



PRIVACY AND DISCLAIMER

Privacy

AACL is committed to safeguarding your privacy by ensuring your personal information is protected in a way that observes our own corporate values, as well as being consistent with the requirements of the *National Privacy Principles of the Privacy Act(1988) (Cth)*, as amended.

Application of this Policy

This policy applies to all members of AACL. For simplicity in this policy a reference to AACL is taken to mean a reference to any one or more members of AACL.

AACL consists of the following entities:

- AACL Holdings Limited
- AACL Funds Management Ltd
- AACL Services Pty Ltd
- AACL Pty Ltd

The AACL's Privacy Policy

What Type of Personal Information Does AACL Hold?

The type of personal information held by AACL will depend on how you interact with AACL. AACL may have personal information about you which includes names, addresses, occupation, banking information, type of grain grown, amount of grain grown, interests, hobbies and similar information etc. The greater the interaction you have with the AACL the increasing likelihood that AACL will hold more information that is identified with you.

How Does the AACL use this Information?

The primary purposes that AACL uses personal information for is to either provide services to those people dealing with it or to acquire services from people. AACL uses this personal information for its internal purposes in measuring, developing and implementing services for you.

AACL may also use any personal information held to develop and market services designed to assist you or which you may consider useful. If AACL does use personal information in this way it will offer you a right to opt-in and opt-out from receiving this information. See below for more information about AACL's opt-in/opt-out policies.

How does AACL Keep your Personal Information Secure?

AACL keeps your personal information secure in a variety of ways, including:

1. by not passing your personal information to others unless you have specifically agreed to;
2. where personal information is in an electronic form, by storing your personal information on servers which are protected by firewalls and password systems. AACL takes all reasonable steps and complies with reasonable industry standards to ensure that these firewalls and password systems will prevent any unauthorised disclosure of your personal information. AACL requires all its computers to be password protected to prevent unauthorised access to personal information being gained through AACL computers. Further, AACL regulates access to personal information so that only those people who need to can examine your personal information and then only for proper purposes; and
3. where your information is in a physical form, by locking that information away in a secure manner at AACL's offices or an approved archive service provider.



How can I Access my Personal Information?

If you believe that AACL has personal information relating to you please make a written request to:

AACL
PO Box 171
Subiaco WA 6907
P: 08 9217 3777
F: 08 9217 3799
E: info@aacl.com.au

AACL will investigate whether it holds any information on you, and if so, notify you of the types of information that it holds. AACL will endeavour to respond to you as quickly as is reasonably possible, but in any event we will ensure that you have a response within 21 days of your request.

You may then make arrangements to view some of that information. AACL may insist on some form of identification so as to ensure that it does not disclose the information to the wrong person. Alternatively, AACL may be satisfied by information provided by you, which mirrors key information that AACL already holds.

AACL will advise you what information you can view when we inform you within the time limits set out above. AACL may be entitled to withhold some of that information from you on the following basis:

1. AACL considers that to provide access would:
 1. in the case of personal information, pose a serious and imminent threat to the life or health of any individual; or
 2. in the case of health information, pose a serious threat to the life or health of any individual; or
2. AACL considers that to provide access would have an unreasonable impact upon the privacy of other individuals; or
3. AACL considers that the request for access is unreasonable or frivolous; or
4. AACL considers that the information relates to existing or anticipated legal proceedings between the organisation and the individual and the information would not be accessible by the process of discovery in those proceedings; or
5. AACL considers that providing access would reveal the intentions of AACL in relation to negotiations with you and would prejudice those negotiations; or
6. providing access would be unlawful, likely to prejudice an investigation of possible unlawful activity, likely to interfere with the administration of the law or impact on related matters; or
7. an enforcement body has lawfully requested AACL not to disclose the information for national security reasons.

AACL will provide reasons for any refusal to access personal information. Such reasons will usually be provided within 14 days of the decision to refuse access has been notified to you. If you are unhappy with a decision by AACL to refuse access you may make a complaint to the Privacy Commissioner.

If the provision of the information would reveal a commercially sensitive decision making process, AACL may provide an explanation for the commercially sensitive decision rather than direct access to the information.

Opt-in/Opt-out Methods

Where AACL provides you with information or promotional materials you may opt-out of receiving that information or those materials. The materials you receive will contain details of the opt-out procedures that you can follow to stop receiving those materials.



You can also "opt-in", that is you may elect to receive certain materials that AACL has available for distribution. Please see our website for a list of the information or promotional materials that you may elect to receive. If you do elect to receive certain materials and provide us with personal information to allow us to do so, AACL will not pass that personal information onto another company. The website will contain details of the procedures whereby you can elect to receive information or promotional materials from AACL.

Costs

AACL will not charge any person for making a request for access to personal information. However, AACL may, at its discretion, levy a charge for access to personal information in order to cover the cost incurred by AACL to provide that information to you.

Sensitive Information

What is Sensitive Information?

"Sensitive Information" is information or an opinion about an individual's:

1. racial or ethnic origin; or
2. political opinions; or
3. membership of a political association; or
4. religious beliefs or affiliations; or
5. philosophical beliefs; or
6. membership of a trade union; or
7. sexual preferences or practices; or
8. criminal record,

that is also personal information (ie can be linked to a specific individual).

It also includes health information about an individual. "Health Information" is information or an opinion about:

1. the health or disability (at any time) of an individual; or
2. the individual's expressed wishes about the future provision of health services; or
3. any health service provided or to be provided to the individual; or
4. the individual collected to provide or in providing a health service; or
5. the individual's donation or intended of any body parts, organs or body substances.

Collection of Sensitive Information

AACL will not collect Sensitive Information without the consent of the individual concerned. AACL does not maintain records containing Sensitive Information other than in relation to its employees. Those employee records are exempted from the provisions of the Act provided that they are used solely in connection with a present or former employment relationship.

AACL will only use the information contained in those employee records in a manner and for a purpose consistent with its employment of the individual concerned.

Contact Details

Further Information

Please contact AACL at info@aacl.com.au



Request for Details of Personal Information Kept by AACL

Please contact AACL.

Request for Access to Personal Information

Please contact AACL.

Disclaimer

AACL has taken all reasonable care in the preparation of the information contained in this website. However, AACL makes no representations that the information contained in this website is necessarily true, accurate or complete.

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AACL's views are not necessarily those expressed in the Online Services and the Materials. In providing the Online Services we exclude:

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- all liability to you in contract for consequential or indirect damages arising out of or in connection with your use of the Online Services even if we knew they were possible or they were otherwise foreseeable, including, without limitation, lost profits and damages suffered as a result of claims by any third person; and
- all liability to you in negligence for acts or omissions of us and our employees, agents and contractors arising out of and in connection with your use of the Online Services.

Our liability to you for breach of any express provision of the Terms or any Non Excludable Condition (except a Non Excludable Condition implied by section 69 of the *Trade Practices Act 1974*) is limited at our option to one of supplying, replacing or repairing the goods or supplying again those services in respect of which the breach occurred.

We do not exclude liability to you for breach of any Non Excludable Condition implied by the *Trade Practices Act 1974* in respect of goods or services ordinarily acquired for personal, domestic or household use and consumption.

You agree to indemnify AACL, any organisation related to or affiliated with AACL, and that organisation's and AACL's officers, employees, contractors, advisers, agents, partners, and suppliers from and against any and all claims, losses or damages (including from any third party) arising in relation to:

1.

- your use of the Online Services;
- any information you transmit via the Online Services; or
- any breach by you of these Terms.



2. *Intellectual Property*

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4. *Access*

Your access to the Online Services may be terminated or restricted by us for any reason at any time.