

Terms and Conditions of Use

Bowen Rail Company (BRC) utilises the EmployeeConnect platform for conducting recruitment activities. The aim of this notice is to explain to you how BRC manages your personal information for the purposes of administering its recruitment and employment processes using the EmployeeConnect recruitment platform.

All personal information provided by you is for the purpose of assessing your suitability for employment with Bowen Rail Company. Your personal information will not be disclosed to any other person or agency external to BRC without your consent unless required or authorised by law. By providing us with your personal information you consent to the collection, use and disclosure of your personal information in accordance with this Notice.

What Personal Information is being collected?

When you utilise this service, BRC (via EmployeeConnect) may collect the following personal information from you:

- Identification Information
- Information regarding your right to work in Australia
- Diversity information
- Employment history
- Accreditations (including qualifications and licences)
- Any other personal information relevant to recruitment and employment processes.

For further information regarding BRC's obligations with regard to privacy, please refer to the [Privacy Policy | Bravus](#).

Recruitment Platform Obligations

EmployeeConnect agrees to comply with Privacy Laws with respect to any act done or practice engaged in by EmployeeConnect to the extent that EmployeeConnect is bound by and required to comply with the Privacy Laws and in the same way and to the same extent as BRC would have been bound by and required to comply with the Privacy Laws in respect of that act or practice had it been directly done or engaged in by BRC.

Where EmployeeConnect has access to Personal Information in order to perform its obligations to BRC, EmployeeConnect must:

- a) comply and ensure that all relevant personnel of EmployeeConnect comply with the Privacy Laws;
- b) not (and must ensure that all relevant personnel of EmployeeConnect do not) do or omit to do anything that causes or is likely to cause BRC to be in breach of its obligations under any Privacy Laws;
- c) comply with any reasonable request, direction or instruction provided by BRC to EmployeeConnect regarding the collection, storage, use, disclosure or management of the Personal Information;
- d) if it receives a request from an individual for access to, alteration, correction or deletion of Personal Information about the individual held or stored by

EmployeeConnect in connection with this Agreement, promptly notify BRC in writing of the request and comply with any reasonable and lawful direction issued by BRC in respect of any such request;

- e) only access, copy, view or use the Personal Information where Employee Connect needs to do so to be able to provide the services. EmployeeConnect must not access, copy, view or use the Personal Information for any purpose other than providing the services to BRC;
- f) not disclose, transfer or otherwise provide any Personal Information to a third party (including, without limitation, any third party located outside of Australia) or appoint any third party to host or store the Personal Information outside of Australia without the prior consent in writing of BRC;
- g) notify BRC immediately if it becomes aware that any disclosure or use of the Personal Information may have been made in contravention of any Privacy Law.

EmployeeConnect must, on termination of the arrangement with BRC or if requested by BRC, return all Personal Information to BRC and/or destroy or delete any Personal Information in EmployeeConnect's possession or control within 30 days from date of termination.

Data Breach

EmployeeConnect must implement measures in accordance with good industry practice to seek to prevent and detect Data Breaches.

If EmployeeConnect becomes aware or suspects that a Data Breach has occurred, EmployeeConnect must take appropriate steps in response to the actual or suspected Data Breach, including:

- a) Notifying BRC of that actual or suspected Data Breach within 24 hours of becoming aware, promptly identifying the cause of the Data Breach, disclosing to the Licensee all information relevant to the actual or suspected Data Breach on an ongoing basis and complying with all reasonable directions or instructions of the Licensee in relation to the Data Breach; and
- b) taking all reasonable steps to mitigate against all adverse effect and harm arising from the Data Breach and to remedy the Data Breach;
- c) prevent any potential Data Breach from becoming an actual Data Breach; and
- d) prevent any recurrence of such Data Breach or potential Data Breach.

Definitions

"Privacy Laws" means the Privacy Act 1988 (Cth), as amended from time to time, the Australian Privacy Principles in the Privacy Act 1988 (Cth), as amended or replaced from time to time, any applicable privacy code approved under the Privacy Act 1988 (Cth) and any other law or regulation that regulates or applies to the collection, storage, use, disclosure or management of Personal Information.

"Personal Information" means information or an opinion about an identified or reasonably identifiable natural person (whether true or not), including personal

information as defined in the Privacy Act 1988 (Cth), collected or generated by, disclosed to, or accessed by EmployeeConnect in connection with this Agreement.

“Data Breach” means any unauthorised access to, disclosure of, use of, viewing of, extraction, copying, transmission or modification of any Personal Information or any Personal Information being lost or ceasing to be in control of EmployeeConnect, including where the Personal Information is lost in circumstances where unauthorised access to or unauthorised disclosure of the Personal Information is likely to occur.