

Privacy Policy 3.1

Issue 2

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Approved by Mattias Lundholm:

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Privacy Policy

1. INTRODUCTION

Scania New Zealand Limited (referred to as **Scania, we, our, us**) recognises the importance of privacy and protecting your rights in relation to your personal information.

This Policy outlines how Scania complies with its obligations to manage and protect personal information the Information Privacy Principles contained in the Privacy Act 2020 (**Privacy Act**). Scania also complies with the policies and procedures outlined in the Data Appendix, and the global Scania Group Privacy Policy. This Policy applies in the event of any inconsistency.

In this Policy:

Data Appendix means the Scania Group Data Processing and Protection Policy, which is attached to this Privacy Policy as Appendix A.

Personal information has the meaning given to it in the Privacy Act and includes any information or an opinion relating to an individual, which can be used to identify that individual. For example, information about an individual collected by or provided to Scania such as drivers' names, contact details and identification card information is personal information.

Scania Group means all companies within the corporate group of Scania CV AB incorporated in Sweden.

Sensitive information is personal information that includes information relating to a person's racial or ethnic origin, political opinions, religion, trade union or other professional or trade association membership, sexual preferences and criminal record and includes health information.

2. WHAT KIND OF PERSONAL INFORMATION DO WE COLLECT?

We may collect the following kinds of personal information:

- name
- physical, postal and email addresses
- phone numbers
- age or date of birth
- profession, occupation or job title
- employer details
- bank account details
- drivers' licence details
- marital status
- identification card information
- details of the products and services you have purchased from us or which you have enquired about, together with any additional information necessary to deliver those products and services or to respond to your enquiries
- any other information that is relevant to the services that we provide



3. HOW WE COLLECT PERSONAL INFORMATION

We generally collect personal information directly from you unless it is unreasonable or impracticable to do so. For example, we may collect personal information:

- through you dealing with us in person at your own or at Scania's premises
- on the phone, or via written correspondence (by letter, fax or email)
- from forms or documents filled out by you, such as credit application forms, sales orders, purchase orders or agreements
- through enquiries you make via our website (www.scania.com/nz/en/home.html)

We may also collect personal information from third parties who are entitled to disclose that information to us, or from whom you authorise us to collect that information, including:

- from third party companies such as credit reporting agencies, law enforcement agencies and other government entities
- referrals from existing customers or other third parties

Scania will not collect sensitive information unless you consent, or it is required by law – or in other special specified circumstances, for example, relating to public health or safety.

4. WHAT IF WE CANNOT COLLECT YOUR PERSONAL INFORMATION?

If the personal information we request is not provided, we may not be able to:

- provide you with the requested products or services, or otherwise provide you with the benefit of our services
- process your application for credit
- meet your needs appropriately

Scania does not allow you to deal with us anonymously, or under a pseudonym.

5. UNSOLICITED PERSONAL INFORMATION

Scania may receive unsolicited personal information about you. Scania's employees are required to notify the Privacy Officer of all unsolicited personal information received by them, and we destroy all unsolicited personal information.

6. WEBSITE COLLECTION AND COOKIES

Scania may collect personal information about you from the use of cookies (which is a small summary file containing a unique ID number) when you access the website (<https://www.scania.com/nz>). We may also use third parties to analyse traffic of the website, which may involve the use of cookies. If you do not wish to receive cookies, you can set your browser so that your computer does not accept them.

We may also log IP addresses to analyse trends, administer the website, track users' movements and gather broad demographic information.



7. WHY DOES SCANIA COLLECT, HOLD, USE AND DISCLOSE YOUR PERSONAL INFORMATION?

Scania collects, holds, uses and discloses personal information for the following purposes:

- to provide you with products and services, including but not limited to providing new trucks, used trucks, servicing and repairing vehicles, renting vehicles and the various Scania fleet management services, tachograph services and other connected services managed by Scania
- to answer enquiries and provide information or advice about existing and new products or services
- to assess applications for commercial credit and the credit worthiness of customers (and potential customers), and for recovery of any outstanding debts owed to any member of the Scania Group
- marketing, including to invite you to functions, special events and customer program launches, and providing recommendations regarding Scania products and services, driver training, financing, vehicle sales, sale of insurance
- for administrative, planning, product or service development, quality control and research and development purposes of Scania and the Scania Group
- to provide customer support and seek customer feedback, including processing and responding to any enquiries or complaints made by you
- to update our records and keep your contact details up to date
- to provide advice to you, suppliers or other third parties
- to conduct, manage and enhance our business
- to comply with our legal obligations and to exercise and enforce our legal rights

We may also use personal information for a purpose directly related to a primary purpose outlined above, and in other circumstances authorised by the Privacy Act. Sensitive information will be used and disclosed only for the purpose for which it was provided or a directly related secondary purpose, unless you agree otherwise, or where certain other limited circumstances apply (e.g. where required by law).

8. TO WHOM MIGHT WE DISCLOSE PERSONAL INFORMATION?

We may disclose personal information to:

- other members of the Scania Group
- employees, related bodies and corporate third parties who we engage to do work on our behalf, including but not limited to third party contractors (for example, data storage providers, payment processors, IT administrators and service delivery providers)
- suppliers and other third parties we have commercial relationships with, for business, marketing and related purposes
- consultants we engage, such as our lawyers, accountants, investigators, recover agents and other advisors
- organisations involved in a transfer or sale of all or part of our assets or business (including accounts and trade receivables)
- organisations involved in managing our funding functions



- a credit reporting agency who may use and disclose the information for its own business purposes, including disclosure to other customers of the credit reporting agency
- regulatory authorities, if required by law
- anyone else to whom you authorise us to disclose it

We may also collect personal information from these organisations and individuals and will deal with that information in accordance with this Policy. We engage other people to perform services for us, which may involve that person handling personal information we hold. In these situations, we prohibit that person from using personal information about the individual except for the specific purpose for which we supply it. We may also combine or share information that we collect from you with information collected by the Scania Group.

9. SENDING INFORMATION OVERSEAS

We may send your personal information to entities located overseas, including:

- our related bodies corporate, including those located in Sweden, Malaysia and Germany
- our data hosting and other IT services providers, including those located in Sweden, Germany, Hong Kong, Ireland, United States of America and Malaysia
- other third parties, including those located in Sweden, Germany, Hong Kong, Ireland, United States of America and Malaysia

We take reasonable steps to ensure that overseas recipients of personal information are subject to privacy laws that, overall, provide comparable safeguards to those in our Privacy Act in New Zealand.

10. MANAGEMENT OF PERSONAL INFORMATION

Scania takes reasonable steps to protect personal information held from misuse and loss and from unauthorised access, modification or disclosure. We may hold personal information in electronic or hard copy form.

Scania maintains and enforces data handling and security guidelines regarding personal information it holds in line with its internal policies. Where we no longer require the personal information for a permitted purpose under the Privacy Act, we will take reasonable steps to destroy it.

11. DIRECT MARKETING

We may send you direct marketing communications and information about our products and services that might be of interest to you, including via mail, SMS or email. You consent to us sending you direct marketing communications by any of these methods. You may opt-out of receiving marketing communications from us by contacting the Privacy Officer.

Scania will only provide personal information to other organisations for the purpose of direct marketing if:

- the personal information does not include sensitive information



- you would reasonably expect us to use or disclose the information for direct marketing
- you have requested to opt-in to receiving direct marketing from us

12. IDENTIFIERS

We will not use identifiers assigned by the Government, such as a tax file number, for our own file recording purposes, unless one of the exemptions in the Privacy Act applies.

13. HOW DO WE KEEP PERSONAL INFORMATION ACCURATE AND UP-TO-DATE?

Scania takes reasonable steps to ensure that the personal information it collects, uses and discloses is relevant, accurate, complete and up-to-date. It is Scania's policy and practice to audit the information it holds about individuals, to ensure the information is accurate.

If you believe personal information we hold about you is incorrect, incomplete or inaccurate, you can ask for it to be updated by contacting us. Scania responds to requests to amend personal information within a reasonable time and does not charge individuals for correcting the information.

If you request a correction to your personal information that we do not agree should be made, you have the right to request that we attach to the information a statement of the correction you have sought but has not been made.

14. YOU HAVE THE ABILITY TO GAIN ACCESS TO YOUR PERSONAL INFORMATION

Subject to the exceptions set out in the Privacy Act, you may gain access to the personal information which Scania holds about you by contacting the Scania Privacy Officer. We will provide reasons for any refusal, including exceptions relied upon under the Privacy Act, such as where the information cannot be readily retrieved.

Provided access is not refused, any request will be dealt with by allowing you to look at your personal information at the offices of Scania, within a reasonable period of time from the date of the request. We will require identity verification and specification of what information is required. An administrative fee for search and photocopying costs may be charged for providing access. We will advise the likely cost in advance whenever practicable.

15. CONTRACTUAL ARRANGEMENTS WITH THIRD PARTIES

Scania ensures that all contractual arrangements with third parties adequately address privacy issues. We provide this Policy to third parties and require third parties to have policies in place which address the management of personal information in accordance with the Privacy Act.

16. CONTACTING SCANIA

If you have any questions or concerns about this Policy or privacy-related issues, or would like to make a complaint, please contact our Privacy Officer in any of the following ways:



By telephoning – +61 3 9217 3300

By writing to – Scania Privacy Officer, Private Bag 11, Campbellfield, Vic, 3061

By emailing – privacy.officer@scania.com.au

We will treat your requests or complaints confidentially and we will aim to address any query or concern in a timely and appropriate manner.

17. WHAT IF I AM NOT SATISFIED WITH THE RESPONSE?

If you are not satisfied with our response to your enquiry or complaint, you can refer your complaint to the Office of the Privacy Commissioner (OPC). You can contact the OPC:

By telephoning – (04) 474 7590 or (09) 302 8680

By writing to – PO Box 10 094, The Terrace, Wellington 6143

By submitting an online complaint form, located at the OPC website: www.privacy.org.nz

18. PRIVACY BREACHES

If you become aware of a privacy breach or potential privacy breach you must immediately report it in writing to the Privacy Officer.

The Privacy Officer will review any complaint or reported breach. The Privacy Officer will respond to the complainant or reporter outlining next steps and their reasons for taking those steps.

The Privacy Officer will also consider whether any privacy breach is a notifiable privacy breach, therefore requiring notification to the Privacy Commissioner and affected individuals under the Privacy Act.

The factors that will be considered in their assessment as to whether a privacy breach is notifiable include:

- any action taken by Scania to reduce the risk of harm following the breach;
- whether the personal information is sensitive in nature;
- the nature of the harm that may be caused to affected individuals;
- the person or body that has obtained or may obtain personal information as a result of the breach (if known);
- whether the personal information is protected by a security measure; and
- any other relevant matters.

19. UPDATES TO THIS POLICY

This Policy will be reviewed from time to time to take account of new laws and technology, changes to our operations and practices and the changing business environment. Any updated version of this Policy will be posted on our website.



Appendix A

DATA PROCESSING AND PROTECTION IN CONNECTION WITH SCANIA CONNECTED SERVICES

1. Definitions

1.1 The below terms and phrases as used herein shall have the following meaning.

- a) “*Controller*” shall mean the person (natural or legal) who by law is regarded as ultimately responsible for the processing of Personal Data, which depending on the scope and nature of processing can be the Customer itself, Scania, or a Scania Stakeholder.
- b) “*Customer Data*” shall mean all and any data relating to the Customer itself in its capacity as recipient of Services as well as Personal Data and Operational Data, save for data which Scania has created or generated itself for purposes of formalising the Agreement with the Customer.
- c) “*Data Processing Information*” shall mean this comprehensive information on data processing and protection in connection with Scania connected services.
- d) “*Data Subject(s)*” shall mean the Customer itself, if and provided that the Customer is a natural person, as well as other identified or identifiable natural persons for which the Customer is responsible or which are involved on the Customer’s side in connection with the Services (such as, but not limited to its legal representatives, agents, drivers and other employees and contractors).
- e) “*Network Members*” shall mean all distributors, dealers and workshops appointed (whether directly or indirectly) by Scania CV AB as authorised representatives for sales, repair and maintenance of Scania-branded products.
- f) “*Operational Data*” shall mean data which is generated in, through and from Products during or in connection with the rendering of Services to the Customer. Operational Data from *e.g.* Vehicles may for purposes of the Agreement also be regarded as Personal Data, due to the availability through Vehicle tachographs to information about the identity of the individuals who generated it when operating the Vehicles.
- g) “*Personal Data*” shall mean any data which directly relates to a Data Subject (such as, but not limited to names, personal ID numbers, driver’s card numbers, and contact details), or which can indirectly be attributed to a Data Subject. For the sake of clarity, Operational Data as well as other Customer Data may also constitute Personal Data, provided that it has not been anonymized (meaning that the indirect link to an individual has been permanently erased).
- h) “*Processor*” shall mean any person (natural or legal) who processes Personal Data on instructions from a Controller.
- i) “*Requisite Information*” shall mean information which according to prevailing data protection and integrity rules and regulations it is mandatory for a Controller to give in advance and in full to all relevant Data Subjects about *e.g.* the scope, duration, means and purposes of processing of Personal Data, the origin and nature of such data, the Data Subjects’



right to have data changed or deleted, which select recipients that Personal Data may be circulated to, and the right for Data Subjects to file complaints with supervisory authorities.

- j) "*Scania Stakeholder(s)*" shall mean Scania Group Companies, Network Members, agents, external service providers and other business partners of Scania and the Scania Group, as involved in any of the data processing or other activities contemplated herein.
- k) "*Sub-Processor*" shall mean any person (natural or legal) who is contracted by a Processor to carry out all or part of the processing of Personal Data which has been assigned to the Processor by a Controller.

- 1.2 Other terms and phrases as used herein shall have the meaning ascribed to them in the Scania "General Terms and Conditions for Subscription to Scania Connected Services" that form part of the Agreement together with this Data Processing Information.

2. Storage and Availability of Customer Data

- 2.1 Storing and other processing of Customer Data and Personal Data will wholly or partly be arranged for through servers located within the EU/EEA. Therefore, mandatory EU data protection laws will govern all aspects of the Services and data processing covered by or through the Agreement, along also with other local laws as applicable in relevant jurisdictions.
- 2.2 All and any Customer Data stored on or through the Interfaces or otherwise by Scania or Scania Stakeholders are and remain the Customer's property, but may be used by Scania and Scania Stakeholders as provided for in this Data Processing Information or the Agreement.
- 2.3 Both Scania (as for itself and also for Scania Stakeholders by way of imposing corresponding requirements on them) and the Customer confirm and undertake that they each have implemented and will continue to implement relevant, efficient and state-of-the-art technical and organisational measures to ensure a level of security appropriate to the risks represented by processing of Customer Data, so as to safeguard such data's confidentiality, integrity, and availability while also protecting it from access by unauthorised personnel or for unauthorised purposes.

3. Processing of Customer Data and Personal Data

- 3.1 The Customer acknowledges that Scania will use and process Customer Data, and may forward it to Scania Stakeholders (with relevant restrictions for them);
 - a) for purposes of, and as required for or incidental to the due and timely rendering of Services to the Customer, as further described and defined in the relevant Service Descriptions;
 - b) as required for fulfilling its other obligations to the Customer according to the Agreement;
 - a) to the extent necessary for complying with mandatory requirements (whether attributable to the Customer, Scania or Scania Stakeholders) according to applicable laws, rules and regulations as well as decrees, orders and decisions from competent authorities;
 - b) in case of emergency calls/eCall (where available) from Vehicles to



emergency centres or other relevant data recipients as defined from time to time by law or by Scania;

- c) for conducting remote diagnostics as well as repair and maintenance analyses, planning and estimation, in connection with flexible maintenance analyses, Customer ordered repairs and maintenance of Products, safety or technical recall campaigns, and/or road-side assistance;
- d) for providing in-vehicle online entertainment to drivers, passengers or other Data Subjects where so requested by them;
- e) for positioning in connection with and strictly limited to the purposes of carrying through of safety or technical recall campaigns, monitoring of Products in the sales to delivery process, detecting stolen or missing Products owned by the Customer, Scania or Scania Group Companies, developing road map data, promoting road or other infrastructure optimisation, and developing efficient sales and/or after-sales network structures;
- f) for purposes of identifying and promoting products to the Customer or its personnel, such as driver training or coaching, vehicle solutions, product equipment, financing, accessories, insurance, product follow-up, fleet management, roadside assistance, repair and maintenance schemes, warranty products and any other services related to the operation of Products, and even for the promotion of products and services that are not connected or ancillary to the Services or other product offerings of Scania or Scania Group Companies, provided though for the purposes hereof that the Customer has not at any stage (at signing of the Agreement, or thereafter in writing to Scania at its address specified for notifications in connection with the Agreement) explicitly refused Scania such rights;
- g) managing and reacting to early warnings of Product defects;
- h) for follow-ups of contractual undertakings to Scania Group Companies or Network Members;
- i) for carrying out credit worthiness assessments and know-your-customer-checks; and
- j) for making Product status assessments (*e.g.* in connection with sale and/or purchase of used Products).

3.2 Scania and Scania Stakeholders will also analyse Customer data (including log data) for the carrying out of trouble-shooting, maintenance, or system and application functionality tests, of the Interfaces, Subscription and Services. Where necessary or beneficial to the quality and reliability thereof, they may do so by way of so called impersonation (*i.e.* through the Customer's and its Users' log-in details into the Interfaces even if constituting Personal Data).

3.3 In addition, Scania will use and process Operational Data (but no other Customer Data), and may forward it to Scania Stakeholders;

- a) for purposes of and limited to Scania's and Scania Stakeholders' activities with;
 - i) product development (as promoting improved fuel consumption, product quality, performance, efficiency, environmental friendliness, safety, technology and functionality);
 - ii) improvement and development of services (whether or not similar to the Services, such as, but not limited to fleet management, social provisions



- management, product repairs and maintenance, driver training and coaching, operational optimisation and route planning), where profiling of operating personnel may be an element of data processing, provided that no analysis is made of the identity of drivers; and
- iii) logging of, and analysing crash, accident and incident data from Products;
 - iv) remote updating of Product components and software;
- b) for purposes of executing, managing and/or co-ordinating services and features based *inter alia* on vehicle-to-vehicle or vehicle-to-infrastructure exchange of Operational Data (such as, but not limited to platooning, or traffic, weather, road condition, safety or zone management based in-vehicle notifications) and either ordered, activated or approved by the Customer, its personnel or other Data Subjects that the Customer is responsible for; and
- c) for statistical purposes.
- 3.4 Processing and use as above may cover and include *inter alia* generating, extracting, accessing, storing, analysing, modifying, and transferring data on, through or by the Product(s), the internet, the Interfaces, telephone, Scania computer equipment, cloud servers, other manual, digital or electronic tools or means of communication, and through vehicle-to-vehicle as well as vehicle-to-interface communication.
- 3.5 The scope and duration of data processing (including storage) by Scania and/or Scania Stakeholders will not go beyond what is necessary for attaining the defined purposes on the Customer's or Scania's side.
- 3.6 Rendering of Services to the Customer by Scania as envisaged in the Agreement will involve processing of Customer Data which in many situations may also qualify as Personal Data, whereby the following shall apply.
- a) The Customer and Scania are both Controllers and jointly responsible for the legality of processing of Personal Data. The Customer therefore undertakes to inform itself, just like Scania, about and comply with all and any applicable laws, rules and regulations relevant to the processing.
 - b) Scania have based all Services and the contents thereof on no consent from Data Subjects being required, as processing will be carried out in the Customer's legitimate interests without those being overridden by any Data Subject's interests or fundamental rights and freedoms which require protection of Personal Data. If nonetheless the Customer identifies consent requirements, it shall be the Customer's responsibility to obtain consent from every Data Subject concerned and immediately inform Scania of any restrictions applying to data processing in connection with the Services due to such consent not having been given freely and unambiguously by all of them.
 - c) It shall be the Customer's responsibility, both for itself and on Scania's behalf, to provide all Data Subjects with Requisite Information.
 - d) Scania will provide the Services to the Customer while utilising the support by, assistance from and systems of Scania CV AB and/or other Scania Group Companies and/or other Scania Stakeholders of its choice. Such other



entities will act as Processors to Scania, who will formalise their assignments and instructions in writing and fully in conformity with this Data Processing Information and other parts of the Agreement.

- 3.7 If and to the extent that Scania and/or Scania Stakeholders process Operational Data for any other purpose set out above than rendering of Services, then the following applies.
- a) The processing entities (i.e. not the Customer) are Controllers and ultimately responsible for their respective processing.
 - b) No requirements of consent from the Data Subjects concerned apply for the processing, since it will be carried out in the legitimate interest of the Controller without those being overridden by any Data Subject's interests or fundamental rights and freedoms which require protection of Personal Data. Specifically, processing will not be aimed at identifying Data Subjects, or directly focus on their individual performance.
 - c) Even with no requirements of consent applying, the Controllers will still have a duty to provide all Data Subjects with Requisite Information. The Customer hereby acknowledges and confirms that it shall be responsible for providing Data Subjects with such information on Scania's and every other Controller's behalf for the entire duration of the Agreement.
 - d) The Controller will make every reasonable effort to pseudonymise or anonymise Operational Data in order to further protect the integrity of Data Subjects and in any event avoid processing Personal Data directly relating to Data Subjects as individuals, provided though that the legitimate interests for which processing is carried out can still be pursued.
- 3.8 At any stage of processing of Personal Data by Scania or Scania Stakeholders (whether they are regarded as Controllers or Sub-Processors), such processing shall always be relevant and non-excessive to the defined purposes, and also fair, lawful, adequate, kept up to date, accurate, and kept in a form which permits identification of Data Subjects for no longer than necessary for the defined purposes. Moreover, each Controller shall ensure that Personal Data which are inaccurate or incomplete, having regard to the purposes for which they were collected and and/or further processed, are erased or rectified.
- 3.9 When forwarding Operational Data and other Personal Data to Scania Stakeholders as according to this Data Processing Information, Scania shall always ensure that all such recipients confirm and commit to undertakings corresponding in full to those of Scania hereunder for the protection of the integrity of Data Subjects, and that assignments are formalised in accordance with applicable data protection laws, rules and regulations.
- 3.10 No processing of data as described in this Personal Data Information will involve transfers of Personal Data to countries outside of the EU/EEA unless protection of such data at a level at least corresponding to that envisaged herein have been ensured (whether through a contract with the recipient covering the EU Commission standard contractual clauses for the transfer of personal data to processors established in third countries, or other legally permitted measures) or already applies by law in the recipient's territory.



- 3.11 Neither Scania nor Scania Stakeholders will access or process messages or driving order information with, from or between the Product(s), the Customer, its business partners and clients, or other internal communications in the Customer's operations other than as necessary for providing Services to the Customer, nor will any Customer Data be forwarded to its competitors.

4. Information Rights and Requirements

- 4.1 For purposes of securing that communication and other processing by Scania and Scania Stakeholders of Personal Data and Customer Data is at all times duly authorised as based on fulfilment of applicable legal requirements and contractual obligations, the Customer undertakes to immediately notify Scania when a Product is no longer operated by the Customer (e.g. due to a sale or other transfer of ownership to it, termination of a lease contract for the Product, or the Customer letting it to a third party).
- 4.2 If the Customer fulfils its undertakings to provide Requisite Information to Data Subjects about processing of Operational Data and other Personal Data in any other manner than copying and forwarding of this Data Processing Information, then the information given shall at least correspond to and cover all parts hereof.
- 4.3 The Customer as well as Data Subjects may request information on which Customer Data and Personal Data respectively are being processed and stored by Scania and Scania Stakeholders. Information will be given according to normal Scania Group routines as applicable from time to time, which are and will remain harmonised with all and any relevant data protection laws.
- 4.4 Operating manuals of all Scania Products contain information which substantially corresponds to that contained herein, while the Scania Group's global privacy policy can be accessed via www.scania.com. Yet additional details about Scania's processing of Customer Data (including Operational Data and Personal Data) is available at all and any times according to normal Scania Group routines.

5. Other Rights of the Customer and Data Subjects

- 5.1 The Customer as well as any Data Subject may at any time request (to the relevant point of contact within Scania as communicated separately through its public channels);
- a) to have its incorrect data rectified;
 - b) to have its data deleted;
 - c) to receive machine-readable copies of its own Personal Data as processed by Scania, and/or to have such data directly transferred to designated third parties; and
 - d) that the processing of its data shall be limited.
- 5.2 Scania shall expediently and without undue delay consider a request made as aforesaid, and may refuse it only if and to the extent that the provision or quality of the agreed Services, or the Customer's, Scania's or Scania Stakeholders' own legitimate interests would otherwise be jeopardised. In such



considerations, Scania shall strictly adhere to applicable mandatory laws and regulations, and in case of any uncertainty around identified risks or conflict of interests consult with whoever made the request as well as any other person or entity potentially affected thereby.