

## **Purple Sand Website - Terms of Use**

Please read these terms and conditions of use carefully before using this web site.

### **Use of the Purple Sand website**

This web site, accessible at [www.purplesand.com.au](http://www.purplesand.com.au) ("Web Site"), is owned and operated by Purple Sand Pty Ltd ACN 162 208 871 (called "Purple Sand"). Purple Sand Pty Ltd is referred to in these terms & policies as "we" or "us", and other words are used accordingly.

### **Acceptance of our terms**

By using this Web Site, or downloading materials from this Web Site, you agree to the terms and conditions of use set forth in this notice and our Privacy Policy without limitation or qualification. These terms and conditions of use may be revised at any time by updating this posting, and will be effective as of the date of such posting. Your continued use of the Web Site after any changes to this posting will be considered acceptance of those changes. You must stop using this Web Site immediately if you do not agree with such updated terms and conditions.

### **We only operate in Australia**

Unless expressly agreed by us otherwise, the Web Site is provided and may be used for informational purposes by Australian residents. If you reside outside Australia, you agree to these terms.

The information, opinions and other materials appearing on the Web Site are of a general nature only and is not personal advice. Purple Sand accepts no responsibility for the accuracy or completeness of the information, opinions or other materials provided on or accessible through the Web Site. The Web Site has not been prepared with reference to your individual financial or other personal circumstances. You should not rely on any information in this Web Site without first seeking appropriate professional advice.

Where Purple Sand makes third party material available or accessible through the Web Site you acknowledge that Purple Sand is a distributor and not a publisher of that content and that its editorial control is limited to the selection of those materials to make available.

### **Restrictions on use of our site**

As a condition of your use of Purple Sand's Web Site or any web applications contained on this Web Site, you agree to abide by all applicable laws and regulations, and to conduct yourself in accordance with the terms and conditions contained on this Web Site.

Specifically, you agree not to:

- use this Web Site to defame, abuse, harass, stalk, threaten or otherwise offend others;
- disseminate (by email or otherwise) any material which is unlawful, abusive, obscene, pornographic, defamatory, discriminatory, harassing, grossly offensive, vulgar, threatening or malicious;
- use any address harvesting software or automated scripting tool software;
- engage in chain letters unsolicited emailing or spamming via Purple Sand's

tools;

- impersonate any person or entity;
- use (upload, post, e-mail, transmit) Purple Sand's web applications and Web Site materials in ways that you do not have a right to under any applicable law or contract; or
- interrupt or attempt to interrupt the operation of this Web Site in any way.

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To the extent permitted by law, all conditions, warranties and other terms implied by statute, custom or the common law are excluded from these terms and conditions of use. If any statute implies terms into these terms and conditions of use which cannot be lawfully excluded, then those terms and conditions will apply and, to the extent permitted by law, the liability of Purple Sand for the breach of any such term will be limited to the minimum remedy provided for in such terms and conditions.

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In no circumstances will Purple Sand, its people or any party involved in creating, producing, or delivering this Web Site be liable to you or to any entity for any loss or damage, however caused (including negligence), which may be directly or indirectly suffered in connection with the use of, or the inability to use, the content, materials and functions on this Web Site or any linked Web Site, even if Purple Sand or a Purple Sand authorised representative has been expressly advised of the possibility of such damage.

Purple Sand excludes liability (whether that liability arises under contract, tort (including negligence) or statute) for any incidental, consequential, special, or punitive damage (including, without limitation, any loss of profits, loss of opportunity, loss of revenue, loss of anticipated savings, business interruption, loss of information or programs or other data on your information handling system)

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#### **Damage or viruses**

Purple Sand will not be liable for any damage to, or viruses that may infect, your computer equipment or other property as a result of access to, use of, or browsing this Web Site or your downloading of any data, text, images, video, or audio material from this Web Site.

#### **Errors or defects on our site**

Purple Sand does not warrant that the functions contained in the Web Site materials will be uninterrupted or error-free, that defects will be corrected, or that this Web Site or the server that makes it available are free of viruses or other harmful components. Purple Sand does not warrant the reliability of any advice, opinion, statement or other information displayed on this Web Site. Purple Sand neither warrants nor represents that your use of materials displayed on this Web Site will not infringe any rights of third parties not owned by or affiliated with Purple Sand.

#### **Links to third party websites**

Our Web Site may link to other web sites that are not maintained by Purple Sand. Purple Sand is not responsible for the content of those web sites. If you use these web sites, you will leave this Web Site. If you do decide to visit any linked web site, you do so at your own risk. The inclusion of any link to such web sites does not imply approval or endorsement by Purple Sand of such web sites or the content thereof.

#### **Trade mark & Copyright**

Purple Sand has registered trade mark registrations 2108770 and 2107304 for the trade mark Purple Sand & logo. Nothing on this Web Site grants any permission or right to use any trade mark displayed on this Web Site without the written permission from Purple Sand. Unauthorised use of our trade marks is strictly prohibited. All copyright in the material shown on our website is protected.

## **WHO IS PURPLE SAND?**

Purple Sand is the investment manager of the Purple Sand Development Trust. Purple Sand Pty Ltd ACN 162 208 871 is an authorised representative (AR No. 1284314) of Capital and Treasury Solutions Pty Ltd, AFSL 429066.

## **Purple Sand Privacy Policy**

Purple Sand Pty Ltd ACN 162 208 871 and its affiliates (collectively known as "Purple Sand" and also referred to in this Policy as "us," "we" and "our") seeks to provide the best possible service to its customers by providing the best possible range of financial products and services.

We understand how important it is to protect your personal information. This document sets out our Privacy Policy commitment in respect of personal information that you may provide to us.

We recognise that any personal information we collect about you will only be used for the purposes indicated in our policy, where we have your consent to do so, or as otherwise required or authorised by law. It is important to us that you are confident that any personal information we collect from you or that is received by us will be treated with appropriate respect ensuring protection of your personal information.

Our commitment in respect of personal information is to abide by the Privacy Act 1988 (Cth) as amended (including the Australian Privacy Principles) (Privacy Act) and any other relevant law.

## **PERSONAL INFORMATION**

When we refer to personal information we mean information or an opinion about you, from which you are, or may reasonably be, identified. This information may include (but is not limited to) your name, date of birth, driver's licence number, marital status, phone number, email address, address, nationality, employment history, income, assets and liabilities.

We rarely collect other sensitive information about you (such as information about your religion, trade union membership, political opinion, sexual preference or criminal record). We will only collect sensitive information about you with your consent.

## **WHY WE COLLECT YOUR PERSONAL INFORMATION**

We collect and receive personal information about you in order to conduct our business, including assessing and obtaining approval for Purple Sand's role as the investment manager and other activities which it undertakes in discharging this role. From time to time we may offer other products and services.

## **HOW DO WE COLLECT YOUR PERSONAL INFORMATION?**

Personal information may be collected by us in a number of circumstances, including when an individual:

- makes an enquiry with us via email or telephone;
- lodges an enquiry or requests a quote through our website;
- applies to invest in a product offered by us;

- attends an event hosted by us; or
- applies to work with us.

Where reasonable and practical, we will collect your personal information only directly from you. However, we will also collect information about you from third parties such as from our contractors who supply services to us, through our referrers (such as financial advisers), from a publicly maintained record or from other individuals or companies as authorised by you.

If you do not provide the information requested by us, we may not be able to provide you with our services. If you provide personal information to us about someone else, you must ensure that you are entitled to disclose that information to us and that, without us taking any further steps required by privacy laws, we may collect, use and disclose such information for the purposes described in this Privacy Policy. The individual must also provide the consents set out in this Privacy Policy in respect of how we will deal with their personal information.

### **HOW DO WE USE YOUR PERSONAL INFORMATION?**

We use your personal information for the purpose for which it has been provided, for reasonably related secondary purposes, any other purpose you have consented to and any other purpose permitted under the Privacy Act. This may include using your personal information for the following purposes:

- to provide you with the products or services you requested;
- to verify your identity;
- to assess, process and manage your application to be a customer, including to verify your details and assess our risk;
- to assess, process and manage your application to work with us; or
- for complaints handling or data analytics purposes.

### **TO WHOM WILL WE DISCLOSE YOUR PERSONAL INFORMATION?**

To enable us to maintain a successful business relationship with you, we may disclose your personal information to:

- organisations that provide products or services used or marketed by us, including intermediaries (such custodians and trustee companies, and administrative services providers);
- your employer/s or referees, your professional advisors, your bank and any other organisation that may have or is considering having an interest in your investment, or in our business;
- companies and contractors who we retain to provide services for us, such as IT contractors, call centres, stationery printing houses, mail houses, storage facilities, risk and compliance providers, lawyers, accountants and auditors, who will need to have access to your personal information to provide those services;
- people considering acquiring an interest in our business or assets; and
- other individuals or companies authorised by you.

By providing us with your personal information, you consent to us disclosing your information to such entities without obtaining your consent on a case by case basis.

Sometimes we are required or authorised by law to disclose your personal information. Circumstances in which we may disclose your personal information would be to a Court, Tribunal or law enforcement agency in response to a request or in response to a subpoena or to the Australian Taxation Office.

## **DIRECT MARKETING**

From time to time we may use your personal information to provide you with current information about our products, special offers you may find of interest, changes to our organisation, or new products or services being offered by us or any company we are associated with. By providing us with your personal information, you consent to us using your information to contact you on an ongoing basis for this purpose. If you do not wish to receive marketing information, you may at any time decline to receive such information by contacting our Privacy Contacts using the contact details below.

## **UPDATING YOUR PERSONAL INFORMATION**

During the course of our relationship with you we will ask you to inform us if any of your personal information has changed. If you consider that any information we hold about you is incorrect, you should contact us to have it updated. We will generally rely on you to assist us in informing us if the information we hold about you is inaccurate or incomplete.

## **ACCESS TO YOUR PERSONAL INFORMATION**

We will provide you with access to the personal information we hold about you, subject to limited exceptions in the Privacy Act as outlined below. You may request access to any of the personal information we hold about you, at any time.

To access personal information that we hold about you, use the contact details specified below. We may charge a fee for our reasonable costs in retrieving and supplying the information to you.

## **DENIED ACCESS TO PERSONAL INFORMATION**

There may be situations where we are not required to provide you with access to your personal information. For example, such a situation would be information relating to an existing or anticipated legal proceeding with you, or if your request is vexatious.

An explanation will be provided to you if we deny you access to your personal information we hold.

## **BUSINESS WITHOUT IDENTIFYING YOU**

In most circumstances it will be necessary for us to identify you in order to successfully do business with you, however, where it is lawful and practicable to do so, we will offer you the opportunity of doing business with us without providing us with personal information.

## **HOW SAFE AND SECURE IS YOUR PERSONAL INFORMATION THAT WE HOLD?**

We will take reasonable steps to protect your personal information, by storing it in a secure environment, and when the information is no longer needed for any purpose for which the information may be used or disclosed, it will be destroyed or permanently de-identified.

We will also take reasonable steps to protect any personal information from misuse, loss and unauthorised access, modification or disclosure.

#### **FURTHER INFORMATION AND COMPLAINTS**

You may request further information about the way we manage your personal information or lodge a complaint by contacting our Privacy Officer(s) on the contact details below.

We will deal with any complaint by investigating the complaint, and providing a response. In cases where further information, assessment or investigation is required, we will seek to agree alternative time frames with you.

#### **CONTACT DETAILS**

You can contact us by calling us on +61 417 543 150 or by writing to: [info@purplesand.com](mailto:info@purplesand.com), and addressing it to the Privacy Officer, Purple Sand Pty Ltd. We are constantly reviewing all of our policies and attempt to keep up to date with market expectations. As a consequence we may change this Privacy Policy from time to time.