This **Privacy Policy** applies to all Personal Information collected by Kodin Pty Ltd ACN 698 500 168, which is referred to as "we", "us", "our" and similar grammatical forms, via the Platform.

**1. What is "Personal Information"?**

1.1 The Privacy Act currently defines "Personal Information" as meaning information or an opinion about an identified individual or an individual who is reasonably identifiable:
- (a) whether the information or opinion is true or not; and
- (b) whether the information or opinion is recorded in a material form or not.

1.2 If information does not disclose your identity or enable your identity to be ascertained, it will in most cases not be classified as "Personal Information" and will not be subject to this privacy policy.

**2. When do we collect information?**

2.1 We collect Personal Information from you, such as your name, address, phone number, email address or other personally identifiable information about you (Personal Information). We may collect three categories of information when you use our Platform:
- (a) the Personal Information you provide to us, or that is provided to us through your use of the Platform, including when you create an account, use the Platform, connect integrations, contact us or otherwise interact with us;
- (b) anonymous non-Personal Information about how you use our Platform; and
- (c) "cookie" based information that makes your use of our Platform easier by recording your preferences so that when you return to our Platform the "cookie" re-loads that information into your web browser.

2.2 Your Personal Information is stored on, and accessed from, secure servers located in Australia. We do not store customer data outside Australia. Limited technical information may be processed overseas as described in clause 9.

2.3 Our Platform hosting provider may also process standard technical information, such as IP address, browser type, device type, pages visited, access times and basic server logs. This information is generally used for Platform security, maintenance and troubleshooting.

**3. Why do we need to collect Personal Information?**

3.1 We collect Personal Information where reasonably necessary for our business functions and activities, including to provide, operate, secure and improve the Platform. We use that information to:
- (a) verify your identity or your business' identity and manage your Account security;
- (b) process transactions and provide you with our Services;
- (c) verify your organisation's details (including its ABN) using Australian Business Register (ABR) lookup, for onboarding, compliance and audit purposes;
- (d) exchange authorised tax and compliance data with the ATO;
- (e) contact you regarding your Account, service updates, changes in our terms or policies, and administrative messages;
- (f) provide customer support and respond to your enquiries;
- (g) improve, operate and maintain our Services and develop new features;
- (h) conduct data analysis, testing and research to enhance user experience;
- (i) protect rights, safety and security of our users and our Platform;
- (j) enforce our terms of service and other agreements; and
- (k) send you service-related and administrative messages that are necessary for your Account or use of the Platform. We do not use Personal Information for promotional or direct marketing purposes. If we ever introduce marketing communications in the future, we will do so only with your prior opt-in consent and in compliance with applicable law.

3.2 In summary, we collect the information needed to provide the Platform, including your account and contact details, your organisation's business details (including its ABN), login and security information, and the accounting and workflow data you enter or process in the Platform.

3.3 For Platform enquiries, we may use the information you provide to:
- (a) respond to your enquiry;
- (b) provide information you have requested about our products or services;
- (c) support existing or prospective business customers; and
- (d) maintain business records relating to your enquiry.

3.4 We do not sell personal information to third parties. We do not use personal information for third party advertising, user profiling, or direct marketing. We may use contact details to send service-related and administrative messages that are necessary for your Account or use of the Platform.

**4. What information do we collect?**

4.1 The type of information we collect from you depends on what you provide to us. The Personal Information we collect may include the following:
- (a) Personal information (individuals):
  - (i) Full name, date of birth and gender;
  - (ii) Email address and phone number;
  - (iii) Government Identifiers;
  - (iv) Identity Verification Documents;
- (b) Business and corporate entity information:
  - (i) Business or trading name, legal entity name;
  - (ii) Business email address and business phone number;
  - (iii) Government Identifiers;
  - (iv) Registered and principal place of business addresses;
  - (v) details of the accounting practice through which a business or organisation is onboarded or linked, including user roles, permissions, authorities and practice/client relationship details;
  - (vi) Contact details for directors, officers, authorised representatives or ultimate beneficial owners;
- (c) Platform and technical data:
  - (i) IP address, browser type, operating system and device identifiers;
  - (ii) Log data and usage data (time and date of access, pages viewed, actions taken);
  - (iii) User account credentials and security information; and
  - (iv) device push tokens or push registration identifiers, app and environment metadata, multi-factor authentication challenge metadata and, where

enrolled, the public key of a device-bound signing key, collected when you enrol and use the Kodin Authenticator application (iOS or Android) for Platform login, stored in Australia and used only for authentication and account security.

(d) Accounting, banking and transaction data:
  (i) accounting and workflow data you or your organisation enter or process in the Platform;
  (ii) organisation verification data obtained via Australian Business Register (ABR) lookup, used for onboarding, compliance and audit purposes; and
  (iii) where you or your organisation consent to connect a bank feed through our provider Skript (including its SuperSkript service):
    (A) organisation profile and contact details (such as agent name and role, organisation name, ABN/ACN, charity status, establishment date, industry, organisation type, country of registration, organisation address, mail address and phone number);
    (B) account details and balances (such as account name, account type, account balance, account number, interest rates, fees, discounts, account terms and account mail address);
    (C) transaction details for the consented period (including incoming and outgoing transactions, amounts, dates, transaction descriptions and payee or payer identity details where provided, such as name); and
    (D) consent and connection metadata needed to operate the service;
  (iv) authorised tax and compliance data exchanged with the ATO, including data required for tax, BAS, payroll, Single Touch Payroll and related compliance functions; and

(e) Any additional information you provide to us.

4.2 We collect and handle Personal Information about our own account holders and Platform users, such as names, email addresses, login credentials, subscription and billing information, and support enquiries, for the purposes of providing, operating and securing the Platform.

4.3 Organisations using the Platform may also enter or process Personal Information about their personnel, customers, suppliers and other individuals, including payroll records, invoicing data and contact records. In those circumstances, we handle that Personal Information on behalf of the relevant organisation and only as necessary to provide the Services to that organisation, including hosting, workflow, reporting, authorised integrations such as bank feeds, and related Platform functions.

4.4 Any formal data processing obligations between us and a customer organisation are addressed in the applicable terms of service or customer agreement.

4.5 We use essential cookies and similar session technologies required for the secure operation of the Platform, including to keep you signed in and to remember your preferences. We do not use advertising or tracking cookies as our default operating model. You can manage or disable cookies through your browser settings; however, some features of the Platform may not function properly if cookies are disabled.

4.6 We do not receive or store full payment card details, biometric information, advertising identifiers or social media profile information.

4.7 When payments are processed through a third-party payment processor (currently Stripe), that processor may collect and process payment information in accordance with its own terms and privacy policy. We do not store full payment card details unless expressly stated at the point of collection.

4.8 Where organisations use the Platform to collect payments from their own customers, those funds are paid directly to the relevant organisation's own payment account. We do not take custody of, or hold, those funds, and we do not operate as a wallet or clearing account for those funds.

**5. How do we store your information?**

5.1 Your information may be stored on our Platform and in software used by us, including cloud-based infrastructure. Specifically, personal information is stored on secure servers in Australia (currently Sydney-based servers provided by Kamatera). Our commitment to data security means:

(a) we have procedures to limit access to Personal Information within our organisation;
(b) we use service providers that can establish that they have secure controls relating to software security, access security and network security; and
(c) we use encryption in transit (TLS), hashing and encryption-at-rest controls for sensitive credentials and tokens, role-based and least-privilege access controls, multi-factor authentication, and auditable logging of access and security events.

**6. What use do we make of your Personal Information?**

6.1 We will communicate with you in relation to any enquiries you make to us in relation to the services we provide.

6.2 We may send you service-related and administrative messages that are necessary for your Account or use of the Platform (such as account setup, security alerts, multi-factor authentication, and service notices).

6.3 We may use or disclose your personal information for a secondary purpose only where permitted under the *Privacy Act 1988* (Cth), including where:

(a) you have consented to the use or disclosure;
(b) where required or authorised by or under an Australian law or a court/tribunal order;
(c) we reasonably believe the use or disclosure is necessary to lessen or prevent a serious threat to the life, health, or safety of any individual, or to public health or safety, and it is unreasonable or impracticable to obtain your consent; or
(d) we have reason to suspect that unlawful activity or serious misconduct has occurred, and the use or disclosure is necessary to take appropriate action or refer the matter to a relevant authority.

6.4 We may disclose Personal Information to trusted third-party service providers who assist us to operate the Platform and deliver the Services, including:

(a) Skript (bank feed consent and data connectivity);
(b) transactional email and SMS delivery providers (currently Dingo Mail and 5cSMS);
(c) hosting and infrastructure providers (currently Kamatera and Vercel);
(d) payment processors (currently Stripe);

(e) approved ATO integration providers (for authorised tax and compliance data exchange with the ATO); and

(f) other operational, security, monitoring and support tooling providers used to operate, secure and maintain the Platform. This includes:

(i) the Fair Work Commission (MAPD API, for public modern award and pay-rate reference data to support payroll and compliance features);

(ii) Apple Inc. (Apple Push Notification service (APNs), for delivery of multi-factor authentication prompts to the Kodin Authenticator iOS application) and Google LLC (Firebase Cloud Messaging (FCM), for delivery of wake-up notifications to the Kodin Authenticator Android application so that it can retrieve a pending multi-factor authentication challenge from our servers in Australia), each of which may involve overseas processing of device push tokens and notification delivery metadata, consistent with clause 9; and

(iii) Slither Software Pty Ltd (development and platform services provider).

6.5 These providers are only authorised to use Personal Information as reasonably necessary to provide the relevant service to us, and, except for the limited technical information described in clause 9, we require that customer data is stored and accessed within Australia.

**7. Access, correction and complaints**

7.1 We are happy to provide you with details of Personal Information held about you. APP 12 allows you to get access to the Personal Information we hold about you.

7.2 To access this information, you need to email or write to us using the contact details below.

7.3 APP 13 allows you to ask us to take reasonable steps to correct any Personal Information that is inaccurate, out of date, incomplete, irrelevant or misleading.

7.4 If you wish to access or correct your Personal Information, or make a privacy complaint, please contact us using the details below. We will acknowledge valid requests promptly and respond as soon as practicable, and in any event within ten (10) working days (being business days in Queensland, Australia) of receiving a valid request. If we are unable to respond substantively within that period, we will notify you promptly, explain the reason, and provide an indicative timeframe for completion.

Kodin Pty Ltd
Level 4, 142 Bundall Road,
BUNDALL QLD 4217
Email: privacy@kodin.com.au

7.5 If you are not satisfied with the outcome of your complaint you may refer the matter to the Office of the Australian Information Commissioner (OAIC):

Telephone: 1300 363 992.
Email: enquiries@oaic.gov.au
OAIC complaints page: https://www.oaic.gov.au/privacy/privacy-complaints

**8. Children's Privacy**

8.1 The Platform is a business accounting platform intended for use by Australian businesses and accounting practices. It is not directed at, or intended for use by, individuals under the age of eighteen (18), and we do not knowingly collect Personal Information directly from individuals under 18, except where that information is entered by an organisation in the course of using the Services (for example, payroll records relating to employees under 18).

8.2 If we become aware that we have collected Personal Information from an individual under 18 in circumstances not permitted by this Privacy Policy, we will take reasonable steps to delete that information where appropriate, unless we are required or authorised by law to retain it. If you believe this has occurred, please notify us at the contact details set out in this Privacy Policy.

**9. International Data Transfer**

9.1 Customer financial and accounting data (including banking and transaction data, ledger and workflow data, and organisation records) is stored and accessed on servers located in Australia only and is not stored or processed overseas.

9.2 In accordance with clause 2.2, limited technical information may be processed outside Australia by certain service providers. Vercel Inc. may process standard web-delivery metadata, such as IP address, browser type and device data, in connection with the static hosting and delivery of web assets. Vercel does not receive or process customer financial, accounting or application data. Apple Inc., through the Apple Push Notification service, and Google LLC, through Firebase Cloud Messaging, may process device push tokens and associated notification delivery metadata outside Australia for the delivery of multi-factor authentication prompts to the Kodin Authenticator application on iOS and Android respectively. The Android notification is a wake-up signal only: it does not contain your name, email address, IP address or the content of the authentication challenge, which the application retrieves from our servers in Australia. Neither provider receives customer financial or accounting data. By using our Platform after being made aware of this Privacy Policy, you consent to the overseas disclosure of limited technical information as described in this clause.

9.3 Where we rely on your consent for an overseas disclosure, Australian Privacy Principle 8.1 may not apply to that disclosure. This means we may not be accountable under the Privacy Act for the overseas recipient's handling of that information, and you may not be able to seek redress under the Privacy Act for that handling. Where we do not rely on consent, we will take reasonable steps to ensure that overseas recipients handle Personal Information consistently with the Australian Privacy Principles.

**10. User Rights**

10.1 You may request access to, or correction of, the Personal Information we hold about you. You may also request deletion or de-identification of information where it is no longer required, subject to any legal, accounting, tax, audit, security or operational retention requirements.

10.2 For information held in your Account, including account, subscription and billing information, you should manage that information through your Account settings.

**11. Breach Notification**

11.1 In the event of a data breach that may compromise your Personal Information, we will take reasonable steps to contain the breach and mitigate risk without undue delay. We will promptly assess whether the breach is likely to result in serious harm to any individual, in accordance with the Notifiable Data Breaches scheme under Part IIIC of the Privacy Act 1988 (Cth) and OAIC guidance. If the breach is

an eligible data breach, we will notify affected individuals and the OAIC as soon as practicable after the breach is identified.

**12. Data Security and Retention**

12.1 We take reasonable steps to protect the personal information we hold from misuse, interference, loss, and unauthorised access, modification, or disclosure, in accordance with APP 11 of the Privacy Act 1988 (Cth).

12.2 We acknowledge that no method of internet transmission or electronic storage is completely secure, and we cannot guarantee absolute security of your personal information.

12.3 Where we no longer require your personal information for any purpose for which it may be used or disclosed under this Policy, and we are not required by law to retain it, we will take reasonable steps to securely destroy or de-identify that information.

**13. Third party links**

13.1 Our Platform may include links to websites operated by third parties. We have no responsibility or liability for the content and activities of these linked websites. Nonetheless, we seek to protect the integrity of our Platform and welcome any comment about linked websites.

**14. Changes to our privacy policy**

14.1 If we decide to change this privacy policy, we will post those changes on this page and update the Privacy Policy modification date below.

14.2 We may notify you of material changes where required by law or where we consider it appropriate to do so. It is your responsibility to review this Privacy Policy from time to time.

14.3 This privacy policy was last modified on 5 November 2026.

**15. Definitions**

15.1 In this Privacy Policy, unless the context otherwise requires:

(a) **ABR** means the Australian Business Register;

(b) **Account** means an account registered by you to access and use our Services;

(c) **APP** means 'Australian Privacy Principles' contained in Schedule 1 of the Privacy Act;

(d) **ATO** means the Australian Taxation Office;

(e) **Government Identifiers** means identifiers issued by a government body that can identify you, your company or business, including an Australian Business Number (ABN), Australian Company Number (ACN), Tax File Number (TFN), or other government-issued identifier where required or authorised by law.

(f) **Identity Verification Documents** means documents or information used to verify identity, authority, business details or eligibility to use the Platform, where required for onboarding, verification, compliance, audit or security purposes.

(g) **Kamatera** means the cloud hosting and infrastructure services provided by Kamatera Inc., which we use to host the Platform on servers located in Sydney, Australia;

(h) **OAIC** means the Office of the Australian Information Commissioner;

(i) **Personal Information** has the same meaning given to it under clause 1 of this Privacy Policy;

(j) **Platform** means the Kodin accounting platform for Australian businesses and accounting practices, including the Kodin public website (https://kodin.com.au), the Kodin web application (https://app.kodin.com.au), the Kodin Authenticator application for iOS and Android, and any other first-party Kodin applications or related online services made available by Kodin from time to time;

(k) **Privacy Act** means *Privacy Act 1988* (Cth);

(l) **Privacy Policy** means this privacy policy and any amendments or variations to it;

(m) **Services** means the products, features, content, technology and services we make available through the Platform, including accounting, invoicing, billing, banking and reconciliation, reporting, tax and BAS, payroll and practice management features;

(n) **Skript** means our third-party bank feed consent and data connectivity provider, Skript, including its SuperSkript service; and

(o) **Vercel** means the static asset hosting and web-delivery services provided by Vercel Inc. which we use to deliver parts of the Platform.

**16. Interpretations**

16.1 In this Privacy Policy, unless the context otherwise requires:

(a) Headings and subheadings are for convenience only and do not affect interpretations.

(b) The singular includes the plural and vice versa.

(c) A reference to a person includes an individual, corporation, partnership, trust, unincorporated body, government or government agency.

(d) Use of the word 'including' or similar expressions is not to be construed as limiting.

(e) A reference to any legislation, regulation, code or standard includes amendments, consolidations, replacements or re-enactments from time to time.

(f) If there is any conflict between this Privacy Policy and any applicable privacy law which cannot lawfully be excluded, modified or contracted out of, the applicable law prevails to the extent of the inconsistency.

**17. General**

17.1 By using our Platform or providing personal information to us, you acknowledge that we will handle personal information in accordance with this Privacy Policy.

17.2 If any provision of this Privacy Policy is held to be invalid, unlawful or unenforceable, that provision must be read down to the extent necessary to make it valid or enforceable. If it cannot be read down, it is to be severed from this Privacy Policy, and the remaining provisions will continue to operate with full force.

17.3 This Privacy Policy is governed by and must be construed in accordance with the laws of Queensland, Australia. You agree to submit to the non-exclusive jurisdiction of the courts of that jurisdiction.

17.4 Any failure or delay by us to exercise a right or remedy under this Privacy Policy does not operate as a waiver of that right or remedy. A waiver of any right or remedy under this Privacy Policy is only effective if given in writing by us.