



Privacy Policy

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This Privacy Policy statement made by Systems of the Future (Australia) Pty Ltd, trading as SFI Allegro (hereinafter referred to as “**SFI**”), along with its subsidiaries and affiliates (“**SFI**” or “**We**” or “**Our**”) with respect to access to and use of SFI’s Software., is effective as of 3rd August 2020. It applies to our *SFI* websites, including www.xugo.com.au, products and services.

1. Introduction

This Privacy Policy applies to all *SFI* websites that link to it. It also applies to the products and services provided by *SFI* through these websites, our mobile applications and applications posted in other third-party online marketplaces.

This privacy policy details what information we do collect from you, what we do with it, who can access it and what you can do about it.

✓ Information SFI collects and controls

SFI uses information about website visitors, potential customers, users of *SFI* products and services, and others who contact *SFI* through forms, webchat or email addresses published on or linked to our websites. It explains how *SFI* will collect, use, and disclose Personal Information, and how it will keep that information secure.

✓ Information that SFI processes on your behalf

SFI handles data that you entrust to *SFI* when you use our products and services, or when you share any Personal or confidential Information with us while requesting Service Desk support.

In this policy it also outlines the procedure to gain access to or change Personal Information which *SFI* holds, and to make a complaint concerning *SFI* handling of Personal Information; this applies to all Personal Information collected by *SFI*, including the Personal Information of customers, suppliers, contractors and employees (except to the extent that Personal Information is contained in an employee record).

2. Definitions and Interpretation

In this Privacy Policy:

Disclose and **Disclosure** refer to the release of information to individuals or organisations outside *SFI*, including under a contract to undertake any outsourced functions.

Payment Processor is a company (often a third-party) appointed by a merchant to handle transactions from various channels.

Personal Information means information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- (a) whether the information or opinion is true or not; and
- (b) whether the information or opinion is recorded in a material form or not.

Primary Purpose means the purpose or purposes for which the Personal Information is collected and, generally (but without limitation):

- (a) in respect of customers, means:
 - providing products or services as may be offered by *SFI* from time to time and providing information about their availability, features and benefits, including products or services which *SFI* offers to its customers in response to a government policy or regulatory initiative;
- (b) in respect of suppliers, means acquiring goods or services from such suppliers;
- (c) in respect of contractors, means recruitment and selection, and administering the contracting relationship;

Privacy Act means the *Privacy Act 1988* (Cth).

Secondary Purpose means a purpose for which Personal Information is Used or Disclosed other than the Primary Purpose, which is one or more of the following:

- (a) business planning and product development;
- (b) identifying and inviting customers to participate in surveys or trials of new products or services;
- (c) notifying customers of new products or services;
- (d) a Use or Disclosure which the individual would reasonably expect, and which is related (and, in the case of Sensitive Information, directly related) to the Primary Purpose;
- (e) any other Use or Disclosure for which the individual has given consent.

Sensitive Information means

- (a) information or an opinion about an individual's:
 - (1) racial or ethnic origin;
 - (2) political opinions;
 - (3) membership of a political association;
 - (4) religious beliefs or affiliations;
 - (5) philosophical beliefs;

- (6) membership of a professional or trade association;
 - (7) membership of a trade union;
 - (8) sexual preferences or practices; or
 - (9) criminal record,
- that is also Personal Information; or
- (b) health information about an individual; or
 - (c) genetic information about an individual that is not otherwise health information.

Use means applications to which Personal Information can be put, including incorporating that information into a publication, but does not include mere Disclosure of that information.

Unsolicited Personal Information means Personal Information, or a kind of information which includes Personal Information, or which allows Personal Information to be reasonably deduced, that *SFI* receives from the individual or a third-party, and which *SFI* did not request the individual or third-party to provide.

Nothing in this Privacy Policy changes *SFI* existing obligations under the Privacy Act, and the Privacy Act prevails to the extent of any inconsistency.

3. Openness and Transparency

3.1 DESCRIPTION OF PERSONAL INFORMATION

- (a) The kinds of Personal Information *SFI* collects and holds about its customers includes:
 - (1) Personal Information that is necessary to enable *SFI* to provide its products and services to its customers.
- (b) The kinds of Personal Information *SFI* collects and holds about its suppliers includes the names and contact details of individuals *SFI* deals with in order to acquire goods or services.
- (c) The kinds of Personal Information *SFI* collects and holds about its contractors includes the names and contact details of individuals *SFI* deals with in order to administer the contract and manage the contracting relationship.
- (d) The kinds of Personal Information *SFI* collects and holds about individuals seeking employment with *SFI* includes the individual's name and contact information, the individual's curriculum vitae, and other information about the individual's suitability for employment with *SFI*.

3.2 PRIVACY POLICY

- (e) *SFI* website (www.sfi.com.au) contains a link to a disclaimer that includes this Privacy Policy (or such other policy statement approved for that purpose).

4. Payments and Billing

4.1 BILLING OVERVIEW

SFI use a third-party processor (the "Payment Processor") to bill you when purchasing a product direct from *SFI* via any of our sites, we ask for your Personal Information, such as your name, contact information and credit card or other payment account information. The processing of payments will be

subject to the terms, conditions and privacy policies of the Payment Processor in addition to these Terms of Service.

SFI is not responsible for error by the Payment Processor. You agree to make payment using that selected Payment Method. We reserve the right to correct any errors or mistakes that it makes even if it has already requested or received payment.

4.2 PAYMENT METHOD

The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method.

4.3 RECURRING BILLING

By choosing a recurring payment plan, you acknowledge that such Services have an initial and recurring payment feature and you accept responsibility for all recurring charges prior to cancellation. We may submit periodic charges without further authorisation from you, until you provide prior notice (receipt of which is confirmed by *SFI*), that you have terminated this authorisation or wish to change your payment method. Such notice will not affect charges submitted before we reasonably could act. To terminate your authorisation or change your payment method, contact *SFI* Service Desk on +61 3 8847 1300.

4.4 CHANGE AN AMOUNT AUTHORISED

If the amount charged to you varies from the amount you preauthorised, you have the right to receive, and we shall provide, notice of the amount to be charged and the date of the charge before the scheduled date of the transaction. Any agreement you have with your payment provider will govern your use of your Payment Method. You agree that we may accumulate charges incurred and submit them as one or more aggregate charges during or at the end of each billing cycle.

4.5 FREE TRIALS AND OTHER PROMOTIONS

Any free trial or other promotion must be used within the specified time of the trial. You must stop using the product or service before the end of the trial period in order to avoid being charged. If you cancel prior to the end of the trial period and are inadvertently charged, please contact us at servicedesk@sfi.com.au.

5. Termination

SFI may terminate your access to all or any part of the products & services at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your membership. If you wish to terminate your account, you may do so by contacting us at servicedesk@sfi.com.au. Any fees paid hereunder are non-refundable. All provisions of these Terms of Service which by their nature should survive termination, including without limitation ownership provisions, warranty disclaimers, indemnity and limitations of liability.

6. Collection

6.1 COLLECTION OF PERSONAL INFORMATION

- (a) *SFI* collects Personal Information where the collection of such information is reasonably necessary for *SFI* to perform one or more of its functions or activities.
 - (1) Information that you provide to *SFI*:
 - a. Account signup: We ask for your Personal Information, such as name, email address when you sign up for an account to access our services. A username and password is required. After signing up for an account you will need to provide information such as time zone, programming.
 - b. Form submissions: Information is recorded if you register for an event, subscribe to a mailing list, submit a form in order to download any product/service, document or other materials, or to submit a request for support.
 - c. Payments and billing: We use a third-party processor (the "Payment Processor") to bill you when purchasing a product direct from *SFI* via any of our sites. *SFI* does not store credit card information.
 - d. Testimonials: When you authorise *SFI* to post testimonials about our products and services on websites, we may include your name, position title, company name and other Personal information in the testimonial. You will be given an opportunity to review and approve the testimonial before we post it. If you wish to update or delete your testimonial, you can contact *SFI*'s Data Privacy Officer.
 - e. Interactions with *SFI*: *SFI* may record, analyse and use your interactions with *SFI*, including email, telephone, and chat conversations with our sales and Service Desk professionals, for improving our interactions. If you engage with our brand on Social Media - like, comment, retweet, mention us and/or follow us etc, we will have access to your interactions and profile information.
- (b) *SFI* endeavours to collect Personal Information from the individual to whom the information relates. Where *SFI* collects Personal Information from a third-party, that information will be handled in accordance with this Privacy Policy.
- (c) *SFI* only collects Personal Information by lawful and fair means. *SFI* will not collect Personal Information secretly or in an underhanded or unreasonably intrusive way.
- (d) Information that we collect automatically is from browsers, devices and services. As well as from first party cookies, tracking technologies, application logs and mobile analytics. You can disable browser cookies before visiting our websites. However, if you do so, you may not be able to use certain features of the website properly.

7. Retention of information

SFI retains your Personal Information for as long as it is required for the purposes stated in this Privacy Policy. *SFI* may retain your information for longer periods as permitted or required by law, if required in connection with a legal claim or proceeding, to enforce our agreements, for tax, accounting, or to comply with other legal obligations. When there is no longer a legitimate need to process your information, we will delete or anonymise your information from our active databases.

7.1 NOTIFICATION

- (a) *SFI* will take reasonable steps to notify you (including, but not limited to, *SFI* customers) or ensure awareness of the following matters before collecting any Personal Information:
 - (1) *SFI*'s corporate identity contact details (if this is not obvious);
 - (2) the Primary Purpose and any Secondary Purposes for which *SFI* is collecting the Personal Information;
 - (3) where applicable, any law that requires the Personal Information to be collected;
 - (4) the consequences (if any) for the individual if all or part of the Personal Information is not collected by *SFI*;
 - (5) the organisations or types of organisations to which *SFI* usually Discloses Personal Information (including any contractors or entities located overseas);
 - (6) that, in accordance with clause 13 of this Privacy Policy, you can seek access to and correction of your Personal Information that *SFI* holds by contacting *SFI*'s Data Privacy Officer (even if they are not a customer);
 - (7) that an individual may contact *SFI*'s Data Privacy Officer (even if they are not a customer) if they have concerns about the way *SFI* handles Personal Information.
- (b) Where it is not practicable for *SFI* to notify you of the matters listed at paragraph (d) at the time of, or prior to, collecting Personal Information (including because *SFI* collected the information from a third-party), *SFI* will take such reasonable steps (if any) to notify you of these matters as soon as possible after the Personal Information has been collected.
- (c) In some instances, *SFI* will make you aware of the matters listed in paragraph (d) by referring you or providing you, this Privacy Policy.

7.2 SENSITIVE INFORMATION

- (d) *SFI* will not collect Sensitive Information about you except with your consent and only in circumstances where the information is reasonably necessary for *SFI* to perform one or more of its functions or activities, or otherwise as required or authorised by law.

7.3 UNSOLICITED PERSONAL INFORMATION

- (e) *SFI* may receive Unsolicited Personal Information about you, such as:
 - (1) correspondence to *SFI* from members of the community, or other unsolicited correspondence;
 - (2) a petition sent to *SFI* that contains names and contact information;
 - (3) an application for employment sent to *SFI* other than in response to an advertised vacancy.
- (f) If *SFI* receives Unsolicited Personal Information about you and determines that it could have collected that information under this Privacy Policy, *SFI* will handle the Unsolicited Personal Information in accordance with this Privacy Policy.
- (g) If *SFI* receives Unsolicited Personal Information about you and determines that it could not have collected that information under this Privacy Policy, and provided it is lawful and

reasonable to do so, *SFI* will, as soon as practicable, destroy or de-identify the Unsolicited Personal Information.

8. Use and Disclosure

8.1 CONSENT

- (a) *SFI* will obtain your consent to Use or Disclose Personal Information about that individual for a Secondary Purpose unless the Use or Disclosure is:
 - (1) for a purpose which would be reasonably expected, and which is related and, in the case of Sensitive Information, directly related, to the Primary Purpose; or
 - (2) otherwise permitted by law.

8.2 OUTSOURCING TO THIRD PARTIES

- (b) *SFI* may allow third parties to Use Personal Information it holds, or may Disclose Personal Information to third parties, to enable functions to be outsourced (such as billing, customer communications or customer surveys) where:
 - (1) that Use, or Disclosure would constitute a use or disclosure for a Secondary Purpose that would be reasonably expected; or
 - (2) you have consented to the Use or Disclosure.
- (c) *SFI* will, where it is anticipated that Personal Information may be Used by or Disclosed to a third-party, take reasonable steps to ensure that its contract with that third-party includes a requirement that the third-party complies with the Privacy Act.
- (d) Where the Disclosure is to a third-party located overseas, clause 10 of this Privacy Policy applies.

8.3 OTHER PERMITTED USES OR DISCLOSURES

- (e) *SFI* may Use or Disclose Personal Information for the purposes of law enforcement or internal investigations into suspected unlawful activities. If *SFI* Uses or Discloses Personal Information for these purposes, *SFI* will make a written note of that Use or Disclosure.
- (f) *SFI* may Disclose Personal Information:
 - (1) to law enforcement agencies, government agencies, courts or external advisers where permitted or required to by law;
 - (2) to lessen or avoid a serious threat to a person's life or health, or to public health or safety; or
 - (3) where otherwise permitted or required to by law.

9. Marketing Communications

- (a) *SFI* may Use or Disclose Personal Information (other than Sensitive Information) to inform its customers about products, services and benefits it may offer from time to time.
- (b) At any time, you may request not to receive marketing communications from *SFI* (or may request that marketing communications be limited to certain channels or certain products, services or benefits).
- (c) An individual wishing to make such a request may do so by:
 - (1) following the “opt out” process explained in the marketing communication;
 - (2) contacting *SFI*'s Data Privacy Officer in accordance with clause 16 of this Privacy Policy;
 - (3) following such other process that is made available for this purpose from time to time.
- (d) *SFI* will not Use or Disclose Sensitive Information for the purpose of marketing communications.

10. Disclosing Personal Information Overseas

- (a) *SFI* will only Disclose Personal Information to overseas recipients for sound business reasons, such as to give effect to outsourcing arrangements (e.g. billing, customer communications or customer surveys).
- (b) *SFI* requires any overseas organisation which receives Personal Information held by *SFI* to enter into a contractual arrangement requiring the organisation to handle that information in accordance with:
 - (1) a law or binding scheme in the overseas country that offers at least substantially similar privacy protections to the Privacy Act; or
 - (2) if no such law or scheme exists, the Privacy Act.
- (c) *SFI* may Disclose Personal Information in accordance with this clause to organisations located overseas, including organisations located in India, Malaysia, Philippines, Singapore and the United States of America.

11. Information Quality

SFI takes reasonable steps to periodically review its information collection and storage practices to ensure that Personal Information collected, Used or Disclosed by *SFI* is accurate, up-to-date, complete and relevant.

12. Information Security

- (a) *SFI* stores Personal Information both electronically and in paper form.
- (b) *SFI* takes reasonable steps to ensure its IT systems are designed, operated and maintained in accordance with ISO 27001: Information Security Management and ISO 27002 Information Technology: Security Techniques – Code of Practice for information security controls. These standards represent international best practice for IT security.
- (c) *SFI* periodically reviews its information security practices to ascertain how Personal

Information can be protected from misuse and loss, and from unauthorised access, modification and disclosure.

- (d) Unless the law requires otherwise, *SFI* takes reasonable steps to destroy or permanently de-identify Personal Information if it is no longer required for a Primary Purpose or a Secondary Purpose.

13. Access and Correction

- (a) *SFI* will allow its records containing Personal Information to be accessed by the individual to whom the information relates, except where:
 - (1) providing access would pose a serious threat to the life, health or safety of any individual, or to public health or safety;
 - (2) the request is frivolous or vexatious in the reasonable opinion of *SFI*;
 - (3) the information relates to existing or anticipated legal proceedings involving *SFI* and would not be discoverable in those proceedings;
 - (4) clause 10 of this Privacy Policy applies; or
 - (5) *SFI* is otherwise not required to do so.
- (b) Where you are able to establish, or *SFI* is otherwise satisfied, that Personal Information held by *SFI* is inaccurate, out of date, incomplete, irrelevant or misleading, *SFI* will take reasonable steps to correct the individual's Personal Information.
- (c) Where *SFI* corrects Personal Information about you that it previously disclosed to another entity (including a contractor), you may request *SFI* to notify that entity of the correction. *SFI* will take reasonable steps to make the notification unless it is impracticable or unlawful to do so.
- (d) If you wish to access and/or correct your Personal Information should do so by contacting *SFI*'s Data Privacy Officer in accordance with clause [16](#) of this Privacy Policy.
- (e) *SFI* will endeavour to respond to a request for access or correction within 30 days.
- (f) *SFI* will not grant access or make corrections to its records containing Personal Information if prohibited from doing so by any law, regulation or court or tribunal order applicable to *SFI*.
- (g) *SFI* will give you:
 - (1) a written notice of its decision to refuse to:
 - a. give that individual access to their Personal Information;
 - b. give access in the manner requested by the individual;
 - c. correct the individual's Personal Information;
 - (2) the reasons for its decision;
 - (3) information about how the individual can complain about the refusal.
- (h) If *SFI* refuses a request to correct your Personal Information, you may request *SFI* to associate with the information a statement that you consider the information is inaccurate, out of date, incomplete, irrelevant or misleading.

14. Complaints

- (a) *SFI's* Data Privacy Officer is the first point of contact for inquiries about privacy issues. Individuals wishing to make an inquiry or complaint regarding privacy should do so by contacting *SFI's* Data Privacy Officer in accordance with clause [16](#) below.
- (b) *SFI* will endeavour to respond to a complaint or enquiry within 30 days.

15. Applicable Laws

This Privacy Policy and all matters relating to *SFI's* handling of Personal Information (including its collection, use, disclosure and storage of Personal Information and providing access to and correcting that information) are subject to the laws of Victoria.

16. Contacting SFI

If you have any questions or concerns about *SFI's* privacy practices regarding *SFI's* Privacy Policy or with respect to your Personal Information, you can reach out to our Data Privacy Officer by sending an email to – dpo@sfi.com.au or phoning (03) 8847 1300 during business hours.

Alternatively, you may write to the SFI Data Privacy Officer:

Data Privacy Officer
SFI

Unit 3, 33 - 37 Duerdin Street
Notting Hill, VIC 3168
Australia

17. Review

This privacy policy will be reviewed annually. We may modify the Privacy Policy at any time. If you are concerned about how your Personal Information is used, you should check back at <http://www.sfi.com.au/disclaimer/>.