Doo Payment

# Privacy Policy

July 2026

## 1. Introduction

1.1. Welcome to the Doo Payment Platform run by Doo Payment (as defined below) where we take responsibilities under all applicable data protection laws and regulations seriously and is committed to respecting the privacy rights and concerns of all users (**"you"**, **"your"** or **"User"**) of our Doo Payment Platform. We recognise the importance of the personal data you have entrusted to us and believe that it is our responsibility to properly manage, protect and process your personal data. This Privacy Policy is designed to assist you in understanding how we collect, use, disclose and/or process the personal data you have provided to us and/or we possess about you, when you use our website at https://au.doopayment.com/en (**"Website"**), our web application (**"Web App"**) or our mobile app (**"App"**), whether now or in the future, as well as to assist you in making an informed decision before providing us with any of your personal data.

1.2. By using our Services, registering for an Account with us, visiting our Platform, or accessing our website, you acknowledge and agree that you accept the practices, requirements and/or policies outlined in this Privacy Policy, and you hereby consent to us collecting, using, disclosing and/or processing your personal data as described herein. **IF YOU DO NOT CONSENT TO THE PROCESSING OF YOUR PERSONAL DATA AS DESCRIBED IN THIS PRIVACY POLICY, PLEASE DO NOT USE OUR SERVICES OR ACCESS OUR PLATFORM.**

1.3. We reserve the right to amend or update this Privacy Policy at any time by posting those changes or the amended Privacy Policy on our Platform. To the full extent permissible under applicable law, your continued use of the Services or Platform, including placing of any orders, shall constitute your acknowledgement and acceptance of the changes made to this Privacy Policy.

1.4. This Privacy Policy applies in conjunction with the applicable Customer Agreement for different jurisdictions (which are available on our Website) (**"Customer Agreement"**) and other notices, contractual clauses, consent clauses that apply in relation to the collection, storage, use, disclosure and/or processing of your personal data by us and is not intended to override those notices or clauses unless we state expressly otherwise.

1.5. The official language of this Privacy Policy shall be English. We may provide this Privacy Policy in other languages for information purposes only and in the event of any inconsistency or discrepancy between the English version of this Privacy Policy and any other language version, the English version shall prevail.

1.6. In addition to this Privacy Policy, where you are a customer of our Australian licensed entities, we are required to comply with the Privacy Act 1988 (Cth), the Australian Privacy Principles (APPs), and the Notifiable Data Breaches (NDB) scheme. We handle your personal information in accordance with these obligations.

## 2. Definitions and Interpretations

2.1. Throughout this Privacy Policy, all capitalised terms and references used in this Privacy Policy shall have the same meaning and construction in the Customer Agreement, unless the context otherwise requires, the following words and expressions shall bear the following meanings:

**"Account"** or **“Doo Payment Account”** : means the electronic money services account created with Doo Payment when you register for the Services;

**“Applicable Laws”** : means any of the following, as may be applicable: (a) applicable provisions of laws, regulations, and directives, including anti-money laundering (AML), counter-terrorism financing (CTF), and other financial crime prevention laws, as well as privacy and consumer protection laws, that apply to the parties or the Services; (b) relevant rules, guidelines, or directives issued by government agencies, regulatory authorities, or self-regulatory organisations with jurisdiction over Doo Payment or our Services; (c) Australian laws, including but not limited to the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (as amended from time to time), the Privacy Act 1988, and any other applicable laws or regulations governing the Services in Australia; and/or (d) Hong Kong SAR laws, including but not limited to Cap. 615 Anti-Money Laundering and Counter-Terrorist Financing Ordinance, Personal Data (Privacy) Ordinance (Cap. 486 of Hong Kong Legislation), and any other applicable laws or regulations governing the Services in Hong Kong;

**“Application”** or **“App”** : means the mobile application operated by Doo Payment (as amended from time to time) for the provision of Services;

**“Doo Payment”** or **“Us”** or **“We”** or **“Our”** : means any of the following licensed entities, as may be applicable: (a) Doo Exchange AU Pty Ltd (ACN 661 717 237), (i) an Australian based remittance service provider and digital currency exchange provider, authorized and regulated by the Australian Transaction Reports and Analysis Centre (AUSTRAC), registration number: IND100812107-001 / DCE100812107-001; and (ii) a corporate authorised representative of Doo Payment Technology AU Pty Ltd, a non-cash payment service provider, regulated by the Australian Securities and Investments Commission (ASIC), license number: 444062; (b) Doo Payment AU Pty Ltd (ACN 663 555 431), an Australian based remittance service provider, authorized and regulated by AUSTRAC, registration number: 100844845-001; and (c) Doo Holding Group Limited (Business Registration No. 64077851), a licensed Money Service Operator, authorized and regulated by the Hong Kong Customs and Excise Department, license number: 18-06-02444;

**“Platform”** : means our Website, Web App and/or App;

**“Services”**: means the services provided by Doo Payment set forth in the Customer Agreement;

**“Terms”** : means the terms and conditions of the Customer Agreement for the Services as may be varied or modified from time to time at our sole discretion.

2.2. The headings to the clauses and sections in this Privacy Policy are for the purposes of reference only, and shall be ignored when construing the meaning of any provision of this Privacy Policy.

## 3. Our Commitment

3.1. We will safeguard, according to strict standards of security and confidentiality, any information our customer share with us.

3.2. We will limit the collection and use of customer information to the minimum as may be required to deliver superior service to our customers, which include advising our customers about our Services and other opportunities, and to administer our business.

3.3. We will permit only authorised employees, who are trained in the proper handling of customer information, to have access to that information.

3.4. Whenever we hire other organisations to provide support services, we will require them to conform to our privacy standards.

3.5. To make sure your personal information is secure, we communicate our privacy and security guidelines to our employees and strictly enforce privacy safeguards within the organisation.

**4. Personal Data Collected**

4.1. Information you provide

(a) We will or may collect the information you provide directly to us when you sign up to use our Services, such as account and profile information, events participation, newsletters or content subscription. This may include your personal details including your name and email address, and other information required to establish an account profile, identity verification information (including national identification number, personal description, photograph, proof of address, proof of residency, and/or passport), financial information (including credit card, debit card, or bank account information) and information regarding beneficiaries of payment. This information is necessary for us to perform the contracted services and also to allow us to comply with our legal obligations. If you are unable or unwilling to provide the required information, we may not be able to process your request or provide certain Services to you.

(b) In providing the personal data of any individuals other than yourself, including Connected Persons, you confirm that you have obtained consent from such individuals to disclose their personal data to us or are otherwise entitled to provide this information to us. You also confirm that you have brought this Privacy Policy to their attention if legally necessary, and have received their consent to our collection, use and disclosure of such personal data for the purposes set out in this Privacy Policy. The term "Connected Person" means an individual connected to Doo Payment through the use of our Services and could be an account holder, payment beneficiary, recipient of a designated payment, guarantor, director, shareholder, partners or members of a partnership, trustee, authorised signatory of a designated account, a friend you have recommended, individuals in your contact list or any other person who has a relevant relationship with Doo Payment.

(c) We will or may collect information you provide to us through survey, feedback, and promotions: Some information you provide to us is voluntarily provided by you and not mandatory. Examples of such information include your opting to respond to our surveys, provide feedback to us about our products and services, participate

in promotions or contests or otherwise communicate with us. This information allows us to provide incentives or additional features to you, evaluate our performance and to create a better user experience for you when using our Platform. This additional information will be processed based on our reasonable discretion or when applicable, your consent.

(d) Please ensure that your personal data is current, complete and accurate by logging on your account and updating it whenever necessary.

4.2. Information we collect about you

When you use our Services, we may automatically collect the following information where we have a legitimate interest (such as to prevent fraud or misuse; or to understand your use of and improve our Services):

(i) Details of the transactions you carry out when using our Services, including the geographic location from which the transaction originates;
(ii) Technical information, including the internet protocol (IP) address used to connect your device to the internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform.
(iii) Information about your visit, including the full Uniform Resource Locators (URL) clickstream to, through and from our Website, App (including date and time), products you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (including scrolling, clicks, and mouse-overs), and methods used to browse away from the page and any phone number used to call our Customer Support service; and
(iv) Information about your marketing and communication preferences.

4.3. Information we received from other sources

(a) We also obtain information about you from other external sources, including information obtained from our ecosystem and financial partners, payment service providers, service providers, credit bureaus, credit reference agencies or other providers of credit information, financial institutions, companies and other official registers and databases, fraud prevention agencies and partners, Doo Payment business partners through which you access our Services, or other sources of public records. The collection and sharing of such personal information with Doo Payment are also explained in such third parties' own respective privacy policies. We may combine information collected from third parties with information we collect from you directly through our Platform.

(b) Regardless of the method of collection, the information we obtain from or about you is subject, at all times, to the privacy choices or rights exercised by you.

(c) However, we encourage you to familiarise with the privacy policies of those third parties' sites before using the links or applications and we urge you to be careful

when you enter any personal information online. Doo Payment accepts no responsibility or liability for those third parties' privacy practices.

4.4. Sensitive Information

As part of our identity verification process, we collect, use and store Sensitive Information, including:

(i) We extract face scan information from photos and videos to compare pictures of you on identity documents with each other and with a selfie that you provide to verify your identity and for anti-fraud checks, and to improve these processes. We may ask you to specifically consent to the collection, use and storage of your biometric data during the verification process, where privacy regulations require it in your jurisdiction. If you do not consent, we offer alternate methods to verify your identity which may take longer. The same documents and photos are required for both processes. We will not disclose or disseminate any biometric data to anyone other than our identity verification providers, or when required by Applicable Laws and regulations, or pursuant to a valid order from a court. We never sell, lease, trade or otherwise benefit from your biometric data. We will retain biometric data for the period necessary to complete the identity verification process, and in any case no longer than one (1) year after collection, unless required by law or legal process to keep it longer; and

(ii) We monitor the way you login and interact with our Website or App in order to validate your identity and support the detection of fraudulent and suspicious attempts to access your account.

4.5. Collection Notice

Where we are required to do so under Applicable Laws, including the Australian Privacy Principles, we will provide collection notices at or before the time we collect your personal data (for example, during account registration or KYC/KYB onboarding). These notices will set out the specific purposes of collection, the entities to which we may disclose your personal data, and any other matters required by law. For Australian reporting entities, we comply with the Office of the Australian Information Commissioner (OAIC) guidance on collection notices for AML/CTF reporting entities.

4.6. Cookies

(a) We use cookies (or equivalent technologies) on our Website for different purposes, including but not limited to store your preference for certain types of information or products, further analysis for the purpose of providing products and services to you, to improve our products and/or to personalise our services to you. Cookies are small text files that collect information about users and their visit to the website or use of the app, such as their IP address, how they arrived at the website (for example, through a search engine or a link from another website) and how they navigate within the website or mobile app.

(b) We may use third parties to track our advertising across the web. The information we or these third parties collect does not include any personal information but is only for the purpose of identifying the general effectiveness of such online advertising.

(c) You may adjust settings on your browser and/or mobile device so that you will be notified when you receive a cookie or other similar tracking tools. Please refer to your browser documentation to check if the tracking tools have been enabled on your computer and/or mobile device or to request not to receive cookies or to disable cookies if you do not wish to have information collected via the use of cookies. However, blocking or disabling of cookies may limit certain features and functions in your use of our Website, Web App and App, and that some personalised services on our Website may not be available if you choose to disable cookies.

## 5. Purpose of Personal Data Collected

5.1. You consent and allow us in processing the personal data:

(a) to perform anti-money laundering checks and utilise 'Know Your Customer' (KYC) documentation to prevent and detect crimes, including fraud and financial crime;
(b) to provide you with a better personalised experience on our Website;
(c) to notify you about benefits and changes to the features of products and services;
(d) to create and maintain risk related models relating to audit, compliance and risk management purposes or functions;
(e) to analyse transaction patterns and behaviour as part of our fraud detection and compliance monitoring purposes;
(f) to assess financial risks;
(g) to comply with the disclosure requirements, any sanction or law enforcement requirements binding on Doo Payment;
(h) to produce data, reports and statistics which have been anonymised or aggregated in a manner that does not identify you as an individual;
(i) to measure or understand the effectiveness of advertising we serve and to deliver relevant advertising to you;
(j) to conduct politically exposed person (PEP), sanctions, and adverse media screening as required by our AML/CTF obligations;
(k) to prepare and submit reports to AUSTRAC as required by the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth).

5.2. Automated Decision Making

We may use computer programs and automated systems to make decisions about you or to substantially assist us in making decisions that significantly affect your rights or interests. This may include automated identity verification, transaction monitoring, and risk scoring. Where required by Applicable Laws, including from 10 December 2026 under the Australian Privacy Principles (APP 1.7–1.9), we will disclose in this Privacy Policy or in a separate notice: (a) the kinds of personal information used in such decisions; (b) the

kinds of decisions made solely by automated means; and (c) the kinds of decisions substantially assisted by automated means. If you wish to obtain further information about our automated decision-making processes, please contact us using the details in clause 12 below.

## 6. Management of Personal Data

6.1. We implement and update technical and physical security measures to safeguard your personal information against loss, misuse or unauthorized access on an ongoing basis. User personal data is contained behind secured networks and is only accessible by a limited number of employees who have special access rights to such systems. However, there can inevitably be no guarantee of absolute security. While we take reasonable steps to protect your personal information during transmission, you acknowledge that no internet transmission is completely secure.

6.2. We provide regular and continuous education and training about the importance of confidentiality and privacy of customer personal information to all employees. We maintain physical, technical and organisational safeguards that comply with Applicable Laws and regulations to protect your personal information from unauthorised access.

## 7. Disclosure of Personal Data

7.1. We may share your personal data with the following third parties:

(a) Affiliates, business partners, suppliers and subcontractors for the performance and execution of any contract we enter into with them or you and to help them improve the services they provide to us;

(b) Third party service providers (who act as data processors) to enable us to provide our Services to you. They may be used to facilitate payment processing, support technology or infrastructure, provide cloud storage, conduct market research, perform marketing analytics, detect fraud, verify identity and perform audits or other functions;

(c) Social media networks that offer functionalities, plugins, widgets or tools in connection with our cooperate website or mobile application. If you as a visitor choose to use these functionalities, certain information may be shared with or collected by those social media companies – you may refer to their own privacy policy on how they collect information;

(d) If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our Customer Agreement and other applicable agreements, or to protect the rights, property, or safety of Doo Payment, our customers, our employees or others; or

(e) In the event that we sell any of our business or assets or combine with another organisation, in which case we may disclose your personal data to the prospective

buyer of such business or assets or prospective organisation with which our business or assets may be combined.

7.2. Where we propose to use your personal information for a purpose other than those set out in this Privacy Policy, we will seek your consent unless the use is permitted by law without consent.

## 8. Transfer of Personal Data

8.1. We primarily host your personal information in Australia, Hong Kong, Singapore and Malaysia. As a global business, we may also transfer your personal information to and process your personal information in countries outside your business operations or residence where our affiliates and service providers are located. These countries may have data protection rules that are different from your country. In certain situations, we may be required to disclose your personal information pursuant to lawful requests from local law enforcement or government authorities. We ensure that appropriate safeguards are in place, including Personal Data Protection Act or any equivalent standard contracts issued by relevant authorities into its agreements (where applicable) and/or adopting alternative measures required for the lawful transfer of personal information in accordance with applicable data protection laws.

## 9. Data Retention

9.1. We will retain your data only for as long as necessary to fulfil the purposes for which it was collected. We are required by law to retain certain personal and transactional data for at least seven (7) years, including under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth). For customer identification records, this period runs from the closure of your account or the end of our business relationship with you. For transaction records, this period runs from the date the transaction was completed. We only access your data internally on a need-to-know basis, and we will only access or process it where necessary for the purposes set out in this Privacy Policy or as required by law.

9.2. We will securely delete data that is no longer required by a relevant law or jurisdiction in which we operate. Deletion methods include shredding, destruction and secure disposal of hardware and hard-copy records, and deletion or over-writing of digital records.

9.3. For our Australian entities, we note that the Office of the Australian Information Commissioner (OAIC) has issued guidance to AML/CTF reporting entities regarding the retention of identity verification documents. Where we are not required by another law to retain full copies of identity documents (such as passport scans or driver licence images), we will retain only the extracted identity data necessary for our AML/CTF obligations and securely destroy the full copies in accordance with the OAIC guidance.

## 10. Children's Privacy

10.1. The Platform and Services are not intended for or directed at children. By children we mean users under the age of 18 or in the case of a country where the minimum age for

processing information differs, such other minimum age as may apply under the laws of your jurisdiction.

10.2. We do not knowingly collect any information from children. If we obtain actual knowledge that we have collected personal information from a child, we will immediately delete it (unless we are legally obligated to retain such information). As a parent or legal guardian, please do not allow such children under your care to submit personal data to us. Please contact us if you believe that we inadvertently collected information from any child.

**11. Your Rights**

11.1. The laws applicable in your jurisdiction may grant you certain rights regarding the information we hold about you. If you have any questions in relation to our use of your personal information, contact us at the details set out in Clause 12 below.

11.2. If you are dissatisfied with our handling of any complaint you raise under this Privacy Policy, you may consider contacting any supervisory authority or other public body with responsibility for enforcing privacy laws, as listed in **Appendix A** below.

11.3. Subject to some country-specific variations, you have the right to:

(a) request a copy of the personal data we hold about you and to check that we are lawfully processing it;

(b) request correction of the personal data that we hold about you. We may need to verify the accuracy of the new data you provide to us;

(c) ask us to delete personal data where there is no good reason for us to continue to process it;

(d) withdraw your consent for us to process data, where our lawful basis for processing is based on that consent;

(e) request us to cease direct marketing to you, or profiling you for the purpose of direct marketing, by contacting us or adjusting your notification preferences in the settings section of your Account;

(f) object to any processing based on the legitimate interests ground when there is something about your particular situation where you feel processing on this ground impacts your fundamental rights and freedoms;

(g) ask us to suspend the processing of your personal data in the following situations: (i) if you want us to determine the data's accuracy; (ii) where our processing of the data is unlawful but you do not want us to delete it at this time; (iii) where you wish us to retain the data even if we no longer require it because you need it to establish, exercise or defend legal claims; or (iv) you have objected to us using your data but we need to confirm whether or not we have over-riding legitimate grounds to continue using it; and

(h) request the transfer of your personal data to a third party or yourself. We will provide you or your chosen third party with the personal data you provided to us in a structured, commonly used, machine-readable format. This right applies only to information where we used the information to perform an agreement with you or where you initially consented for us to use it.

11.4. Your exercise of these rights may be subject to certain exemptions, including to safeguard the public interest (including the prevention or detection of crime), where it is in our interests (including the maintenance of legal privilege), and where the rights of other persons are involved (including where your request relates to information about other individuals).

11.5. We may need to retain certain information for record-keeping purposes and to comply with our obligations under applicable laws and regulations, including but not limited to our anti-money laundering obligations, and/or to complete any transactions that you initiated prior to requesting a change or deletion.

11.6. Generally you will not be charged a fee for accessing your personal data or exercising your other data rights. However, we may charge a reasonable fee if permitted by law or if your request is deemed unfounded, repetitive, or excessive. We may also refuse to comply with such requests.

11.7. We may request specific information from you to verify your identity and ensure that your personal data is only disclosed to authorized individuals. We may also contact you for further information to expedite our response to your request.

**12. Contact**

12.1. If you have any complaint or concern in relation to our privacy practice, please reach us via the following channel:

Email: support@doopayment.com
You can also write to us at our registered office that applies to you, as listed in **Appendix A**.

**Appendix A – Data Controllers**

The following entities are the data controllers responsible for the processing of your personal information under this Privacy Policy:

| Jurisdiction | Entity | Registered Office | Data Protection Authority |
|---|---|---|---|
| Australia | Doo Exchange AU Pty Ltd (ACN 661 717 237)<br><br>Doo Payment AU Pty Ltd (ACN 663 555 431)<br><br>Doo Payment Technology AU Pty Limited (ACN 164 232 848) | 'Tower 1' Suite 1302 Level 13, 475 Victoria Avenue, Chatswood NSW 2067, Australia | Office of the Australian Information Commissioner (OAIC) (www.oaic.gov.au) |
| Hong Kong | Doo Holding Group Limited (Business Registration No. 64077851) | 28/F, Tower 2, The Millennity, 98 How Ming Street, Kwun Tong, Kowloon, Hong Kong. | Office of the Privacy Commissioner for Personal Data (PCPD) (https://www.pcpd.org.hk/) |

If you are dissatisfied with our handling of any complaint you raise under this Privacy Policy, you may consider contacting the supervisory authority in your jurisdiction as listed above.