



## About this Policy

This policy applies to the Nimble website (Website) and any Mobile Applications (App) (collectively referred to as Site), which is operated on behalf of Nimble Australia Pty Ltd ACN 135 501 807 and Australian Credit Licence Number 386010 and its related bodies corporate (we, us and our).

We are committed to protecting your privacy.

This policy explains how your personal information will be treated as you access and interact with this Site.

Our policy may change from time to time.

You should check our website from time to time for our latest policy.

## Collection and use of information

We may collect personal information from you directly or via your use of our services. We will only collect personal information which is reasonably necessary for, or directly related to, our functions or activities. In certain circumstances, the data collected by us or our third party service providers through use of cookies, pixels, click re-directs and tag containers may constitute personal information. For more information about the purposes for which we collect, hold and use your personal information, please see our Privacy Policy at /aboutus/privacy-policy.

We or our service providers may collect the following types of Site related information:

- Information in relation to your web page 'http headers' and home server domain names, IP address, the type of computer you are using, and the type of web browser you are using.
- We also collect information, on what pages visitors to our Site access. This information can be both user specific or collected in aggregate.
- We receive and store certain types of information, ie 'cookies', whenever you interact with our Site.
- The email addresses of visitors that communicate with us via email.

To ensure that we are providing materials of interest to you, we may monitor whether you opened a particular email or have clicked on the images or links therein.

- To enhance usability and for website behavioral analysis, we collect information related to the way in which you use our website; in particular, whether you complete online forms or, if not, where you drop off as well as your movement around the page.

## Sensitive information

Sensitive information is any information about a person's racial or ethnic origin, political opinion, membership of a political association, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual preferences or practices, criminal record or health information.

We will not ask you to disclose sensitive information, but if you elect to provide sensitive information it may also be captured and stored where you have consented to us collecting and holding such sensitive information and we determine that the information is reasonably necessary for one or more of the purposes outlined in our Privacy Policy

## Information from third parties

Our Site also contains links to the websites of third party providers of goods and services (Third Party websites). If you have accessed Third Party websites through our Site and if those third parties collect information about you, we may also collect or have access to that information as part of our arrangements with those third parties.

Where you access a Third Party website from our Site, cookie information, information about your preferences or other information you have provided about yourself may be shared between us and the third party.

## Advertising and tracking

When you view our advertisements on a Third Party website, the advertising company uses 'cookies' and in some cases 'web beacons' to collect information such as: the server your computer is logged onto;

- your browser type;
- the date and time of your visit; and the
- performance of their marketing efforts.

When you access our Site after viewing one of our advertisements on a Third Party website, the advertising company collects information on how you utilise our Site (eg which pages you view) and whether you complete an online application.

We may use third party service providers that track your website usage behavior while on our website for the purposes of providing us with information to determine how better to organise our pages. We may also use such third parties to assist us conduct A/B testing.

## Cookies

We use 'cookies' to provide you with better and more customised service and with a more effective Site.

A 'cookie' is a small text file placed on your computer by our web page server. A cookie can later be retrieved by our webpage servers. Cookies are frequently used on websites and you can choose if and how a cookie will be accepted by configuring your preferences and options in your internet browser.

We or our service providers use cookies for different purposes such as:

- to allocate a unique number to your internet browsers; to customise our Site for you;
- for statistical and/or behavioral analysis purposes;
- to identify if you have accessed a Third Party Website;
- and for security purposes.

In certain circumstances, data collected from use of cookies may reasonably identify you and/or potentially constitute personal or sensitive information. By using our website you consent to our use of cookies pixels, click re-directs and tag containers and the data they may collect.

## Online applications

When you send a completed online application to us, we retain the information contained in that application. We are able to then use that information to provide any financial services that you require.

You may be able to also suspend and save online applications, so you can complete and send the applications at a later time. If you suspend or save your application, the information that you have entered will be retained in our systems so that you may recover the information when you resume

your application. Online applications that have been suspended or saved may be viewed by us.

We may use third party service providers to analyze the way you fill out our online forms.

We will not be liable or responsible for:

1. any failure to perform, or delay in the performance of, any of our obligations under this policy that is caused by any act or event beyond our reasonable control, including failure or suspension of public or private telecommunications networks;
2. the App not meeting your individual requirements or the App containing defects or errors, as the App has not been developed specifically for you. It is your responsibility to ensure that the facilities and functions of the App meet your requirements;
3. any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your mobile device, data or proprietary material due to your use of the App; or
4. breaches caused by a third party accessing your Nimble account as a result of your failure to ensure the security of access to the Site from your computer or mobile device.

## Security of information

The security of your information is very important to us.

We regularly review developments in security and encryption technologies. Unfortunately, no data transmission over the internet can be guaranteed as totally secure.

We take all reasonable steps to protect the information in our systems from misuse, interference, loss, and any unauthorised access, modification or disclosure.

If we no longer require your information, and we are legally permitted to, we will take all reasonable steps to destroy or deidentify the information.

We take reasonable steps to preserve the security of cookie and personal information in accordance with this policy and our Privacy Policy. If your browser is suitably configured, it will advise you whether the information you are sending us will be secure (encrypted) or not secure (unencrypted).

You understand that any message or information you send using the Site may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

All content and services on or available through the Site are provided on an 'as is' basis and we do not make any representation or give any warranty or guarantee in respect of the App or its content.

You indemnify and will keep us indemnified for any claims or liabilities that you or we may be liable for as a result of your breach of this policy.

You agree that by using the Site, you will be solely responsible for ensuring the security of access to the Site by third parties.

### **Direct marketing**

We will not use or disclose sensitive information about you for direct marketing purposes unless you have consented to that kind of use or disclosure.

We may use your personal information for direct marketing purposes. If you do not wish to receive direct marketing communications from us or from other organisations, you may submit a request [customercare@nimble.com.au](mailto:customercare@nimble.com.au). We will respond to your request as soon as practicable.

### **Disclosure to overseas entities**

We do not generally disclose personal information obtained from cookies to overseas entities in the course of our activities. In certain circumstances, data collected from use of cookies, pixels, click re-directs and tag containers may reasonably identify you and/or potentially constitute personal or sensitive information. By using our website you consent to our use of cookies pixels, click re-directs and tag containers and the data which they may disclose, including to overseas entities.

Please contact us on 133 156 or [customercare@nimble.com.au](mailto:customercare@nimble.com.au) if you would like further information.

### **App Conditions of Use**

Nimble owns and remains, at all times, the owner of the App. You must not otherwise copy, transmit, distribute, reproduce (for compensation or otherwise), licence, alter, adapt, reverse engineer or modify the whole or any part of the App in any way.

You acknowledge that rights in the App are licensed (not sold) to you, and that you have no rights in, or to, the App or the technology used or supported by the App other than the right to use each of them in accordance with this policy.

You may download the App to view, use and display the App on mobile devices for your personal purposes only. You must delete the App from a mobile device if you change that mobile device or intend to dispose of it.

You must:

1. not remove or tamper with any copyright notice attached to or contained in the App;
2. not use the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App or any operating system;
3. not use the App in any way that could damage, disable, overburden, impair or compromise the App, our systems or security or interfere with other users;
4. comply with any applicable law and regulation relating to downloading, using or otherwise exporting the technology used or supported by the App, which may include but is not limited to not using the App in a country where the use of the App is unlawful.

### **Trademarks and copyright**

All copyright, trade marks (including the registered Nimble trademark) and all other intellectual property rights in the Site and its content (including without limitation the pages screens, information and material) included in the Site and all software and source codes connected with the Site ("Intellectual Property") is owned by Nimble or its related companies unless otherwise noted. Any use of the Intellectual Property without Nimble express permission is prohibited.

This Policy was updated on 24 August 2016.