

# The Mama Coach - Privacy Policy

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## 1. ABOUT THIS POLICY

- 1.1. **Scope.** This Privacy Policy regulates how we collect, use and disclose *personal information*. The policy applies to any person that we may deal with from time to time including but not limited to people who contact us to seek information about, or assistance in relation to our Products and Services and any other person who we may deal with.
- 1.2. **Amendment.** We may change, vary or modify all or part of this Privacy Policy at any time in our sole discretion. It is your responsibility to check this Privacy Policy periodically for changes. If we adopt a new Privacy Policy:
- 1.2.1. we will post the new Privacy Policy on the applicable Platforms; and
  - 1.2.2. it will then apply through your acceptance of it by subsequent or continued use of the Platform and/or our Services.

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## 2. PURPOSE

### 2.1. Primary and Secondary Purposes.

We collect *personal information* from you and, subject to clause 3.2, you consent to us using your *personal information* (other than *sensitive information*) for the following Primary and Secondary Purposes:

- 2.1.1. to process and deliver our Products and Services including but not limited to connecting you to a Third Party Service Provider;
- 2.1.2. if you are, or wish to be, one of our Third Party Service Providers:
  - a) to assist you with the provision of Mama Coach educational services and information relating to motherhood;
  - b) to manage payments, fees and charges;
  - c) to collect and recover money owed to us; and
  - d) to manage our business relationships.
- 2.1.3. In the case of individuals seeking our Products or Services or enquiring about our Products and Services:
  - a) to personalise and customise your experiences with us;
  - b) to help us meet our contractual obligations;
  - c) to help us review, manage and enhance our Products and Services and develop insights used in reports or other content developed by us;
  - d) to offer additional benefits to clients;
  - e) to communicate with you, including by email, mobile and in-application notifications;
  - f) to investigate any complaints about or made by you, or if we have reason to suspect you have breached any relevant terms; and

- g) to do anything else as required or permitted by any law.

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## 3. WHAT WE COLLECT

- 3.1. **Personal Information.** *Personal information* we collect about you may include identification information such as your name, address, email address, phone number(s), passport details, immigration status, financial and payment information and such other information necessary or convenient for delivering our Products and Services. We also may collect additional information as part of our collection of Identity, Contact, Financial, Transaction, Technical, Marketing and Communications, Client and Profile information used for the Primary and Secondary Purposes. We may collect (and you consent to us collecting) the following *personal information* and *sensitive information* about you or your child: medical history and health concerns or risks (including an illness, disability or injury), care or representative details, informal support details, living and healthcare arrangements, health assessment results.
- 3.2. **Sensitive information.** *Sensitive information* is a special category of *personal information* and includes, but is not limited to, information about your health, race or ethnic origin, political or religious beliefs, membership of a trade union or association, or criminal record. Health information includes *personal information* collected from you in order to provide a health service. There are greater restrictions that apply to our collection, storage, use and disclosure of sensitive information under the Privacy Act. We will only collect, hold, use or disclose any *sensitive information* about you with your consent or if you volunteer such *sensitive information* to us.
- 3.3. **Health information.** The Mama Coach Inc is committed to safeguarding the privacy of your health information, and has implemented measures to comply with its obligations under applicable legislation. The Google Business servers we use to hold your health information are located in Australia.
- 3.4. **Collection as reasonably necessary.** The personal information we collect and hold in relation to each person we collect *personal information* from depends on whether you are a client or Third Party Service Provider.

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## 4. HOW WE COLLECT

- 4.1. **How we collect.** Your *personal information* may be collected:
- 4.1.1. if you are a client of Mama Coach or one of our Third Party Service Providers:
    - a) when you contact us to submit a query or request;
    - b) when you purchase any of our Products or Services;
    - c) when you purchase any products or services of our Third Party Service Providers;
    - d) through direct messaging in relation to our Products or Services on any; or

- e) through email correspondence in relation to our Products or Services.
- 4.1.2. In the case of individuals seeking our Products or Services or enquiring about our Products or Services:
- a) when you post information or otherwise interact with the Platforms;
  - b) from our Third Party Service Providers in connection with the services they provide to you;
  - c) when you complete an enquiry form, application, consent, purchase, account sign-up or similar form via our Platforms or otherwise;
  - d) when you participate in one of our surveys;
  - e) from those who request our Products or Services on your behalf;
  - f) from publicly available sources of information;
  - g) from government regulators, law enforcement agencies and other government entities;
  - h) from business contacts, external service providers and suppliers; or
  - i) by other means reasonably necessary.
- 4.2. **Third party collection.** If we collect any *personal information* about you from someone other than you, to the extent not already set out in this Privacy Policy, we will inform you of the fact that we will collect, or have collected, such information and the circumstances of that collection before, at or as soon as reasonably practicable after we collect such *personal information*.
- 4.3. **Authority.** If you provide us with the *personal information* of another individual, without limiting any other provision of this Privacy Policy, you acknowledge and agree that the other individual:
- 4.3.1. has authorised you to provide their *personal information* to us; and
  - 4.3.2. consents to us using their *personal information* in order for us to provide our Products and Services.
- 4.4. **Unsolicited information.** If we receive unsolicited *personal information* about you that we could not have collected in accordance with this Privacy Policy and the Privacy Act, we will, within a reasonable period, destroy or de-identify such information received.
- 4.5. **Anonymity.** If you would like to access any of our Products or Services on an anonymous or pseudonymous basis we will take reasonable steps to comply with your request, however:
- 4.5.1. you may be precluded from taking advantage of some or all of our Products and Services; and
  - 4.5.2. we will require you to identify yourself if:
    - a) we are required by law to deal with individuals who have identified themselves; or
    - b) it is impracticable for us to deal with you if you do not identify yourself.
- 4.6. **Destruction.** We will destroy or de-identify your *personal information* if:
- 4.6.1. the purpose for which we collected the *personal information* from you no longer exists or applies; or
  - 4.6.2. you request us to destroy your *personal information*, and we are not required by law to retain your personal information.
- 4.7. **Social Media Tools.** We use Facebook, Twitter, YouTube, Instagram, LinkedIn and may from time to time use other Social Media Tools.
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- 5. USE**
- 5.1. **Primary use.** We will only use and disclose your *personal information*:
- 5.1.1. for purposes which are related to the Primary and Secondary Purposes; or
  - 5.1.2. if we otherwise get your consent to do so, in accordance with this Privacy Policy and the Privacy Act.
- 5.2. **Reasonable uses.** We will not use your *personal information* for any purpose for which you would not reasonably expect us to use your *personal information*.
- 5.3. **Third parties.** We will not sell, trade, rent or licence your *personal information* to third parties.
- 5.4. **Direct marketing.** We will offer you a choice as to whether you want to receive direct marketing communications about our Products and Services. If you choose not to receive these communications, we will not use your *personal information* for this purpose.
- 5.5. We will otherwise only use or disclose your *personal information* for the purposes of direct marketing if:
- 5.5.1. we collected the information from you;
  - 5.5.2. it is reasonable in the circumstances to expect that we would use or disclose the information for direct marketing purposes;
  - 5.5.3. we provide you with a simple means to 'opt-out' of direct marketing communications from us; and
  - 5.5.4. you have not elected to 'opt-out' from receiving such direct marketing communications from us.
- 5.6. **Opt-out.** You may opt out of receiving such communications by contacting us using our contact details set out at clause 11.
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- 6. DISCLOSURE**
- 6.1. **How we disclose.** We may disclose *personal information* and you consent to us disclosing such *personal information* (other than (*sensitive information*)) to:
- 6.1.1. our suppliers and subcontractors (including but not limited to the operators of the servers hosting our email services, cloud storage services and the Platforms);

- 6.1.2. Third Party Service Providers who perform functions or provide Services on our behalf;
  - 6.1.3. relevant regulatory bodies in the industry in which we or you operate;
  - 6.1.4. our professional advisors, including our accountants, auditors and lawyers;
  - 6.1.5. persons authorised by you to receive information held by us;
  - 6.1.6. a government authority, law enforcement agency, pursuant to a court order or as otherwise required by law; or
  - 6.1.7. a party to a transaction involving the sale of our business or its assets.
- 6.2. **Overseas disclosure.** We may in some circumstances send your *personal information* (excluding *sensitive information*) to overseas recipients (including the United States and Canada) to enable us to provide our Products and Services to you.
- 6.3. **Overseas recipients.** Overseas recipients that may handle or process your data include (but are not limited to) the operators of the servers hosting of our email services, cloud storage services, and the Platforms.
- 6.4. **Sensitive Information and health information.** If we collect or hold your *sensitive information* (including health information) in accordance with clause 3.2, we may only disclose such *sensitive information* for the primary purpose for which it was collected (or if you would reasonably expect us to disclose the *sensitive information* for a purpose that is directly related to the primary purpose for which it was collected). We may not use or disclose your *sensitive information* to any Third Party except as required or permitted by law.
- 6.5. **Reasonable protections.** If we send your *personal information* to overseas recipients, we will take such steps as are reasonable in the circumstances to ensure there are arrangements in place to protect your *personal information* as required by the APPs.
- 6.6. **GDPR.** If we become aware that you are a citizen of, or are located within, the European Union at the time at which we collect *Personal Data* about you, or at the time at which we propose to transfer *Personal Data* about you overseas, we will take steps to ensure that we comply with Articles 45 to 49 of the GDPR in relation to the transfer of your *Personal Data* overseas. However, you acknowledge that as you are receiving the Services within Australia, you are required to provide us with written notice of our need to comply with the GDPR in relation to your *Personal Data* if you wish for us to take steps that are not already set out in this Privacy Policy.
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- 7. ACCESS + CORRECTION**
- 7.1. **Access.** If you require access to your *personal information*, please contact us using our contact details set out at clause 11. You may be required to put your request in writing and provide proof of identity.
- 7.2. **Exceptions.** We are not obliged to allow access to your *personal information* if:
- 7.2.1. it would pose a serious threat to the life, health or safety of any individual or to the public;
  - 7.2.2. it would have an unreasonable impact on the privacy of other individuals;
  - 7.2.3. the request for access is frivolous or vexatious;
  - 7.2.4. it relates to existing or anticipated legal proceedings between you and us and would not ordinarily be accessible by the discovery process in such proceedings;
  - 7.2.5. it would reveal our intentions in relation to negotiations with you in a way that would prejudice those negotiations;
  - 7.2.6. it would be unlawful;
  - 7.2.7. denying access is required or authorised by or under an Australian law or a court/tribunal order;
  - 7.2.8. we have reason to suspect that unlawful activity, or misconduct of a serious nature relating to our functions or activities has been, is being or may be engaged in and giving access would be likely to prejudice the taking of appropriate action in relation to the matter;
  - 7.2.9. it would likely prejudice one or more enforcement related activities conducted by, or on behalf of, an enforcement body;
  - 7.2.10. it would reveal commercially sensitive information; or
  - 7.2.11. a relevant law provides that we are not obliged to allow access to your *personal information* (e.g. the GDPR).
- 7.3. **Response to access request.** If you make a request for access to *personal information*, we will:
- 7.3.1. respond to your request within a reasonable period after the request is made; and
  - 7.3.2. if reasonable and practicable, give access to the *personal information* as requested.
- 7.4. **Refusal of access.** If we refuse to give access to the *personal information*, we will give you a written notice that sets out at a minimum:
- 7.4.1. our reasons for the refusal (to the extent it is reasonable to do so); and
  - 7.4.2. the mechanisms available to complain about the refusal.
- 7.5. **Correction.** We request that you keep your *personal information* as current as possible. If you feel that information about you is not accurate or your details have or are about to change, you can contact us using our contact details set out at clause 11 and we will correct or update your *personal information*.
- 7.6. **Response to correction request.** If you otherwise make a request for us to correct your *personal information*, we will:
- 7.6.1. respond to your request within a reasonable period after the request is made; and

- 7.6.2. if reasonable and practicable, correct the information as requested.
- 7.7. **Refusal to correct.** If we refuse a request to correct *personal information*, we will:
- 7.7.1. give you a written notice setting out the reasons for the refusal and how you may make a complaint; and
- 7.7.2. take reasonable steps to include a note with your *personal information* of the fact that we refused to correct it.
- 7.8. **Restriction.** If you are a citizen of, or are located within, the European Union at the time at which we collect *Personal Data* about you, or at the time at which you make a relevant request, we will take steps to ensure that we comply with a request by you to restrict the use of your *Personal Data* pursuant to Article 18 of the GDPR. You acknowledge that, depending on the nature of the restriction you request, we may be unable to provide you with some or all of our Products or Services (or any part of any Service) if we comply with your request. In such circumstances, we will advise you of our inability to provide or continue to provide you with the relevant Products or Services, and if you confirm that you would like us to proceed with your request, we may terminate a relevant agreement or other document with you in relation to our Products and Services.

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## 8. SECURITY + PROTECTION

- 8.1. **Reasonable protections.** In relation to all *personal information*, we will take all reasonable steps to:
- 8.1.1. ensure that the *personal information* we collect is accurate, up to date and complete;
- 8.1.2. ensure that the *personal information* we hold, use or disclose is, with regard to the relevant purpose, accurate, up to date, complete and relevant; and
- 8.1.3. protect *personal information* from misuse, loss or unauthorised access and disclosure.
- 8.2. **Security.** We store your *personal information* on a secure server behind a firewall and use security software to protect your *personal information* from unauthorised access, destruction, use, modification or disclosure. Only Authorised Personnel may access your *personal information* for the purposes of disclosure set out in clause 6 above.
- 8.3. **Obligation to notify.** Please contact us immediately if you become aware of or suspect any misuse or loss of your *personal information* occurring in connection with the Services.

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## 9. DATA BREACHES

- 9.1. **Compliance.** We are required to comply with the Notifiable Data Breaches scheme under Part IIIC of the Privacy Act.
- 9.2. **Investigation and assessment.** If we become aware that a Data Breach in respect of *personal information* held by us may have occurred, we will:

- 9.2.1. investigate the circumstances surrounding the potential Data Breach to determine whether a Data Breach has occurred; and
- 9.2.2. if a Data Breach has occurred, carry out a reasonable and expeditious assessment of whether there are reasonable grounds to believe that the relevant circumstances amount to an *eligible data breach*.
- 9.3. **Undertaking.** If we become aware that there has been an *eligible data breach* in respect of *personal information* held by us, and the *personal information* relates to you or you are at risk from the *eligible data breach*, we will ensure that either we, or a relevant APP entity that is the subject of the same *eligible data breach*:
- 9.3.1. prepare a statement that complies with subsection 26WK(3) of the Privacy Act;
- 9.3.2. provide a copy of the statement to the Office of the Australian Information Commissioner (**OAIC**); and
- 9.3.3. if it is practicable, notify you of the contents of the statement, or otherwise publish a copy of the statement on the Website and take reasonable steps to publicise the contents of the statement, as soon as practicable after the completion of the preparation of the statement.

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## 10. COMPLAINTS

- 10.1. **Complaint.** If you have a complaint about how we collect, use, disclose, manage or protect your *personal information*, or consider that we have breached the Privacy Act or APPs, please contact us using our contact details below. We will respond to your complaint within 14 days of receiving the complaint.
- 10.2. **Response and resolution.** Once the complaint has been received, we may resolve the matter in a number of ways:
- 10.2.1. **Request for further information.** We may request further information from you. Please provide us with as much information as possible, including details of any relevant dates and documentation. This will enable us to investigate the complaint and determine an appropriate solution.
- 10.2.2. **Discuss options.** We will discuss options for resolution with you and if you have suggestions about how the matter might be resolved you should raise these with our Privacy Officer.
- 10.2.3. **Investigation.** Where necessary, the complaint will be investigated. We will try to do so within a reasonable time frame. It may be necessary to contact others in order to proceed with the investigation. This may be necessary in order to progress your complaint.
- 10.2.4. **Conduct of our employees.** If your complaint involves the conduct of our employees we will raise the matter with the employees concerned and seek their comment and input in the resolution of the complaint.
- 10.3. **Notice of decision.** After investigating the complaint, we will give you a written notice about our decision.

10.4. **OAIC.** You are free to lodge a complaint directly with the OAIC online, by mail, fax or email. For more information please visit the OAIC website at [oaic.gov.au](http://oaic.gov.au).

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## 11. CONTACT

11.1. **Contact.** Please forward all correspondence in respect of this Privacy Policy to:

Privacy Officer  
The Mama Coach Inc.  
PO Box 24023  
Evergreen RPO  
Calgary, AB  
T2Y0J9  
[carrie@themamacoach.ca](mailto:carrie@themamacoach.ca)

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## 12. INTERPRETATION + DEFINITIONS

12.1. **Personal pronouns.** Except where the context otherwise provides or requires:

12.1.1. the terms **we**, **us** or **our** refers to **The Mama Coach Inc.**; and

12.1.2. the terms **you** or **your** refers to a user of the Platform and/or a customer to whom we provide the Product or Services or any other person from whom we collect *personal information* or data directly or indirectly.

12.2. Terms italicised and defined in the Privacy Act have the meaning given to them in the Privacy Act.

12.3. **Defined terms.** In this Privacy Policy unless otherwise provided, the following terms shall have their meaning as specified:

**APPs** means any of the Australian Privacy Principles set out in Schedule 1 of the Privacy Act.

**Authorised Personnel** means any Mama Coach employee or any Third Party Service Provider who has been duly authorised by us to access your *personal information*.

**Client** information includes information about how you use our Website, as well as *personal information* which can include Identity, Contact, Financial, Transaction and Profile information of you and/or your family members, beneficiaries, employees or employers, or other third persons about whom we need to collect *personal information* by law, or under the terms of a contract we have with you.

**Contact** information includes billing address, postal address, email address and telephone numbers (these details may relate to your work or to you personally, depending on the nature of our relationship with you or the company that you work for).

**Data Breach** means unauthorised access, modification, use, disclosure, loss, or other misuse of *personal information* held by us.

**Financial** information includes bank account and other payment method details.

**GDPR** means *Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27th, 2016* (most

commonly referred to as the General Data Protection Regulation or GDPR).

**Identity** information includes first name, maiden name, last name, username or similar identifier, marital status, title, date of birth or gender.

Mama Coach means The Mama Coach Inc. of PO Box 24023, Evergreen RPO, Calgary, AB T2Y0J9.

**Marketing and Communications information** includes your preferences in receiving marketing from us and your communication preferences. This may include information about events to which you or your colleagues are invited, and your *personal information* and preferences to the extent that this information is relevant to organising and managing those events (for example, your dietary requirements).

**Personal Data** (as defined under Article 4 of the GDPR) means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**Platforms** means the Website and all or any of the relevant platforms, electronic interfaces and websites that are owned, provided and/or operated from time to time by us (including but not limited to the Website), regardless of how those websites are accessed by users (including via the internet, mobile phone, mobile applications or any other device or other means).

**Primary and Secondary Purposes** means the primary and secondary purposes stated at clause 2.1.

**Privacy Act** means the *Privacy Act 1988* (Cth) as amended from time to time.

**Privacy Policy** means this privacy policy as amended from time to time.

**Products** means any online educational courses administered by Mama Coach from time to time.

**Profile** information includes your username and password, your interests, preferences, feedback, survey responses and all other information you provide through your purchase of the Products or use of the Services, or otherwise through your contact or correspondence with us.

**Services** includes introduction to one of our Third Party Service Providers, educational services and the provision of information relating to parenthood and other services we may offer from time to time.

**Social Media Tool** means the social media tools listed at clause 4.7 and any other social media platforms used by Mama Coach from time to time.

**Technical** information includes (as relevant):

- (a) The Internet protocol (IP) address or MAC address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in

types and versions, operating system and platform;

- (b) Information about your visit to our Website, such as the full Uniform Resource Locators (URL), clickstream to, through and from our Website (including date and time), services viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), methods used to browse away from a page, any phone number used to call our central switchboard number, and direct dials or social media handles used to connect with us; and
- (c) Location data which we may collect through our Website and which provides your real-time location in order to provide location services (where requested or agreed to by you) to deliver content or other services that are dependent on knowing where you are. This information may also be collected in combination with an identifier associated with your device to enable us to recognise your mobile browser or device when you return to the website/App. Delivery of location services will involve reference to one or more of the following:
  - (i) the coordinates (latitude/longitude) of your location;
  - (ii) look-up of your country of location by reference to your IP address against public sources; and/or
  - (iii) your Identifier for Advertisers (IFA) code for your Apple device, or the Android ID for your Android device, or a similar device identifier.

**Third Party** means any party other than the Mama Coach or our Third Party Service Providers.

**Third Party Service Provider** means any third party service provider engaged by us to perform functions or provide Services on our behalf.

**Transaction** information includes details about payments to and from you and other associated information.

**Website** means <https://themamacoach.com/> and any other websites established and used by us from time to time.