

# MY BELLA CASA COMMUNITIES PTY LTD

## Privacy Policy

Registered in Queensland, Australia | ABN: [To be inserted] | mbccinvestor.com

Effective: March 2026 | Privacy Act 1988 (Cth) | Australian Privacy Principles | GDPR (EU/UK) | PDPA (Singapore)

### 1. COMMITMENT AND SCOPE

My Bella Casa Communities Pty Ltd ("MBCC"), registered in Queensland, Australia, handles personal information in accordance with the *Privacy Act 1988* (Cth) and Australian Privacy Principles (APPs). For Users in the EU or UK, we comply with the GDPR and UK GDPR to the extent applicable. For Singapore Users, we comply with the PDPA 2012. This Policy explains how personal information is collected, used, disclosed, and protected through mbccinvestor.com. By accessing the Platform, you consent to the practices described herein.

### 2. INFORMATION COLLECTED

We may collect: (a) **Identity data** — name, title, company, role; (b) **Contact data** — email, phone, address; (c) **Investor data** — investor classification, investment capacity, accreditation status; (d) **Access data** — access codes used, session logs, login timestamps; (e) **Usage data** — IP address, device identifiers, browser type, pages visited; (f) **Communications** — correspondence with MBCC; (g) **Referral data** — introducer or referral source. We do not intentionally collect sensitive information without explicit consent.

### 3. COLLECTION METHODS

Information is collected: (a) directly from you at registration or when you contact MBCC; (b) automatically via cookies, session logs, and analytics tools; (c) from authorised third parties including introducers and professional advisers, where permitted. International Users acknowledge that additional information may be collected to comply with local law requirements.

### 4. PURPOSES OF USE

Personal information is used to: (a) verify eligibility and manage Platform access; (b) communicate regarding investment matters and Platform updates; (c) comply with legal, regulatory, and reporting obligations; (d) investigate suspected fraud, unauthorised access, or security incidents; (e) enforce our Terms & Conditions and protect MBCC's legal rights and interests; (f) conduct internal analysis and improve the Platform; (g) respond to legal proceedings or regulatory inquiries.

### 5. LEGAL BASIS — INTERNATIONAL USERS (GDPR/UK GDPR)

For EU/UK Users, processing is based on: (a) **Contractual necessity** — to provide access to the Platform; (b) **Legitimate interests** — protecting our business, preventing fraud, enforcing our Terms; (c) **Legal obligation** — compliance with applicable law; (d) **Consent** — where expressly provided. You may withdraw consent at any time without affecting the lawfulness of prior processing.

### 6. DISCLOSURE

Personal information may be disclosed to: (a) MBCC staff and contractors on a need-to-know basis under confidentiality obligations; (b) professional service providers (legal, financial, technical, cloud hosting) under binding data processing agreements; (c) regulatory bodies, law enforcement, or courts where required by law or order; (d) parties involved in any merger, acquisition, or asset sale of MBCC, subject to equivalent confidentiality protections; (e) introducers or referral sources where necessary and notified to the User. **MBCC does not sell, rent, or trade personal information to third parties for any commercial purpose.** Where information is disclosed to overseas recipients (including cloud service providers located outside Australia), MBCC takes reasonable steps to ensure the information is protected to a standard substantially similar to the APPs.

### 7. INTERNATIONAL DATA TRANSFERS

MBCC is based in Queensland, Australia. Accessing the Platform involves transfer of personal information to Australia. For EU/UK Users: MBCC takes appropriate safeguards in accordance with Chapter V GDPR. For Singapore Users: transfers comply with PDPA third-party provider obligations. By accessing the Platform, you consent to this international transfer.

### 8. SECURITY

MBCC implements reasonable technical and organisational security measures including access controls, encrypted transmission (HTTPS/TLS), restricted backend access, and security monitoring. **MBCC does not warrant that the Platform is impenetrable or free from security vulnerabilities. To the maximum extent permitted by law, MBCC excludes all liability for any loss or damage arising from a security breach, unauthorised access, or cyberattack, whether or not within MBCC's reasonable control.** In the event of a notifiable data breach, MBCC will comply with its obligations under the Notifiable Data Breaches scheme (*Privacy Act 1988* (Cth)) and applicable international breach notification requirements.

### 9. RETENTION

Personal information is retained for as long as necessary to: fulfil the purposes described in this Policy; comply with legal and regulatory obligations (a minimum of 7 years for financial records under Australian law); resolve disputes and enforce agreements. When no longer required, information is securely destroyed or de-identified.

### 10. YOUR RIGHTS

Subject to applicable law: (a) you may request access to personal information we hold about you; (b) you may request correction of inaccurate or incomplete information; (c) EU/UK Users may additionally request erasure, restriction of processing, data portability, or object to processing under the GDPR; (d) Singapore Users may withdraw consent and request access or correction under the PDPA. Requests should be directed to info@mybellacasa.com.au. MBCC will respond within 30 days (or as required by law) and may require identity verification.

### 11. EXCLUSION OF LIABILITY FOR PRIVACY MATTERS

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To the maximum extent permitted by law, MBCC excludes all liability arising from any act or omission in connection with the collection, use, disclosure, or storage of personal information, including liability arising from any data breach, unauthorised access, or failure of security measures, except to the extent such liability arises from MBCC's fraud or wilful misconduct and cannot be excluded by applicable law. Where liability cannot be excluded (including under the GDPR), it is limited to the minimum remedy required by applicable law.

## 12. COOKIES

The Platform uses cookies and session tracking for security, access management, and usage analytics. Disabling cookies via your browser settings may impair Platform functionality. MBCC does not use cookies for third-party advertising or cross-site tracking.

## 13. COMPLAINTS

Complaints about MBCC's handling of personal information should be directed to: [info@mybellacasa.com.au](mailto:info@mybellacasa.com.au). MBCC will acknowledge within 5 business days and respond within 30 days. If not satisfied: Australian Users may contact the Office of the Australian Information Commissioner (OAIC) at [www.oaic.gov.au](http://www.oaic.gov.au); EU/UK Users may contact their local data protection supervisory authority; Singapore Users may contact the PDPC at [www.pdpc.gov.sg](http://www.pdpc.gov.sg).

## 14. CHANGES

MBCC may update this Policy at any time. Material changes will be notified via the Platform. Continued access constitutes acceptance of the revised Policy.

## 15. GOVERNING LAW AND CONTACT

This Policy is governed by the laws of Queensland, Australia. Privacy Officer: [info@mybellacasa.com.au](mailto:info@mybellacasa.com.au) | My Bella Casa Communities Pty Ltd | Queensland, Australia | [mbccinvestor.com](http://mbccinvestor.com)