

## Privacy Policy

This Privacy Policy constitutes a legal agreement between you, as the user of the Website, and Thames Capital Group Pty Ltd, as the owner of the Website. Throughout this Privacy Policy we will refer to you as "you", and we will refer to **Thames Capital Group Pty Ltd** as "**we**", "**us**" or "**Thames Capital**".

### 1. Application

This Privacy Policy sets out the principles governing our use of your Personal Data (we define the term "Personal Data" below). It applies to you as you first use the Website, and you are deemed to have agreed to be bound by it upon your first use of the Website. If you do not wish to continue to be bound by this Privacy Policy, please stop using the Website. You must not provide us with any personal information if you are under the age of 18.

### 2. Relationship to Other Agreements

In addition to this [Privacy Policy](#), our Terms of Use and Risk Warning applies to you and everyone else who uses the Website. We refer to the Privacy Policy, Terms of Use and Risk Warning, as the "Website Agreements".

During the course of your use of the Website, you may choose to agree to be bound by certain other agreements and the Website Agreements will continue to apply to you even after you have agreed to any other agreement with Thames Capital Group Pty Ltd.

### 3. Collecting Your Personal Data

When you use the Website (visit, provide feedback, request information) or contact us via email, telephone, post or fax or other medium outside of the website, we may ask you to provide certain personal information including, but not limited to;

- your contact details (email, telephone – mobile and landline),
- your personal and business name and postal addresses
- Australian Business number (ABN)/Australian Company Number (ACN)

We may supplement the personal information you provide us with information about you that we receive from third parties. We refer to all of this information – both what you provide us and what we collect from other sources – as your "Personal Data".

### 4. Processing and Storing Your Personal Data

The principal purposes for which we process and may store your Personal Data are:

- To improve the services provided on via our Website.
- To provide you with information about our business on other selected deals we think may be of interest to you (unless you have asked us not to do so).
- To enable us to comply with our legal and regulatory obligations, including reporting to regulators and governmental authorities.

### 5. We Will Not Share Your Personal Data & Overseas Disclosures

Any of your Personal Data that is collected by Thames Capital Group Pty Ltd or its affiliates will be kept confidential by Thames Capital Group Pty Ltd and its affiliates, and we will not disclose it to any third parties. The only exceptions to this are:

- We may disclose certain of your Personal Data to third-party service-providers solely in the course of their provision of services to Thames Capital Group Pty Ltd, and you acknowledge and agree that in doing so your Personal Data may be transferred outside of Australia internationally. We will take reasonable precautions to ensure that these service-providers are obligated to keep confidential any of your Personal Data that they use.
- We may disclose certain of your Personal Data if we are required to do so by law, regulation or the order of court or other legitimate government body or arbitration panel. This includes, among other things, any Personal Data that may be required or authorised by law, including without limitation the Australian Privacy Principles under the Privacy Act 1988 (Cth).

## **6. Changes of Business Ownership and Control**

We may, from time to time, expand, reduce or sell our business, and this may involve the transfer of certain divisions or the whole business to other parties. Your Personal Data will, where it is relevant to any division so transferred, be transferred along with that division and the new owner or newly controlling party will, under the terms of this Privacy Policy, be permitted to use your Personal Data for the purposes for which it was supplied by you.

## **7. Security of Your Personal Data**

We endeavour to take all reasonable steps to protect your Personal Data. However, we cannot guarantee the security of any Personal Data you disclose online. In using the Website, you accept the inherent security implications of engaging in transactions online over the internet, and you agree that you will not hold us responsible for any breach of security unless we have been grossly negligent or in wilful default.

## **8. Use of Cookies**

"Cookies" are small files that reside on your computer's hard drive, generally contain an anonymous unique identifier and are accessible only by the website that placed them there and not any other sites. We may set and access Cookies on your computer.

To the extent that we have third-party advertisements on the Website, those third parties may also place, set and access Cookies on your computer. They do this to track how many unique users have seen a particular advertisement and to provide advertisements that are more relevant to a given user's interests. We do not have access to these cookies, and other than allowing them to be served, we play no role in these Cookies at all.

You can choose to enable or disable Cookies in your web browser. By default, your browser will accept Cookies, however this can be altered. In addition, you may delete Cookies that have already been placed on your hard drive. For further details please consult the help menu in your browser. Disabling or deleting Cookies may prevent you from using the full range of services available on the Website.

## **9. Communications between You and Us**

We may intercept, record and/or monitor any communication(s) (including telephone calls or other electronic communications) between you and us. We may do so in order to resolve queries in the future and for the purposes of ensuring security, staff training and complying with our regulatory and legal responsibilities.

In the case of communications by email you should note that, as emails are not encrypted (and may therefore be intercepted by third parties) and as the identity of the sender cannot be confirmed, you must not provide any security details by email and should avoid providing any Personal Data to us by email.

## **10. Obtaining Copies of Your Personal Data**

In the event that you wish to see a copy of all of your Personal Data held by us, please contact via the following mediums:

In Writing: Thames Capital Group Pty Ltd, L21, 68 Pitt Street, Sydney, NSW, 2000, Australia

Email: [Info@thamescapitalgroup.com.au](mailto:Info@thamescapitalgroup.com.au)

Telephone: +61 (2) 8958 8221

## **11. Changes to Your Personal Data**

If you believe that any of the Personal Data we hold about you is inaccurate, you may contact us at one of the mediums provided in section 10 in order to correct it.

It is your responsibility to ensure that any Personal Data you have provided to us remains accurate and to notify us if there are any changes in your Personal Data.

## **12. Severability**

We have made every effort to ensure that this Privacy Policy adheres strictly with the relevant provisions of the Australian Privacy Principles under the Privacy Act 1988 (Cth) and other applicable laws. However, in the event that any of these provisions are found to be unlawful, invalid or otherwise unenforceable, this provision is to be deemed severed from this Privacy Policy and shall not affect the validity and enforceability of the rest of the Privacy Policy. This clause on "Severability" shall apply only within jurisdictions where a particular term is illegal.

## **13. No Waiver**

In the event that either you or we fail to exercise any right or remedy contained in this Privacy Policy, that does not mean you or we (as applicable) have waived that right or remedy and so shall not be construed as a waiver.

## **14. Revisions**

From time to time we may update this Privacy Policy to take account of changes in the law or for any other reason. If we update this Privacy Policy, we will post a new version on the Website, and as soon as you use the Website after they are posted, you will be deemed to have agreed to the updated version, but you will still be bound by the terms of any previous versions to which you have agreed or been deemed to agree. If there is a conflict between two versions of the Privacy Policy to which you have agreed or been deemed to agree, the more recent version shall take precedence unless it is expressly stated otherwise.

## **15. Communications**

If you wish to communicate with us about anything related to this Privacy Policy, you may do so by contacting our Data Protection Officer via one of the mediums provided in section 10.

## **16. Choice of Law**

This Privacy Policy shall be governed by and construed in accordance with the laws of New South Wales, Australia.

## **17. Jurisdiction**

You agree to submit to the exclusive jurisdiction of the courts of New South Wales, Australia. This means that if you want to bring a legal action against us, or we want to bring a legal action against you, it must be done in one of these State courts.

## **18. Definitions**

We have used a few capitalised terms in this agreement, which means that they have specific definitions. In some cases the definition is set out when they are first used, but in a few cases we give the meaning below instead.

- Privacy Policy means the privacy policy of the Website, available at [Privacy Policy](#);
- Terms of Use means the terms of use of the Website, available at [Terms of Use](#);
- Risk Warning means the risk warning of the Website, available at [Risk Warning](#), and:
- Website means the website that you are currently using [www.ThamesCapitalGroup.com.au](http://www.ThamesCapitalGroup.com.au) and any sub-domains of this site unless expressly excluded by their own terms and conditions.