

**CLC DELIVERIES PTY LTD (“CLC”)**  
(A.C.N. 002 243 085)  
**PRIVACY POLICY for E-GO AFFILIATES**

**N.B.** PLEASE READ THE TERMS OF THIS POLICY CAREFULLY AS YOUR USE OF THE *E-GO* WEBSITE WILL BE DEEMED TO CONSTITUTE YOUR ACCEPTANCE OF THESE PROVISIONS AND TO THE COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION IN ACCORDANCE WITH THEM.

**1. Introduction**

(1) The provisions of this Policy apply to Affiliates (as defined in the Terms & Conditions of the *E-go* Affiliate Program (the “Program”)) visiting the Affiliate section of the website situated at and known as “*e-go.com.au*” (“*e-go*”) owned and operated by CLC (to which “we”, “us” and “our” when used herein apply) and are intended to inform visitors about the collection, use and disclosure of personal information submitted via this site. They are based on the National Privacy Principles (the “Principles”) promulgated by the *Privacy Act 1988 (Cwth)* as amended by the *Privacy Amendment (Private Sector) Act 2000 (Cwth)* (the “Act”).

(2) These provisions are separate from and in some respects different to the provisions of CLC’s “Privacy Policy for *E-go* Customers” which will apply to Affiliates in their capacity as *e-go* customers.

(3) We will keep our Policy under review to ensure it accurately reflects and addresses the nature and scope of our activities and inter-relationships with our Affiliates. Where appropriate, the Policy will be amended to ensure maintenance of this accuracy (including taking account of technological developments and changes to our practices and procedures).

(4) Affiliates should periodically check the contents of our Policy to ascertain the current terms to which they will be subject.

**2. Meaning of “Personal Information”**

Personal information (“Information”) is defined in the Act as information or an opinion (including information or opinion forming part of a database), whether or not true and whether or not recorded in a material form, about a person whose identity is apparent, or can be reasonably ascertained, from that information or opinion.

**3. Information Collected by CLC**

(1) CLC collects Information from our Affiliates in the ordinary course of them making application for registration under the Program. The Information we collect is necessary for CLC to properly and efficiently implement the Program and for secondary activities reasonably related to that primary purpose.

(2) Information collected from Affiliates at registration will normally include: name, address, phone no. (landline and mobile), ACN and/or ABN, GST registration status, e-mail address, bank account or other (e.g. “Paypal”) particulars (for payment of commission), and, password for access to our website.

**4. How Information is Collected**

Generally the Information is collected from Affiliates by their completion and submission of electronic forms appearing on our website required to make application for registration as an Affiliate under the Program.

**5. Use and Disclosure of Information**

- (1) Subject to our Affiliates' consent, we will use Information to e-mail newsletters advising our Affiliates of new services we can supply and to provide news of developments that we believe will be of benefit or interest to our Affiliates.
- (2) We also use Information to e-mail to our Affiliates statements showing how commission has been calculated and to remit payment of commission in accordance with those calculations.
- (3) In the normal course of operating the Program CLC will have no cause to disclose Information received from or about Affiliates to third parties (individuals other than our employees).
- (4) We may, however, be required or authorised:
  - (a) to disclose Information to third parties such as:
    - (i) those nominated by you;
    - (ii) our lawyers and other professional advisers;
    - (iii) to governmental organisations and authorities and other bodies where legally required; and
  - (b) to disclose or use Information to comply with the Principles.

## **5. Quality of Information**

We take all reasonable precautions to ensure that the Information we collect, use and disclose is accurate, complete and up-to-date. Inevitably, however, we are to a large extent reliant upon our Affiliates to notify us of changes to that Information. We therefore ask our Affiliates to regularly review and where necessary correct their registration particulars recorded on our website.

## **6. Security of Information**

- (1) We make all reasonable efforts to:
  - (a) protect the Information we collect and hold from misuse and loss and from unauthorised access, modification or disclosure; and
  - (b) destroy or permanently de-identify Information no longer needed for any purpose permitted under the Principles.
- (2) More specifically, we:
  - (a) consistently aim to develop and improve the security and integrity of our computer systems to block unauthorised access to and use of Information data and to prevent access to those systems and that data by former employees and other personnel;
  - (b) regularly back-up our databases containing Information and keep back-ups in secure environments;
  - (c) restrict access to Information to employees and other personnel who need access for legitimate business purposes;
  - (d) ensure all relevant employees and other personnel are aware of this Policy and are assisted to understand and comply with their obligations under it; and
  - (e) endeavour to deal only with suppliers, contractors and others having access to Information about our Affiliates, who are substantially committed to compliance with the Principles and the spirit of our Policy.

## **7. Openness**

- (1) We will provide a copy of this Policy or make its viewing accessible to anyone who asks.
- (2) If requested in writing, we will make all reasonable efforts to let any person know, in general terms, what sort of Information we hold and for what purpose(s), and, how we collect, hold, use and disclose Information. Requests should be sent by e-mail to:  
The Director,

CLC Deliveries Pty Ltd,  
e-go.com.au

- (3) CLC may charge a reasonable fee for processing and responding to such requests.

## **8. Access to and Correction of Information**

- (1) Unless an exception applies under the Principles, we will within a reasonable time of receipt of a written request (addressed as above) from an Affiliate, provide that Affiliate with access to Information we hold about the Affiliate, including for the purpose of correcting or updating that Information.
- (2) CLC may charge a reasonable fee for processing and responding to such requests.
- (3) If CLC refuses to comply with a request, the Affiliate will, within a reasonable time, be advised in writing of the reason(s) for refusal and the exception(s) prescribed under the Principles on which the refusal is based.
- (4) In the event that an Affiliate gives written notice of objection to our refusal to provide access, or, to us continuing to hold, use or disclose Information about the Affiliate, we will try to resolve the issue directly with the Affiliate. If the issue cannot be resolved within a mutually acceptable period of time we will refer the matter to the Privacy Commissioner for a determination. The Affiliate may also refer the matter to the Commissioner.

## **9. Identifiers**

- (1) CLC will not adopt as its own identifier of an Affiliate an identifier that is prohibited under the Principles such as a Medicare, tax file or pension number.
- (2) However, in accordance with the Principles, the Affiliate's name, ABN and/or ACN and GST registration particulars are not prohibited identifiers.

## **10. Anonymity**

Where lawful and practicable, Affiliates may deal with CLC anonymously. The circumstances where this situation may apply will be determined on a case-by-case basis where consideration will be given to such factors as the need for certainty to avoid or minimise the potential for future disputes or legal proceedings.

## **11. Sensitive Information**

Subject to the exceptions set forth in the Principles (including the Affiliate's consent or legal obligation to do so), CLC does not and will not collect sensitive Information, as defined in the Act (e.g. racial or ethnic origin, religious beliefs, health, criminal record) about its Affiliates.

## **12. Links to Other Websites**

- (1) Our website contains links or references to other websites which we do not control and to which the provisions of this Policy do not apply.
- (2) Affiliates should read and understand the contents of any privacy policies applicable to those other websites.