PRIVACY POLICY

SonaSafe 20/20 Pty Ltd ACN 676 934 526 (SonaSafe) Last updated November 1st, 2026.

1 APPLICATION

1.1 SonaSafe takes your privacy seriously and is committed to protecting your privacy in accordance with the *Privacy Act 1988* (Cth) (**Privacy Act**), including the Australian Privacy Principles (**APPs**). This Privacy Policy explains how SonaSafe collects, uses, holds and discloses your Personal Information. It applies to all interactions you have with SonaSafe including, without limitation, its provision of products and services, including the SonaSafe Products and Services to you and your use of SonaSafe's website, software, app or other platforms.

1.2 By placing an order with SonaSafe, entering into any written agreement with SonaSafe and/or using the SonaSafe Products and Services (whether the relevant order is completed or the SonaSafe Products and Services are provided), you consent to SonaSafe collecting, holding, using and disclosing your Personal Information in accordance with this Privacy Policy.

1.3 SonaSafe may amend this Privacy Policy from time to time. SonaSafe will update the latest Privacy Policy on its website www.sonasafe.com.au if material changes are made to this Privacy Policy, SonaSafe will notify you. Please ensure you regularly check the SonaSafe website for updates to this Privacy Policy.

2 DEFINITIONS

2.1 In this Privacy Policy, unless the context otherwise requires:

(a) **Business Day** means a day other than a Saturday, Sunday or public holiday relevant to the Customers head office, Australia;

(b) **IT** means information technology;

(c) **Non-Identifying Information** means information that cannot be used to identify an individual;

(d) **Personal Information** has the meaning given to it in the Privacy Act;

(e) **Privacy Act** means the *Privacy Act 1988* (Cth) and includes any amendments to, or replacements of, that Act;

(f) **Privacy Policy** means this privacy policy as updated from time to time and made available on SonaSafe's website;

(g) **Sensitive Personal Information** means 'sensitive information' as defined in the Privacy Act, including (without limitation) information or an opinion about an individual's racial or ethnic origin, political opinions, religious beliefs, sexual orientation or criminal record, health information and biometric information;

(h) **Services** has the meaning given to that term in the SonaSafe Australian Terms;

(i) **SonaSafe Dashboard** has the meaning given to that term in the SonaSafe Australian Terms;

(j) **SonaSafe Products** has the meaning given to that term in the SonaSafe Australian Terms;

(k) **You/Your** means the individual who SonaSafe collects the Personal Information from and about.

2.2 Capitalised terms not otherwise defined in this Privacy Policy will have the meanings given to those terms in the SonaSafe Australian Terms.

3 HOW SONASAFE COLLECTS YOUR PERSONAL INFORMATION

3.1 This Privacy Policy relates to your Personal Information that is supplied to SonaSafe or collected by SonaSafe, including:

(a) **Contact information:** your name, position, role, company or organisation, telephone number, email, driver's licence number, postal address and emergency contact details;

(b) **Communications:** information provided in communications with SonaSafe including filling out any forms SonaSafe provides you with such as its credit account application form;

(c) **Business information:** data identifying you in relation to commercial dealings SonaSafe has with you or the business you represent;

(d) **Information from public sources:** for example, from LinkedIn and similar professional networks, directories or internet publications;

(e) **Financial information:** bank account details and other payment information (credit card details and billing address) or third-party payer details to process payment for the SonaSafe Products and Services (whether those products and services are supplied or not) and other applicable fees and charges;

(f) **Social media:** interactions with its social media presence including posts or likes;

(g) **Technical information:** obtained by accessing its website including IP address, time zone setting, browser plug–in types and versions, operating system you are using, device type, hardware model, Media Access Control (MAC) address, unique identifiers and mobile network information;

(h) **Online data:** obtained by accessing its website, software, app and its technology services, information about your visit, including URL clickstream to, through and from its website (including date and time), information about your network, such as information about devices, nodes, configurations, connection speeds and network application performance, pages viewed or searched for, page response times, download errors, length of visits and interaction information (such as scrolling, clicks, mouse-overs) and other similar information and whether you click on particular links or open SonaSafe's emails;

(i) **SonaSafe Dashboard user information:** the first and last name and company email address of users who sign in to the SonaSafe Dashboard;

(j) **Tag and alert data:** the unique identifier of a worker-worn tag, any label that a customer pairs with a tag (such as a name or employee ID), including through the sign-in kiosk, and alert data captured when a proximity alert is triggered, including the date, time, vehicle speed, GPS location of the vehicle, tag ID and distance;

(k) **Vehicle location data:** real-time GPS location of vehicles fitted with SonaSafe Products, which may be associated with the vehicle operator; and

(l) **Video footage:** where a customer selects this optional feature, video footage recorded by SonaSafe cameras and stored on a SonaSafe device or in a cloud environment. SonaSafe cameras do not record audio.

3.2 SonaSafe may receive Personal Information directly from you, the company you represent, or third parties who assist SonaSafe with its legal obligations. This information may be exchanged over the phone, by email, text message, in person, audio-visual conferences or in any other form of written communication or through an online enquiry form on its website.

3.3 Where the SonaSafe Products are used at a customer's site, SonaSafe may collect your Personal Information from that customer (for example, your employer) or from its appointed SonaSafe partner, rather than from you directly. In these cases, SonaSafe relies on the customer to notify you about the collection and use of your Personal Information, as may be required by law (including any applicable surveillance or workplace surveillance laws).

3.4 If you send SonaSafe an email containing Personal Information, SonaSafe will use all reasonable endeavours to ensure the confidentiality of that information. SonaSafe's internet host and its IT support service providers may monitor emails for maintenance and fault detection purposes. SonaSafe may also monitor emails to ensure that it is complying with its legal obligations. SonaSafe may forward emails to related service providers and other third parties to assist with the management of its business or where the email contains feedback or complaints.

3.5 SonaSafe does not collect Personal Information about your online activities across third party websites or online services. If you do not wish to provide Personal Information to SonaSafe, then you do not have to do so, however it may affect your use of its website and its ability to provide you with the SonaSafe Products and Services.

3.6 Where it is lawful and reasonable for you to do so, you have the right to deal with SonaSafe on an anonymous or pseudonymous basis. As permitted by law, and subject to the following, SonaSafe will give you the option of not identifying yourself, or of using a pseudonym, in dealing with SonaSafe. However, if you choose to interact with SonaSafe in an anonymous or pseudonymous fashion, or you do not provide SonaSafe with Personal Information on request, then SonaSafe may be unable to provide you with the SonaSafe Products and Services you request.

3.7 SonaSafe reserves the right to verify your identity in certain circumstances. For example, SonaSafe may need to verify your identity when you request that SonaSafe provide certain products or services to you, in order to liaise with other service providers and in order to comply with its statutory and regulatory obligations. Additionally, when you request access to or correction of the Personal Information SonaSafe holds about you, or when you wish to make a complaint regarding how SonaSafe has handled your Personal Information, SonaSafe reserves the right to verify your identity and contact details in order

to facilitate its satisfaction of your access or correction request, or to investigate and to deal with your complaint.

3.8 Generally, SonaSafe only collects Personal Information when it is specifically requested or when SonaSafe takes active steps to collect that information. From time to time, however, Personal Information about an individual may be provided or volunteered to SonaSafe on an unsolicited basis. Where SonaSafe receives Personal Information on an unsolicited basis, then (in accordance with its statutory obligations), SonaSafe will promptly determine whether such Personal Information could lawfully have been collected had SonaSafe requested the information or had otherwise actively sought the provision of such information. If it could not, SonaSafe will, as soon as practicable and where lawful and reasonable to do so, destroy the information or ensure that it is de-identified.

4 HOW AND WHY SONASAFE USES YOUR PERSONAL INFORMATION

4.1 SonaSafe collects, holds, uses and discloses your Personal Information for various reasons, including the following purposes:

(a) to enable SonaSafe to provide you with the SonaSafe Products and Services, including to operate the safety functions of the SonaSafe Products, including detecting the proximity of tags and vehicles, generating alerts and, where configured, slowing vehicles, and to make alert data, vehicle location data and (where selected) video footage available to authorised users of the SonaSafe Dashboard;

(b) to communicate with you including sending you quotes or order confirmations, emailing you an invoice or arranging for the delivery of the SonaSafe Products and Services;

(c) to contact you to send you information about SonaSafe Products and Services (including important notices relating to changes or improvements to SonaSafe Products and Services);

(d) to assist you with information and providing support where you have queries or issues in respect of the SonaSafe Products and Services or website, including enquiries made before entering into a contract with SonaSafe;

(e) to monitor and enforce any Security Interest SonaSafe may hold in accordance with the SonaSafe Australian Terms;

(f) to monitor its website, the SonaSafe Dashboard and any other technology services, to ensure they are used appropriately and working as intended, including tracking outages, unauthorised use, or troubleshooting issues that you report to SonaSafe;

(g) to protect its information and technology platforms from hacks, or identifying and addressing malware and other security threats;

(h) to comply with the law, including auditing and reporting requirements, and to assist government and law enforcement agencies or regulators (and SonaSafe reserves the right to obtain further information from you to comply with the law if required);

(i) to manage its relationship with you;

(j) to operate, maintain, develop and improve its website, the SonaSafe Dashboard and the SonaSafe Products and Services, including for statistical and analytics purposes, and to notify you of changes to the SonaSafe Australian Terms or this Privacy Policy;

(k) to further its legitimate business interests or those of a third party provided those do not override any interest or rights you have as an individual;

(l) to ask you to participate in surveys and questionnaires, to administer those you agree to complete, and to gather feedback about its performance;

(m) to comply with its contractual obligations, to resolve disputes and to enforce its agreements, including the SonaSafe Australian Terms;

(n) to share information with its related entities for the purposes described in this Privacy Policy;

(o) for record keeping and administrative purposes, and to consider applications for employment with SonaSafe;

(p) for fraud, loss and other crime prevention purposes, and to assist in the investigation of suspected illegal or wrongful activity;

(q) to protect and defend its rights and property, or the rights or safety of third parties;

(r) in connection with a contemplated or actual reorganisation, financing, sale or other transaction involving all or part of its business or assets, including to permit due diligence;

(s) to maintain a safe working environment for its staff and contractors; or

(t) to identify and tell you about other products or services that SonaSafe thinks are of interest to you.

4.2 Non-Identifying Information may be collected to assist SonaSafe to understand how its customers use its products, services and website. Non-Identifying Information may be collected, used, stored and disclosed at SonaSafe's discretion and is not subject to this Privacy Policy.

4.3 You consent to SonaSafe contacting you in respect of the purposes set out above. This consent includes contact by electronic message pursuant to the *Spam Act 2003* (Cth) or any equivalent legislation in any other relevant jurisdiction.

4.4 Where you receive electronic marketing communications from SonaSafe, you may opt out of receiving further marketing communications by following the opt-out instructions provided in the communication. You may also opt out of receiving any direct marketing from SonaSafe at any time by contacting SonaSafe using the details in this Privacy Policy. SonaSafe will give effect to your request within a reasonable period and free of charge.

4.5 If there is a change of control in SonaSafe's business or a sale or transfer of business assets, you consent to SonaSafe transferring (to the extent permissible at law) its user databases, together with any of your Personal Information and Non-Identifying Information contained in those databases to the new purchaser.

5 WHY SONASAFE USES SENSITIVE PERSONAL INFORMATION

5.1 SonaSafe will only collect and use Sensitive Personal Information if:

(a) you consent and the information is reasonably necessary for one or more of SonaSafe's functions or activities;

(b) SonaSafe reasonably believes that it is necessary to lessen or prevent a serious threat to the life, health or safety of any individual, or to public health or safety, and it is unreasonable or impracticable to obtain your consent, for example, in medical emergencies;

(c) this is reasonably necessary to establish, exercise or defend a legal or equitable claim;

(d) SonaSafe has reason to suspect unlawful activity or serious misconduct relating to its functions or activities, and reasonably believes that the collection or use is necessary to take appropriate action; or

(e) it is required or authorised by or under an Australian law or a court or tribunal order, or as otherwise permitted by the Privacy Act.

6 WHO SONASAFE SHARES YOUR PERSONAL INFORMATION WITH

6.1 SonaSafe will only disclose your Personal Information for the purposes for which it was collected, for a related secondary purpose that you would reasonably expect, with your consent, or where otherwise permitted or required by law. SonaSafe may share your information with others as follows:

(a) **Related entities**: who assist SonaSafe in providing the SonaSafe Products and Services and/or undertaking research and development;

(b) **Customers and partners**: authorised users of the SonaSafe Dashboard for the relevant customer site, including the customer and its appointed SonaSafe partner, who may access alert data, vehicle location data and (where selected) video footage;

(c) **Suppliers:** who provide its business with goods and services;

(d) **Shared service centres**: that SonaSafe or third parties operate including for IT services, marketing, risk management and office support services;

(e) **Financial institutions**: for payment processing;

(f) **Credit agencies**: to obtain information such as a credit report to assess any application of credit you make with SonaSafe;

(g) **Law enforcement bodies and its regulators**: or authorities in accordance with law or good practice;

(h) **Appropriate parties in the event of emergencies**: to protect the health and safety of you and others;

(i) **Family or representative**: any person, family member, representatives or other organisations that you have consented to, or where SonaSafe is required, permitted, authorised or otherwise directed to by law;

(j) **Advertising networks and analytics service providers**: to support and display ads on its website, apps and other social media tools;

(k) **Third parties**: in the context of the acquisition or transfer of any part of its business or in connection with the business reorganisation; and

(l) **Independent contractors**: including website designers, mailing and courier services, printers and distributors of direct marketing material and external advisors such as auditors, lawyers and debt collectors.

7 DISCLOSURE OF YOUR PERSONAL INFORMATION TO OVERSEAS RECIPIENTS

7.1 SonaSafe may disclose your Personal Information to recipients located outside Australia, including to its related entity SonaSafe 20/20 Limited in New Zealand.

7.2 Other than to this related entity, SonaSafe generally does not disclose Personal Information to recipients located outside of Australia. However, SonaSafe may engage third party service providers (including cloud providers and website hosting providers) that provide some or all of their services to SonaSafe from location(s) outside Australia.

7.3 Before SonaSafe discloses Personal Information to recipients outside of Australia, it will take reasonable steps to ensure that such recipients deal with the Personal Information to which they have access in a manner consistent with this Privacy Policy and in compliance with the requirements of the Privacy Act.

8 HOW SONASAFE HOLDS YOUR PERSONAL INFORMATION

8.1 SonaSafe may keep your Personal Information in physical and electronic form (or a combination). SonaSafe will store and process this information securely using good practice and physical, technical and administrative security measures. These measures include:

(a) the use of identity and access management technologies to control access to systems on which information is processed and stored;
(b) requiring all employees to comply with internal information security policies and keep information secure;
(c) requiring all employees to complete training about information security; and
(d) monitoring and regularly reviewing its practices against its own policies and against industry best practice.

8.2 Although SonaSafe will take reasonable measures to protect your Personal Information from misuse, interference or loss, unauthorised access, modification or disclosure, it cannot guarantee the security of information you transmit. Any transmission is at your own risk.

9 HOW LONG SONASAFE HOLDS YOUR PERSONAL INFORMATION FOR

9.1 SonaSafe retains the data it collects for different periods of time depending on what it is and how it uses the data. SonaSafe generally keeps your information, including your Personal Information, as needed to provide the SonaSafe Products and Services to you, comply with legal, accounting or regulatory requirements or to deal with claims. Once SonaSafe no longer needs to hold your Personal Information, SonaSafe will destroy it (either by shredding physical documents or permanently deleting electronic information from its server, subject to any back-up records).

10 HOW YOU CAN CORRECT YOUR PERSONAL INFORMATION

10.1 SonaSafe takes reasonable steps to ensure that the Personal Information it collects, uses and discloses is accurate, complete, up to date and relevant. However, the accuracy of the Personal Information SonaSafe holds largely depends on the information you provide. If you believe any of your Personal Information that SonaSafe holds is inaccurate, out of date, incomplete, irrelevant or misleading, please contact SonaSafe in writing. It is your responsibility to advise SonaSafe of any changes to your Personal Information (for example change of residential address, email address or phone number). Any written request by you cannot be unreasonably withheld by SonaSafe and SonaSafe will respond within a reasonable period (but being no more than 30 days after your request). In some limited circumstances SonaSafe may not make requested corrections to Personal Information, in which case SonaSafe will provide you with written reasons for this decision.

10.2 You can withdraw your consent relating to Personal Information which you have given to SonaSafe at any time. However, this will not affect any actions which SonaSafe has taken in respect of your Personal Information prior to your consent being withdrawn. In some cases, SonaSafe may be required by law to continue to hold and/or use your Personal Information to meet legal requirements, in which case SonaSafe will do so, to the extent required by law.

11 HOW YOU CAN ACCESS YOUR PERSONAL INFORMATION

11.1 All individuals have a right to request access to their Personal Information and to request its correction. Please contact SonaSafe if you would like to access the Personal Information it holds about you. SonaSafe will generally provide you with access to your Personal Information within a reasonable period (but generally being no more than 30 days after your request). There are some circumstances in which SonaSafe is not required to give you access to your Personal Information, including where:

(a) SonaSafe reasonably believes that giving access would pose a serious threat to the life, health or safety of any individual, or to public health or public safety;
(b) giving access would have an unreasonable impact on the privacy of other individuals;
(c) the request is frivolous or vexatious;
(d) the information relates to existing or anticipated legal proceedings between you and SonaSafe, or to current negotiations between you and SonaSafe;
(e) giving access would be unlawful, or would be likely to prejudice an investigation of unlawful activity; or
(f) denying access is required or authorised by or under an Australian law or a court or tribunal order.

11.2 If SonaSafe denies or restricts your access, SonaSafe will explain why in writing and tell you how you can complain about the refusal.

11.3 There is no charge for requesting access to your Personal Information, but SonaSafe may require you to meet its reasonable costs in providing you with access (such as photocopying costs or costs for time spent on collating large amounts of material). SonaSafe will respond to your requests to access Personal Information in a reasonable time (but being no more than 30 days after your request).

12 GOOGLE ANALYTICS

12.1 SonaSafe uses Google Analytics on its website. Google Analytics collects and processes data by using the website's cookies to analyse the use of the website, including how long users spend on each webpage, and collects other online data described above. This information is used mainly for the optimisation of the website to enhance the user experience. The data collected by Google is transmitted to a server in the United States (or other countries outside of Australia). You can review how Google uses data by clicking on the following link: https://policies.google.com/technologies/partner-sites.

13 COOKIES AND SIMILAR TECHNOLOGIES

13.1 SonaSafe may use and collect data through cookies (including persistent cookies) and other similar technology (such as web beacons) on its website. You can opt out of its use of cookies.

13.2 Its website, email updates and other communications may, from time to time, contain links to and from the websites of others. The Personal Information you provide through these websites is not subject to this Privacy Policy and the treatment of your Personal Information by such websites is not its responsibility. If you follow a link to any other websites, please note that these websites have their own privacy policies which will set out how your information is collected and processed when visiting those sites.

14 CONTACT SONASAFE

14.1 If you have any questions about how SonaSafe uses, stores, discloses or otherwise manages your Personal Information or have any concerns about its compliance with the Privacy Act, please contact:

SonaSafe 20/20 Pty Ltd
C/o BDO Australia
Collins Place Level 25
35 Collins Street
MELBOURNE VIC 3000
Australia

14.2 info@sonasafe.com.au SonaSafe will respond to your concerns or complaint as soon as reasonably practicable (and no more than 30 days after your request). If you are for whatever reason not satisfied with the response or resolution of your concerns or complaint, you can contact the Office of the Australian Information Commissioner at www.oaic.gov.au or on 1300 363 992.