

## Cricketer Exchange Privacy Policy

### 1. We respect your privacy

- 1.1. Welcome to the Cricketer Exchange Website (“**Site**”). Cricketer Exchange is an online platform that connects cricket players and cricket clubs internationally (“**Subscribers**”) including for marketing and advertising opportunities (our “**Services**”).
- 1.2. Any reference to “Cricketer Exchange”, “we”, “our”, or “us” means the business of Sports Recruits Pty Ltd (ACN 614 263 124). Any reference to “you, or “your” means you as a Subscriber for our Services.
- 1.3. We adhere to the Australian Privacy Principles (APPs) contained in the *Privacy Act 1988* (Cth). This Privacy Policy sets out how we collect and treat your Personal Information.
- 1.4. "Personal Information" is information we hold which is identifiable as being about you.
- 1.5. To the extent applicable, we comply with our obligations set out under the EU General Data Protection Regulation (“**GDPR**”).
- 1.6. This Privacy Policy relates to Personal Information we collect and handle about you as Subscribers of our Site, users of our social media and digital services, and members of the public.
- 1.7. By using our Site, you consent to our collection, use, storage and disclosure of your Personal Information in accordance with this Privacy Policy. We encourage you to [Contact Us](#) at any time with questions or concerns.

### 2. About the Cricketer Exchange Services

- 2.1. Our Services consist of an online platform to connect cricket players with other players and to international cricket clubs.
- 2.2. To obtain access to our Services, you must register for a member account (“**Subscriber**”) through our Site (“**Subscriber Account**”).
- 2.3. By registering as a Subscriber for a Subscriber Account, you will be required to accept our **Terms** and Privacy Policy by clicking the “I accept the Terms and Agreement” checkbox in the user interface as condition of joining as a Subscriber. By clicking the “Create Account” button you agree to all the terms and conditions of our **Terms** and Privacy Policy listed on this Site by Cricketer Exchange which gives notice to you through our user interface as follows:

*By **Registering**, you agree that you've read and accepted our website Terms and Conditions and you consent to our Privacy Policy.*

### 3. What Personal Information we collect

- 3.1. We collect Personal Information that you provide to us when we provide you with our Services.
- 3.2. We ask you to provide Personal Information to enable us to you provide with our Services, support services, mailings, sales and marketing actions, process your product or service order, provide updates and to meet our contractual obligations.
- 3.3. The Personal Information and data we collect from Subscribers who access the Services may include:
  - (a) name (or club name);

- (b) address (including country and state);
- (c) email address;
- (d) telephone number;
- (e) profile picture;
- (f) nationality;
- (g) gender;
- (h) date of birth;
- (i) play history details / preferences;
- (j) club details (club name, phone number and location);
- (k) username and password (“**Login Information**”)

#### 3.4. We collect Personal Information from you:

- (a) when you fill out forms on our Site for registration, promotional purposes and opt-in with your full name and email address to confirm your subscription to emails and updates from Cricketer Exchange;
- (b) when you provide feedback or when you provide information about your personal or business affairs, change your content or email preference, respond to surveys or promotions, provide financial or credit card information, or communicate with our customer support team;
- (c) when marketing to you, your Personal Information is only ever used or disclosed for Cricketer Exchange’s own purposes and with your consent. You may opt out of our direct marketing to you. Our direct marketing materials will tell you how to do this.

#### 3.5 Unsubscribing from our email database

To unsubscribe from our email database, please do so through the “unsubscribe link” that is contained in an email from us. You are unable to unsubscribe from certain types of emails that include information about your Subscriber Account including any security concerns or technical issues. Please deactivate your Subscriber Account if you wish to unsubscribe from all emails.

### 4. **How we use your Personal Information**

- 4.1. We use your Personal Information to provide you access to our Services including to connect you to other Subscribers through an internal messaging system and to fulfil our obligations arising from any agreements entered between you and us.
- 4.2. We use your Personal Information to deliver notifications to your Subscriber Account in relation to new digital content offered through the Services (“**Digital Content**”), offers and promotions (from us or third-parties), changes to your Services, feedback, new products or services, newsletters and to respond to your inquiries. You can change how you receive these notifications by changing your Subscriber Account settings, deactivating your Subscriber Account or by opting-out, whichever is applicable.
- 4.3. We may, with your consent, collect Personal Information about you for the purpose of marketing other services which we think may be of interest to you, or for obtaining your feedback. For example, we may send you emails regarding your subscription, notifications and messages (e.g., updates of our [Terms](#), Subscriber Account changes, confirmation of your registration, changes/updates to features of our Services and this Privacy Policy, and technical and security notices).
- 4.4. We may also use your Personal Information to meet our internal and external audit requirements, or for information security purposes or otherwise as we believe necessary or appropriate: (a) under any applicable law, which may include laws outside your country of residence; (b) to respond to requests from courts, law enforcement agencies, regulatory agencies and other public and government authorities, which may

include authorities outside your country of residence; and (c) to protect our rights, privacy, safety or property, or those of other persons.

- 4.5. If you choose to withhold your Personal Information, it may not be possible for us to provide you with our Services or for you to access certain parts of our Site and for us to respond to your query.
- 4.6. In accordance with the APPs, we are required to correct our records of Personal Information if they are inaccurate, out-of-date, incomplete or misleading. If your Personal Information changes, please update your Subscriber Account to reflect the change or [Contact Us](#) to update your records.

## 5. **How we collect your Personal Information**

- 5.1. Cricketer Exchange collects Personal Information from you in a variety of ways, including when you interact with us electronically or in person, when you access our Site and when we provide our Services to you.
- 5.2. We will collect your Personal Information when you register with us to become a Subscriber or when you give us Personal Information in person, via social media, through other means of online communication, or on the telephone, or through email or other correspondence.
- 5.3. We may also receive Personal Information from third parties. If we do, we will protect your Personal Information in accordance with this Privacy Policy. We may also use third parties to administer and deliver services and communications to subscribers such as newsletters, weekly updates and online surveys by email, phone or mail.

## 6. **Legal basis for the collection and processing of your Personal Data under the GDPR**

- 6.1. "Personal Data" refers to any information relating to an identifiable natural person who can be identified directly or indirectly ("**Data Subject**").
- 6.2. The GDPR applies to the data processing activities of businesses with an establishment in the EU or where the processing activities relate to offering goods or services to individuals in the EU or monitoring the behaviour of individuals in the EU.
- 6.3. If you are an individual residing in the EU, we collect, store and process Personal Data about you in accordance with the GDPR. A "Controller" says how and why personal data is processed and a "Processor" acts on behalf of the Controller by processing the data.
- 6.4. "Processing" means any operation or set of operations that is performed upon Personal Data or sets of Personal Data whether automated or not including for collection, recording, organisation, structuring, storage, adaption, or alteration, retrieval, consultation, use, disclosure by transmission or for dissemination. █
- 6.5. When you subscribe to our Services, we process Personal Data on your behalf as a Processor where you are the Controller and otherwise to the extent that we are a Controller as defined in the GDPR.
- 6.6. The legal basis for which we collect Personal Data from you depends on the Services you use and how you use them. Cricketer Exchange will only collect and use your Personal Data on the following legal bases: under the **Terms** of our contract to provide you with our Services, when you give us your express consent to use and process Personal Data for a specific purpose, for the satisfaction of a legitimate interest or to comply with a legal obligation.

6.7. Unless otherwise required by contractual obligation or any other legal basis, we only store your Personal Data while it remains necessary, or if the purpose of the processing could not reasonably be fulfilled by other means.

6.8. We do not knowingly collect or process Personal Information of persons 16 years or younger. If you are under the age of 16, we request that you obtain and provide parental consent as required by the GDPR.

## **7. The Personal Data rights of individuals under the GDPR**

7.1. If you are an individual residing in the EU, you have certain rights as to how your Personal Data is being used.

7.2. We comply with your rights under the GDPR (subject to the grounds set out in the GDPR) that permit you:

- (a) to be informed as to how your Personal Data is being used;
- (b) to access your Personal Data and to know specifically what information is held about you and how it is processed, where and for what purpose (we will provide you a copy of your Personal Data in electronic format free of charge if requested);
- (c) to rectify your Personal Data if it is inaccurate or incomplete;
- (d) to erase your Personal Data (also known as 'the right to be forgotten') if you wish to delete or remove your Personal Data;
- (e) to restrict processing of your Personal Data;
- (f) to retain and reuse your Personal Data for your own purposes (Personal Data portability);
- (g) to object to your Personal Data being used; and
- (h) to object against automated decision making and profiling.

7.3. You can contact us any time to exercise your rights under the GDPR including as to:

- (a) request access to Personal Data that we hold about you;
- (b) to correct any Personal Data that we hold about you;
- (c) delete Personal Data that we hold about you; or
- (d) opt out of emails, marketing, and any other push notifications that you receive from us.

7.4. We may ask you to verify your identity before acting on any of your requests.

If you have any questions about Cricketer Exchange collection and storage of data, please [Contact us](#) using the contact details provided below.

## **8. Disclosure of your Personal Information and Third Parties with access to it**

8.1. We will only share your Personal Information with third parties where you have given us your consent, and only for the purposes described in this Privacy Policy.

8.2. We may disclose your Personal Information to any of our employees, officers, insurers, professional advisers, agents, suppliers or subcontractors insofar as reasonably necessary for the purposes set out in this Policy.

8.3. We may share your Personal Information with other Subscribers to facilitate our internal messaging system. You may be able to manage how your Personal Information is disclosed by updating your settings under your Subscriber Account.

- 8.4. We may share your Personal Information with third-party service providers to help us supply our Services to you and to give you access to and use of our payment gateway providers.
- 8.5. When we disclose your data to third-party service providers, we do so on the basis that your data is treated with confidence, and only used for the limited purpose of supplying our Services or Site support, and in a manner consistent with this Privacy Policy.
- 8.6. If there is a change of control in our business or a sale or transfer of business assets, we reserve the right to transfer to the extent permissible at law our user databases, together with any Personal Information and non-Personal Information contained in those databases.

## 9. International Data Transfers

- 9.1. We may store, process and transfer your data, including your Personal Information in countries other than the country you live in. Data transfer may occur in and between countries outside of Australia which may include but are not limited to the United States and Europe. We do this:
  - (a) where we have made a business decision to store our data with a trusted service provider who is in the business of providing data storage and processing services. Examples are those providers who store and process our email and mobile application data. These services commonly involve diverse geographic locations which change from time to time for reasons which include data protection and processing efficiency;
  - (b) when our business which collected your Personal Information is in a different country to your location.
- 9.2. Where we disclose Personal Information to a third party in another country, we put safeguards in place to protect your Personal Information. We observe strict privacy and security standards, both during transit of your data and at the overseas transit destination.
- 9.3. You may not have the same rights to protect your data in these countries as you do in Australia. Where your data has been transferred to a country abroad, it will be treated in accordance with the purposes described in this Privacy Statement.
- 9.4. If your Personal Data is transferred from the EEA to a country or international organisation outside of Australia, we will ensure that we have approved transfer mechanisms in place to protect your Personal Information adequately (for example, by entering the European Commission's Standard Contractual Clauses for data protection for data that is transferred internationally or ensuring the entity is Privacy Shield certified for data transfer to third parties based in the United States).

## 10. Security of your Personal Information

1. Cricketer Exchange is committed to ensuring that the Personal Information you provide to us is secure.
2. To prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure information and protect it from misuse, interference, loss and unauthorised access, modification and disclosure.
3. It is important that you keep your Subscriber Account secure with your Login Information. You must not give your Login Information to any other person. You must notify us immediately if you are aware, or believe, that someone other than yourself without authorisation has access to your Subscriber Account. You should also take

measures, such as changing your Login Information regularly, so that your Subscriber Account is secure.

## **2. Access to your Personal Information**

- 2.1. You may request details of Personal Information that we hold about you in accordance with the provisions of the *Privacy Act 1988* (Cth).
- 2.2. If you would like a copy of your Personal Information or believe that your Personal Information is inaccurate, out of date, or incomplete, please **Contact us** via the support page on our Site located at <www.cricketerexchange.com> or using the contact details provided below.
- 2.3. We will require you to verify your identity and to specify what information you require or wish to up-date.
- 2.4. We request that you keep your information as current as possible so that we may continue to improve our supply of Services to you.
- 2.5. We reserve the right to refuse to provide you with data that we hold about you, in certain circumstances set out in the *Privacy Act 1988* (Cth).

## **3. Third-party tools and cookies**

- 3.1. We use technologies and third-party services that use Google Analytics, pixels, tags and web beacons (code snippets) on our Site to improve user experience, the supply of our Services and to analyse how our Site is used.
- 3.2. The information collected is mostly anonymous traffic Personal Information aside from the approximate location (IP address) and may include browser type, device information, and language. The information collection is in aggregate form so that it cannot identify any individual user and provides an overview of how people use our Site. It is not used for any additional purpose.
- 3.3. We may use cookies on our Site. Cookies are very small files which a Site uses to identify you when you come back to the Site and to store details about your use of the Site. In addition, cookies may be used to serve relevant ads to Site visitors through third party services such as Google AdWords.

## **4. Intellectual Property Rights**

- 4.1. Intellectual property including any trade marks, service marks, trade names and any other proprietary designations are owned, registered or licensed by us. Any other trade marks, service marks, logos, trade names and any other proprietary designations are the trade marks or property of the respective parties.
- 4.2. Trademarks used on this site to describe companies and their products are trademarks of those companies or the registered proprietor of the relevant trademark and may not be copied, downloaded, reproduced, modified, or distributed in any way (except as an integral part of an authorised copy of material appearing at this site) without prior written permission.
- 4.3. We retain all right, title and interest in and to the copyright material on this Site and delivered under our Services.

## **5. Disclaimer and No Liability**

- 5.1. Your use of our Site is at your own risk and you acknowledge and agree that the information contained on this Site is provided for general informative purposes only.
- 5.2. Cricket Exchange makes no representation or warranty as to the accuracy or completeness of any such information.
- 5.3. To the extent permitted by law, we disclaim liability, whether based in contract, tort, negligence, strict liability or otherwise, for damages of any kind (including, but not limited to, direct, indirect, incidental, consequential, special, punitive or exemplary damages) in any way arising from the functionality, operation or the information provided by the Site including but not limited to damages arising from interruptions of service or delays in operation or transmission even if we are expressly advised of the possibility of such damages.
- 5.4. This exclusion includes (but is not limited to) loss or damage you might suffer because of any of the following:
  - (a) reliance on the completeness, accuracy, suitability or currency of the information on the Site (including third-party material and advertisements);
  - (b) failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, virus or other harmful component, loss of data, communication line failure, unlawful third-party conduct, or theft, destruction, alteration or unauthorised access to records;
  - (c) accessing any sites or servers maintained by other organisations through links on the Site or any communication from the Site. Links are provided for the convenience of users of the Site only and without responsibility for the content or operation of those sites (unless otherwise stated, linked sites and the services are not endorsed by us and your linking to any such site is at your own risk);  
or
  - (d) the provision of credit card or other financial information, the failure to complete (or delay in completing) any transaction, or other loss or damage arising from any e-commerce transacted or attempted to be transacted on the Site (if any).
- 5.5. We do not warrant that the Site will be uninterrupted or free from error or that any defects on the Site will be corrected or that the Site or servers are free of viruses or other harmful conditions or components.
- 5.6. Although we take all appropriate security measures to protect your information, we cannot guarantee the security of information transmitted over the Internet. Please do not send sensitive or confidential information to us by email as transmission over the Internet cannot be completely guaranteed. We assume no responsibility for any loss of confidentiality or for the security of any information that you transmit to us electronically.

## **6. Third Party Information and Links**

- 6.1. Our Site may from time to time have links to other websites not owned or controlled by us or otherwise we may refer to third-party information on the Site.
- 6.2. Please note that we are not responsible for the privacy practices of other websites. It is the responsibility of the individual Internet user to make decisions regarding the relevance, accuracy, currency and/or reliability of information found on other websites.

## **7. Changes to Privacy Policy**

Please be aware that we may change this Privacy Policy in the future. We may modify this Privacy Policy at any time, in our sole discretion and all modifications will be effective immediately upon our posting of the modifications on our Site or notice board. Please check back from time to time to review our current Privacy Policy.

## **8. Complaints about privacy**

8.1. If you have any questions or concerns about our collection, use or disclosure of your Personal Information, or if you would like to seek access to your Personal Information we hold, you should [Contact Us](#) using our details provided below.

## **9. Our contact details**

9.1. You can contact us:

- (a) using the support section provide on our website located at <www.cricketerexchange.com>;
- (b) by telephone, on the contact number published on the Cricketer Exchange Site; or
- (c) by email using the email address published on the Cricketer Exchange Site (from time to time).

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