

Partner Privacy Policy

Peek Apparel · Beyond Peek Program

Version	1.1
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Issued by	Peek Beyond Pty Ltd (ABN 85 702 563 362), trading as Peek Apparel
Privacy contact	privacy@peek-apparel.com

1. What this policy covers

- 1.1 This policy explains how we handle personal information about people involved in the **Beyond Peek Program**: people who apply to join, people we invite, people who hold a Partner account, and former Partners.
- 1.2 **Terms used.** In this policy, "you" means any of those people. "Partner" has the meaning it has in the Terms: someone enrolled in the Beyond Peek Program, whatever their Tier. When we mean the Tier called Partner, we say "the Partner Tier". "We", "us" and "Peek" mean Peek Beyond Pty Ltd, trading as Peek Apparel. "The Terms" means the Beyond Peek Program Terms and Conditions. Other terms, such as Wallet, Momentum, Tier, Commission Code, Starter Code and hold period, have the meanings they have in the Terms.
- 1.3 This policy covers the Partner Portal, the invite and application pages, the emails we send you, and the records we keep to pay you. It does **not** cover shopping on the Peek Apparel store as a customer. Customer information is handled under the Peek Apparel store privacy policy at peek-apparel.com/policies/privacy-policy.
- 1.4 We have designed the Beyond Peek Program to follow the Australian Privacy Principles (**APPs**) in the *Privacy Act 1988* (Cth).
- 1.5 This policy explains how we handle your information. It does not form part of the Terms.

The short version. We collect what we need to run the program and pay you: who you are, your social handles, your codes, the orders they earn, and your bank details. Bank account numbers are encrypted, and every decryption is logged. We share information with the service providers that make the program work, including Shopify and our hosting, database, email and error-monitoring providers. Some of them store data overseas. We do not sell your information, except as part of a sale or restructure of our business, and we do not share it with advertisers or data brokers. You can see your information, correct it, and ask us to delete anything we no longer need to keep. If anything in this summary differs from the detail below, the detail applies.

2. What we collect

2.1 When you apply or are invited

- Your name and email address.
- Your social media handles (Instagram, TikTok or YouTube; at least one).
- Your confirmation that you are 18 or older and live in Australia.
- Anything you write in a free-text field on the application form.
- If you were invited: the invite we issued to you, the invite code you used, and the contact details or social profile we used to reach you.

2.2 When you create your account

- Your password, which we store only as a cryptographic hash. We never hold it in a readable form, and nobody at Peek can see it.
- Your chosen Commission Code, and the Starter Code we issue you.
- The date and time you accepted the Terms, and checksums identifying the exact versions of the Terms, Schedule 1 and the milestone reward map you accepted.
- If you enable two-factor authentication: the secret that pairs your authenticator app, and your recovery codes.

2.3 Optional things you choose to add

- A profile picture, if you upload one.
- A display name, if you opt in to the leaderboard.
- Your ABN and GST registration status, or your statement that payments to you are not made in the course of an enterprise you carry on. You give us these so we can pay you correctly (see clause 11 of the Terms).

What other Partners can see. If you opt in to the leaderboard, other Partners see your display name, rank, monthly sale-earned Momentum and profile picture, on the leaderboard and in leaderboard digests. Other Partners cannot see your earnings, your Wallet, your real name or your contact details.

2.4 When you get paid

- **Bank details:** BSB, account number and account name. The account number is held encrypted. The account name and the last four digits of the account number are held in readable form, so we can reconcile a transfer without decrypting anything.
- **Payout records:** the amount, the date you requested it, its status, the date we paid it, and the bank reference for the transfer.

2.5 When you claim a Milestone Reward

- For a physical reward, a delivery address in Australia: recipient name, street address, suburb, state, postcode, and a contact phone number.

- Which reward you chose and any variant selection (for example, a size or colour), or the bonus Momentum you took instead.
- For an experience reward under clause 8.8 of the Terms, such as a shoot or a retreat, the details we agree with you in the separate arrangement that clause describes.

2.6 What the program generates about you

- **Sales attributed to your code.** When a customer checks out with your Commission Code, Shopify sends us the order. We record the order identifier, its total and discount, the date, and which code was used. Section 2.9 explains how we handle the customer's details.
- **Your Wallet.** Every commission entry, its amount, its state (Pending, Held, Available or Disputed, and whether it was paid, cancelled or reversed), the rate and Tier it was calculated at, whether the promotion guardrail in clause 6.3 of the Terms applied, and your balance.
- **Your progress.** Your Momentum ledger, your Momentum total, your Tier, the milestones you have reached, and the choices you made at each.
- **Review records.** Flags our systems raise about unusual activity on your account, the outcome of any review, and any action we take under the Terms.
- **An audit record.** Every change to your account, your Wallet or your progress is written to an append-only audit log, with a timestamp and a record of who made the change. This is a financial control. It is how we show what you were paid and why, and it is the record we rely on to resolve disputes.

2.7 Technical information collected automatically

- **IP address and browser user agent,** recorded against your login sessions and used briefly as a rate-limiting key to stop abuse of the sign-up, login and payout endpoints.
- **Essential cookies:** a session cookie that keeps you logged in, and a small number of functional cookies. We do not use advertising, tracking or analytics cookies in the Partner Portal, and there are no third-party advertising tags on it.
- **Error diagnostics.** If something breaks, our error monitoring records the error, the page and technical context. When an error occurs, it may also record a replay of your session from shortly before the error, with text and form fields masked, so we can reproduce and fix the fault.
- **Email delivery information:** whether an email we sent you was delivered, bounced or failed.

2.8 When you contact us

Your correspondence with us, and our notes on it.

2.9 Customer information we receive

To attribute a sale, we receive order data from Shopify, which can include the customer's name, email address and shipping details. We use it only to match the order to your Commission Code, to apply refunds and chargebacks correctly, and to check for self-dealing and other fraud. Once the hold period for an order's commission has passed, we delete the customer's name, email address and shipping details from our program records and keep only the order identifier, amounts, date and code. If an investigation needs more, we retrieve it from Shopify. We do not disclose customer identities to you, and we do not use customer information to market to your audience.

2.10 Sensitive information

We do not ask for sensitive information as the Privacy Act defines it, such as health information, racial or ethnic origin, political or religious beliefs, sexual orientation, criminal record, or biometric information. Please do not send it to us. If you volunteer it anyway, we may delete it. The one exception is an experience reward under clause 8.8 of the Terms, where we may ask, with your consent, for details such as dietary or medical requirements, and use them only for that reward.

2.11 Government identifiers

We collect an ABN so we can pay you correctly and meet our tax obligations. We never ask for your tax file number or Medicare number. We do not ask for your driver licence or passport, unless an experience reward under clause 8.8 of the Terms involves travel that needs them, in which case we ask separately and use them only for that travel. If you send us any of these otherwise, we will securely delete them.

2.12 Information about other people

If you give us personal information about someone else, for example a different recipient for a reward, or a manager or agent who deals with us for you, you confirm that you are allowed to share it and that you have told them about this policy.

3. How we collect it

- **Directly from you**, through the application form, sign-up, your profile and your correspondence.
- **From Shopify**, when an order uses your Commission Code, and when an order is refunded or charged back.
- **Automatically**, when you use the Partner Portal, as described in 2.7.
- **From public sources**. We may view your public social media profiles and posts to decide whether to invite you, to assess your application, and to check that your posts comply with the Terms, including the disclosure rules in clause 5.1. We may check your ABN and GST status on the Australian Business Register.
- **From a third party**, where you have asked us to act on something they sent us, for example a manager or agent contacting us on your behalf.

We collect from you directly wherever it is reasonable and practicable to do so. If you do not give us the information marked as required, we cannot enrol you, and we cannot pay you without bank details.

4. Why we collect it, and what we do with it

4.1 We use your personal information to:

Purpose	What this involves
Run your account	Enrolment, authentication, two-factor verification, password reset, profile management
Create and maintain your codes	Creating your Commission Code and Starter Code on our Shopify store, and changing a code where clause 4.1(b) of the Terms allows it
Attribute sales	Matching incoming orders to your Commission Code, calculating commission, and recording Momentum
Track your progress	Maintaining your Tier, your Momentum ledger and your milestone eligibility
Pay you	Processing payout requests, making bank transfers, and reconciling them
Fulfil rewards	Issuing gift cards, paying cash rewards, creating reward orders, shipping physical rewards to your address, and arranging experience rewards
Communicate with you	Account emails and the optional program updates described in section 5
Show the leaderboard	Displaying your display name, rank, monthly sale-earned Momentum and profile picture on the leaderboard and in leaderboard digests, only if you have opted in
Feature you and your content	Using content you publish about Peek, or send us, in our marketing, including paid promotion on social platforms, and crediting you by handle, under clause 13.3 of the Terms
Protect the program	Detecting and investigating fraud, self-dealing, code abuse and account compromise; rate limiting; keeping a record of accounts closed for breaching the Terms so they cannot re-enrol; and exercising our rights under clauses 9.4 and 18 of the Terms
Meet legal obligations	Tax and record-keeping obligations, applying ABN withholding and GST correctly, monitoring your commission against the GST threshold under clause 11.4 of the Terms, responding to lawful requests, and establishing or defending a legal claim
Improve the program	Understanding, in aggregate and from our own records, how Partners use the Partner Portal and where it fails them

4.2 We do not sell, rent or trade your personal information, except as part of a sale or restructure of our business (see 6.3). Apart from promoting your content under clause 13.3 of the Terms, we do not share it with advertisers, advertising platforms or data brokers.

4.3 Automated decisions. Some decisions about you are made by our systems, using your Commission Code, the orders attributed to it, your Wallet, your Momentum ledger and your account details.

- **Made automatically:** calculating your commission and Momentum, applying the promotion guardrail in clause 6.3 of the Terms, reversing commission and Momentum on refunded orders, moving you up a Tier, making milestones claimable once the Momentum behind them has matured (clause 8.3 of the Terms), placing new commission in a Held state under clause 11.4 of the Terms, and placing entries in a Disputed state, holding a payout or suspending your account when our systems flag activity that may breach the Terms.
- **Decided by a person:** reversing, cancelling or forfeiting commission because of suspected fraud or a breach of the Terms, withholding or revoking a reward under clause 8.10 of the Terms, and terminating your account.

If you think an automated decision about you is wrong, contact partners@peek-apparel.com. Clause 20.2 of the Terms explains how we resolve disagreements.

5. Emails we send you

5.1 Account emails. Most email we send you is about your own account, your sales or your money: verification, Tier promotions, milestones unlocked, payouts requested and processed, refund clawbacks, disputed earnings, GST threshold notices, notices about changes to the Terms, and password resets. You cannot opt out of account emails while you hold an account, because they are how we tell you what is happening with your earnings.

5.2 Program updates. Program updates are optional. They include the weekly summary, leaderboard digests, new-sale notifications, and news about new products, campaigns and promotional assets for you to share. Turn them off in Notifications under your profile, or use the unsubscribe link in any program update.

5.3 We do not use the information we hold about you as a Partner to send you marketing as a customer of our store, unless you have separately subscribed as a customer. Reward orders we create for you do not subscribe you to store marketing.

5.4 We do not disclose your information to anyone else for their marketing.

6. Who we disclose it to

6.1 Service providers

We use a small number of providers to run the program. Each has access only to what its function requires. The table lists our main providers. The current list, including any changes since this version of the policy, is at beyond.peek-apparel.com/privacy/providers.

Provider	What it does	What it can see	Where it stores data
Shopify	Our online store, discount codes, order webhooks, gift cards and reward orders	Your name, email, codes, reward selections, and delivery address for reward orders	United States, Canada, and other locations used by Shopify's infrastructure
Amazon Web Services (AWS)	Application hosting, queues, file storage (profile pictures, promotional assets) and content delivery	All personal information processed by the application	Primary region Asia Pacific (Sydney) . Content is delivered through a global edge network, and edge security services operate from the United States
Neon	Our Postgres database	All personal information held by the application	Asia Pacific (Sydney) , Australia
Upstash	Rate limiting, to stop abuse of the sign-up, login and payout endpoints	Short-lived request keys derived from IP address	Asia Pacific (Sydney) , Australia
Resend	Sending account emails and program updates	Your name, email address, and the content of the email	United States
Sentry	Error monitoring and diagnostics, including error-triggered session replay	Technical error context, which may include your account identifier. Where a replay is recorded, what happened on screen, with text and form fields masked	United States
Australia Post	Delivering physical rewards	Recipient name, delivery address and phone number	Australia
Google Workspace	Hosting our mailboxes and business documents	Your correspondence with us, and any program records we keep in documents or spreadsheets	United States and other countries where Google has data centres

6.2 People who work with us

- Our staff and contractors who need access to do their work, under confidentiality obligations.
- Our accountant and, if needed, our lawyers and insurers.

- Our bank, when we make a payout.

6.3 Others

- With your consent, or at your direction.
- Other Partners, who see your leaderboard entry if you opt in (see 2.3).
- Social media platforms, and the people who see our marketing, when we publish or promote your content under clause 13.3 of the Terms.
- Venues, travel and event providers, when we arrange an experience reward under clause 8.8 of the Terms, limited to the details that reward needs.
- Where required or authorised by law, including to the Australian Taxation Office, a court or a regulator.
- To investigate fraud or unlawful activity, including disclosure to a payment provider or law enforcement.
- In a sale or restructure of our business, to a buyer or successor, on the condition that they handle your information consistently with this policy.

6.4 Overseas disclosure (APP 8)

Several of our providers store or process personal information outside Australia, as set out in the table above: principally in the United States, and for Shopify also in Canada. If an experience reward involves travel outside Australia, we also disclose the details that travel needs to providers in the destination country. Before engaging a provider, we take reasonable steps to make sure it is bound by contractual commitments to handle personal information in a way consistent with the APPs. Overseas privacy laws differ from Australian law, and an overseas provider may be subject to lawful demands from authorities in its own country. By applying for or holding a Partner account, you acknowledge this. The program depends on these providers, so we cannot run a Partner account that keeps your information in Australia only.

7. How we protect it

- **Bank account numbers are encrypted** at rest using AES-256-GCM. The encryption key is held in a managed secret store, never in our source code.
- **Every decryption of a bank account number is logged**, with who did it and when, so misuse is visible after the fact.
- **Passwords are hashed**, never stored in readable form.
- **Two-factor authentication** is available to every Partner, and we recommend it.
- **Access is role-separated**. A Partner login cannot reach admin functions or any other Partner's data. Administrative access is limited to the people who need it.
- **Transport is encrypted**. All traffic uses TLS.
- **Changes are audited**. Every write to your account, Wallet or progress is recorded in an append-only audit log.
- **Rate limiting and a web application firewall** sit in front of the application.
- **Incoming order webhooks are cryptographically verified** before we act on them.

No system is perfectly secure. If we suffer a data breach that is likely to cause you serious harm, we will notify you, and we will notify the Office of the Australian Information Commissioner (OAIC) where the law requires it.

8. How long we keep it

Information	How long
Account profile (name, email, handles, codes)	While your account is open, then as part of the financial record below
Financial records: orders, Wallet entries, Momentum ledger, payouts	7 years after the end of the financial year they relate to
Audit log	7 years after the end of the financial year each entry relates to
Review records, and records of accounts closed for breaching the Terms	7 years after the account closes
Customer names, email addresses and shipping details received from Shopify	Until the hold period for the order's commission has passed
Your content we use under clause 13.3 of the Terms	While we use it under that clause, including up to 12 months after your account closes. We may keep an archival copy
Bank details	Until you remove them, or your account closes and no payout obligation remains
Profile picture	Until you replace or remove it
Delivery address	While you hold an account, and as part of the record of any reward shipped to you
Details for an experience reward, including any dietary, medical or travel identity details	Deleted once the reward is completed, except records we need to keep for tax
Login sessions	Until they expire or you sign out
Application records for people who were not enrolled	12 months, then deleted
Invites that were not taken up	12 months, then deleted
Application logs	7 to 14 days
Error reports and session replays	Per our error-monitoring provider's retention, currently up to 90 days
Email delivery records	Per our email provider's retention

8.1 We may keep a record for longer than the period above while a dispute, audit, investigation or legal claim involving it is unresolved.

8.2 Closing your account deactivates it. It does not erase the financial record. We cannot delete commission, payout and audit records within the periods above, because we need them for tax and record-keeping, and because they are the evidence of what we paid you.

8.3 When a retention period ends, or when we no longer need information for the purposes in this policy (including tax, legal, fraud-prevention and dispute purposes), we delete or de-identify it.

9. Your choices

- **Leaderboard visibility** is off by default. Opt in, and out again, at any time from your profile or the leaderboard page. Opting out removes you from the leaderboard straight away. It does not recall leaderboard digests we have already sent.
- **Profile picture and display name** can be removed at any time.
- **Program updates** can be switched off in Notifications.
- **Content we use** under clause 13.3 of the Terms: you can ask us in writing to stop using a specific piece of content, as clause 13.3(c) describes.
- **Bank details** can be cleared from your profile. We block this while a payout of yours is requested or being processed, because we are paying to those details.
- **Two-factor authentication** can be enabled or disabled at any time.

10. Accessing and correcting your information

10.1 Most of your information is visible to you in the Partner Portal, and much of it is directly editable there: your profile, your handles, your notification settings, your bank details and your delivery address.

10.2 For anything else, email privacy@peek-apparel.com. We will:

- acknowledge your request within 5 business days;
- respond within 30 days;
- give you your information in a usable format at no charge (we may charge a reasonable cost for a large or unusual request, and we will tell you before we do); and
- verify your identity first, so we do not hand your information to someone else.

10.3 If we refuse access or correction, we will tell you in writing why, and how to complain.

10.4 If we correct something we have already disclosed to a service provider, we will tell them, unless that is impracticable or unlawful.

11. Complaints

11.1 If you think we have mishandled your personal information, email privacy@peek-apparel.com with "Privacy complaint" in the subject line and enough detail for us to investigate.

11.2 We will acknowledge your complaint within 5 business days, investigate it, and give you a written answer within 30 days. If we need longer, we will tell you why and when to expect an answer.

11.3 If you are not satisfied with our answer, you can also contact the Office of the Australian Information Commissioner:

- oaic.gov.au
- 1300 363 992
- GPO Box 5288, Sydney NSW 2001

12. Anonymity, and age

12.1 Running a Partner account requires us to know who you are, so we cannot offer the program anonymously or under a pseudonym. The one place a pseudonym works is the leaderboard: your display name does not have to be your real name.

12.2 The program is for adults. We ask you to confirm that you are 18 or older when you apply or sign up, and we do not knowingly enrol anyone under 18. If we find that an account holder is under 18, we will close the account and delete or de-identify any information we do not need to keep for tax, legal, fraud-prevention or dispute purposes.

13. Changes to this policy

13.1 We may update this policy. The version and effective date are at the top.

13.2 If a change materially affects how we handle your information, we will tell you by email and in the Partner Portal at least 14 days before it takes effect. If a change is required by law, or is needed to stop fraud, abuse or a security risk, we may make it straight away and tell you as soon as practicable.

13.3 When we add or replace a service provider, we update the provider list at beyond.peek-apparel.com/privacy/providers. If a new provider will store your information in a country not already named in this policy or on the provider list, we treat that as a material change.

13.4 The current version of this policy is always available in the Partner Portal and at beyond.peek-apparel.com/privacy.

14. Contact us

Privacy enquiries	privacy@peek-apparel.com
Program enquiries	partners@peek-apparel.com
Post	Peek Beyond Pty Ltd, Suite 63, 76 Edith St, Wynnum QLD 4178

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