information obtained from the PPSR) and on the Website;
 - (ii) any misuse of the Customer's account;
 - (iii) any incorrect, outdated or incomplete information contained in a registration made on the PPSR by the Customer;
 - (iv) any registration made by the Customer on the PPSR being enforceable or valid;
 - (v) any financial loss occurring from the use of the Website, the Services or from any information or advice which is provided to the Customer;
 - (vi) any delay in providing the Services to the Customer or responding to a query from the Customer;
 - (vii) any virus, spam, contamination, damage or loss as a direct or indirect consequence from the use of the Services or the Website, including contacting or interacting with PPSR Cloud via email, Facebook, YouTube, Twitter, LinkedIn, or any other social media contact with PPSR Cloud;
 - (viii) any difficulty the Customer has in viewing videos or other information on the Website;
 - (ix) any data loss, corruption, disruption, shutdown or downtime to the Customer's ability to access the Website or use the Services;
 - (x) the accuracy or reliability of content provided on or within third party websites, whether or not that third party website was recommended by PPSR Cloud;
 - (xi) any information or material, services, advice provided or supplied by any third-party website or link thereto, including personal data or payments or refunds. Customers accept and take full responsibility for any personal loss or damages arising from any linked or third-party website accessed by them;

- (xii) the Customer's personal information being misused or becoming insecure as a result of PPSR Cloud's computer system or database being hacked or compromised;
- (xiii) the actions of the Customer, including if they misread or misunderstand information, erroneously or otherwise act on information or fail to comply with clause 6(a) above; and
- (xiv) any civil penalties imposed on the Customer under the *Personal Property Securities Act 2009* (Australia) or the *Personal Property Securities Act 1999* (New Zealand) (whichever is applicable) even if that penalty arises as a result of the Customer's use of the Website or Services.

7. No Warranties and Limitation of Liability

Notwithstanding anything contained herein the Customer acknowledges and agrees that:

- (a) No representation, warranty or condition, express or implied, is given by PPSR Cloud and its officers, directors, employees, agents, servants and related entities about the Website or the Services or that the Website or the Services provided comply with the rules, regulations, laws and legislation of the place where the Customer is located, and to the maximum extent permitted by law, PPSR Cloud disclaims all warranties relating to the Website and the Services, either oral or written, express or implied, including any implied warranties of merchantability, fitness for a particular purpose, or interoperability between the Website or the Services and any type(s) of device or system; and
- (b) To the maximum extent permitted by applicable law, PPSR Cloud and its officers, directors, employees, agents, servants and related entities will not be liable under any circumstance for any claims, losses or damages of any kind whatsoever arising from or in relation to the Website and the Services, including any inaccuracy, inoperability, error or omission in the Website or the Services or any other information provided by or to PPSR Cloud. This exclusion of liability applies to liability in contract, tort (including negligence) and any other principle or type of legal liability; and
- (c) Mandatory statute or consumer warranty laws may apply to the Website or the Services. If such a law applies, then no provision in these Terms shall operate to exclude any such consumer guarantee, warranty or right imposed by law, provided however that the liability of PPSR Cloud will be limited to the amount of the Fees paid by the Customer.

8. Indemnity and Release

- (a) The Customer indemnifies and holds harmless and shall continue to indemnify and hold harmless PPSR Cloud and its officers, directors, employees, agents, servants and related entities from and against all liabilities, actions, demands, claims, suits, causes of action, proceedings, costs and expenses (including legal costs on a full indemnity basis) suffered or incurred by PPSR Cloud or its officers, directors, employees, agents, servants and related entities by reason of, arising out of or referable to any breach or non-performance by the Customer of any provision of these Terms.
- (b) Except as provided in these Terms, the Customer releases and holds harmless PPSR Cloud and its officers, directors, employees, agents, servants and related entities from and against any and all liabilities, actions, claims, suits, causes of action and demands whatsoever that the Customer may now or in the future have against PPSR Cloud and its officers, directors, employees, agents, servants and related entities arising out of or in connection with the Customer's use of the Website or the Services and this release may be pleaded as an absolute bar to any such claim against PPSR Cloud and its officers, directors, employees, agents, servants and related entities.

9. General

- (a) Any expressions or terms which are not defined in these Terms but are defined in the *Personal Property Securities Act 2009* (Australia) or the *Personal Property Securities Act 1999* (New Zealand) (whichever is applicable) have the same meanings given to them under, or in the context of those Acts.

- (b) PPSR Cloud may vary these Terms at any time. In the event that PPSR Cloud varies these Terms, it will provide notice by publishing the varied Terms on the Website. By doing this, PPSR Cloud has provided the Customer with sufficient notice of the variation.
- (c) If any part of these Terms is held invalid, illegal or unenforceable, that part shall be severed, and the remainder will continue to be valid and enforceable. None of these Terms will merge in or upon the execution of this or any other agreement, document, act, matter or thing and will continue to remain in full force and effect for so long as is necessary to give effect to these Terms.
- (d) These Terms and the use of the Website and Services is governed by, construed and enforced in accordance with:
 - (i) if accessing the Website from Australia or using the Services for Registrations in Australia, the laws of Australia and the User irrevocably submits to the jurisdiction of the courts of Australia and their respective courts of appeal in that regard; and
 - (ii) if accessing the Website from New Zealand or using the Services for Registrations in New Zealand, the laws of New Zealand and the User irrevocably submits to the jurisdiction of the courts of New Zealand and its courts of appeal in that regard.
- (e) The Customer may not assign these Terms or any of its rights and obligations in whole or in part in these Terms, whether by actual assignment or by operation of law or by providing any information on the Website to any third party without PPSR Cloud's prior written consent, unless otherwise agreed to in writing between the parties.
- (f) PPSR Cloud may at any time assign these Terms or any of its rights and obligations in whole or in part in these Terms to an affiliated company or a reputable third party by written notice to the Customer.
- (g) A provision of these Terms may not be waived except in writing and signed by an authorised officer of PPSR Cloud. No waiver or breach of any provision of these Terms shall constitute a waiver or breach of any other provision.
- (h) If these Terms are inconsistent with any other previous document or agreement between the parties, these Terms will prevail to the extent of the inconsistency.

10. Privacy Statement

10.1 Introduction

Both the *Privacy Act 1988* (Australia) and the *Privacy Act 2020* (New Zealand) require PPSR Cloud to have procedures in place that cover the collection, use and disclosure of personal information that it receives from Users. This information is needed to process the requirements of the User and is used for internal purposes. Users can choose not to provide PPSR Cloud with personal information, however without this information PPSR Cloud is unable to provide access to the Website and provide Services to the User.

PPSR Cloud complies with the Privacy Principles in relation to the collection and disclosure of information regarding Users and is committed to respecting the privacy and security of information received from Users of its Website and Services.

10.2 Consent

PPSR Cloud collects personal information in order to be able to provide and improve its Services, and for the other uses described below. By using the Services or accessing the Website, or otherwise providing personal information to PPSR Cloud:

- (a) Users agree to comply with this Privacy Statement; and

- (b) Users consent to PPSR Cloud's collection, storage, use and disclosure of personal information (including any sensitive information provided) in accordance with this Privacy Statement.

10.3 What personal information about the User is collected by PPSR Cloud:

- (a) Name;
- (b) Address;
- (c) Telephone numbers;
- (d) Email addresses;
- (e) Information disclosed by the User to PPSR Cloud including ACN, ABN, NZBN, serial or other identifying numbers and details of the User's grantors and debtors including dates of birth;
- (f) Details of Services accessed by or provided to the User; and
- (g) Information disclosed in emails or online contact with the User.

10.4 This Privacy Statement applies to any personal information provided to PPSR Cloud:

- (a) when visiting the Website or using the Services, including interacting with the social media plug-ins on the Website;
- (b) when entering into an agreement with PPSR Cloud and/or another third party;
- (c) when the User requests PPSR Cloud forward information about them to a third party;
- (d) when the User corresponds, or communicates with PPSR Cloud over the telephone or in any other manner including by letter or email; and
- (e) when the User participates in surveys or promotions PPSR Cloud organises or promotes.

In addition to collecting personal information directly from the User, PPSR Cloud may also obtain personal information about the User from third party sources such as its training providers and other third-party service providers.

10.5 Types of information Collected

PPSR Cloud gathers two types of information about Users, namely:

- (a) aggregated information generated by its systems (or third-party systems) to track the Website's traffic but that does not identify the User personally including:
 - (i) information to track data such as the total number of visits to the Website and the number of visits to specific areas of the Website;
 - (ii) the domain names of the Website visitors' internet service providers; and
 - (iii) 'cookies' and 'applets' in its website systems. Cookies are a small element of data that a website can send to the User's browser, which may then be stored on the hard drive (session ID cookies will terminate once Users simply close the browser, persistent cookies may however be stored on the User's hard drive for an extended period of time). Cookies allow PPSR Cloud, among other things, to monitor traffic patterns, store User preferences and settings and analyse how Services are

performing. Users should be aware that most web browsers are set to accept cookies by default, but allow settings to be adjusted to remove or block cookies. Please note however that rejecting or removing cookies could affect the availability and functionality of the Website or Services.

- (b) personal information about the User such as name, address, telephone number, email address, website usage and in some cases, billing details and general financial and credit information.

The type of information that PPSR Cloud collects about the User is dependent on how the User uses the Services and the Website. When using the Website or Services, Users may disclose, and PPSR Cloud may collect, personal information about someone else. For example, data supplied by Users may contain personal information relating to the customers or employees of Users.

Before disclosing personal information to PPSR Cloud about someone else, Users must ensure that they have obtained sufficient consent to disclose that information to PPSR Cloud, and that, without taking any further steps required by applicable data protection or privacy laws, PPSR Cloud may collect, use, transfer and disclose such information for the purposes described in clause 10.6.

Users shall remain responsible for all personal information collected and processed by the User, and for compliance with applicable privacy and data protection laws.

Generally, PPSR Cloud does not collect 'sensitive information' about Users. Sensitive information includes information about race or ethnic origin, religion and sexual preferences. PPSR Cloud will only collect sensitive information in the event that it is necessary for the purpose of providing the User with a product or service. In such circumstances, PPSR Cloud will only collect sensitive information with a User's consent unless it is required by law to collect such information.

10.6 How PPSR Cloud uses personal information

PPSR Cloud may use personal information for one or more of the following purposes:

- (a) inform the User of other products, services or offerings available from PPSR Cloud or its affiliates, including related entities and business associates, including any marketing material;
- (b) deliver targeted advertising by showing Users advertisements that are based on the type of content Users access or read using internet-based advertising. For example, as Users browse the Website, one of the cookies placed on Users' devices will be an advertising cookie so PPSR Cloud can better understand what sort of pages or content Users are interested in. The information collected about Users' devices enable us to group Users with other devices that have shown similar interests. PPSR Cloud can then display advertising to categories of Users that is based on common interests;
- (c) assist marketing and promotional activities by using analytics and advertising services. For example, for the purpose of customising and continually optimising the Website, PPSR Cloud may use the following services:

Google Analytics. In this service, pseudonymised usage profiles are created and cookies are used to generate information about Users' use of the Website such as browser type / version, operating system, referrer URL (the previously visited page), IP address for Users' computers or devices, date and time. This information is transmitted to a Google server in the US and stored there. The information is used to evaluate the use of the Website, to compile reports on Website activity and to provide other services related to Website activity and internet usage for the purposes of market research and Website design. This information may also be transferred to third parties if required by law or if third parties process this data. Under no circumstances will Users' IP addresses be merged with any other data provided by Google. The IP addresses are anonymised. Users can prevent the collection of data generated by the cookie and related to Users' use of the Website (including Users' IP addresses) and the processing of this data by Google by downloading and installing a browser add-on (<https://chrome.google.com/webstore/detail/cookiebot-privacy-protect/ghnmljndompphmlhohjgfhmndmnhpghn>).

[//tools.google.com/dlpage/gaoptout?hl=en](https://tools.google.com/dlpage/gaoptout?hl=en)). For more information about privacy related to Google Analytics, see the Google Analytics information at <https://support.google.com/analytics/answer/6004245?hl=en>.

To statistically record the use of the Website and to evaluate it for the purpose of optimising the Website, PPSR Cloud may also use Google conversion tracking. In doing so, Google AdWords will set a cookie on Users' computers if it has reached the Website via a Google ad. These cookies lose their validity after 30 days and are not used for personal identification. If the User visits certain pages of the AdWords customer's website and the cookie has not yet expired, Google can detect that the User had previously clicked on the ad and was redirected to this page. Every AdWords customer receives a different cookie. Cookies cannot be tracked via the websites of AdWords customers. The information obtained through the conversion cookie is used to generate conversion statistics for AdWords customers who have opted for conversion tracking. AdWords customers are informed about the total number of users who clicked on their ad and were redirected to a conversion tracking tag page. However, they do not receive information that personally identifies Users. If Users do not want to participate in the tracking process, Users can also refuse the setting of a cookie - for example, via a browser setting that generally disables the automatic setting of cookies. Users can also disable cookies for conversion tracking by setting its browser to block cookies from the domain "www.googleadservices.com". Google's privacy policy on conversion tracking can be found here (<https://services.google.com/fh/files/misc/sitestats/en.html>).

Facebook Pixel. The Website measures conversions using visitor action pixels from Facebook. These allow the behaviour of site visitors to be tracked after they click on a Facebook ad to reach the provider's website. This allows an analysis of the effectiveness of Facebook advertisements for statistical and market research purposes and their future optimisation. The data collected is anonymous to PPSR Cloud as operators of the Website and PPSR Cloud cannot use it to draw any conclusions about its Users' identities. However, the data is stored and processed by Facebook, which may make a connection to Users' Facebook profiles and which may use the data for its own advertising purposes, as stipulated in the [Facebook privacy policy](#). This will allow Facebook to display ads both on Facebook and on third-party sites. PPSR Cloud have no control over how this data is used. Users can review Facebook's privacy policy to learn more about protecting their privacy: <https://www.facebook.com/about/privacy/>. Users can also deactivate the custom audiences remarketing feature in the Ads Settings section at https://www.facebook.com/ads/preferences/?entry_product=ad_settings_screen. Users will first need to log into Facebook. If Users do not have a Facebook account, Users can opt out of usage-based advertising from Facebook on the website of the European Interactive Digital Advertising Alliance: <http://www.youronlinechoices.com/de/praferenzmanagement/>.

LinkedIn Conversion Tracking and Insight Tag: The LinkedIn Insight Tag is a piece of lightweight JavaScript code that PPSR Cloud may add to its Website to enable in-depth campaign reporting and to help it obtain valuable insights about its Website visitors. PPSR Cloud use the LinkedIn Insight Tag to track conversions, retarget Website visitors, and unlock additional insights about members interacting with its LinkedIn adverts. The LinkedIn Insight Tag enables the collection of metadata such as IP address information, timestamp, and events such as page views. All data is encrypted. The LinkedIn browser cookie is stored in a visitor's browser until they delete the cookie or the cookie expires (there's a rolling six-month expiration from the last time the visitor's browser loaded the Insight Tag). Users can opt out of cookies from LinkedIn on its LinkedIn settings page. Users can read further information on LinkedIn's Cookie Policy at <https://www.linkedin.com/legal/cookie-policy>.

- (d) conduct surveys or research about the User's opinion of current services and products or of potential new services and products that may be offered;
- (e) carry out billing and subscription administration;
- (f) communicate, interact and build its relationship with Users, including better understanding Users' needs and interests, and ensuring a quality experience for Users. For example, PPSR Cloud may use the following:

Facebook: On the Website, social media plug-ins from Facebook may be used. If Users visit a page of the Website that contains a Facebook plug-in, Users' browsers establish a direct connection to the Facebook servers. The content of the plugin is transmitted by Facebook directly to Users' browsers. By integrating with the plug-ins, Facebook receives the information that Users' browsers have accessed the corresponding page of the Website, even if Users do not have a Facebook account or are currently not logged in to Facebook. This information (including Users' IP addresses) is transmitted from Users' browsers directly to a Facebook server in the US and stored there. If Users are logged in to Facebook, Facebook can assign the visit to the Website directly to Users' Facebook accounts. If Users interact with the plugins, for example by pressing the "LIKE" or "SHARE" button, the corresponding information is also transmitted directly to a Facebook server and stored there. The information will also be posted on Facebook and displayed to Users' Facebook friends. Facebook may use this information for the purpose of advertising, market research and tailoring Facebook pages. For this purpose, Facebook uses Users' interest and relationship profiles (for example, to evaluate Users use of the Website with regard to the advertisements displayed on Facebook, to inform other Facebook users about Users' activities on the Website and to further inform Users about the use of related services). If Users do not want Facebook to assign the data collected via the Website to its Facebook account, Users must log out of Facebook before visiting the Website. The purpose and scope of the data collection and the further processing and use of the data by Facebook, as well as Users' related rights and settings options for the protection of Users' privacy, please refer to the privacy policy of Facebook at <https://www.facebook.com/about/privacy/>.

Twitter: The Website integrates plug-ins of the messaging network of Twitter Inc. ("Twitter"). When Users visit a page of the Website that contains a Twitter plug-in, a direct connection is established between Users' browsers and the Twitter server. Twitter receives the information that Users have visited PPSR Cloud's site with their IP addresses. If Users click on the Twitter "tweet button" while logged in to their Twitter account, Users can link the contents of PPSR Cloud's pages to their Twitter profile. This allows Twitter to associate Users visits to PPSR Cloud's pages. PPSR Cloud are not aware of the content of the transmitted data and their use by Twitter. If Users do not want Twitter to associate their visit to PPSR Cloud's pages, Users should log out of their Twitter account before visiting the Website. Further information can be found in the Privacy Policy of Twitter at <https://twitter.com/privacy>.

YouTube: If Users visit a page of the Website that contains a YouTube plug-in, Users' browsers connect directly to the servers of YouTube. The content of the plugin is transmitted from YouTube directly to Users' browsers and integrated into the page. Through this integration YouTube receives the information that Users' browsers have accessed the corresponding page of the Website, even if Users do not have a YouTube profile or are currently not logged in to YouTube. This information (including Users' IP addresses) is transmitted by Users' browsers directly to a server of YouTube and stored there. If Users are logged in to YouTube, YouTube can directly assign Users' visits to the Website to Users' YouTube accounts. If Users interact with the plug-ins, for example by pressing the "YouTube" button, this information will also be transmitted directly to a YouTube server in the US and stored there. If Users do not want YouTube to directly assign the data collected via the Website to its YouTube account, Users must log out of YouTube before visiting the Website. For more information, see YouTube's privacy policy at <https://policies.google.com/privacy>.

- (g) monitor, develop or optimise the performance of its Services;
- (h) protect and enhance the safety and security of its Services and Users;
- (i) provide information and technical support;
- (j) conduct, manage, develop and protect its business;
- (k) enforce its Terms;
- (l) comply with laws and regulations in applicable jurisdictions;
- (m) verify Users' identities and prevent fraud or other unauthorised or illegal activity;

- (n) enable third parties to provide services to it;
- (o) contact the User regarding a product offered by an external business partner which may be of interest to the User; and
- (p) provide to likely or actual buyers of the whole or part of PPSR Cloud's business or for internal restructuring purposes.

For these purposes PPSR Cloud may receive, use, store, share, send, combine, reformat, transform, encrypt, mask, organise, geotag, update and delete personal information (and undertake any further processing activities expressed or implied in clause 10). The personal information that PPSR collect will not be further processed in ways that are incompatible with the initial purposes for which the data was collected.

10.7 Disclosure of personal information to third parties

- (a) PPSR Cloud may also disclose User's personal information to third parties, including:
 - (i) banks and other entities which process payment transactions when a payment is made;
 - (ii) affiliates, subsidiaries and related entities;
 - (iii) a purchaser as part of a corporate transaction such as an acquisition, merger or sale of assets; and
 - (iv) contractors who perform services for PPSR Cloud including the management and maintenance of its information systems.
- (b) These third parties include Microsoft Azure, Stripe, SendGrid, AFSA (if the User transacts in Australia), the Ministry of Business, Innovation & Employment (if the User transacts in New Zealand) and other government authorities and bodies who store or hold information relevant to transactions occurring on the PPSR.
- (c) Where the User's personal information is passed on to third parties, PPSR Cloud takes reasonable steps to ensure that these individuals and/or organisations are bound by confidentiality and privacy obligations in relation to the protection of the User's personal information. However, by using the Website or Services, or otherwise interacting with PPSR Cloud, Users:
 - (i) acknowledge that, for information transmitted to Google (through use of Google Analytics, AdWords, cookies or similar technology), to the social media plug-ins described above, and to other third party service providers, those third parties may not be required to protect the information in a way that, overall, provides comparable safeguards to those in the *Privacy Act 1988* (Australia) or the *Privacy Act 2020* (New Zealand) (whichever is applicable); and
 - (ii) authorise the disclosure of its personal information to those third parties, or collection of its personal information by those third parties.

Other than as outlined above, PPSR Cloud will not disclose the User's personal information without its consent unless disclosure is necessary to prevent a threat to life or health, authorised or required by law, reasonably necessary to enforce the law or necessary to investigate a suspected unlawful activity, or to operate and maintain the security of the Services, including to prevent or stop an attack on PPSR Cloud's computer systems or networks, or detect, prevent or otherwise address fraud, or protect PPSR Cloud's rights and property.

10.8 International data transfers

- (a) When PPSR Cloud disclose, use or store data, it may be transferred to, and processed in, countries other than Australia or New Zealand. In those countries, there may be differences with Australia's or New Zealand's privacy laws. For example:
 - (i) **SendGrid.** PPSR Cloud uses SendGrid, a cloud-based email service provided by Twilio, which processes and stores Australian and New Zealand User data in the United States and other countries where SendGrid operates. For more information on SendGrid's data protection and privacy, see <https://www.twilio.com/legal/privacy#sendgrid-services>;
 - (ii) **Stripe.** PPSR Cloud uses Stripe for handling payments of Services. Stripe processes and stores Australian and New Zealand User and payment data in the United States and other countries where Stripe operates. For more information on Stripe's data protection and privacy, see <https://stripe.com/en-nz/privacy>; and
 - (iii) PPSR Cloud also use the other third-party service providers described in clause 10.7.
- (b) This means that Users' personal information may be transferred outside of Australia or New Zealand. However, where PPSR Cloud discloses personal information to a third party in another country, PPSR Cloud place or obtain safeguards to ensure Users' personal information is protected (except as expressly disclosed in this Privacy Statement). Where Users' personal information is transferred outside Australia or New Zealand, it will (except as expressly disclosed in this Privacy Statement) only be transferred to:
 - (i) Countries that have been identified as being subject to privacy laws that, overall, provide comparable safeguards to those under privacy laws in Australia or New Zealand (whichever is applicable)); or
 - (ii) A foreign person or entity where PPSR Cloud have transfer mechanisms in place to protect Users' Personal Information; or
 - (iii) A foreign person or entity that PPSR Cloud believe on reasonable grounds is subject to the *Privacy Act 2020*, or is a participant in a prescribed Binding Scheme, or is subject to privacy laws of a Prescribed Country; or
 - (iv) A recipient that has agreed to data protection and privacy commitments that, overall, provide comparable safeguards to those under privacy laws in Australia or New Zealand (whichever is applicable).

For further information, please contact PPSR Cloud using the details set out in the feedback section below.

10.9 Access to and correction of information PPSR Cloud holds

- (a) Upon a User's request, PPSR Cloud will provide them with access to their personal information unless there is an exception which applies under the *Privacy Act 1988* (Australia) or the *Privacy Act 2020* (New Zealand). If PPSR Cloud denies such access, the User will be told why.
- (b) PPSR Cloud may recover any reasonable costs incurred in providing the User with access to the requested information. To request access to personal information, please contact PPSR Cloud's Privacy Officer by emailing support@ppsrcloud.com, and include the words 'Attention: The Privacy Officer'.
- (c) If a User is a PPSR Cloud registered user, they can access their registered profile at any time.

10.10 Keeping information up to date

Users are responsible for ensuring that personal information provided to PPSR Cloud is accurate, complete and up-to-date. PPSR Cloud strives to ensure that the personal information held about Users is accurate, complete and up to date at all times. If the personal information PPSR Cloud holds about a User is inaccurate,

incomplete, or no longer up to date, Users have the right to ask PPSR Cloud to update or correct personal information they think is inaccurate.

Users also have the right to ask PPSR Cloud to erase their personal information in certain circumstances.

All requests should be sent to support@ppsrccloud.com and include the words 'Attention: The Privacy Officer'. User choices in relation to personal information may affect PPSR Cloud's ability to provide the Services, or the performance of the Services. PPSR Cloud will respond to Users as soon as reasonably practicable regarding the impact of the User's requests on the Services, any other issues arising and to confirm the User's intention to proceed. If PPSR Cloud are unable to comply with the request, it will give the User reasons for this decision when it responds (for example, the information may not be readily retrievable, and it may not be reasonable or practicable for us to process the request in the manner sought. In some instances, it may also be necessary for us to arrange access to Users' personal information through a third party e.g. a third-party supplier).

10.11 Communications

PPSR Cloud are committed to full compliance with the *Spam Act 2003* (Australia) and the *Unsolicited Electronic Messages Act 2007* (New Zealand).

By subscribing to email communications, or otherwise providing an email address, Users consent to receiving emails which promote and market PPSR Cloud's Services, or the products and services of others, from time to time.

Users can unsubscribe from PPSR Cloud's email communications at any time by clicking the "Unsubscribe" link in any promotional or marketing email, or by emailing support@ppsrccloud.com, and including the words 'Attention: The Privacy Officer'.

Once a User has unsubscribed from the email communications, the User will be removed from the corresponding email/distribution list as soon as is reasonably practicable.

10.12 Storage and security of the User's personal information

PPSR Cloud takes reasonable steps to protect the security of the User's personal information in accordance with this Privacy Statement. Unfortunately, no data transmission over the internet can be guaranteed to be totally secure. Whilst PPSR Cloud strives to protect such information, it cannot ensure or provide any warranties in respect of the security of any information the User provides to it or obtains from the Website. Accordingly, use of the Website is at the User's own risk. PPSR Cloud will notify Users at the first reasonable opportunity if it discovers or is advised of a material security breach which has resulted in unauthorised access, disclosure or loss of Users' personal information and has caused, or will cause serious harm to the User.

Once any personal information comes into PPSR Cloud's possession, it will take reasonable steps to protect that information from misuse and loss and from unauthorised access, use, modification, interference or disclosure.

For example, PPSR Cloud stores personal information on computer systems that have password-controlled access, firewalls and use encryption techniques. PPSR Cloud also use multi factor authentication to prevent unauthorised access.

Users' personal information is only accessed by people at PPSR Cloud who need to use the information for the purposes discussed above.

Further, the dates of birth of the User's grantors and debtors are removed as soon as Registrations on the PPSR are completed.

10.13 Links to other websites

The Website contains links to other websites. Please note that these links are intended for the User's convenience only. Links to third party websites do not constitute endorsement, sponsorship, representations, warranties or approval by PPSR Cloud of the content, policies, terms of use or practices of those third-party websites. Disclosure of personal information by Users to third party service providers is at the User's own risk and PPSR Cloud are not responsible for the security or privacy of any information collected by these third parties.

If Users have any concerns regarding their privacy when visiting a linked third party, they should ensure that they check the privacy statement/policies of those websites.

10.14 Destruction of the User's personal information

PPSR Cloud will take reasonable steps to destroy or de-identify any personal information about the User once the information is no longer required for the purposes for which it was collected, including to provide the Services, or as part of usual business record-keeping practices, or as authorised or required by law.

10.15 Changes to PPSR Cloud's Privacy Statement

- (a) From time to time, PPSR Cloud may make changes to this Privacy Statement. Accordingly, the Users should periodically review this statement to remain informed about how PPSR Cloud collects and protects personal information.
- (b) The User's continued use of the Website constitutes acceptance of the collection, use and disclosure of personal information to the extent outlined in this Privacy Statement as amended from time to time.
- (c) For further information about the protection of Users' privacy, please visit the Australian Federal Privacy Commissioner's website at www.privacy.gov.au or the New Zealand Privacy Commissioner's website at www.privacy.org.nz (whichever is applicable).

10.16 Feedback and questions about privacy and the Website

- (a) PPSR Cloud welcomes ideas and feedback about all aspects of the Website. This feedback may be used to administer and refine the services provided and may be shared with PPSR Cloud partners either in aggregate form or with specific identifying characteristics removed.
- (b) If a User has any questions or complaints regarding this Privacy Statement, practices of the Website or their dealings with PPSR Cloud, Users can contact us via email at support@ppsrccloud.com, and include the words 'Attention: The Privacy Officer'.

11. Conduct Policy

By using the Services, the Customer agrees to PPSR Cloud's Conduct Policy below which forms part of the Terms.

The Customer agrees not to:

- (a) use the Website or Services in breach of any applicable laws or regulations;
- (b) use the Website or Services (or material obtained from the Website or Services):
 - (i) to transmit (or authorise the transmission of) "junk mail," "chain letters," unsolicited emails, instant messaging, "spimming," or "spamming";
 - (ii) to impersonate any person or entity;

- (iii) to solicit money, passwords or personal information from any person;
- (iv) to harm, abuse, harass, stalk, threaten or otherwise offend others; or
- (v) for any unlawful purposes;
- (vi) to upload, post, transmit or otherwise make available (or attempt to upload, post, transmit or otherwise make available) any material that:
 1. is not the Customer's original work, or which in any way violates or infringes (or could reasonably be expected to violate or infringe) the intellectual property or other rights of another person;
 2. contains, promotes, or provides information about unlawful activities or conduct;
 3. is, or could reasonably be expected to be defamatory, obscene, offensive, threatening, abusive, pornographic, vulgar, profane, indecent or otherwise unlawful, including material that racially or religiously vilifies, incites violence or hatred, or is likely to offend, insult or humiliate others based on race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability;
 4. exploits another person in any manner;
 5. contains nudity, excessive violence, or sexual acts or references;
 6. includes an image or personal information of another person or persons unless the Customer has their consent;
 7. poses or creates a privacy or security risk to any person;
 8. the Customer knows or suspects (or ought reasonably to have known or suspected) to be false, misleading or deceptive;
 9. contains large amounts of untargeted, unwanted or repetitive content;
 10. contains restricted or password only access pages, or hidden content;
 11. contains viruses, or other computer codes, files or programs designed to interrupt, limit or destroy the functionality of other computer software or hardware;
 12. advertises, promotes or solicits any goods or services or commercial activities (except where expressly permitted or authorised by PPSR Cloud); or
 13. contains financial, legal, medical or other professional advice;
- (c) interfere with, disrupt, or create an undue burden on PPSR Cloud or the Services;
- (d) use any robot, spider, or other device or process to retrieve, index, or in any way reproduce, modify or circumvent the navigational structure, security or presentation of PPSR Cloud, the Website or the Services;
- (e) use the Services with the assistance of any automated scripting tool or software;
- (f) frame or mirror any part of the Services without our prior written authorisation;
- (g) use code or other devices containing any reference to the Services to direct other persons to any other web page;

- (h) except to the extent permitted by law, modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Website or the Services or cause any other person to do so; and
- (i) delete any attributions or legal or proprietary notices on the Website.

12. Definitions and Interpretation

“Binding Scheme” means a binding scheme as referred to in the *Privacy Act 1988* (Australia) or as specified in regulations made under section 213 of the *Privacy Act 2020* (NZ);

“Confidential Information” means information which relates directly or indirectly to the business, operations or affairs of the business of PPSR Cloud and which is expressed to be confidential or which PPSR Cloud, acting reasonably, advises the Customer it regards as confidential, whether the information is in oral, visual or written form or is recorded in any other medium. Confidential Information includes all information contained within the Services, these Terms, any other non-public information whatsoever supplied by PPSR Cloud to the Customer (including records, documents, plans, formulae, specifications, Intellectual Property, devices, methods, price information, and papers of every description including all copies or extracts from the same relating to the affairs or the business of PPSR Cloud or any related entity of PPSR Cloud) which from time to time is made available or becomes known or comes into the possession of the Customer;

“Customer” means a person who registers to use the Services;

“Intellectual Property” means all rights in intellectual property (whether registered or unregistered), including all copyright, patents, trademarks, designs, trade secrets, logos, moral rights and all other proprietary rights in the Services and the Website, together with any modifications, enhancements, and derivative works of any of the foregoing in any media, tangible or intangible, now in existence or created in the future;

“Fees” means all fees and charges payable by a Customer to PPSR Cloud to use the Services;

“PPSR” means the Personal Property Securities Register established under the *Personal Property Securities Act 2009* (Australia) or the *Personal Property Securities Act 1999* (New Zealand) (whichever is applicable);

“PPSR Cloud” means PPSR Cloud Pty Ltd (ACN 654 880 038) (if accessing the Website from Australia or using the Services for Registrations in Australia) or PPSR Cloud Ltd (NZBN To be confirmed) (if accessing the Website from New Zealand or using the Services for Registrations in New Zealand);

“Prescribed Country” means a country specified in regulations made under section 214 of the *Privacy Act 2020* (NZ);

“Privacy Principles” means the privacy principles set out in the *Privacy Act 1988* (Australia) or the *Privacy Act 2020* (New Zealand) (whichever is applicable);

“Registrations” has the meaning given to it by the *Personal Property Securities Act 2009* (Australia) or means a Financing Statement (as amended by any Financing Change Statement) registered on the PPSR (New Zealand) (whichever is applicable);

“Services” means the software application allowing Customers to search, create, amend, discharge and maintain Registrations on the PPSR (including all underlying software, content, documentation, files, databases, operating systems, hosting infrastructure and supporting services) and any other auxiliary services offered from time to time by PPSR Cloud to Customers;

“Terms” means these terms and conditions as supplemented, varied or amended from time to time;

“User(s)” means all persons accessing the Website and/or using the Services (including any part of the Services) including persons that load and/or manage content on the Website and/or Services, or that receive or subscribe for any paid content or Services, and/or any persons providing personal information to PPSR Cloud; and

“Website” means any website (or websites) operated by PPSR Cloud, including the website(s) used as part of the Services.

In these Terms, unless the context requires otherwise:

- (a) “Person” includes references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality;
- (b) A reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and also any subordinate legislation or law issued under that legislation or legislative provision;
- (c) Any covenant not to do anything shall also constitute an obligation not to suffer, permit, cause or assist any other person to do that thing;
- (d) Headings are for convenience only and do not affect the interpretation of these Terms except for use as cross-references;
- (e) A reference to a party includes a reference to that party’s permitted assignees and successors; and
- (f) The meaning of general words is not limited by specific examples introduced by “including”, “for example” or similar expressions.

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