

Privacy Policy

1. PURPOSE OF THIS DOCUMENT

1.1 AGTRIX is strongly committed to respecting and protecting the privacy of the users of AGTRIX systems.

1.2 AGTRIX has adopted the Australian Privacy Principles (APPs) contained in the *Privacy Act 1988 (Cth) (Act)*. The APPs govern the way in which AGTRIX collects, uses, discloses, stores, secures and disposes of Personal Information.

1.4 A copy of the APPs may be obtained from the website of The Office of the Australian Information Commissioner at www.aaic.gov.au

2. WHAT IS PERSONAL INFORMATION AND WHY IS IT COLLECTED?

2.1 Personal Information is information or an opinion that identifies an individual. AGTRIX will only collect information and data that you choose to disclose to AGTRIX or that is shared with us from a third party. You may include personally identifiable information, as well as Farm and Field level data, including but not limited to:

- 2.1.1 name
- 2.1.2 email address
- 2.1.3 phone number
- 2.1.4 geospatial locations
- 2.1.5 field level activities (e.g. planting and data recording)
- 2.1.6 device information (e.g. device identification number)
- 2.1.7 from your websites, media, publications and other publicly available sources. AGTRIX does not guarantee website links or policy of authorised third parties.

2.2 AGTRIX collects Personal Information for the primary purpose of providing services to you, providing information to clients and marketing.

AGTRIX may also use Personal Information for secondary purposes closely related to the primary purpose, in circumstances where you would reasonably expect such use or disclosure. You may unsubscribe from our mailing/marketing lists at any time by contacting us in writing.

2.3 When AGTRIX collects Personal Information it will, where appropriate and where possible, explain to you why it is collecting the information and how AGTRIX plans to use it.

3. SENSITIVE INFORMATION

3.1 Sensitive information is defined in the Act to include information or opinion about such things as an individual's racial or ethnic origin, political opinions, membership of a political association, religious or philosophical beliefs, membership of a trade union or other professional body, criminal record or health information.

3.2 Sensitive information will be used by AGTRIX only:

- 3.2.1 for the primary purpose for which it was obtained
- 3.2.2 for a secondary purpose that is directly related to the primary purpose
- 3.2.3 with your consent or where required or authorised by law.

4. PROTECTING CLIENT DATA

4.1 Your Personal Information is stored in a manner that reasonably protects it from misuse and loss and from unauthorized access, modification or disclosure.

4.2 When your Personal Information is no longer needed for the purpose for which it was obtained, AGTRIX will take reasonable steps to destroy or permanently de-identify your Personal Information. Most of the Personal Information is or will be stored however in files which will be kept by AGTRIX for a minimum of 7 years.

4.3 If AGTRIX, or you becomes aware of a breach, that party shall, as soon as practicable, notify the other party as well as to any relevant regulatory authority of any data breach in accordance with relevant privacy laws.

4.4 No system is perfect. AGTRIX makes no representations or warranties with regard to the sufficiency of any security measures it has in place to protect Personal Information.

4.5 AGTRIX is not responsible for any Consequential Loss (or any other damages or liability of any kind whatsoever) that result from a lapse in compliance with this policy because of a security breach or technical malfunction.

5. DATA SOURCES

5.1 There are several ways that you may choose to disclose information to AGTRIX, each of which is listed below:

5.1.1 When you register a user account, AGTRIX will request certain information from you, and store that information in our system.

5.1.2 Information that you input into AGTRIX systems.

5.1.3 Information may be provided from third parties or external systems. Information received from a third party will be used in accordance with this Policy.

5.1.4 Additional information such as IP addresses, site visits, how you use our web interface to our systems may be collected.

6. DISCLOSURE OF INFORMATION TO THIRD PARTIES

6.1 AGTRIX does not disclose, sell, share, trade or give away client data, or any other identifiable information, to third parties, except under one or more of the following circumstances:

6.2 Consent

If you have provided express written consent to the disclosure of client data,

AGTRIX may share client data with third parties. Except as provided in this Policy, AGTRIX does not share client data with any other party for any purpose.

6.3 Protection of AGTRIX and Others

AGTRIX may disclose client data about you to others:

A. if AGTRIX has a good faith belief that it is required or permitted to do so by law or legal process;

B. in connection with legal or administrative proceedings;

C. to protect the rights, reputation, property or safety of AGTRIX or others;

D. to defend or enforce our rights or your obligations;

E. if the disclosure is required by mandatory professional standards.

6.4 Business Transfers

If AGTRIX decides to sell all or part of our stock or assets or merge, it reserves the right to include client data among the assets transferred to the acquiring or surviving company. It is AGTRIX's practice to seek appropriate protection for client data in these types of transactions.

6.5 Third Parties

AGTRIX may engage third parties to perform services for us which may involve such third-party handling client data AGTRIX holds. In these situations, AGTRIX prohibits the third party from using such client data except for the specific purpose for which we supply it.

6.6 Various Jurisdictions

Permitted disclosures of client data, either to third parties or within AGTRIX, include the transfer of data from one jurisdiction to another, such as transfers to and from Australia.

6.7 Because privacy laws vary from one jurisdiction to another, client data may be transferred to a jurisdiction where the laws provide less or different

protection than the jurisdiction in which the information originated.

6.8 AGTRIX will always handle client data, focusing on the security of such information, as described in this Policy.

6.9 AGTRIX will not disclose client data to third parties for reasons other than those related to the products and services AGTRIX offers, unless such disclosure of client data occurs due to one of the other circumstances listed in this policy.

7. ACCESS TO YOUR PERSONAL DATA

7.1 You may access the Personal Information AGTRIX holds about you and to update and/or correct it, subject to certain exceptions. If you wish to access your Personal Information, please contact us in writing.

7.2 AGTRIX will not charge any fee for your access request but may charge an administrative fee for providing information that it considers excessive in respect to your Personal Information.

7.3 In order to protect your Personal Information AGTRIX may require identification from you before releasing the requested information.

8. OPT OUT

8.1 Some of our products and services will give you the opportunity to receive information directly from the system concerning alerts and updates.

8.2 To opt out or stop receiving system or email communications, e-mail such request to AGTRIX at support@agtrix.com.

8.3 You may choose to not have your collected agronomic data included in an aggregated data set. To opt out of participation in data aggregation e-mail such request to support@agtrix.com.

9. AMENDMENTS TO THIS POLICY

9.1 AGTRIX reserves the right to modify, update or amend this Policy at any time.

9.2 AGTRIX intends for any modification, update or amendment to this policy to continue to comply with all applicable local, state and federal laws and regulations concerning client data. If AGTRIX has amended this policy in a manner that causes you concern with regard to client data, please contact us with your inquiries or complaints as outlined in this policy.

9.3 Your continued use of the products and services AGTRIX offers will constitute your agreement to the amendments made to this policy.

10. PRIVACY POLICY COMPLAINTS AND ENQUIRIES

10.1 If you have any questions relating to AGTRIX's collection, use, disclose and/or process of client data or any concerns regarding this Policy, please contact us at the following email address: support@agtrix.com, or if you prefer, please contact us at the following address: AGTRIX 6/2 Bonanza Drive, Billinudgel, NSW, 2483

11. GOVERNING LAW

This document is governed by the laws of New South Wales which shall have non-exclusive jurisdiction with respect to any disputes.

12. DEFINITIONS

AGTRIX means AGTRIX Pty Limited (ACN 103 038 508) whose usual place of business is at AGTRIX Unit 6, 2 Bonanza Drive, Billinudgel, NSW, 2483 but for the purposes of this document shall include its permitted assigns from time to time. The terms "us" and "our" shall be read to mean AGTRIX as appropriate.

Authorised Users means those employees who are authorised by a Customer to use the Software. The terms "you" and "your" shall be read to mean Authorised User as appropriate.

Approved Users means those agents and independent contractors of the Customer, or farmers through Customers who have been approved by AGTRIX to use the Software. The terms “you” and “your” shall be read to mean Approved User as appropriate.

Approved Data Recipients means those external parties that have a legitimate use of the Data produced by the system. The terms “you” and “your” shall be read to mean Approved Data Recipient as appropriate.

Consequential Loss means any indirect or consequential Losses suffered by a party as a result of a breach of this Policy that cannot reasonably be considered to arise naturally from that breach. Each party agrees that loss of profits, revenue, loss or corruption of data, goodwill, bargain, opportunities and loss of anticipated savings however and whenever occurring, will constitute Consequential Loss.

Customer means the relevant customer of AGTRIX who has entered into an Agreement. The terms “you” and “your” shall be read to mean Customer as appropriate.

13. REVIEW HISTORY

This policy may be reviewed as per clause 9 above or at least every two years at the sole discretion of AGTRIX.

Amendment History

Initial	Feb 2016
Revision 1.0	Jul 2018
Revision 2.0	Jul 2020