

Term of Service

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Privacy and Notifiable Data Breaches

X.1 In providing the Goods and/or Services, the Supplier must comply, and ensure that its officers, employees, agents and subcontractors comply with the *Privacy Act 1988* (Cth) and not do anything, which if done by the Customer would breach an Australian Privacy Principle as defined in that Act. The Supplier will notify the Customer if it becomes aware that it may be required to disclose Personal Information by law or to the Australian Information Commissioner.

X.2 If the Supplier becomes aware that there are reasonable grounds to suspect that there may have been an Eligible Data Breach in relation to any Personal Information held by the Supplier as a result of this Contract or its provision of the Services, the Supplier agrees to:

- a. notify the Customer in writing as soon as possible, which must be no later than within 3 days; and
- b. unless otherwise directed by the Customer, carry out an assessment in accordance with the requirements of the *Privacy Act 1988* (Cth).

X.3 Where the Supplier is aware that there are reasonable grounds to believe there has been, or where the Customer notifies the Supplier that there has been, an Eligible Data Breach in relation to any Personal Information held by the Supplier as a result of this Contract or its provision of the Services, the Supplier will:

- a. take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any of the individuals to whom it relates;
- b. unless otherwise directed by the Customer, take all other action necessary to comply with the requirements of the *Privacy Act 1988* (Cth); and

c. take any other action as reasonably directed by the Customer.

X.4 The Supplier must ensure that any subcontract entered into by the Supplier for the purposes of fulfilling the Supplier's obligations under the contract imposes on the Subcontractor the same obligations regarding privacy and notifiable data breaches that the Supplier has under the Contract. Each subcontract must also require the same obligations (where relevant) to be included by the Subcontractor in any secondary subcontracts.

X.5 The Supplier will notify the Customer as soon as reasonably practicable if it becomes aware of a breach or possible breach of the obligations contained in this clause.