
SCHEDULE G: AUSTRALIA

1. When processing the Personal Information of Australian customers, both Parties shall comply with the requirements of the *Privacy Act 1988* (“Privacy Act”).
2. For the purposes of this Addendum, the Parties agree that **42Gears** shall act as the *Processor*, processing Personal Information on behalf of, and in accordance with the instructions of, the *Customer*. The Customer shall act as the *Controller*, retaining ownership of the Personal Information and determining the purposes and means of its processing.
3. The Customer represents and warrants that all Personal Information has been collected in compliance with the Privacy Act and, upon 42Gears’ request, shall provide evidence that the relevant data subjects have been notified in accordance with the Privacy Act. If the Customer fails to provide such evidence when requested, 42Gears shall be entitled to immediately suspend its services without incurring any penalties or being deemed in breach of contract.
4. The Customer warrants that it has implemented the security measures required under the Privacy Act and is solely responsible for notifying the *Office of the Australian Information Commissioner* (“OAIC”) and all affected data subjects of any Personal Information breach without undue delay. The Customer may request 42Gears’ assistance in preparing such notices, and 42Gears shall use its best efforts to provide reasonable support. However, all decisions regarding the timing, content, and delivery of the notices, as well as any associated costs, shall remain the sole responsibility of the Customer.