This following document sets forth the Terms and Conditions: Acceptable Use Policy, Privacy Policy and Data Processing Addendum for the IRIS website/software, https://students.curtin.edu.au/essentials/it/guides/iris/

IRIS is committed to providing you with the best possible customer service experience. IRIS is bound by the Privacy Act 1988 (Cth), which sets out a number of principles concerning the privacy of individuals.

Acceptable Use Policy

Curtin University and the software Intelligent Remote Invigilation System (and its affiliate(s)) Acceptable Use Policy rules and guidelines (referred herein collectively as the “AUP GUIDELINES”) cover and govern each individual end user’s (referred herein with “you” or with “your”) use and access to CURTIN UNIVERSITY’s services and websites (referred herein as the “SERVICE”). CURTIN UNIVERSITY’s Privacy Policy explains how or whether CURTIN UNIVERSITY (referred herein with “we” “our” and “us”) collects and uses your personally identifiable information. BY USING OUR SERVICE, YOU’RE AGREEING TO USE THE SERVICE IN ACCORDANCE WITH THESE AUP GUIDELINES, AND TO REVIEW CURTIN UNIVERSITY’S PRIVACY POLICY. PLEASE ALSO NOTE THAT THESE AUP GUIDELINES AND THE PRIVACY POLICY ARE SUBJECT TO CHANGE. PLEASE REVIEW THE CURRENT VERSIONS HERE https://www.policies.curtin.edu.au. IF YOU DO NOT AGREE TO BE BOUND BY THESE AUP GUIDELINES OR DISAGREE WITH THE PERSONALLY IDENTIFIABLE INFORMATION COLLECTION AND USE PRACTICES, YOU SHOULD AND MAY NOT ACCESS OR USE THE SERVICE

LICENSE GRANT

These AUP Guidelines provide to you a personal, revocable, limited, non-exclusive, and non-transferable license to use the Service conditioned upon your continued compliance with these AUP Guidelines. CURTIN UNIVERSITY reserves all rights not granted in the AUP Guidelines.

YOUR CONTENT & YOUR PERMISSIONS

When you use our Service, you provide us with things like your recordings, files, content, messages, etc. (“Your Content”). Your Content is yours. You represent that you have all necessary right, power, and authority to use the Service and share Your Content and will comply with all applicable laws when doing so. These AUP Guidelines don’t give us any rights to Your Content except for the limited rights that enable us to offer the Service. We need your permission to do things like host Your Content, back it up, or share it when you ask us to. This permission extends to our trusted third parties we work with. You therefore give us, and third parties (with whom we work) permission to use, analyse, display, host, share, and back up Your Content. By submitting Your Content, you also permit us to identify you by your username / ID and as the contributor of Your Content.

SHARING YOUR CONTENT

By using the Service, you agree to do so responsibly and to not misuse the Service or help anyone else do so. This includes, but is not limited to, not doing or trying to do any of the following in connection with the Service:

- film, store, transmit or create libellous, obscene, deceptive, defamatory, pornographic, racist, sexual, hateful, unlawful, tortious or otherwise objectionable content (except as necessary for legitimate assessment / instructional purposes, but in all cases in compliance with applicable laws and regulations);
• modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Service except to the extent the foregoing restrictions are expressly prohibited by applicable law;
• harm, harass, threaten, or impersonate any person or violate the rights of any third party;
• probe, scan, or test the vulnerability of any system or network;
• interfere with or disrupt the integrity or performance of the Service;
• attempt to gain unauthorized access to the Service or its related systems or networks;
• introduce viruses, Trojan horses, worms, spyware, or other such malicious code into the Service;
• breach or otherwise circumvent any security or authentication measures;
• access, tamper with, or use non-public areas or parts of the Service, or shared areas of the Service you haven’t been invited to;
• access, search, or create accounts for the Service by any means other than our publicly supported interfaces (for example, “scraping” or creating accounts in bulk);
• send unsolicited communications, promotions or advertisements, or spam;
• send altered, deceptive or false source-identifying information, including “spoofing” or “phishing”;
• promote or advertise products or services other than your own without appropriate authorization;
• sell or re-sell the Service unless specifically authorized to do so;
• copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means any part of the Service unless specifically authorized to do so;
• remove or destroy any copyright notices or other proprietary markings contained on or in the Service; or
• violate the law in any way, including by storing, publishing or sharing material that is infringing, fraudulent, defamatory, misleading, or damaging to CURTIN UNIVERSITY in any way.

YOUR RESPONSIBILITIES

You must provide all equipment necessary to access the Service and are responsible for all fees incurred when accessing the Service. Additionally, you’re responsible for your conduct and Your Content and your compliance with these AUP Guidelines. Content in the Service may be protected by others’ intellectual property rights. You therefore agree that you won’t copy, reproduce, create derivative works of, decompile, upload, download, share, or otherwise exploit third party content unless you have the right to do so. We may review your conduct and content for compliance with these AUP Guidelines and remove content from the Service at any time and without notice. With that said, we have no obligation to do so. We aren’t responsible for the content people upload and / or share via the Service. You agree also to safeguard your password to the Service, make sure that others don’t have access to it, and keep your account information current.
THIRD PARTY WEBSITES

The Service may contain links to third-party websites that are not under our control. We are not responsible for such third-party websites.

OUR PROPERTY

The Service is protected by copyright, trademark, and other Australian and foreign laws. These AUP Guidelines don’t grant you any right, title, or interest in the Service or others’ content in the Service. We welcome feedback, but note that we may use comments or suggestions without any obligation to you.

INFRINGEMENT

We respect the intellectual property and privacy of others and ask that you do too. We respond to notices of alleged infringement after receipt of a proper notice that complies with the law and is received by our designated agent. We reserve the right to delete or disable content alleged to be infringing and terminate accounts of repeat infringers. If you believe that any content in the Service in a way that constitutes infringement, please provide our designated agent with the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the rights owner;
2. a description of the content you claim is being infringed;
3. a description or link to the location of the material claim is infringing;
4. your physical address, telephone number and e-mail address;
5. a statement that you have a good faith belief that the content is not authorized by the rights owner, its agent or the law;
6. a statement, made under penalty of perjury, that the information in your notice is accurate and that you are the owner or authorized to act on behalf of the owner.

Contact information for CURTIN UNIVERSITY’s designated agent for notice of claims of infringement is as follows: IRIS@curtin.edu.au. Curtin University may also take any appropriate action in the event it receives a proper counter-notice under the law.

TERMINATION & RIGHT TO SUSPEND

You’re free to stop using our Service at any time. We also reserve the right to suspend or end the Service at any time at our discretion and without notice. For example, we may suspend or terminate your use of the Service and remove Your Content if you’re not complying with these AUP Guidelines, or using the Service in a manner that may cause us legal liability, disrupt the Service, disrupt others’ use of the Service or, in our sole opinion, reason, cause harm. All provisions of these AUP Guidelines, which by their nature should survive, will survive termination of the Service.

SERVICE “AS IS”

CURTIN UNIVERSITY AND ITS AFFILIATES, SUPPLIERS AND PARTNERS DISCLAIM ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICE. THE SERVICE IS PROVIDED “AS IS.” IN ADDITION, WE DISCLAIM ANY WARRANTIES OR CONDITIONS OF
MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. ANY CONTENT DOWNLOADED OR ACCESSED FROM THE SERVICE IS ACCESSED AT YOUR OWN RISK.

LIMITATION OF LIABILITY

NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE EITHER PARTY’S LIABILITY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, (B) FRAUD OR FRAUDULENT MISREPRESENTATION, OR (C) ANY OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW. SUBJECT TO THE PRECEDING SENTENCE, YOU EXPRESSLY ABSOLVE AND RELEASE CURTIN UNIVERSITY FROM ANY CLAIM OF HARM RESULTING FROM A CAUSE BEYOND CURTIN UNIVERSITY’S CONTROL AND YOU FURTHER AGREE THAT CURTIN UNIVERSITY ITS AFFILIATES AND ITS SUPPLIERS SHALL NOT BE LIABLE, WHETHER IN TORT (INCLUDING WITHOUT LIMITATION FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY HOWSOEVER ARISING), CONTRACT, MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT) OR OTHERWISE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF ANTICIPATED SAVINGS, LOSS OF OR DAMAGE TO GOODWILL, LOSS OF USE OR CORRUPTION OF SOFTWARE, DATA OR INFORMATION, AND ANY OTHER INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICES, EVEN IF CURTIN UNIVERSITY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH LOSS. CURTIN UNIVERSITY AND ITS AFFILIATES AND SUPPLIERS WILL NOT BE LIABLE TO YOU FOR MORE THAN ANY AMOUNTS RECEIVED BY CURTIN UNIVERSITY FROM YOU AS A RESULT OF YOUR PERSONAL USE OF THE SERVICE IN THE 6 MONTHS PRECEDING YOUR CLAIM. IF YOU HAVE NOT PAID INDIVIDUALLY ANY AMOUNTS IN THE 6 MONTHS PRECEDING YOUR CLAIM, CURTIN UNIVERSITY’S SOLE AND EXCLUSIVE LIABILITY SHALL BE NO MORE THAN $0. MOREOVER, CURTIN UNIVERSITY SHALL NOT BE LIABLE FOR THE LOSS OR FAILURE TO STORE YOUR CONTENT.

CONTROLLING LAW

These AUP Guidelines and your use of the Service will be interpreted, governed and construed by the laws of Western Australia, except for its conflicts of laws principles, unless otherwise agreed in a separate written agreement with CURTIN UNIVERSITY or as required by a mandatory law of a competent jurisdiction and the parties hereby submit to the exclusive jurisdiction of the Australian courts.

ENTIRE AGREEMENT

These AUP Guidelines set forth terms governing your use of the Service, and supersede and replace any other prior or contemporaneous agreements applicable to the subject matter of these AUP Guidelines. These AUP Guidelines create no third-party beneficiary rights. These AUP Guidelines shall inure to the benefit of CURTIN UNIVERSITY and its respective legal representatives, successors, and assigns.

WAIVER, SEVERABILITY & ASSIGNMENT

CURTIN UNIVERSITY’s failure to enforce a provision is not a waiver of its right to do so later. You may not assign any of your rights under these AUP Guidelines, and any such attempt will be void. CURTIN UNIVERSITY may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Service. If any provision of these AUP Guidelines is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent
allowed by law and the remaining provisions of these AUP Guidelines will remain in full force and effect.

MODIFICATIONS

We may revise these AUP Guidelines from time to time, and will always post the most current version HERE. If a revision meaningfully reduces your rights, we will provide notice to you (by, for example, sending a message to the email address associated with your account). By continuing to use or access the Service after the revisions come into effect, you agree to be bound by and subject to the revised AUP Guidelines.

NOTICES

For any notices relating to these AUP Guidelines, you may contact CURTIN UNIVERSITY by sending an email to IRIS@curtin.edu.au.

Privacy Policy

COLLECTION OF YOUR PERSONAL INFORMATION

There are many aspects of the site / software which can be viewed without providing personal information, however, access to IRIS management portal, use of the extension, or customer support features you are required to submit personally identifiable information. This may include but not limited to (during use of extension) webcam video, audio, desktop sharing, (during portal access) a unique username and password, or provide sensitive information in the recovery of your lost password.

DATA YOU PROVIDE TO US.

We collect information from you, such as webcam video, microphone audio, desktop screen sharing, first and last name, ID, e-mail and mailing addresses, phone number, professional title, company name, educational institution or organization name, and password when you provide such information to our site / software or to an CURTIN UNIVERSITY employee, or otherwise provide this information to CURTIN UNIVERSITY, such as via email. When you participate in one of our surveys, we may collect additional profile information, such as information indicating your interest in specific CURTIN UNIVERSITY services. We collect information about you when you apply for positions within CURTIN UNIVERSITY. We also collect other types of personal data and demographic information that you provide to us voluntarily. This includes information provided to CURTIN UNIVERSITY employees in the course of routine interactions with them or provided in response to an email from CURTIN UNIVERSITY.

DATA COLLECTED VIA TECHNOLOGY.

To make our site / software more useful to you, our servers (which may be hosted by a third party service provider) collect information from you, including browser type, operating system, Internet Protocol (IP) address, domain name, geographic location, and/or a date/time stamp for your visit. We also use web beacons and cookies and navigational data like Uniform Resource Locators (URL) to gather information regarding the date and time of your visit and the solutions and information for which you searched and which you viewed.

WEB BEACONS
are digital images we use to log information on our site / software and in our emails. We use web beacons to manage cookies, count visits, and to learn what marketing works and what does not. We also use web beacons to tell if you open or act on our emails.

**COOKIES**

are small pieces of information that a website / software sends to your computer’s hard drive while you are viewing a website / software. We may use both session cookies (which expire once you close your web browser) and persistent cookies (which stay on your computer until you delete them) to provide you with a more personal and interactive experience on our site / software.

Our site / software uses the following types of cookies:

**STRICTLY NECESSARY COOKIES:**

These cookies are essential in order to enable you to move around the site / software and use its features. Without these cookies, services like enabling appropriate content based on your type of device cannot be provided.

**PERFORMANCE COOKIES:**

These cookies collect information about how visitors use the site / software, so that we can analyse traffic and understand how our visitors use the site / software. We may use third party service providers for this purpose who may set their own cookies on the site / software. These cookies do not collect information that identify an individual visitor. All information these cookies collect is aggregated and therefore anonymous. It is only used to improve how the site / software works.

**FUNCTIONALITY COOKIES:**

These cookies allow our site / software to remember choices you make (such as your user name, or the region you are in) and provide enhanced, more personal features. These cookies can also be used to remember changes you have made to text size, fonts and other parts of web pages that you can customize. They may also be used to provide services you have asked for such as watching a video or commenting on a blog. The information these cookies collect may be anonymized and they cannot track your browsing activity on other websites / software.

**SOCIAL MEDIA COOKIES:**

These cookies are used when you share information using a social media sharing button or “like” button on our site / software or you link your account or engage with our content on or through a social media site / software such as Facebook, or Twitter. The social network will record that you have done this. This information may be linked to targeting/advertising activities conducted by third parties on CURTIN UNIVERSITY’s behalf.

**TARGETING AND ADVERTISING COOKIES:**

These cookies are used to deliver adverts more relevant to you and your interests. They are also used to limit the number of times you see an advertisement as well as help measure the effectiveness of the advertising campaigns. They are usually placed by advertising networks with our permission. They remember that you have visited a website / software and this information is shared with other organizations such as advertisers.

If you don’t want to receive cookies, you can alter your browser settings. The procedure for doing so varies from one browser application to another. If you wish to reject cookies from our site /
software, but wish to accept those from other sites / software, you may be able to choose the option in your browser settings to receive a notice before a cookie is stored on your device. By disabling cookies, you may be prevented from accessing some features of our site / software or certain content or functionality may not be available.

ANALYTICS.

We use analytics services to help analyse how users use the site / software. These services use cookies, scripts, and other technologies to collect and store information such as how users interact with our site / software, how often users visit the site / software, what pages they visit, and what other sites / software they used prior to coming to the site / software.

We may also work with third parties that collect data about your use of the site / software and other sites / software or apps over time for non-advertising purposes. CURTIN UNIVERSITY uses Google Analytics and other third-party services to improve the performance of the site / software and for analytics and marketing purposes. For more information about how Google Analytics collects and uses data when you use our site / software, visit https://www.google.com/policies/privacy/partners/, and to opt out of Google Analytics, visit https://tools.google.com/dlpage/gaoptout/.

TESTIMONIALS.

We display personal testimonials of satisfied customers on our site / software in addition to other endorsements. With your consent we may post your testimonial along with your name. If you wish to update or delete your testimonial, you can contact us at IRIS@curtin.edu.au.

SHARING OF YOUR PERSONAL INFORMATION

We may occasionally hire other companies to provide services on our behalf, including but not limited to handling customer support enquiries, processing transactions or customer freight shipping. Those companies will be permitted to obtain only the personal information they need to deliver the service. CURTIN UNIVERSITY takes reasonable steps to ensure that these organisations are bound by confidentiality and privacy obligations in relation to the protection of your personal information.

USE OF YOUR PERSONAL INFORMATION

For each visitor / user to the site / software, we expressively collect the following non-personally identifiable information, including but not limited to browser type, version and language, operating system, pages viewed while browsing the site / software, page access times and referring website / software address. This collected information is used solely internally for the purpose of gauging visitor traffic, trends and delivering personalized content to you while you are at this site / software.

Furthermore, personal information may be used in improving the product, services, and algorithms for delivering optimised and new services / products.

From time to time, we may use customer information for new, unanticipated uses not previously disclosed in our privacy notice. If our information practices change at some time in the future we will use for these new purposes only, data collected from the time of the policy change forward will adhere to our updated practices.

ACCESSING YOUR PERSONAL INFORMATION
You have a right to access your personal information, subject to exceptions allowed by law. If you would like to do so, please let us know. You may be required to put your request in writing for security reasons. CURTIN UNIVERSITY reserves the right to charge a fee for searching for, and providing access to your information on a per request basis.

OTHER DISCLOSURES.
CURTIN UNIVERSITY may disclose information about you if it believes such disclosure is necessary to (a) comply with laws or to respond to lawful requests and legal process; or (b) protect or defend the rights, safety, or property of CURTIN UNIVERSITY, users of the services, or any person including to enforce our agreements, policies, and terms of use or (c) in an emergency to protect the personal safety of any person.

We may also share information about you in connection with or during negotiation of any merger, financing, acquisition, bankruptcy, dissolution, transaction or proceeding involving sale, transfer, divestiture or disclosure of all or a portion of our business or assets to another company. In the event that information is shared in this manner, notice will be posted on our site / software.

We may also share de-identified and/or aggregated data with others for their own uses.

NOTICE TO EU AND EEA RESIDENTS.

LAWFUL BASIS FOR PROCESSING.
We may process your personal data to respond to your inquiries concerning our products and services. Additionally, we process your personal data for direct marketing and communications purposes when these interests are not overridden by your data protection rights. Where we process your personal data for this purpose, our legitimate interest is to carry out our activities in furtherance of the well-being of all our employees and members.

On certain occasions, we process your personal data when it is necessary for the performance of a contract to which you are a party, such as to provide services to you that you have requested.

On other occasions, we process your personal data where required by law. We may also process your personal data if necessary to protect your interests or the interests of a third party.

If the processing of personal data is necessary and there is no statutory basis for such processing, we will ensure that your consent is obtained to process your personal data. You have the right to withdraw your consent to processing of personal data at any time. If you wish to exercise the right to withdraw consent, contact us via the “Contact” section, or click the unsubscribe link in any email communications you receive from us.

RIGHTS.
Subject to your institution or organisation’s policies and procedures – You have the right to request access to the personal data we hold about you. You have the right to request that we rectify or erase your personal data. You also have the right to request that we restrict or block the processing of your personal data. Under certain circumstances, you have the right to receive personal data about you that we store and transmit to another without hindrance from us, including requesting that we provide your personal data directly to another, i.e., a right to data portability; and where we previously obtained your consent, to withdraw consent to processing your personal data.
To exercise these rights, contact us. Please be aware that CURTIN UNIVERSITY may be unable to afford these rights to you under certain circumstances, such as if we are legally prevented from doing so, or if it breaches your organisation / institutions policies or procedures. Additionally, you have the right to lodge a complaint against us. To do so, contact the supervisory authority in your country of residence.

RETENTION.

We will process and store your personal data only for the period necessary to achieve the purpose of the storage, or as permitted by law. The criteria used to determine the period of storage of personal data is the respective statutory, institutional, organisational policies’ retention period or for certain marking data for our services or other products. After expiration of that period, the corresponding data is routinely archived, and deleted as long as it is no longer necessary for the fulfilment of a contract or the initiation of a contract.

TRANSFERS OF PERSONAL DATA.

Please be aware that the personal data we collect may be transferred to and maintained on servers or databases located outside your state, province, country, or other jurisdiction, where the privacy laws may not be as protective as those in your location.

CHANGES TO THIS PRIVACY POLICY

CURTIN UNIVERSITY reserves the right to make amendments to this Privacy Policy at any time. If you have objections to the Privacy Policy, you should not access or use the site / software.

Data Processing Addendum

This Data Processing Addendum (“ADDENDUM”) forms part of the “CURTIN UNIVERSITY Standard Terms and Conditions” or other written or electronic agreement (“AGREEMENT”) between Customer and CURTIN UNIVERSITY for the use of CURTIN UNIVERSITY services (“SERVICES”) and reflects the parties’ agreement with regard to the Processing of Personal Data in accordance with the requirements of the applicable Data Protection Laws. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

HOW THIS ADDENDUM APPLIES

This Addendum does not replace any rights relating to Processing of Data previously negotiated by Customer in the Agreement. In the event of a conflict between the data processing terms in this Addendum and any existing data processing terms within the Agreement, the data processing terms in this Addendum shall control.

DATA PROCESSING TERMS

In the course of providing the Services to Customer pursuant to the Agreement, CURTIN UNIVERSITY only Processes Personal Data on behalf of Customer. CURTIN UNIVERSITY agrees to comply with the following provisions with respect to any Personal Data submitted by or for Customer to the Services or collected and Processed by or for Customer using the Services.

1. DEFINITIONS

• 1.1. “CUSTOMER” means the relevant entity that has entered into an agreement with CURTIN UNIVERSITY to receive CURTIN UNIVERSITY Services.
• 1.2. “CUSTOMER CONTENT” has the same meaning as in the Agreement

• 1.3. “DATA CONTROLLER” means the entity which determines the purposes and means of the Processing of Personal Data.

• 1.4. “DATA PROCESSOR” means the entity which Processes Personal Data on behalf of the Data Controller.

• 1.5. “DATA PROTECTION LAWS AND REGULATIONS” means all laws and regulations, including laws and regulations of Australia and member states, applicable to the Processing of Personal Data under the Agreement.

• 1.6. “DATA SUBJECT” means the individual to whom Personal Data relates.

• 1.7. “PERSONAL DATA” means any information relating to (i) an identified or identifiable person and, (ii) an identified or identifiable legal entity (where protected under applicable Data Protection Laws and Regulations), where such data is submitted to the Services as Customer Content.

• 1.8. “PROCESS”, “PROCESSES” or “PROCESSING” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, including the collection, recording, organization, storage, updating, modification, retrieval, consultation, use, transfer, dissemination by means of transmission, distribution or otherwise making available, merging, linking as well as blocking, erasure or destruction.

• 1.9. “SUBPROCESSOR” means any Data Processor engaged by CURTIN UNIVERSITY for processing or having authorized access to Personal Data.

2. DATA PROCESSING

• 2.1. ROLES OF THE PARTIES. The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer acts as the Data Controller, CURTIN UNIVERSITY acts as the Data Processor, and that CURTIN UNIVERSITY will engage Subprocessors pursuant to the requirements set forth in section 5 “SUBPROCESSORS” below.

• 2.2. COMPLIANCE WITH LAWS. Each party will comply with all laws, regulations and rules applicable to it in the performance of this Addendum, including Data Protection Laws and Regulations.

• 2.3. CUSTOMER’S PROCESSING OF PERSONAL DATA. Customer shall, in its use of the Services, Process Personal Data in accordance with Data Protection Laws and Regulations. For the avoidance of doubt, Customer’s instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data.

• 2.4. CURTIN UNIVERSITY’S PROCESSING OF PERSONAL DATA. CURTIN UNIVERSITY shall only Process Personal Data on behalf of and in accordance with Customer’s instructions and shall treat Personal Data as Confidential Information. Customer instructs CURTIN UNIVERSITY to Process Personal Data for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s); (ii) Processing initiated by users in their use of the Services; (iii) Processing initiated by user acceptance in research and improvement of the Services; and (iv) Processing to comply with other reasonable instructions provided by
Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement.

- **2.5. PURPOSE, OBJECT AND DURATION OF THE PROCESSING.** The purpose and object of the Processing is to enable CURTIN UNIVERSITY to access the Personal Data required for the provision of the Services, as specified in the Agreement and this Addendum, on behalf of and for the benefit of the Customer. The Processing shall commence on the Effective Date and continue for the duration of the Agreement.

3. **RIGHTS OF DATA SUBJECTS**

- **3.1. CORRECTION, DELETION AND BLOCKING.** To the extent Customer, in its use of the Services, does not have the ability to correct, amend, block or delete Personal Data as required by Data Protection Laws and Regulations, CURTIN UNIVERSITY shall comply with any commercially reasonable written request by Customer to facilitate such actions to the extent CURTIN UNIVERSITY is legally (and within institution / company policies and procedures) permitted to do so. To the extent legally permitted, Customer shall be responsible for any costs arising from CURTIN UNIVERSITY’s provision of such assistance.

- **3.2. DATA SUBJECT REQUESTS.** CURTIN UNIVERSITY shall, to the extent legally permitted, promptly notify Customer if it receives a request from a Data Subject for access to, correction, amendment or deletion of that person’s Personal Data. CURTIN UNIVERSITY shall not respond to any such Data Subject request without Customer’s prior written consent except to confirm that the request relates to Customer. CURTIN UNIVERSITY shall provide Customer with commercially reasonable cooperation and assistance in relation to handling of a Data Subject’s request for access to that person’s Personal Data, to the extent legally permitted and to the extent Customer does not have access to such Personal Data through its use of the Services. If legally permitted, Customer shall be responsible for any costs arising from CURTIN UNIVERSITY’s provision of such assistance.

4. **CURTIN UNIVERSITY PERSONNEL.**

CURTIN UNIVERSITY shall take reasonable steps to ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

5. **SUBPROCESSORS**

- **5.1. APPOINTMENT OF SUBPROCESSORS AND CUSTOMER CONSENT.** Customer acknowledges and agrees that CURTIN UNIVERSITY may engage third-party Subprocessors in connection with the provision of the Services.

- **5.2. PROCESSING RESTRICTIONS.** CURTIN UNIVERSITY will ensure that Subprocessors only access and use Personal Data in accordance with the terms of the Agreement and that they are bound by written obligations that require them to provide at least the level of data protection required by Data Protection Laws and Regulations.

- **5.3. LIABILITY.** CURTIN UNIVERSITY shall be liable for the acts and omissions of its Subprocessors to the same extent CURTIN UNIVERSITY would be liable if performing the Services of each Subprocessor directly under the terms of this Addendum, except as otherwise set forth in the Agreement.
5.4. LIST OF CURRENT SUBPROCESSORS AND NOTIFICATION OF NEW SUBPROCESSORS. A current list of Subprocessors as may be used for Processing Data is available to Customer. For the avoidance of doubt, CURTIN UNIVERSITY may continue to use those Subprocessors already engaged by CURTIN UNIVERSITY as at the Effective Date.

6. SECURITY CONTROLS.

CURTIN UNIVERSITY will take and implement appropriate administrative, organizational and technical safeguards designed to maintain the confidentiality, integrity and availability of Customer Content, including Personal Data. CURTIN UNIVERSITY may update or modify the stated security safeguards from time to time provided that CURTIN UNIVERSITY will not materially decrease the overall security of the Services during the term of the Agreement.

7. AUDIT RIGHTS.

Upon Customer’s written request, subject to the confidentiality obligations set forth in the Agreement, and no more than once per year, CURTIN UNIVERSITY shall make available to Customer information regarding CURTIN UNIVERSITY’s compliance with the obligations set forth in this Addendum in the form of the third-party certifications and audits conducted by CURTIN UNIVERSITY to the extent CURTIN UNIVERSITY makes them generally available to its customers.

8. DATA PROTECTION IMPACT ASSESSMENTS.

CURTIN UNIVERSITY shall provide reasonable assistance to Customer with any data protection impact assessments which Customer reasonably considers to be required under Data Protection Laws and Regulations, solely in relation to Processing of Personal Data by CURTIN UNIVERSITY.

9. NOTIFICATION OBLIGATIONS.

CURTIN UNIVERSITY maintains security incident management policies and procedures and shall promptly notify Customer of any actual or reasonably suspected unauthorized disclosure of Customer Content, including Personal Data, by CURTIN UNIVERSITY or its Subprocessors of which CURTIN UNIVERSITY becomes aware (a “SECURITY BREACH”). To the extent such Security Breach is caused by a violation of the requirements of this Addendum by CURTIN UNIVERSITY, CURTIN UNIVERSITY shall make reasonable efforts to identify and remediate the cause of such Security Breach.

10. RETURN AND DELETION OF CUSTOMER CONTENT.

CURTIN UNIVERSITY shall return Customer Content to Customer or delete Customer Content in accordance with the terms of the Agreement.

11. LEGAL EFFECT.

This Addendum shall only become legally binding between Customer and CURTIN UNIVERSITY when the parties execute a paid service agreement.

12. NONDISCLOSURE.

The terms of this Addendum are not publicly known and constitute Confidential Information under the Agreement. Customer may only disclose the terms of this Addendum to a data protection regulatory authority to the extent required by law or regulatory authority. Customer shall take reasonable steps to ensure that data protection regulatory authorities do not make the terms of this
Addendum public, including by marking any copies as “Confidential,” requesting return of any copies, and requesting prior notice and consultation before any public disclosure.

13. LIMITATION OF LIABILITY.

Customer’s remedies with respect to any breach by CURTIN UNIVERSITY of the terms of this Addendum will be subject to any aggregate limitation of liability that applies to Customer under the Agreement.

CONTACTING US

CURTIN UNIVERSITY welcomes your comments regarding these Policies. If you have any questions and would like further information, please contact us by any of the following means during business hours Monday to Friday.

Post: Attn: T&C’s and Privacy Policy,

IRIS
GPO Box U1987
Perth WA
6845

E-mail: IRIS@curtin.edu.au