

Nexus Executive Services PRIVACY POLICY

Purpose

Nexus Executive Services (Nexus) is committed to the protection of personal privacy as required under the Privacy Act No. 155 of 2000 and Act No. 199 of 1988 (jointly recognised hereafter as "the Privacy Act") and has adopted a set of privacy principles based on the National Privacy Principle contained in Schedule 3 of the Privacy Act. By submitting information, you agree to Nexus' use of such information as described herein.

Scope

These are the principles that Nexus has adopted in order to protect information about individuals. These principles deal with the collection, use and disclosure of personal information, as well as access to information and intrusion issues.

Policy Statement

At Nexus your privacy is important to us. We are committed to ensuring that information we hold about you is held securely and that your confidentiality is protected.

1. Collection

Nexus will not collect personal information unless the information is necessary for one or more of its functions or activities.

Nexus will not collect personal information only by lawful and fair means and not in an unreasonably intrusive way.

At or before the time (or, if that is not practicable, as soon as practicable after) an organisation collects personal information about an individual from the individual, Nexus must take reasonable steps to ensure that the individual is aware of:

- (a) the identity of the Nexus and how to contact it; and
- (b) the fact that he or she is able to gain access to the information; and
- (c) the purposes for which the information is collected; and
- (d) the organisations (or the types of organisations) to which Nexus usually discloses information of that kind; and
- (e) any law that requires the particular information to be collected; and
- (f) the main consequences (if any) for the individual if all or part of the information is not provided.

If it is reasonable and practicable to do so, Nexus will collect personal information about an individual only from that individual.

If Nexus collects personal information about an individual from someone else, it must take reasonable steps to ensure that the individual is or has been made aware of the matters listed from (a) to (f) above except to the extent that making the individual aware of the matters would pose a serious threat to the life or health of any individual.

2 . Use & Disclosure

Nexus will not use or disclose personal information about an individual for a purpose (the secondary purpose) other than the primary purpose of collection unless:

- (a) both of the following apply:
 - (i) the secondary purpose is related to the primary purpose of collection and, if the personal information is sensitive information, directly related to the primary purpose of collection;
 - (ii) the individual would reasonably expect Nexus to use or disclose the information for the secondary purpose; or
- (b) the individual has consented to the use or disclosure; or
- (c) if the information is not sensitive information and the use of the information is for the secondary purpose of direct marketing:
 - (i) it is impracticable for Nexus to seek the individual's consent before that particular use; and
 - (ii) Nexus will not charge the individual for giving effect to a request by the individual to Nexus not to receive direct marketing communications; and
 - (iii) the individual has not made a request to Nexus not to receive direct marketing communications; and
 - (iv) in each direct marketing communication with the individual, Nexus draws to the individual's attention, or prominently displays a notice, that he or she may express a wish not to receive any further direct marketing communications; and
 - (v) each written direct marketing communication by Nexus with the individual (up to and including the communication that involves the use) sets out Nexus's business address and telephone number and, if the communication with the individual is made by fax, telex or other electronic means, a number or address at which Nexus can be directly contacted electronically; or
- (d) if the information is health information and the use or disclosure is necessary for research, or the compilation or analysis of statistics, relevant to public health or public safety:
 - (i) it is impracticable for Nexus to seek the individual's consent before the use or disclosure; and
 - (ii) the use or disclosure is conducted in accordance with guidelines approved by the Commissioner under section 95A for the purposes of this subparagraph; and
 - (iii) in the case of disclosure — Nexus reasonably believes that the recipient of the health information will not disclose the health information, or personal information derived from the health information; or
- (e) Nexus reasonably believes that the use or disclosure is necessary to lessen or prevent:
 - (i) a serious and imminent threat to an individual's life, health or safety; or
 - (ii) a serious threat to public health or public safety; or
- (f) Nexus has reason to suspect that unlawful activity has been, is being or may be engaged in, and uses or discloses the personal information as a necessary part of its investigation of the matter or in reporting its concerns to relevant persons or authorities; or
- (g) the use or disclosure is required or authorised by or under law; or
- (h) Nexus reasonably believes that the use or disclosure is reasonably necessary for one or more of the following by or on behalf of an enforcement body:

- (i) the prevention, detection, investigation, prosecution or punishment of criminal offences, breaches of a law imposing a penalty or sanction or breaches of a prescribed law;
- (ii) the enforcement of laws relating to the confiscation of the proceeds of crime;
- (iii) the protection of the public revenue;
- (iv) the prevention, detection, investigation or remedying of seriously improper conduct or prescribed conduct;
- (v) the preparation for, or conduct of, proceedings before any court or tribunal, or implementation of the orders of a court or tribunal.

If an organisation uses or discloses personal information under paragraph (h) above, it must make a written note of the use or disclosure.

The principles of Use and Disclosure operates in relation to personal information that Nexus has collected from a related body corporate as if Nexus' primary purpose of collection of the information were the primary purpose for which the related body corporate collected the information.

3. Data Quality

Nexus must take reasonable steps to make sure that the personal information it collects, uses or discloses is accurate, complete and up-to-date.

4. Data Security

Nexus will take reasonable steps to protect the personal information it holds from misuse and loss and from unauthorised access, modification or disclosure.

Nexus will take reasonable steps to destroy or permanently de-identify personal information if it is no longer needed for any purpose for which the information may be used or disclosed under National Privacy Principle 2.

5. Openness

Nexus will set out in a document a clear expression of policies on its management of personal information. Nexus will make the document available to anyone who asks for it.

On request by a person, Nexus must take reasonable steps to let the person know, generally, what sort of personal information it holds, for what purposes, and how it collects, holds, uses and discloses that information.

6. Access & Correction

A customer may request at any time access to personal details held by Nexus by forwarding a written request. Any written requests will be processed within a reasonable time.

If Nexus holds personal information about an individual, it must provide the individual with access to the information on request by the individual, except to the extent that:

- (a) in the case of personal information other than health information — providing access would pose a serious and imminent threat to the life or health of any individual; or
- (b) in the case of health information — providing access would pose a serious threat to the life or health of any individual; or

- (c) providing access would have an unreasonable impact upon the privacy of other individuals; or
 - (d) the request for access is frivolous or vexatious; or
 - (e) 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
 - (f) providing access would reveal the intentions of the organisation in relation to negotiations with the individual in such a way as to prejudice those negotiations; or
 - (g) providing access would be unlawful; or
 - (h) denying access is required or authorised by or under law; or
 - (i) providing access would be likely to prejudice an investigation of possible unlawful activity; or
 - (j) providing access would be likely to prejudice:
 - (i) the prevention, detection, investigation, prosecution or punishment of criminal offences, breaches of a law imposing a penalty or sanction or breaches of a prescribed law; or
 - (ii) the enforcement of laws relating to the confiscation of the proceeds of crime; or
 - (iii) the protection of the public revenue; or
 - (iv) the prevention, detection, investigation or remedying of seriously improper conduct or prescribed conduct; or
 - (v) the preparation for, or conduct of, proceedings before any court or tribunal, or implementation of its orders;
- by or on behalf of an enforcement body; or
- (k) an enforcement body performing a lawful security function asks Nexus not to provide access to the information on the basis that providing access would be likely to cause damage to the security of Australia.

However, where providing access would reveal evaluative information generated within Nexus in connection with a commercially sensitive decision-making process, Nexus may give the individual an explanation for the commercially sensitive decision rather than direct access to the information.

If Nexus is not required to provide the individual with access to the information because of one or more of paragraphs (a) to (k) above (inclusive), Nexus will, if reasonable, consider whether the use of mutually agreed intermediaries would allow sufficient access to meet the needs of both parties.

If Nexus charges for providing access to personal information, those charges:

- (a) must not be excessive; and
- (b) must not apply to lodging a request for access.

If Nexus holds personal information about an individual and the individual is able to establish that the information is not accurate, complete and up-to-date, Nexus will take reasonable steps to correct the information so that it is accurate, complete and up-to-date.

If the individual and Nexus disagree about whether the information is accurate, complete and up-to-date, and the individual asks Nexus to associate with the information a statement claiming that the information is not accurate, complete or up-to-date, Nexus must take reasonable steps to do so.

Nexus must provide reasons for denial of access or a refusal to correct personal information.

7. Identifiers

Nexus will not adopt as its own identifier of an individual an identifier of the individual that has been assigned by:

- (a) an agency; or
- (b) an agent of an agency acting in its capacity as agent; or
- (c) a contracted service provider for a Commonwealth contract acting in its capacity as contracted service provider for that contract.

Nexus will not use or disclose an identifier assigned to an individual by an agency, or by an agent or contracted service provider mentioned above, unless:

- (a) the use or disclosure is necessary for Nexus to fulfil its obligations to the agency; or
- (b) one or more of paragraphs (e) to (h) in Use and Disclosure above (inclusive) apply to the use or disclosure; or
- (c) the use or disclosure is by a prescribed organisation of a prescribed identifier in prescribed circumstances.

In this clause:

Identifier includes a number assigned by Nexus to an individual to identify uniquely the individual for the purposes of the organisation's operations. However, an individual's name or ABN (as defined in the *A New Tax System (Australian Business Number) Act 1999*) is not an **identifier**. The number will be one uniquely assigned by a computer system and may include "date of birth" as a cross check. The reason for not allowing external identifiers is to afford protection of information should records be cross-referenced by some external means. Nexus will assign unique identifiers through its computer systems.

8. Anonymity

Wherever it is lawful and practicable, individuals will have the option of not identifying themselves when entering transactions with Nexus. There are few circumstances in which anonymity would be appropriate. No personal information will be transferred to an individual without establishing the identity of the recipient through the use of a personal identifier and/or cross check.

9. Transborder data flows

Nexus will only transfer personal information about an individual to someone (other than Nexus or the individual) who is in a foreign country only if:

- (a) Nexus reasonably believes that the recipient of the information is subject to a law, binding scheme or contract which effectively upholds principles for fair handling of the information that are substantially similar to the National Privacy Principles; or
- (b) the individual consents to the transfer; or
- (c) the transfer is necessary for the performance of a contract between the individual and Nexus, or for the implementation of pre-contractual measures taken in response to the individual's request; or
- (d) the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the individual between Nexus and a third party

- (e) all of the following apply:
 - (i) the transfer is for the benefit of the individual;
 - (ii) it is impracticable to obtain the consent of the individual to that transfer;
 - (iii) if it were practicable to obtain such consent, the individual would be likely to give it; or
- (f) Nexus has taken reasonable steps to ensure that the information which it has transferred will not be held, used or disclosed by the recipient of the information inconsistently with the National Privacy Principles.

10. Sensitive information

Nexus will not collect sensitive information about an individual unless:

- (a) the individual has consented; or
- (b) the collection is required by law; or
- (c) the collection is necessary to prevent or lessen a serious and imminent threat to the life or health of any individual, where the individual whom the information concerns:
 - (i) is physically or legally incapable of giving consent to the collection; or
 - (ii) physically cannot communicate consent to the collection; or
- (d) if the information is collected in the course of the activities of a non-profit organisation—the following conditions are satisfied:
 - (i) the information relates solely to the members of the organisation or to individuals who have regular contact with it in connection with its activities;
 - (ii) at or before the time of collecting the information, the organisation undertakes to the individual whom the information concerns that the organisation will not disclose the information without the individual's consent; or
- (e) the collection is necessary for the establishment, exercise or defence of a legal or equitable claim.

Despite the above paragraph, Nexus may collect health information about an individual if:

- (a) the information is necessary to provide a health service to the individual; and
- (b) the information is collected:
 - (i) as required by law (other than the Privacy Act); or
 - (ii) in accordance with rules established by competent health or medical bodies that deal with obligations of professional confidentiality which bind Nexus.

Despite the first paragraph, an organisation may collect health information about an individual if:

- (a) the collection is necessary for any of the following purposes:
 - (i) research relevant to public health or public safety;
 - (ii) the compilation or analysis of statistics relevant to public health or public safety;
 - (iii) the management, funding or monitoring of a health service; and
- (b) that purpose cannot be served by the collection of information that does not identify the individual or from which the individual's identity cannot reasonably be ascertained; and
- (c) it is impracticable for Nexus to seek the individual's consent to the collection; and
- (d) the information is collected:
 - (i) as required by law (other than this Act); or

- (ii) in accordance with rules established by competent health or medical bodies that deal with obligations of professional confidentiality which bind Nexus; or
- (iii) in accordance with guidelines approved by the Commissioner under section 95A of the Privacy Act.

If an organisation collects health information about an individual in accordance with this last paragraph, Nexus must take reasonable steps to permanently de-identify the information before Nexus discloses it.

In this clause:

Non-profit organisation means a non-profit organisation that has only racial, ethnic, political, religious, philosophical, professional, trade, or trade union aims.