

# Privacy Policy

## Section 1 - Purpose and Context

(1) This Policy introduces (TWEK!) Pty Ltd, explains where to find the company's current contact details, and briefly explains:

- a. what kinds of personal information the company collects and stores;
- b. how it collects personal information and where it is stored;
- c. the reasons why it needs to collect personal information;
- d. how it will use and disclose personal information;
- e. how you can access your personal information or ask for a correction;
- f. and how to lodge a complaint if you think your information has been mishandled, and how they'll handle your complaint if they are likely to disclose your information outside Australia and, if practical, which countries they are likely to disclose the information to.

(2) The Policy also briefly explains personal information collected by (TWEK!) clients that (TWEK!) has access to and which (TWEK!) staff may view in fulfilling contractual obligations to their clients. It also describes the protections in place in relation to this type of personal information.

## Section 2 - Policy

(3) (TWEK!) Pty Ltd is a software development company based in NSW, Australia. The company specialises in corporate governance software and related support activities.

(4) Current phone contact details are listed on the [\(TWEK!\) Home Page](#).

(5) (TWEK!) collects and stores the following personal information:

- a. an individual's name, signature, address, phone number, date of birth;
- b. employee record information; and
- c. internet protocol (IP) addresses.

(6) The noted information is typically collected as part of, or in relation to, a Software Licence and Support Agreement ("Agreement") between (TWEK!) and the individual's employer, most often to enable execution of the Agreement and/or to facilitate the fulfillment of various obligations under the Agreement (e.g. to facilitate contact between (TWEK!) and the client).

(7) The information may be provided in writing or verbally by the client or the individual, or automatically captured (in respect to clause 5c) when the individual accesses a (TWEK!) Software instance. Once provided/captured the information may be stored:

- a. in an electronic or paper copy of the Agreement;
- b. in email;

- c. in (TWEK!) staff phone/sim card contact listings;
- d. in (TWEK!)’s Software; and/or
- e. on a (TWEK!) computer, server or related data backup.

(8) The information may be retained in perpetuity, where a legal requirement exists. In other instances the information will be retained and managed to facilitate company business requirements and related obligations (e.g. records management).

(9) The company will disclose personal information to:

- a. representatives of the client in order to fulfill contractual obligations without obtaining further consent from individuals;
- b. to other (TWEK!) clients and/or potential (TWEK!) clients, with the consent of the individual; and/or
- c. other parties where legally required to do so.

(10) In regard to clause 9b, such disclosure is typically undertaken to:

- a. address requests for testimonials in relation to new contracts and/or activation of additional software components under existing contracts; or
- b. to facilitate the exchange of information between (TWEK!) clients.

(11) (TWEK!) may also disclose certain personal information (e.g. name) of individuals who attend (TWEK!) information and planning sessions. Attendance at such events is deemed consent to disclose, at a minimum, the individual’s name.

(12) Consent to release an individual’s information as outlined in clauses 9 and 10 is renewed annually, or on demand, and may cover disclosure within Australia and/or internationally. For clarity, in relation to clause 9b, when requesting consent to disclosure personal information (TWEK!) will:

- a. provide a clear and specific explanation of the reason for the request;
- b. make it clear that the request is optional and can be withdrawn at a later date;
- c. advise of the existence of this Privacy Policy and procedure and its application in regard to consent; and
- d. provide individuals with the opportunity to:
  - i. refuse to give consent in the knowledge that doing so will not have any negative implications for them or their company; and/or
  - ii. limit their consent to specific personal information, a specified time period and/or type of disclosure.

(13) While (TWEK!) will take precautions, in disclosing personal information to third parties, it is important that individuals understand that (TWEK!) has no control over what those third parties may do with the information once it has been disclosed to them.

(14) Complaints in relation to the misuse of an individual’s personal information by a third party will need to be directed to the third party. Further to this, prior to giving consent, individuals should consider that their information may no longer be subject to protection under the Australian Privacy Principles and related laws once it has been disclosed to a third party located overseas (i.e. the information has left Australia). Specifically, individuals should be aware that this may result in their personal information being subject to management under the applicable international laws.

(15) In consideration of clause 13 and 14, (TWEK!) specifically provides individuals with the option of limiting their consent to specific countries and/or refusing to provide consent and individuals should not give their consent if they

do not agree to addressing issues/complaints that arise in the manner set out above. Consenting to disclosure equates to agreement to this provision.

(16) Complaints in relation to misuse of an individual's personal information by (TWEAK!) should be lodged in writing, via email to [official@tweek.com.au](mailto:official@tweek.com.au) and the complaint should provide clear detail as to the nature of the misuse. Such complaints will be managed by (TWEAK!).

(17) In the event that an individual wishes to access their personal information and/or request a correction, a written request should be lodged via email to [official@tweek.com.au](mailto:official@tweek.com.au).

(18) If an individual wishes to discuss their personal information, they should contact Jo Auld. Contact details for Jo Auld are available on the [\(TWEAK!\) Home Page](#).

## **Client Data Collection**

(19) (TWEAK!) manages several corporate governance software applications. These applications capture a variety of information, including personal information, pertinent to the management of the governance activity. For example, the name and phone number of individuals who are responsible for fielding enquiries in relation to corporate policy documents.

(20) This information is classified, by virtue of the relevant Agreement, as client data. Accordingly, while (TWEAK!) has access to this data and may view it when undertaking various functions in the fulfillment of its contractual obligations under the relevant Agreement, the ownership of the data sits with the client and any requests for access, correction or complaint pertaining to this information should be directed to the client and managed in accordance with the client's Privacy Policy or equivalent.

(21) (TWEAK!) only discloses this information to representatives of the client and treats this information as confidential, to be managed in accordance with the confidentiality clauses of the relevant Agreement between (TWEAK!) and the client. In the event that (TWEAK!) receives a request for access, correction or complaint pertaining to personal information that is client data, (TWEAK!) will redirect the request to the client in accordance with the relevant Agreement. (TWEAK!) accepts no responsibility or liability for the management of these matters whatsoever, however (TWEAK!) will endeavour, by way of reasonable actions, to support clients in fulfilling their legal obligations in relation to such matters in accordance with (TWEAK!)'s obligations under the relevant Agreement.

## **Section 3 - Procedures**

### **Disclosure of Personal Information**

(22) (TWEAK!) may, with the consent of the individual, disclose the individual's personal information to a third party. Before disclosing personal information, where not legally obliged to act otherwise, (TWEAK!) will obtain an informed consent from the individual.

(23) Once informed consent has been obtained (TWEAK!) may disclose the personal information in accordance with that consent. This may be undertaken electronically, on paper, verbally or via other means.

(24) Written disclosure of personal information will include a disclaimer to the effect that the personal information is provided for the specified purposes and not to be otherwise used and is deemed confidential in nature and subject to management in accordance with the Australian Privacy Principles. The disclaimer will further instruct that accessing the information will equate to the third party having agreed to these stipulations and managing the information in accordance with them.

(25) In the event that consent is subsequently withdrawn, (TWEAK!) will forward written notification to relevant third

parties, notifying them that consent to use the personal information has been withdrawn and instructing them to cease using the personal information from the date of withdrawal or on receipt of the notification.

## Status and Details

<b>Status</b>	Current
<b>Effective Date</b>	3rd October 2019
<b>Review Date</b>	3rd October 2021
<b>Approval Authority</b>	Director
<b>Approval Date</b>	3rd October 2019
<b>Expiry Date</b>	To Be Advised
<b>Unit Head</b>	Joanne Auld Director
<b>Author</b>	Joanne Auld Director
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