

SAFETY FIRST — PRIVACY POLICY & DATA USE AGREEMENT (FINANCE-GRADE VERSION)

Version 1.2 — New Zealand

1. PURPOSE OF THIS POLICY

This Privacy Policy governs how Safety First collects, stores, uses, discloses, and retains personal information. By creating an account, subscribing, completing payment authority, or accessing Safety First services, you acknowledge and agree that your personal information may be collected, stored, used, and disclosed strictly in accordance with this Policy.

2. PARTIES

Provider: CMR CORPORATE TRUSTEE LIMITED as trustee of the CMR Corporate Trading Trust, trading as Safety First (NZBN 9429050632893). Member (You): The individual providing personal information during signup, payment, or service use.

3. INFORMATION WE COLLECT

We may collect the following information: • Full name, date of birth, address, email, phone number. • Payment information, including card details or bank account details via Stripe and BECS systems. • Billing history, defaults, arrears, and enforcement actions. • IP address, device identifiers, login timestamps, and access logs. • Advisor referral information, referral codes, and advisor-member linkage. • Communications, notices, emails, disputes, and contact logs. • Behavioural analytics (e.g., Vault access, engagement timestamps).

4. PURPOSE OF COLLECTION

Your information is collected strictly for purposes including:

- Identity verification.
- Processing payments and maintaining billing schedules.
- Enforcing contractual obligations, including arrears and defaults.
- Advisor referral tracking and allocation.
- Sending notices, renewals, reminders, and legal communications.
- Maintaining account access to Safety First content.
- Analytics for service improvement.
- Compliance with New Zealand law and reporting obligations.

5. ENFORCEMENT & COLLECTIONS

You explicitly consent to your information being used for enforcement purposes where required. This includes disclosure to:

- Debt collection agencies, investigators, and recovery agents.
- Credit reporting agencies in accordance with the Credit Reporting Privacy Code.
- Legal representatives, tribunals, bailiffs, and courts.

We may disclose your personal information for the purposes of enforcing your contractual obligations, recovering unpaid balances, processing legal proceedings, or complying with any lawful request.

6. PAYMENT PROCESSING & THIRD-PARTY DATA

All payment processing is conducted through Stripe. Safety First does not store your raw card or bank details. Stripe may store, process, and transmit your information in accordance with Stripe's Privacy Policy and security standards. By subscribing, you consent to Stripe's involvement as a third-party data processor.

7. ADVISOR DISCLOSURE

If you joined via an Advisor, certain information may be visible to that Advisor including: • Your name; • Subscription status (active, missed, default); • Payment settlement status relevant to their commission. Advisors are strictly prohibited from contacting you outside approved engagement rules. This disclosure is necessary for commission allocation transparency and contractual tracking.

8. DATA STORAGE & RETENTION

We retain your information for as long as necessary to: • Enforce the Agreement; • Maintain accurate billing and historical records; • Comply with legal and financial obligations; • Respond to disputes or legal claims. Data relating to defaults, arrears, payments, or tribunal outcomes may be retained for up to seven (7) years.

9. SECURITY MEASURES

We use commercially reasonable administrative, technical, and physical safeguards to protect your information. However, no system is fully secure. By using Safety First, you acknowledge and accept that electronic storage and transmission involve unavoidable risks.

10. DISCLOSURE WITHOUT CONSENT

We may disclose your personal information without your consent where: • Required by law, regulation, or legal order; • Necessary to prevent fraud or harm; • Necessary for enforcement, default actions, or credit reporting; • Required to protect Safety First, its members, or the public.

11. INTERNATIONAL DATA TRANSFERS

Some third-party processors may store or process data outside New Zealand. By using Safety First, you consent to international data transfers where required, subject to comparable safeguards.

12. YOUR RIGHTS

You may request access to your personal information, request corrections, or inquire about data handling. We may refuse requests where legally permitted, including where information relates to ongoing enforcement or litigation.

13. VARIATIONS

Safety First may update this Privacy Policy with 14 days' notice. Continued use constitutes acceptance of the updated terms.

14. GOVERNING LAW

This Policy is governed by the laws of New Zealand. Any disputes relating to privacy, data use, or enforcement shall be submitted to the jurisdiction of the New Zealand courts.

15. ACKNOWLEDGEMENT

By accepting these Terms, subscribing, or providing payment authority, you confirm you have read and understood this Privacy Policy, and consent to all data use, disclosure, collection, enforcement, and retention practices set out herein.