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Where not-for-profits go for help

Our Community Pty Ltd

(ABN 24 094 608 705)

Privacy Policy

Version 8

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Accessibility:

If you need this document in an alternative accessible format, please contact service@ourcommunity.com.au

This policy applies to:

All enterprises and online services operated by Our Community Pty Ltd, excluding Our Community International.

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1 Overview

- 1.1 This Privacy Policy (**Policy**) explains how Our Community Pty Ltd (ABN 24 094 608 705) and its related Australian entities, including SmartyGrants (AU/NZ), SmartyFile (AU/NZ), Institute of Community Directors Australia, Funding Centre, GiveNow and Our Community House (collectively referred to as **we, us, our** and **Our Community**) collects and handles your Personal Information. A separate Privacy Policy applies to our related entity, Our Community International, which operates the international instances of SmartyGrants and SmartyFile.
- 1.2 Our Community is committed to protecting your privacy. Establishing a trusting relationship with our users is central to our work practices.
- 1.3 In this Policy, **Privacy Legislation** means, as applicable, (a) the Privacy Act 1988 (Cth), as amended from time to time; (b) the Privacy and Responsible Information Sharing Act 2024 (WA); (c) other applicable Australian state or territory privacy laws; (d) the Privacy Act 2020 (NZ); and (e) any legislation that replaces or substantially re-enacts any of the above.
- 1.4 In this Policy, **Personal Information** has the same meaning as in the applicable Privacy Legislation.
- 1.5 This Policy applies to all enterprises and online services operated by Our Community, excluding Our Community International (operating UK instances of SmartyGrants and SmartyFile), including the following websites and associated subdomains:
- (a) Our Community: www.ourcommunity.com.au
 - (b) Communities in Control: www.communitiesincontrol.com.au
 - (c) Funding Centre, including:
 - (i) the public-facing website at www.fundingcentre.com.au;
 - (ii) the customer-facing website at <https://explore.fundingcentre.com.au>; and
 - (iii) the SmartySearch grant database tool, which may be embedded in third-party websites under licence. Where personal information is collected through a SmartySearch embed form, this Policy applies to Our Community's handling of that information.
 - (d) GiveNow, including:
 - (i) the public-facing website at <https://www.givenow.com.au>, and the password-protected client-facing areas of that website;
 - (ii) the client-facing websites at about.givenow.com.au and <https://help.givenow.com.au>; and
 - (iii) the GiveNow donation widget, which may be embedded in third-party websites by organisations registered with GiveNow. Where personal information (including payment information) is collected through a GiveNow embed form, this Policy applies to Our Community's handling of that information.
 - (e) Institute of Community Directors Australia, including:
 - (i) The public-facing website at www.communitydirectors.com.au; and
 - (ii) The learning management systems at <https://training.communitydirectors.com.au> and <https://portal.communitydirectors.com.au>

- (f) SmartyGrants (AU and NZ), including:
 - (iii) SmartyGrants' public-facing websites: www.smartygrants.com.au and www.smartygrants.co.nz;
 - (iv) All SmartyGrants grantmaker portals (Manage Sites) and their associated public-facing applicant portals (Applicant Sites), accessible via subdomains and custom domains;
 - (v) The SmartyGrants help hub at <https://help.smartygrants.com.au/> and applicant help at <https://applicanthehelp.smartygrants.com.au/>;
 - (vi) The SmartyGrants learning management system (SmartySkills) at <https://smartygrants.talentlms.com/>; and
 - (vii) The SmartyGrants Forum at <https://forum.smartygrants.com.au>.
- (g) SmartyFile: www.smartyfile.com.au

1.6 We apply this Policy to all individuals and entities who interact with Our Community globally, but excluding users of our UK instances of SmartyGrants and SmartyFile, to which a separate Privacy Policy applies. This includes (but is not limited to) agents, contractors, subcontractors, employees, volunteers, representatives and other users of Our Community's services.

1.7 We may update this Policy from time to time in accordance with legislative or operational changes. If you would like us to send you a copy or you have comments or questions regarding this Policy, please contact us using the details provided in clause 16.

2 Types of information we collect

2.1 The type of information that we collect and hold depends on the nature of a person's involvement with us.

2.2 We only collect your Personal Information where it is reasonably necessary for us to pursue one or more of our functions or activities, or where the law requires us to collect it.

2.3 Depending on the reason for collecting it, the Personal Information we collect may include (but is not limited to):

- (a) your name and contact details;
- (b) copies of identification documentation;
- (c) payment information and banking details if you are making a donation or purchasing a product from or through us;
- (d) Personal Information contained in forms or applications;
- (e) Personal Information contained in queries, or feedback about our services; and/or
- (f) usage data (which may include your IP address, the pages you have clicked through on our websites, websites that referred you to our sites, information about the device you are using, and your wider geographic location).

2.4 In some circumstances, we collect Sensitive Information, which requires a higher level of protection under the Privacy Legislation. We consciously limit how much Sensitive Information we collect, and we only collect it when we have your consent and the collection is reasonably necessary for us to pursue one or more of our functions or activities. In this Policy, **Sensitive Information** (or **Special Category Data**) has the same meaning as in the Privacy Legislation.

- 2.5 Where Sensitive Information is collected (as applicable) through:
- (a) a grant application form administered by a grantmaker on the SmartyGrants platform; or
 - (b) a donations, membership or event form administered by a not-for-profit organisation fundraising on the GiveNow platform; or
 - (c) a board matching service expression of interest form administered by an organisation advertising a vacancy on the Institute of Community Directors website,

that collection is also governed by that organisation's own privacy policy. We encourage individuals to review those organisations' privacy policies before providing Sensitive Information in an online form.

3 How we collect information

- 3.1 We ask you for Personal Information when it is necessary for the activities in which you are seeking to be involved. Where our platforms are used by other organisations (as set out in clause 2.5 above), the organisation (not us) determines the content of the online form. We are not responsible for the scope of the Personal Information requested by such organisations. If you have questions about why particular Personal Information is requested in an online form, you should contact the organisation directly.
- 3.2 We will only collect your Personal Information by lawful and fair means, including by telephone, by letter, by email, through forms on our websites or through websites we trust.
- 3.3 Normally, we collect your Personal Information directly from you (or the relevant individual), unless:
- (a) it is unreasonable or impracticable to do so;
 - (b) collection from another source is required by law;
 - (c) the information is publicly available; or
 - (d) another exception applies under relevant Privacy Legislation.
- 3.4 We will use reasonable efforts to notify you at or before the point of collection that your Personal Information is being collected, the purpose of collection, recipients, consequences of non-collection, and rights of access/correction, unless it is unreasonable or impracticable to do so. Consent may be provided in writing, orally, or by clear affirmative action (e.g. a tick box on a form).
- (a) For our direct customers (i.e. grantmakers, not-for-profit organisations or other organisations), we collect Personal Information directly from you (or your employees or authorised users) for the purposes of providing and administering our services, including creating and managing your account, providing support and communicating with you about our services.
 - (b) For grant applicants, donors, board volunteers or other individuals completing online forms through one of our platforms, your Personal Information is administered by the organisation using our platform. In that context we act as a service provider to our direct customer. For a full explanation of how we handle personal information submitted via online forms, the organisation's role in determining what is collected, and who to contact with questions about a specific application form, see clause 4 of this Policy.

- 3.5 Where we rely on consent as the basis for collecting, using or disclosing your Personal Information, that consent must be:
- (a) Voluntary – not a condition of using our services, unless collection is necessary for the service;
 - (b) Informed – given with sufficient information about what you are consenting to;
 - (c) Current – given at or before the time of collection and capable of being withdrawn;
 - (d) Specific – relating to the particular purpose for which it is sought; and
 - (e) Given by a person with a capacity to consent.

Silence, pre-ticked boxes or continued use of our services will not constitute consent. You may withdraw your consent at any time by contacting us using the details in clause 16. Withdrawal of consent does not affect the lawfulness of any collection, use or disclosure that occurred before withdrawal.

- 3.6 Subject to clause 3.2:
- (a) We may collect Personal Information from agents, contractors, subcontractors, employees, representatives, users of Our Community's services, and volunteers.
 - (b) We collect user data through log files and cookies.
 - (i) In some cases you can block or delete cookies and still use our services; although if you do, you will be asked for your email address and password every time you log into an account you hold with us.
 - (ii) If you are a SmartyGrants user refer to our Cookie Declaration available at <https://www.smartygrants.com/policies#cookies-declaration>

3.7 You are not required to provide the Personal Information and/or Sensitive Information we request. However, if you choose not to provide it, we may not be able to service your needs (see also clause 6).

3.8 You are free to browse some of our websites anonymously. However, some websites require registration. When you are registering for one of our services, we require you to register an account using your name or a pseudonym and provide a valid email address. It is impractical for us to manage and provide support if we cannot match you to your account. Receipts (especially tax-deductible receipts) may be invalid unless accurate information, including your real name, is provided.

4 Information we collect on behalf of others

- 4.1 If you are a grant applicant or grant assessor using SmartyGrants:
- (a) Our Community acts as a service provider on behalf of grantmakers, who are responsible for determining how Personal Information is collected and used within their grant programs.
 - (b) We process data in accordance with instructions from the grantmaker for the purposes of administering their grants.
 - (c) We collect your IP address and device information. This information may be used by grantmakers (or by us) to screen for or prevent potentially fraudulent, illegal or abusive activity.

- (d) If you are applying for a grant, we disclose your name, username (email address), organisation name and project title to the grantmaker when you create a submission. We do not disclose any other Personal Information (e.g. data entered into a form) unless and until you have submitted a form, or you have provided express consent for us to share your form.
 - (e) A copy of any submitted forms may be sent as an attachment (PDF) to your email address and other email addresses specified by the grantmaker.
 - (f) A form may ask you to provide Personal Information.
 - (i) If you have any questions about a form you are filling in, please contact the grantmaker directly as we are not responsible for the form's content.
 - (ii) Refer to the grantmaker's privacy policy for information on how they collect and manage Personal Information.
 - (g) Information collected in SmartyGrants may be disclosed and processed by third-party service providers, in some cases foreign entities that operate in an overseas jurisdiction. Refer to clause 9.
 - (h) If the grantmaker administering the grant closes their SmartyGrants account:
 - (i) Form responses associated with that account are de-identified or deleted, according to our agreement with the grantmaker.
 - (ii) Unless you request otherwise, your user profile remains in SmartyGrants so you may use it across other grantmaker accounts.
 - (iii) If you have connected your SmartyGrants and Funding Centre accounts, information related to the grant record (for example: program, round and form details, any notes you have added) will remain in Funding Centre but will no longer be updated. You will no longer be able to generate or download a PDF of your forms.
- 4.2 If you register for a SmartyFile profile:
- (a) Information entered into your SmartyFile profile may be made available to members of SmartyFile organisations you join, for the purposes of pre-filling submissions.
- 4.3 If you are a SmartyFile administrator:
- (a) Users who have registered for SmartyGrants or SmartyFile can request to join your organisation. You will receive these requests via email. The intent of these requests is to help users consolidate accounts and organisational profiles.
 - (b) Where all administrators have left your organisation, a new administrator may be added through our organisation claim process. To initiate a claim, contact us using the details in clause 16. Claims require supporting documentation to verify your authority to act on behalf of the organisation. Claims are reviewed by authorised SmartyGrants team members, and we will provide 14 days' notice to all existing users of the SmartyFile organisation before adding a new administrator.
- 4.4 If you are an organisation using GiveNow:

- (a) When you complete the application process for your organisation to collect funds via GiveNow, your organisation's name, ABN, address, website, contact phone number, contact name, and banking details are passed on to our banking/financial transaction partner as part of our verification process, along with any data required under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006.
- (b) Payments on GiveNow are processed via a third-party payment gateway (refer to clause 9).
 - (i) Credit card data is not processed by or stored by GiveNow.
 - (ii) Direct debit bank account data is processed and stored by both GiveNow and our third-party payment gateway.
 - (iii) All payments are processed in a PCI-DSS compliant environment.

5 How we deal with unsolicited Personal Information

- 5.1 If we receive your Personal Information from you or a third party without having asked for it, we will promptly assess whether we have a need for it, and whether it could have been collected in accordance with clause 3 above. If we determine we do not have a need for it or it was not lawfully collected, we will destroy or permanently de-identify the information as soon as practicable, so long as it is lawful and reasonable to do so. If we determine that we could have collected this information under clause 3, we will handle the information in accordance with this Policy as if we had collected it in the ordinary course.

6 How we use your Personal Information

- 6.1 We only use or disclose your Personal Information for the primary purpose for which it was collected, or for a secondary purpose where:
- (a) you have expressly consented;
 - (b) you would reasonably expect the use or disclosure and it is directly related to the primary purpose; or
 - (c) we are otherwise permitted to do so under the Privacy Legislation.
- 6.2 We use your Personal Information for a range of primary purposes, including:
- (a) providing you with our products and services;
 - (b) improving our services through quality-improvement activities;
 - (c) providing you with information, news, offers and surveys;
 - (d) helping you to access the most appropriate information and tools associated with our websites;
 - (e) providing you with support if you need technical assistance;
 - (f) processing payments, including donations;
 - (g) communicating important service-related announcements, changes to our services or policies, or password notifications;
 - (h) providing you with information about your account and newsletters you have signed up to receive;
 - (i) answering inquiries and resolving complaints;
 - (j) complying with directions from authorities or legislative requirements;

- (k) screening for or preventing potentially fraudulent, illegal or abusive activity; or
 - (l) storing your data so it is available for your future use of our services.
- 6.3 We may also collect, hold, use and disclose Personal Information for purposes:
- (a) which we explained at the time of collection; or
 - (b) which are required by law; or
 - (c) for which you have provided your consent; or
 - (d) which are necessary for maintaining the reliability and security of infrastructure and services.
- 6.4 To the extent you submit content to public areas of our websites (for example, on a public online forum), it will be available to the public and we may reuse or republish it. If you request that such content be removed, we will do our best to promptly remove it.
- 6.5 If you have any concerns about us using your Personal Information in any of these ways, please notify us immediately.

7 How we store and handle your data

- 7.1 We hold Personal Information in a number of ways, including in electronic databases, email contact lists, and in paper files held in secure offices.
- 7.2 We take reasonable steps to:
- (a) make sure that the Personal Information is accurate, up to date and complete, and (in the case of use and disclosure) relevant;
 - (b) protect the Personal Information from misuse, interference, loss, unauthorised access, destruction, modification or disclosure using technical and organisational measures that are appropriate to the sensitivity of the information; and
 - (c) destroy or permanently de-identify Personal Information that is no longer required for the purposes for which it was collected, including to meet legal, regulatory and operational requirements. Retention periods vary depending on the type of data and service.
- 7.3 Measures used to fulfil the requirements of 7.2 (a) to (c) include (but are not limited to): access controls, encryption of data in transit and at rest, monitoring, staff training, and secure infrastructure practices. De-identification will meet a standard that makes re-identification not reasonably practicable.
- 7.4 Our Community holds ISO/IEC 27001:2022 certification for the SmartyGrants information security management system. This certification is independently audited and reflects our commitment to maintaining security standards appropriate to the personal information we handle. Further information about our security practices is available at <https://www.smartygrants.com/about/security-assurance>.
- 7.5 Any Personal Information we provide to you through your online account(s) with Our Community enterprises is password-protected.
- (a) You must not reveal or share your password with anyone.
 - (b) We will never ask for your password, either verbally or through phone or email contact (whether initiated by you or us).

8 Accessing and correcting your Personal Information

- 8.1 If you would like:
- (a) confirmation that we hold your Personal Information; or
 - (b) to access your Personal Information; or
 - (c) to correct your Personal Information,
- you can request this by using the contact details in clause 16.
- 8.2 We will respond to your request within a reasonable period after receiving the request and no later than 20 working days after receiving the request. You may make an urgent request to access or correct your Personal Information, which should include the reasons for the urgency.
- 8.3 Prior to allowing access to your Personal Information, we may ask you to take steps to verify your identity.
- 8.4 We will allow you to access your Personal Information unless there is a sound reason not to, including where:
- (a) giving access would have an unreasonable impact on the privacy of others; or
 - (b) we reasonably consider that your request for access is frivolous or vexatious; or
 - (c) it is not permitted under the applicable Privacy Legislation.
- 8.5 If we refuse to give you access to your information, we will give you a written notice that includes:
- (a) the reason(s) for refusal;
 - (b) the mechanisms available to complain about the refusal, including your right to make a complaint to us under clause 15 and to escalate to the OAIC (for Australian users) or the Office of the Privacy Commissioner (for New Zealand users); and
 - (c) where relevant, the name of a third party (such as the relevant grantmaker or fundraising or not-for-profit organisation who controls the form) who may be better placed to respond to your request.
- 8.6 If you believe that information we hold about you is incorrect, incomplete, or out of date, please contact us and we will take all reasonable steps to amend the information in line with your request. We will respond to your correction request within any timeframe specified by the applicable Privacy Legislation.
- (a) If we refuse to correct the information, we will give you written notice of the reasons.
 - (b) If we refuse your correction request, you may ask us to attach a statement to the relevant record noting that you sought a correction and that we declined. We will attach such a statement in a manner that ensures it will be apparent to any person who accesses or uses that information.
 - (c) If you request it and it is reasonably practicable to do so, we will notify any third party to whom we have previously disclosed the relevant Personal Information of the correction.

We will not charge you for making a correction request or correcting your information.

- 8.7 If the information has been collected on behalf of others (as described in clause 4), we may direct you to contact the relevant party to initiate your request.

9 Third-party service providers

- 9.1 Our Community uses some third-party service providers (sub-processors) in order to support our websites and operations. These third-party service providers can include foreign entities that operate in an overseas jurisdiction.
- (a) Before disclosing your Personal Information to an overseas recipient, we take reasonable steps to ensure that the recipient does not breach the applicable Privacy Legislation in relation to that information. These steps may include: (i) requiring overseas service providers to comply with applicable Privacy Legislation by contract; (ii) selecting providers located in countries that have been prescribed under applicable Privacy Legislation as providing comparable protections; or (iii) otherwise satisfying ourselves that the recipient's privacy framework provides adequate protection. We periodically review our third-party service providers' privacy and security practices.
 - (b) We take all reasonable steps within our control to prevent unauthorised use or disclosure of your Personal Information by our third-party service providers that we provide your Personal Information to in connection with the services provided by us.
 - (c) By using our services and interacting with Our Community, you acknowledge that third-party service providers that are foreign entities may operate in jurisdictions with different privacy obligations. Where this occurs, we take reasonable steps to ensure appropriate safeguards are in place to protect your Personal Information.
- 9.2 A list of third-party service providers, their locations, the data disclosed and links to relevant policies can be downloaded from:
<https://www.smartygrants.com/policies#third-party-service-providers>
- These third-party service providers may change from time to time.
- 9.3 Disclosure to third-party service providers who process Personal Information on our behalf and solely on our instructions is a use within the primary purpose of collection and does not constitute a secondary disclosure for the purposes of the Privacy Legislation. All other disclosures to third parties are made only where permitted under applicable Privacy Legislation.
- 9.4 In limited circumstances where we are unable to ensure that an overseas recipient will handle your Personal Information in accordance with relevant Privacy Legislation, we will expressly notify you of this before the disclosure occurs and seek your specific consent to the transfer on that basis. Use of our services generally does not constitute consent to any such transfer.
- 9.5 Any questions related to our use of third-party service providers can be directed to us via the contact details in clause 16.

10 Direct marketing

- 10.1 We only use your Personal Information to let you know about our products or services where we have your consent, or where we are otherwise permitted by law to do so. We may contact you for these purposes in a variety of ways, including by mail, email, SMS or telephone. For electronic communications, we comply with the *Spam Act 2003 (Cth)* and the *Unsolicited Electronic Messages Act 2007 (NZ)*, including the requirement that all electronic marketing messages contain a functional unsubscribe mechanism.

- 10.2 We do not sell your Personal Information to any third party for the purposes of direct marketing.
- 10.3 Where you have consented to receiving marketing communications from us, your consent remains current until you advise us otherwise. You can opt out at any time, by:
- (a) contacting us as set out in clause 16;
 - (b) advising us if you receive a marketing message that you no longer wish to receive; or
 - (c) using the unsubscribe facility that we include in our electronic messages (such as emails and SMS).
- 10.4 We do not use your Sensitive Information (refer to clause 2.4) for the purposes of direct marketing.

11 Data Science

- 11.1 Our Community's overriding objective is to build stronger communities through stronger community organisations. We manage a comprehensive set of data collected through the websites listed in clause 1.5 and we use scientific methods, processes and systems to derive meaning from this data (**Data Science**). For the purposes of this Policy, Data Science encompasses what is commonly referred to as analytics – the collection, measurement, and interpretation of data to inform decisions and improve outcomes. Our data science initiatives are underpinned by our mission to create social value and drive a shift toward evidence-based practices and decision-making.
- 11.2 We may use our Data Science activities to:
- (a) conduct research;
 - (b) create new products and services; and/or
 - (c) identify improvements to our existing products and services.
- 11.3 We may use data derived from your use of our services for Data Science activities as described in this clause. Such data is not and does not contain Personal Information. We will never use your Personal Information for Data Science without your express consent.
- 11.4 We may share the outputs of our Data Science activities with the public (for example, on our public websites or through social or mainstream media) or through channels where we charge a fee (e.g. our conferences or subscription-based websites and newsletters). We do not disclose information that identifies any individuals or organisations unless we have their express consent.
- 11.5 Where we engage third parties to conduct Data Science activities, we either aggregate or de-identify the data first, or the third party is subject to our information-handling procedures described in clause 7.2.

12 Artificial Intelligence and Automation

- 12.1 **Artificial Intelligence** or (**AI**) refers to features that use models to analyse text or data and generate outputs, such as summaries or suggestions, that would be difficult to produce reliably through fixed rules alone. **Automation** refers to features that follow defined rules and logic, involving controllable systems that do exactly what they have been configured to do.

- 12.2 We may use AI and Automation enabled tools to support internal operational tasks including document generation and editing, business analysis, code development and review, and administration.
- (a) Use of these tools is governed by our data use policies, which define what data may be accessed, by whom, and under what conditions.
 - (b) We do not permit AI service providers to use our data to train their models.
 - (c) Humans retain full accountability for any content or decisions arising from AI-assisted work.
 - (d) Data processed by AI features remains within Australia (for Australian and NZ customers).
- 12.3 In most cases it is not possible to opt out of the AI and Automation activities described in 12.2. However, we put in place safeguards to protect your privacy. Our staff and contractors are bound by data use policies and an information classification framework that governs what data can be accessed, by whom, and using which tools. All AI tools are evaluated before use, and we do not permit AI service providers to use our data to train their models. SmartyGrants includes AI and Automation features that grantmakers can choose to enable within their SmartyGrants programs.
- (a) If you do not want grantmakers to use your data for these purposes you should contact that grantmaker.
 - (b) Where automated tools support decisions that may significantly affect you, you can request human review by contacting the grantmaker in the first instance, and if unresolved, you can contact us using the contact details in clause 16.
 - (c) For a full description of how SmartyGrants designs, governs and deploys AI and Automation-enabled features – including what features are currently available, your rights and choices, and what safeguards apply – see the SmartyGrants AI Transparency Statement (<https://www.smartygrants.com/policies#ai-transparency-statement>).
- 12.4 Funding Centre includes Drafter, an AI-assisted grant writing tool available to subscribers. Drafter uses information subscribers provide about their organisation and projects to generate draft grant application responses. All data entered into Drafter is stored and processed in Australia. For more information about how Drafter handles your data and the ethical commitments that apply, see [Drafter & the ethical use of AI](#).
- 12.5 Where we use data derived from our services to develop or improve AI and Automation models, we ordinarily use only aggregated or de-identified data. When there is a clear need to use Personal Information (rather than aggregated or de-identified data), we will only do so with express consent.

13 Data Science and AI Governance and Ethics

- 13.1 Our Community's AI governance approach is aligned with ISO/IEC 38507:2022 (Information technology — Governance of IT — Governance implications of the use of artificial intelligence by organizations) for its Data Science activities and use of Artificial Intelligence and Automation. This reflects our commitment to maintaining standards appropriate to the personal information we handle.

- 13.2 Before deploying any AI feature in SmartyGrants, we conduct a structured ethical review using our Dignity Lens framework. This examines the potential impact on the people most affected by the feature – including grant applicants and the communities they represent. Features that do not pass this review are not deployed.

14 Notification of a data breach

- 14.1 If we become aware of unauthorised access to or loss of Personal Information, that constitutes or is likely to constitute a notifiable data breach under applicable Privacy Legislation (**Breach**), we will:
- (a) where required by law, notify the relevant authority as soon as practicable;
 - (b) where required by law, notify affected individuals as soon as practicable, either directly or (where we are handling personal information on behalf of another entity) in coordination with the relevant entity, who may be better placed to communicate with individuals they have a direct relationship with;
 - (c) investigate the Breach and take all reasonable steps to contain and remediate the Breach; and
 - (d) tell affected individuals and relevant authorities what steps we have taken to prevent a reoccurrence.
- 14.2 Unauthorised access to or unauthorised disclosure of personal information, or a loss of personal information, are handled in accordance with the relevant authority as follows:
- (a) In Australia, the OAIC
[oaic.gov.au/privacy/notifiable-data-breaches](https://www.oaic.gov.au/privacy/notifiable-data-breaches)
 - (b) In New Zealand, the Office of the Privacy Commissioner
[privacy.org.nz/responsibilities/privacy-breaches](https://www.privacy.org.nz/responsibilities/privacy-breaches).

15 Complaints

- 15.1 If you have a complaint about how we collect or handle your Personal Information, please contact us using the contact details in clause 16. We treat any claims of privacy breaches seriously and will do our best to respond to your complaint within seven days of receiving it.
- 15.2 If you are unhappy with our response, you can refer your complaint to the Office of the Australian Information Commissioner in Australia or the Office of the Privacy Commissioner in New Zealand.

16 How you can contact us

Please contact us if you have any queries about the Personal Information that we hold about you or the way we handle it. Our contact details are set out below:

- (a) Call us on Australia: (+61) 03 9320 6800 or New Zealand: (+64) 04 889 3068
- (b) Email us on service@ourcommunity.com.au

- (c) Send a letter to us at:
Attention: Privacy Officer
Our Community
PO Box 354
North Melbourne VIC 3051
Australia