

PRIVACY POLICY

1 INTRODUCTION

This document sets out the privacy policy of STARK INNOVATIONS PTY LIMITED trading as Better Being ACN 160 839 565 (referred to in this privacy policy as '**we**', '**us**', or '**our**').

We take our privacy obligations seriously and we've created this privacy policy to explain how we store, maintain, use and disclose personal information.

By providing personal information to us, you consent to our storage, maintenance, use and disclosing of personal information in accordance with this privacy policy.

We may change this privacy policy from time to time by posting an updated copy on our website and we encourage you to check our website regularly to ensure that you are aware of our most current privacy policy.

2 TYPES OF PERSONAL INFORMATION WE COLLECT

The personal information we collect may include the following:

- (a) name;
- (b) mailing or street address;
- (c) email address;
- (d) social media information;
- (e) telephone number and other contact details;
- (f) age;
- (g) date of birth;
- (h) credit card or other payment information;
- (i) sensitive information as set out below;
- (j) information about your business or personal circumstances;
- (k) information in connection with client surveys, questionnaires and promotions;
- (l) your device identity and type, I.P. address, geo-location information, page view statistics, advertising data and standard web log information;
- (m) information about third parties; and
- (n) any other information provided by you to us via our website or our online presence, or otherwise required by us or provided by you.

3 HOW WE COLLECT PERSONAL INFORMATION

We may collect personal information either directly from you, or from third parties, including where you:

- (a) receive goods or services from us;
- (b) contact us through our website;
- (c) submit any of our online sign up forms;
- (d) communicate with us via email, telephone, SMS, social applications (such as LinkedIn, Facebook or Twitter) or otherwise;
- (e) interact with our website, social applications, services, content and advertising; and
- (f) invest in our business or enquire as to a potential purchase in our business.

We may also collect personal information from you when you use or access our website or our social media pages. This may be done through use of web analytics tools, 'cookies' or other similar tracking technologies that allow us to track and analyse your website usage. Cookies are small files that store information on your computer, mobile phone or other device and enable and allow the

creator of the cookie to identify when you visit different websites. If you do not wish information to be stored as a cookie, you can disable cookies in your web browser.

We may use Google Analytics to collect and process data, including when you use third party websites or apps. To find out more see [How Google uses data when you use our partners' sites or apps](#).

4 USE OF YOUR PERSONAL INFORMATION

We collect and use personal information for the following purposes:

- (a) to provide goods, services or information to you;
- (b) for record keeping and administrative purposes;
- (c) to provide information about you to our contractors, employees, consultants, agents or other third parties for the purpose of providing goods or services to you;
- (d) to improve and optimise our service offering and customer experience;
- (e) to comply with our legal obligations, resolve disputes or enforce our agreements with third parties;
- (f) to send you marketing and promotional messages and other information that may be of interest to you and for the purpose of direct marketing (in accordance with the Spam Act). In this regard, we may use email, SMS, social media or mail to send you direct marketing communications. You can opt out of receiving marketing materials from us by using the opt-out facility provided (e.g. an unsubscribe link);
- (g) to send you administrative messages, reminders, notices, updates, security alerts, and other information requested by you; and
- (h) to consider an application of employment from you.

We may disclose your personal information to cloud-providers, contractors and other third parties located inside or outside of Australia. If we do so, we will take reasonable steps to ensure that any overseas recipient deals with such personal information in a manner consistent with how we deal with it.

(Sharing of your Information) We may need to share your personal information with third parties, including your medical providers that we work with provide you with our services. You consent to the sharing of your personal and sensitive information with these third parties as required to provide you with the services.

5 SENSITIVE INFORMATION

We may collect sensitive or health-related information about you during the course of providing you services. The type of sensitive or health-related information we may collect including

- a) information regarding your mental or physical wellbeing;
- b) information regarding your weight, height, and other similar information;
- c) information regarding your medical history and family history; and
- d) information regarding medications you take.

We will only collect this sensitive information where you consent and provide us with this information. If you consent, your sensitive information may only be used and disclosed for purposes relating to providing you with our services, or as otherwise specified at the time that you grant consent. Your sensitive information may also be used or disclosed to comply with our legal obligations.

6 SECURITY

We take reasonable steps to ensure your personal information is secure and protected from misuse or unauthorised access. Our information technology systems are password protected, and we use a range of administrative and technical measures to protect these systems. However, we cannot guarantee the security of your personal information.

7 LINKS

Our website may contain links to other websites. Those links are provided for convenience and may not remain current or be maintained. We are not responsible for the privacy practices of those linked websites and we suggest you review the privacy policies of those websites before using them.

8 REQUESTING ACCESS OR CORRECTING YOUR PERSONAL INFORMATION

If you wish to request access to the personal information we hold about you, please contact us using the contact details set out below including your name and contact details. We may need to verify your identity before providing you with your personal information. In some cases, we may be unable to provide you with access to all your personal information and where this occurs, we will explain why. We will deal with all requests for access to personal information within a reasonable timeframe.

If you think that any personal information we hold about you is inaccurate, please contact us using the contact details set out below and we will take reasonable steps to ensure that it is corrected.

9 COMPLAINTS

If you wish to complain about how we handle your personal information held by us, please contact us using the details set out below including your name and contact details. We will investigate your complaint promptly and respond to you within a reasonable timeframe.

10 CONTACT US

For further information about our privacy policy or practices, or to access or correct your personal information, or make a complaint, please contact us using the details set out below:

Name: Greg Stark

Email: greg@betterbeing.com.au

Our privacy policy was last updated on 8 August 2021.

BETTER BEING TERMS & CONDITIONS

These Terms and Conditions (**T&Cs**) set out the under the terms under which you or, where applicable, the person for whom you are the parent or guardian, (the **Client, you, your**) will obtain fitness training, personal training, nutrition or health coaching or any other services (whether in-person, via video recording or over live video stream) (**Activities**) from Stark Innovations Pty Ltd ABN 17160839565 t/a Better Being (**Better Being, we, us, our**) or, where the Client is an organisation, its employees or contractors (**Personnel**).

You will be taken to have accepted these T&Cs if you indicate your assent, or if you consent to receive any Activities provided by Better Being after receiving or becoming aware of these T&Cs.

Please read these T&Cs carefully as they contain important health and safety information and risk disclaimers.

1. INSTRUCTIONS AND SAFETY

The Client warrants that they:

- (a) will comply with any safety guidelines, instructions and/or rules that Better Being's Personnel provide to them;
- (b) will stop participating in any Activities, and alert Better Being or its Personnel, if the Client has any concerns about their health or safety or if they start feeling dizzy, faint, unwell or feel any unusual pain during the Activities;
- (c) will be responsible for their own safety and that of any person under the age of 18 years for whom they have responsibility;
- (d) are not pregnant and do not have a health condition which might have the effect of making it more likely that they will be involved in an accident or injury while participating in the Activities (**Condition**);
- (e) will notify Better Being immediately if they develop a Condition;
- (f) are aware and agree that if they have a Condition, Better Being might refuse them participation in some and/or all Activities;
- (g) are aware that the Activities, even when no accident occurs, may involve risk to health;
- (h) will not participate in the Activities under the influence of drugs, alcohol or illicit substances;
- (i) will not participate in the Activities, if ill, injured or feeling unwell; and
- (j) will warm-up prior to participating in the Activities.

2. LIABILITY AND INDEMNITIES

- (a) (**No Reliance**) The Client acknowledges that in deciding to undertake the Activities or agree to these T&Cs, the Client has not relied on the skill or judgment of Better Being and that the Client has satisfied itself as to the condition and suitability of the Activities and their fitness for the Client's purpose.
- (b) (**Liability**) To the maximum extent permitted under applicable law, and without limiting any of the Client's rights under the *Competition and Consumer Act 2010* (Cth) (**CCA**), Better Being's liability for all claims in aggregate (whether those claims be for breach of contract, negligence or otherwise, and whether those claims are for economic loss, or for personal injury or other damage) arising under or in connection with these T&Cs:
 - (i) is excluded, to the extent it concerns liability for indirect, special and consequential damages, and damages (whether direct or indirect) reflecting loss of revenue, loss of profits or loss of goodwill, and only where permitted by the CCA; and
 - (ii) is limited, insofar as concerns other liability, to the total money paid by the Client to Better Being in the 6 months prior to the date the event giving rise to the relevant liability occurred (or, where there are multiple events, the date of the first such event).
- (c) (**Risk**) The Client acknowledges and agrees that:

- (i) Participating in the Activities involves the potential for injury and the Client is participating in any Activities at their own risk with knowledge of the dangers involved, including but not limited to, physical injury, muscle and ligament strains, illness, bruising, falls, injury through equipment failure, injury through impact during boxing participation and death.
 - (ii) there will be times where the Client will be unsupervised by any Better Being Personnel and agrees to accept any risks of loss, injury, damage or death arising out of the Client's unsupervised Activities, unless there is reckless disregard or gross negligence on Better Being's behalf.
 - (iii) while Better Being uses its best endeavours to ensure that the Activities and any facilities and/or equipment provided to the Client are free of faults and safety issues, there may be instances of equipment failure.
 - (iv) if the Client elects to participate in recorded video or video-streamed training classes with Better Being, that Better Being has a very limited ability to ensure the safety of the Client and cannot ensure the Client's equipment or work-out environment will be safe and free from the potential for injury. As such, the Client agrees to assume these additional risks by participating in remote or video-streamed training classes.
 - (v) Better Being will not be liable for any loss or damage arising out of any Activities unless there is reckless disregard or gross negligence on Better Being's behalf.
 - (vi) the Client will bear all risk of loss or destruction of, or damage to, any equipment and/or other property and/or people arising out or contributed to by their participation in the Activities.
- (d) (**Indemnity**) The Client indemnifies Better Being from and against all losses, claims, expenses, damages and liabilities (including any taxes, fees or costs) which arise out of:
- (i) any breach of these T&Cs by the Client;
 - (ii) any negligent, fraudulent or criminal act or omission of the Client; or
 - (iii) an event, where circumstances giving rise to a claim, were caused or contributed to by the Client.

3. PRIVACY

Better Being's Privacy Policy, available at <https://betterbeing.com.au/privacy-policy/> or as otherwise notified to the Client, is incorporated into and forms part of these T&Cs.

4. WARRANTIES

To the maximum extent permitted by applicable law, all express or implied representations and warranties (whether relating to fitness for purpose or performance, or otherwise) not expressly stated in these T&Cs are excluded.

- (a) Nothing in this agreement is intended to limit the operation of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**). Under the ACL, the Client may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services provided.

5. GENERAL

- (a) These T&Cs are governed by the law applying in NSW. Each party irrevocably submits to the exclusive jurisdiction of the courts of NSW and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement.
- (b) These T&Cs embody the entire agreement between the parties and supersede any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of the terms.