



Privacy Policy

AI & Assessment Solutions Pty Ltd (ABN 78 685 561 906) trading as "Socratic XR" ("we", "us" or the "Licensor") is committed to privacy protection. At the Licensor's website: <https://socraticxr.com/> ("Website"), we understand the importance of keeping personal information private and secure. This privacy policy ("Privacy Policy") describes generally how we manage personal information and safeguard privacy. The Software is designed to operate with minimal personal information; however, if you choose to provide personal information, this Privacy Policy applies in full and governs that information.

We can provide this Privacy Policy in alternative formats (for example, large print or audio) on request.

If you would like more information, please don't hesitate to contact us.

This Privacy Policy forms part of, and is subject to the provisions of, our Website Terms of Use and End-User Licence Agreement ("EULA"). Capitalised terms not defined here have the meaning given in the EULA.

We care about your privacy:

We will never rent, trade or sell your email address to anyone.

We will never publicly display your email address or other personal details that identify you.

1. The Australian Privacy Principles

1.1 We will treat all personal information in accordance with any and all obligations that are binding upon us under the *Privacy Act 1988* (Cth) ("Privacy Act"). The Privacy Act lays down 13 key principles in relation to the collection and treatment of personal information, which are called the "Australian Privacy Principles".

1.2 Where applicable, we also comply with the EU General Data Protection Regulation (GDPR) and other relevant privacy regimes.

1.3 Anonymity and pseudonymity — Wherever it is lawful and practicable (for example, when you make a general enquiry), you may interact with us anonymously or by using a pseudonym.

2. What is "Personal Information"?

2.1 Personal Information held by the Licensor may include your: (a) name and job title; (b) name of organisation; (c) business postal addresses, telephone/mobile and email addresses; (d) information that you provided to us during your account creation process or added to your user profile; (e) preferences and password for using the Website and your computer and connection information; and (f) any other information that you share with us.

2.2 Government identifiers — We do not adopt, use or disclose any government-related identifiers (such as Medicare or driver-licence numbers) as our own identifiers of you.

2.3 Sensitive Information — We do not seek to collect “Sensitive Information” (as defined in the Privacy Act). If such information is required for a specific educational purpose we will only collect it with your express consent or where otherwise permitted by law.

Children and Student Users

2.4 Age restriction – In accordance with EULA clause 3.1(c), no Authorised User who is under 13 years of age may access or use the Software. The School is responsible to put reasonable controls in place to enforce this restriction.

2.5 Parental consent (students aged 13 – 17) – For any student Authorised User aged 13 to 17, the School must obtain verifiable parental or guardian consent in accordance with all applicable regulations and the School’s own policies, as required by EULA clause 3.1(d), before granting that student access to the Software. We rely on the School to ensure such consent has been secured.

2.6 No unconsented collection – We do not knowingly collect Personal Information from children under 13. If such information is inadvertently provided, we will promptly delete or de-identify it.

3. How We May Collect Your Personal Information

3.1 At the Website, we only collect personal information that is necessary for us to conduct our business as the owner of the Software. We collect personal information only by lawful and fair means and, where reasonable and practicable, directly from you.

Information that you provide to us

3.2 We may collect personal information that you provide to us about yourself when you:

(a) use the Website or Software, including (without limitation) when you:

(i) create an account; (ii) add information to your user profile; (iii) add assessments, reviews, or comments in any elements of the Software that permit User Data; (iv) register for access to premium content or request certain premium features; or (v) complete an online contact form to contact us;

(b) provide information to us by telephone or through marketing or competition application forms; or

(c) send us an email or other communication.

Technical Information

3.3 The Website and Software may also collect Internet Protocol (IP) addresses. IP addresses are assigned to computers on the internet to uniquely identify them within the global network. The Licensor collects and manages IP addresses as part of the service of providing internet session management and for security purposes.

3.4 The Licensor may also collect and use web log, computer and connection information for security purposes and to help prevent and detect any misuse of, or fraudulent activities involving, the Website or Software.

Unsolicited personal information

3.5 If we receive personal information that we have not asked for, we will promptly determine whether we could have collected it lawfully. If not, we will destroy or de-identify the information as soon as practicable unless we are legally required to keep it.

Notification at point of collection

3.6 At or before the time we collect personal information (or, if that is not practicable, as soon as practicable afterwards) we will take reasonable steps to tell you: what we are collecting, the purposes, the main consequences of not providing it, and how to contact us about privacy.

4. Data Ownership and Control

4.1 School Data Ownership and Control

a) The School retains all right, title, and interest, including all Intellectual Property Rights, in and to the School Data (which includes Uploaded Content).

b) We acknowledge that we have no ownership rights of the School Data including all content uploaded, created, or stored by Authorised Users within the Software for educational purposes.

c) The School grants the Licensor a limited, non-exclusive, royalty-free, worldwide license during the term of the agreement (and for any period required for data analysis and deletion post-termination, not to exceed 60 days following termination as specified in EULA clause 8.1) to access, use, reproduce, modify (solely for formatting/display/extraction), and process School Data solely for the purposes of:

- (i) Providing, maintaining, developing and supporting the Software and related services to the School under this Agreement;

- (ii) Preventing or addressing service or technical problems;

- (iii) As required by law or regulation; and

- (iv) As otherwise expressly permitted in writing by the School.

(d) The School is responsible for managing Authorised User access and permissions within the Software, including authorising which Authorised Users can input, access, modify, or delete School Data, subject to the Software's functionalities.

Intellectual Property in Student-Generated Content

4.2 For the avoidance of doubt, any original content created by students through their interaction with the Software (e.g., conversations, answers, creative works), including Uploaded Content created by students, remains the Intellectual Property of the student or the School, as determined by the School's policies and applicable law, consistent with EULA clause 14.1.

Data Collection, Processing, and Minimisation

4.3 We will only collect Personal Information that is reasonably necessary for the functioning of the Software and the provision of services under this Agreement.

(a) The Software requires the collection of the following data:

(i) students use first names only, with a last initial if necessary; alternatively, student nicknames as supplied by the teacher for their own use in identifying individual students as specified in EULA clause 3.1(b); and

(ii) teacher and administrator first and last names; school/organisation name; and school provided email addresses and for Authorised User identification and management within the Software.

(c) Authorised Users may upload files ("Uploaded Content") as part of the Software's functionality. The Software will attempt to extract text from such Uploaded Content for analysis or discussion. The Software includes features designed to detect certain patterns commonly associated with Personal Information ("PII Detection Feature") within the extracted text. If such patterns are detected, the Software is designed to prevent further processing or storage of the extracted text from that specific file.

(d) The School explicitly acknowledges and agrees that the PII Detection Feature described in sub-clause (c) is provided on an "as-is", best-effort basis and its effectiveness cannot be guaranteed. There is a risk that Personal Information or Sensitive Information potentially contained within Uploaded Content may not be detected by this feature and could consequently be extracted and processed by the Software as part of the extracted text.

(e) Notwithstanding the PII Detection Feature and other Guardrails implemented by us, the School retains primary responsibility for instructing its Authorised Users to avoid inputting or uploading unnecessary Personal Information or Sensitive Information into the Software, as specified in EULA clause 3.1(f). This includes avoiding such information within conversation prompts, free-text fields, and within the body of any Uploaded Content. Our technical measures are supplementary and do not absolve the School or Authorised User of this core responsibility, particularly given the limitation described in sub-clause (d).

(f) We shall not collect other Personal Information beyond that specified above unless strictly necessary and agreed upon with the School.

4.4 Third Party API Processing (OpenAI)

a) The School acknowledges that certain Software functionalities rely on processing data via the Third Party API provided by OpenAI as defined in EULA clause 10.1

(<https://openai.com/policies/row-terms-of-use/>).

(b) We confirm, based on OpenAI's API Terms of Use, that data submitted via the API **will not be used by OpenAI to train or improve its AI models or services**. We have explicitly opted out of any data usage for training or improvement purposes where OpenAI provides such configuration options.

(c) We will promptly inform the School of any material changes to OpenAI's API Terms of Use, Data Processing Addendum, or any other relevant policies that could impact data privacy or security obligations under this Agreement.

(d) We will only send necessary data to the Third Party API for processing. This includes conversation content entered directly by Authorised Users. It may also include relevant portions of the extracted text from Uploaded Content (as described above), potentially containing undetected Personal Information when an Authorised User initiates a conversation specifically relating to that Uploaded Content, solely to provide context for the AI's response.

(e) Usernames or other direct identifiers collected are not sent to the Third Party API.

(f) The School acknowledges that OpenAI acts as a subprocessor under this Agreement.

The School acknowledges that the processing of the data described above by OpenAI may occur on servers located outside of Australia (primarily in the United States). We ensure that OpenAI's handling of School Data complies with applicable privacy laws and contractual obligations as outlined in OpenAI's Data Processing Addendum, accessible at <https://openai.com/policies/data-processing-addendum/>. We take reasonable steps to ensure that any overseas recipient of School Data (including OpenAI) does not breach the Australian Privacy Principles in relation to that information.

4.5 International Data Transfer Risk Acknowledgment

a) The School acknowledges the international data processing described above, including the potential transfer of extracted text from Uploaded Content that may contain undetected Personal Information, as described in clause 4.3(d).

b) The School accepts the associated risks, having determined that the use of the Software is appropriate for its purposes, subject to compliance with applicable laws and School policies (including relevant State/Territory Education Department requirements).

c) We have selected OpenAI based on its stated security and privacy practices but cannot provide independent guarantees regarding OpenAI's operations or its handling of potentially sensitive data passed via the API.

4.6 Data Storage Location and Security

a) The School Data is primarily stored on Hosted Servers (as defined in the EULA) located in Australia, operated by Vultr.com. Backups may be maintained in secondary Australian data centers for redundancy purposes.

b) All data is encrypted both in transit and at rest using industry-standard encryption protocols. We implement appropriate technical and organisational security measures to protect School Data from unauthorized access, alteration, disclosure, or destruction. All staff receive privacy and security training appropriate to their role, and access to School Data is strictly role-based and logged.

c) The only exception to Australian data storage is the temporary processing of conversation data via the Third Party API as described above.

5. Cookies

5.1 The Website uses "cookies" to help personalise your online experience. A cookie is a text file or a packet of information that is placed on your hard disk by a web page server to identify and interact more effectively with your computer.

5.2 There are two types of cookies that may be used at the Website: a persistent cookie and a session cookie. A persistent cookie is entered by your web browser into the "Cookies" folder on your computer and remains in that folder after you close your browser, and may be used by your browser on subsequent visits to the Website. A session cookie is held temporarily in your computer's memory and disappears after you close your browser or shut down your computer.

5.3 Cookies cannot be used to run programs. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you. In some cases, cookies may collect and store personal information about you. The Licensor extends the same privacy protection to your personal information, whether gathered via cookies or from other sources.

5.4 You can configure your internet browser to accept all cookies, reject all cookies or notify you when a cookie is sent. Please refer to your internet browser's instructions to learn more about these functions. Most web browsers automatically accept cookies, but you can usually modify your browser settings to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the Website.

Why we use cookies

5.5 The Website uses cookies in order to:

- (a) remember your preferences for using the Website;
- (b) manage the signup process when you create an account with us;
- (c) recognise you as logged in while you remain so. This avoids your having to log in again every time you visit a new page;
- (d) show relevant notifications to you (eg, notifications that are relevant only to users who have, or have not, created an account or subscribed to newsletters or email or other subscription services); and
- (e) remember details of data that you choose to submit to us (eg, through online contact forms or by way of comments, forum posts, chat room messages, reviews, ratings, etc).

5.6 Many of these cookies are removed or cleared when you log out but some may remain so that your preferences are remembered for future sessions.

Third party cookies

5.7 In some cases, third parties may place cookies through the Website. For example:

- (a) Google Analytics, one of the most widespread and trusted website analytics solutions, may use cookies de-identified data about how long users spend on this site and the pages that they visit;

(b) Google AdSense, one of the most widespread and trusted website advertising solutions, may use cookies to serve more relevant advertisements across the web and limit the number of times that a particular advertisement is shown to you; and

(c) third party social media applications (eg, Facebook, Twitter, LinkedIn, Pinterest, YouTube, Instagram, etc) may use cookies in order to facilitate various social media buttons and/or plugins in this site.

(d) We will take reasonable steps to ensure any overseas analytics or advertising provider (including Google LLC and Meta Platforms, Inc.) does not breach the Australian Privacy Principles (APP 8.1)

6. How We May Use Your Personal Information

6.1 For the avoidance of doubt, **we will not use Personal Information from any Authorised User to train or improve AI models.**

6.2 Your personal information may be used in order to:

(a) verify your identity;

(b) make changes to your account;

(c) respond to any queries or feedback that you may have;

(d) conduct appropriate checks for credit-worthiness and for fraud;

(e) prevent and detect any misuse of, or fraudulent activities involving, the Website or Software;

(f) conduct research and development in respect of our products and/or services;

(g) gain an understanding of your information and communication needs or obtain your feedback or views about our products and/or services in order for us to improve them;

(h) maintain and develop our business systems and infrastructure, including testing and upgrading of these systems;

(i) monitoring and logging communications for quality-assurance and security purposes, in line with clause 4.1 of the EULA;

(j) sending you direct marketing that complies with the Spam Act 2003, provided every email or SMS contains a readily-identifiable unsubscribe link and we do not use any sensitive information for marketing without your consent; and

(k) any other use or disclosure required or authorised by law.

6.3 We may also use your personal information for any other purpose reasonably considered necessary or desirable by the Licensor in relation to the operation of our business.

6.4 From time to time we may email our customers with news, information and offers relating to our own products/services. Your personal information may also be collected so that the Licensor can promote and market products and services to you. This is to keep you informed of products,

services, and special offers we believe you will find valuable and may continue after you cease acquiring products and services from us.

6.5 If you would prefer not to receive promotional or other material from us, please let us know and we will respect your request. You can unsubscribe from such communications at any time if you choose.

6.6 Where we engage email delivery or marketing automation vendors, they act strictly as data-processors and are contractually barred from using your Personal Information for their own purposes.

7. Disclosure of Your Personal Information

7.1 For the purposes set out above, we may disclose your personal information to organisations outside the Licensor. Your personal information may be disclosed to these organisations only in relation to the Website and Software, and we take reasonable steps to ensure that these organisations are bound by confidentiality and privacy obligations in relation to the protection of your personal information. These organisations may include:

- (a) cloud hosting providers for the Hosted Servers;
- (b) OpenAI LLC (as a sub-processor for dialogue generation via the Third Party API);
- (c) email and notification services;
- (d) error-tracking and analytics providers;
- (e) Governmental Agencies and other organisations, as required or authorised by law; and
- (f) the police or other appropriate persons where your communication suggests possible illegal activity or harm to others.

8. Service Availability

8.1 The Third Party API (OpenAI) that our Software uses to function may experience downtime outside of our control as noted in EULA clause 10.1.

8.2 We will use commercially reasonable efforts to meet an Uptime Percentage of at least 90.00% in any given calendar month as specified in EULA clause 10.2. All availability calculations will be based on our system records.

9. Data Retention & Deletion

9.1 You acknowledge and agree that, following termination of this agreement in any circumstances, you will not have further access to your User Data, which will remain stored by us for a period not to exceed 60 days following termination as specified in EULA clause 8.1.

9.2 The following retention periods apply to different types of data:

Data type	Active Account	Post-termination
Student dialogue transcripts; and Uploaded Content	Retained under account-owner control (or as directed by the School)	Deleted within 60 days
Logs & analytics	Raw logs retained for thirteen (13) months, then aggregated / anonymised	Aggregated / anonymised

9.3 Despite the table above, if we detect unsolicited Sensitive Information we will delete or de-identify it immediately.

9.4 Back-ups are cycled on a 30-day rolling basis.

10. Automated Decision-Making & Explainability

10.1 The Software uses large-language-model prompts via the Third Party API to generate Socratic questions and formative feedback. No final grades are awarded without teacher review.

10.2 Subject to any access controls imposed by the School in accordance with clause 4.1(d), each Teacher who is an Authorised User is granted read-only access to the complete and unabridged transcript of every conversational assessment undertaken within the Software by any Student assigned to that Teacher.

11. Your Rights & Choices

11.1 **Access & Correction** – Authorised Users can utilise the Teacher Dashboard included in their Account page to access and correct personal information. Alternatively, contact us to obtain or correct your information. We will take reasonable steps to ensure that the personal information we hold is accurate, up-to-date and complete before we use or disclose it.

11.2 **Erasure / Deletion** – Authorised Users have the ability to delete Personal Information as part of the functionality of the Software. We will also delete Personal Information when requested by the School or individual, subject to legal archiving duties.

11.3 **Complaints** – See section 15.

11.4 **GDPR rights** (where applicable) – Data portability, restriction and objection to processing.

12. Notifiable Data Breach Scheme

12.1 If we become aware of an eligible data breach under the Privacy Act, we will:

- (a) Contain and assess the incident;
- (b) Notify affected Schools as soon as practicable and within 72 hours where feasible;
- (c) Notify the OAIC and, if applicable, EU supervisory authorities.

13. Contacting Us About Privacy

13.1 If you would like more information about the way we manage personal information that we hold about you or are concerned that we may have breached your privacy, please contact us by email at privacy@socraticxr.com or by post.

Access to Your Personal Information

13.2 In most cases, you may have access to personal information that we hold about you. We will handle requests for access to your personal information in accordance with the Australian Privacy Principles. All requests for access to your personal information must be directed to the Privacy Officer by email or by writing to us at our postal address.

13.3 We will deal with all requests for access to personal information as quickly as possible. Requests for a large amount of information, or information that is not currently in use, may require further time before a response can be given. In no case will we charge you a fee for your application for access.

13.4 In some cases, we may refuse to give you access to personal information that we hold about you. This may include circumstances where giving you access would:

- (a) be unlawful (eg, where a record that contains personal information about you is subject to a claim for legal professional privilege by one of our contractual counterparties);
- (b) have an unreasonable impact on another person's privacy; or
- (c) prejudice an investigation of unlawful activity.

13.5 We may also refuse access where the personal information relates to existing or anticipated legal proceedings, and the information would not be accessible by the process of discovery in those proceedings.

13.6 If we refuse to give you access, we will provide you with reasons for our refusal.

Correcting Your Personal Information

13.7 We will amend any personal information about you that is held by us and that is inaccurate, incomplete or out of date if you request us to do so.

13.8 If we disagree with your view about the accuracy, completeness or currency of a record of your personal information that is held by us, and you ask us to associate with that record a statement that you have a contrary view, we will take reasonable steps to do so.

14. Storage and Security of Your Personal Information

14.1 We are committed to maintaining the confidentiality of the information that you provide us and we will take all reasonable precautions to protect your personal information from unauthorised use or alteration.

14.2 In our business, Personal Information may be stored both electronically (on our computer systems and with our website hosting provider) and in hard-copy form. Firewalls, anti-virus software and email filters, as well as passwords, protect all of our electronic information. Likewise, we take all reasonable measures to ensure the security of hard-copy information.

14.3 We continually review our security controls and breach-response plan and test them at least annually.

15. Third Party Websites

15.1 You may click-through to third party websites from the Website, in which case we recommend that you refer to the privacy statement of the websites you visit. This Privacy Policy applies to the Website only and the Licensor assumes no responsibility for the content of any third party websites.

Re-marketing

15.2 We may use the Google AdWords and/or Facebook re-marketing services to advertise on third party websites to previous visitors to the Website based upon their activity on the Website. This allows us to tailor our marketing to better suit your needs and to only display advertisements that are relevant to you.

15.3 Such advertising may be displayed on a Google search results page or a website in the Google Display Network or inside Facebook. Google and Facebook may use cookies and/or pixel tags to achieve this. Any data so collected by Google and/or Facebook will be used in accordance with their own respective privacy policies. None of your personal Google and/or Facebook information is reported to us.

15.4 Opt-out — Every marketing email we send will include a one-click unsubscribe link. You can also opt out of any direct marketing at any time by emailing us at privacy@socraticxr.com

15.5 You can set preferences for how Google advertises to you using the Google Ads Settings page (<https://www.google.com/settings/ads>). Facebook has enabled an AdChoices link that enables you to opt out of targeted advertising.

16. Data Usage Limitations

16.1 We explicitly confirm that neither we nor OpenAI shall use School Data or any Personal Information processed through the Software for purposes other than explicitly stated in this Privacy Policy and the EULA and specifically **shall not use such data for training artificial intelligence models** or for commercial or promotional purposes unrelated to providing educational services through the Software.

17. Changes to this Privacy Policy

17.1 We may modify the terms and conditions of this Privacy Policy from time to time, with notice given to you by email, through the Software or through our Website in accordance with EULA clause 19.1. Such modifications will become effective 90 days after the notice is given.

17.2 Your continued use of the Software following notice of such modifications shall be deemed to be your acceptance of any such modifications to this Privacy Policy. If you do not agree to any such modifications, you must immediately stop using the Software and destroy all copies of the Software in your possession or control.

17.3 Any changes will be in accordance with any applicable requirements under the Privacy Act and the Australian Privacy Principles. The effective date at the end of this document will be updated accordingly.

18. Privacy Officer Contact Information

18.1 Our Privacy Officer can be contacted at:

Privacy Officer

AI & Assessment Solutions Pty Ltd

Address: 18 Phillis Street, Maylands SA 5069

Email: privacy@socraticxr.com

18.2 If you are not satisfied with our response, you may lodge a complaint with the Office of the Australian Information Commissioner (www.oaic.gov.au) or your local data-protection authority.

19. Current Sub-Processor List

19.1 We currently use the following sub-processors to deliver our services:

Provider	Service	Location	Notes
Vultr LLC	Primary hosting (Hosted Servers)	Sydney, AU	Data encrypted at rest & transit
OpenAI LLC	Third Party API	USA	No model training on School Data

This list is current as at 4 May 2025 and will be updated online whenever a new sub-processor is appointed or an existing one is removed.

Effective date: 18 June 2025

Last updated: 18 June 2025