

PRIVACY POLICY

Self Storage Association of Australasia Limited (ABN 23 050 341 725)

EFFECTIVE DATE: 3 March 2021

The purpose of this Policy is to inform Users what kind of information SSAA gathers about You when You visit the Website, register to become a Member, or a Member discloses information about You to Us, and to inform You how We comply with the requirements of the Privacy Legislation and the Privacy Principles.

The Policy also explains:

- a) how Personal Information is collected, held and secured;
- b) the purposes for which Personal Information is collected;
- c) how SSAA may use Your Personal Information and whether SSAA may disclose Your Personal Information to third parties;
- d) how You can gain access to Your Personal Information and seek its correction; and
- e) how You may complain or enquire about Our collection, handling, use or disclosure of Your Personal Information and how that complaint or enquiry will be handled.

Protecting Your privacy is very important to SSAA and We are committed to maintaining the security of any Personal Information provided to Us by all Users.

1. Definitions

In this Policy:

"Account" means a Member's membership account with Us.

"Anonymous Data" means data that is not associated with or linked to Personal Information and does not, by itself, permit the identification of individual persons.

"Australian Privacy Principles" means the principles contained in schedule 1 of the Australian Privacy Act governing the handling, use and management of Personal Information.

"Corporations Act" means the *Corporations Act 2001* (Cth) as amended from time to time.

"Contact Person" means an individual whose contact information is provided to Us by a Member in that Member's membership application, or whose contact information is otherwise provided by the Member for the purposes of SSAA contacting that Member.

"Information Principles" means the principles contained in the New Zealand Privacy Act governing the handling, use and management of Personal Information.

"Member" means an individual or entity who has been accepted by SSAA as a member and remains a current member.

"Membership Terms" means SSAA's "Membership Terms and Conditions", as posted on the Website and amended from time to time.

"Personal Information" means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or which can reasonably be ascertained, from the information or opinion, including, names, addresses, telephone numbers, email addresses, as well as any other non-public information that is associated with or linked to any of the foregoing data and includes Sensitive Information.

"Policy" means this privacy policy, as amended from time to time.

"Privacy Act" means, as applicable:

- (a) in respect of Australia, the *Privacy Act* 1988 (Cth), as amended from time to time; and
- (b) in respect of New Zealand, the *Privacy Act* 1993 (NZ), as amended from time to time.

"Privacy Legislation" means, collectively, the relevant Privacy Act in respect of Australia and New Zealand and any other applicable privacy legislation in Australia and New Zealand (as applicable), as amended from time to time.

"Privacy Principles" means, as applicable:

- (a) in respect of Australia, the Australian Privacy Principles; and
- (b) in respect of New Zealand, the Information Privacy Principles.

"Sensitive Information" means health or personal information regarding an individual's racial or ethnic origin, political opinions, membership of a political association, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual preferences or practices or criminal record.

"SSAA", "We", "Us" or "Our" means Self Storage Association of Australasia Limited (ABN 23 050 341 725).

"User", "You" or "Your" means a Member, a Contact Person, and anyone accessing the Website for any reason.

"Website" means the website www.selfstorage.org.au.

2. This Policy

2.1 Without limiting clause 10 of this Policy, We may, from time to time, update this Policy to take into account new laws, regulations and technology. By submitting Personal Information to Us, or permitting a Member to submit Your Personal Information to Us, You agree to the most recent terms of this Policy as posted on the Website and You expressly consent to the collection, use and disclosure of Your Personal Information in accordance with this Policy.

3. How We collect Personal Information

3.1 The information We collect about You via the Website depends on how and why You access the Website. If You visit the Website to read, browse or download information, Our computer system will record information about the visit.

Personal Information You provide to Us

- 3.2 If You are a Member, or a Contact Person, We will collect Personal Information from You when the Member applies for Membership and when We interact with You. This will include Your first and last name, addresses, contact phone numbers and email addresses and other application information for verification purposes.
- 3.3 Where We collect unsolicited Personal Information (being Personal Information which has been provided to Us without being requested by Us) ("**Unsolicited Information**"), We will only hold, use and or disclose the Unsolicited Information in accordance with this Policy.
- 3.4 We retain information on Your behalf, such as files and messages that You store using an Account.
- 3.5 If You provide Us feedback or contact Us via email, We will collect any contact information provided in the email, as well as any other content included in the email, in order to send You a reply.
- 3.6 When You post messages or upload any other content on the Website, the information contained in Your posting will be stored on Our servers, and other Users to whom You provide access, will be able to see such messages and content.
- 3.7 If You contact us via email regarding support for the Website, We may also collect Personal Information regarding Your operating system and version.
- 3.8 We may also collect Personal Information at such other points on the Website where We state that Personal Information will be collected. If You choose not to provide certain information, this may limit the features of the Website which You are able to use.

Personal Information collected via technology

- 3.9 To make the Website more useful to You, Our servers (which may be hosted by a third-party service provider) collect information from You including Your browser type, operating system, Internet Protocol (IP) address (a number that is automatically assigned to Your computer when You use the Internet, which may vary from session to session), hardware attributes, and/or a date/time stamp for Your visit.
- 3.10 As is common for many websites, We use "cookies" on the Website. "Cookies" are very small files used to identify You when You come back to the Website, keep track of Your preferences, direct specific content to You and store details about Your use of the Website ("**Cookies**"). Cookies are used to improve the Website experience of Users and are not malicious programs that damage Your computer. If You change the settings on Your internet browser to block or restrict Cookies, You may not be able to make full use of the Website.

Personal Information collected from other people or entities about You

- 3.11 Other people or entities may provide Personal Information about You to Us. For example, when feedback is received about You, including via the Website. If You are a Contact Person, we will also collect Personal Information about You from the Member.

3.12 Personal Information collected from third parties

3.13 We may receive Personal Information about You from third parties that assist SSAA in providing and maintaining its services, such as service providers who assist with verifying information provided by You. We may add this Personal Information to the Personal Information We have already collected from You.

4. Use of Your Personal Information

4.1 In general, Your Personal Information is used either to respond to requests that You make, or to aid Us in serving You better. The ways in which We use and/or disclose (as appropriate) Your Personal Information include:

- (a) to facilitate the creation of and security of an Account and carry out our business (including planning, development, research and analysis);
- (b) to identify and authenticate You as a User;
- (c) to verify information provided by You (as applicable);
- (d) to improve administration of the Website and the quality of Your experience, including responding to Your queries and requests for assistance;
- (e) to tailor the features, performance and support of the Website for You;
- (f) to communicate with You regarding changes or improvements to the services We offer and the Website or changes to any terms, rules, guidelines or policies posted by Us on the Website from time to time;
- (g) to communicate with You as part of secondary fraud protection (as applicable) or to solicit Your feedback;
- (h) to send You other administrative communications, such as newsletters, security, support and maintenance communications and a welcome email to verify ownership of the email address provided when an Account was created;
- (i) to protect SSAA and other Users;
- (j) to comply with any law, order of a court, tribunal or regulator or if SSAA reasonably believes that the use or disclosure of the information is reasonably necessary for enforcement related activities;
- (k) to verify Your compliance with Your obligations under any terms, rules, guidelines or policies posted by SSAA on the Website from time to time and to notify You of any breaches; and
- (l) for direct marketing purposes in accordance with clause 5.5 of this Policy.

4.2 In the event that We collect, use or disclose any information from You that is Sensitive Information, then We will not use or disclose Your Sensitive Information for any purpose other than the primary purpose for which Your Sensitive Information was collected, unless We obtain Your express prior consent.

4.3 We may create Anonymous Data records from Personal Information by excluding information (such as Your name) that makes the data personally identifiable to You. We may use this Anonymous Data to analyse request and usage patterns so that We can improve the content, performance and navigation of the Website. SSAA reserves the right to use Anonymous Data for any purpose and disclose Anonymous Data to third parties as necessary.

4.4 SSAA will not sell Your Personal Information to unrelated third parties under any circumstances.

5. Disclosure of Your Personal Information

5.1 We may disclose Your Personal Information as described below and elsewhere in this Policy.

At Your request

5.2 We may share Your Personal Information with third parties to whom You request Us to send Personal Information, including other Members.

Third Party Service Providers

5.3 We may share Your Personal Information with third party service providers to:

- (a) provide You with the full use of the Website;
- (b) to conduct quality assurance testing;
- (c) to facilitate creation of Accounts; and
- (d) to provide technical support.

5.4 These third-party service providers are required not to use Your Personal Information other than to provide the services requested by SSAA. Examples of such third-party service providers include companies that process payments from You to Us.

Direct Marketing

5.5 Where Personal Information (other than Sensitive Information) is collected by SSAA, that information may only be used by SSAA (or disclosed by SSAA to a third party) for direct marketing purposes if:

- (a) the individual has consented to SSAA using or disclosing that information for that purpose, or the individual would reasonably expect SSAA to use or disclose the information for that purpose. For example, Our Membership Terms allow Members who hold "Service Memberships" (as described in Our Membership Terms) to provide direct marketing communications to other Members and Contact Persons, in certain circumstances;
- (b) SSAA (or the third party) provides a simple means by which the individual may easily request not to receive direct marketing communications; and
- (c) the individual has not made a request not to receive direct marketing communications from SSAA (or the third party).

Affiliates and Acquisitions

- 5.6 We may share some or all of Your Personal Information with Our Related Bodies Corporate (as defined in the Corporations Act), joint ventures, or other companies under a common control ("**Affiliates**"), in which case We will require Our Affiliates to honour this Policy.
- 5.7 If another company acquires the shares in SSAA, the business, or Our assets, that company will, directly or indirectly, possess the Personal Information collected by Us.

Other disclosures

- 5.8 Regardless of any choices You make under this Policy regarding the use of Your Personal Information, SSAA may disclose Personal Information if We believe in good faith that such disclosure is necessary:
- (a) in connection with any legal investigation;
 - (b) to comply with relevant laws, or to respond to subpoenas or warrants served on Us;
 - (c) to lessen or prevent a serious threat to the life, health or safety of an individual or to public safety;
 - (d) to investigate or assist in preventing any violation or potential violation of the law;
 - (e) where another "permitted general situation" (as defined in the Privacy Act) applies; or
 - (f) where disclosure is reasonably necessary for a law enforcement related activity.

6. Third party data collection

- 6.1 The Website may contain links to other websites that are not owned or controlled by Us. We have no control over, do not review and are not responsible for the privacy policies of, or the content displayed on, such other websites. When You click on a link to any other website or location, You will leave the Website and go to another website where a third party may collect Personal Information or Anonymous Data from You.
- 6.2 We may use third-party advertising companies to serve ads when You visit the Website. These companies may collect and use information (not including Your name, address, email address, or telephone number) about Your visits to the Website and other websites in order to provide advertisements about their goods and services to You.
- 6.3 This Policy addresses only Our use and disclosure of Your Personal Information. If You disclose Personal Information to a third party, the use and disclosure restrictions contained in this Policy will not apply to such third parties.

7. Your choices regarding your Personal Information

- 7.1 On creation of an Account, We will periodically send You free newsletters and communications that promote Our services and/or the Website. ("**Marketing Material**").
- 7.2 We offer You choices regarding the collection, use, and sharing of Your Personal Information. You may "opt-out" of receiving Marketing Material at any time by either following the unsubscribe instructions in the Marketing

Material or by contacting Us directly using the contact information provided in this Policy. Our electronic marketing activities will comply with the requirements of the *Spam Act 2003 (Cth)* and the *Unsolicited Electronic Messages Act 2007 (NZ)* (as applicable).

7.3 Notwithstanding any other provision of this Policy or any election by You to unsubscribe from Marketing Materials, We may continue to send You notices of any updates to any terms, rules, guidelines or policies posted by Us on the Website from time to time.

7.4 You may update, change or clear any Personal Information or other information We hold about You in relation to an Account by editing the Account profile or by written communication to Us.

7.5 You may request deletion of Your Personal Information by Us at any time. However, We may be required under the Privacy Legislation to keep this information and not delete it (or to keep this information for a certain time), in which case We will comply with Your deletion request only after We have fulfilled such requirements.

7.6 Once We are no longer required to keep Your Personal Information and the primary purpose for which Your Personal Information is no longer relevant (i.e. You are no longer a Member), We will take reasonable steps to destroy or permanently de-identify the information as appropriate.

7.7 When We delete any information, it will be deleted from the active database, but may remain in Our archives. We may retain Your information for fraud or similar purposes if this is permitted or required under the Privacy Legislation. However, if We have already disclosed some of Your Personal Information to third parties, We cannot access that Personal Information any longer and cannot force the deletion or modification of any such information by the parties to whom We have made those disclosures. In that situation You would need to approach such third parties directly.

8. Securing Your Personal Information

8.1 SSAA is committed to protecting the security of Your Personal Information. We use a variety of industry-standard security technologies and procedures to help protect Your Personal Information from unauthorised access, use, or disclosure.

8.2 No method of transmission over the internet, or method of electronic storage, is 100% secure. While SSAA uses reasonable efforts to protect Your Personal Information, We cannot guarantee absolute security.

8.3 In addition, Our employees and contractors who provide services related to Our information systems are obliged to respect the confidentiality and privacy of any Personal Information held by SSAA. However, SSAA will not be held responsible for events arising from unauthorised access of Your Personal Information.

8.4 If applicable, You are entirely responsible for maintaining the security of any passwords for Your Account or any Account for which you are a Contact Person. Please notify Us immediately if there is any unauthorised use of, or any breach of security relating to such Account.

9. Access, complaints and feedback

- 9.1 SSAA welcomes ideas and feedback about all aspects of Our Services and/or the Website. SSAA stores all feedback provided by Users and uses this feedback to administer and refine Our services and/or the Website. Any feedback shared with SSAA's partners or service providers will only be shared in aggregate form or with identifying characteristics removed.
- 9.2 You can request access to Your Personal Information, or request that We amend Your Personal Information, by sending a formal request to Us using the contact information provided in this Policy. Upon receipt of such a request, We will give You access unless specific limitations or restrictions apply (i.e. We reasonably determine that the request is frivolous or vexatious or if providing such access would be unlawful). We reserve the right to charge any reasonable costs incurred in providing such access to You.
- 9.3 We will respond to a request for access to Personal Information within a reasonable period after the request is made and give access in the manner requested if it is reasonable and practical to do so.
- 9.4 If We do not agree to provide with access to Your Personal Information or We do not agree to amend Your Personal Information as requested, We will, where appropriate, provide You with the reasons for Our decision and directions as to how to complain about Our refusal.
- 9.5 If You have any complaints about dealings with Your Personal Information (including any breach of the Privacy Principles by Us), You may lodge Your complaint using the contact information provided in this Policy.
- 9.6 Any complaints received by Us will be investigated by Our compliance team and a written response will be provided to You within a reasonable time. We may seek further information from You in order to provide You with a complete response. If You are not satisfied with Our response, You may refer Your complaint to the Office of the Australian Information Commissioner (OAIC).

10. Amendments to this Policy

- 10.1 We may amend the terms of this Policy from time to time. Please check the Website regularly for any updates.
- 10.2 If We make any material changes in the way We use Your Personal Information, We will notify You by sending You an email to the last email address You provided to Us, and/or by posting notice of the changes on the Website.
- 10.3 If You do not agree to any amendment, You must cease access to and use of the Website. By continuing to use the Website after We notify You in accordance with this Policy, You acknowledge the amendments and agree to be bound by this Policy (as amended).

11. Contact Information

- 11.1 SSAA welcomes Your comments or questions regarding this Policy.

11.2 If You have concerns about how We handle Your information or require further information, please contact SSAA using the following contact information:

- (a) Email: legalsupport@selfstorage.com.au
- (b) Telephone: +61 3 9466 9699
- (c) Post: Self Storage Association of Australasia, Unit 4, 2 Enterprise Drive, Bundoora, Victoria 3083, Australia.

12. More information about privacy

12.1 For more information about privacy issues in Australia and protecting Your privacy, contact the Office of the Australian Information Commissioner (OAIC).

12.2 For more information about privacy issues in New Zealand and protecting Your privacy, contact the Office of the Privacy Commissioner.