

This DPA is between Edsthetic (ABN 70 939 441 240) as Data Processor and the school as Data Controller. It supplements the Edsthetic Terms of Service and takes effect when the school activates a licence key.

## 1. Parties

**Data Processor:** Edsthetic (ABN 70 939 441 240), a general partnership trading as Edsthetic, Torquay, Victoria, Australia, operating the Writeiq and Allocateiq software services at edsthetic.com.

**Data Controller:** The school or educational institution that has accepted the Edsthetic Terms of Service or signed a licence agreement (the School).

## 2. Personal information collected

**Writeiq:** Student first name, year level, class, writing submissions, and assessment results. Teacher name and email address for SSO-configured accounts.

**Allocateiq:** LSO name, phone, email, availability, training programs, and timetable assignments. Student name, year level, NCCD category, program enrolment, and class list.

**Both products:** School name, billing contact name and email, and licence key details. No student surnames, addresses, dates of birth, or biometric data unless provided by the school.

## 3. Data security and encryption

**Encryption at rest:** All data is encrypted at rest using AES-256 encryption managed by Amazon Web Services (AWS). Supabase enforces this at the infrastructure layer.

**Encryption in transit:** All data transmitted between the school and Edsthetic uses TLS 1.2 or higher. HTTPS is enforced on every endpoint. No unencrypted connections are accepted.

**Row-level security:** Each school's data is isolated at the database layer using Supabase row-level security (RLS). No school can access another school's data. This is enforced by the database itself, not by application logic alone.

**PIN and credential security:** All coordinator and LSO PINs are hashed using SHA-256 with a unique cryptographic salt per account before storage. Plain-text PINs are never stored, logged, or transmitted.

**Brute-force protection:** Login endpoints enforce account lockout after 5 consecutive failed attempts with a 30-second lockout period. Session tokens are short-lived and scoped to school context.

**Security headers:** All pages are served with HSTS (Strict-Transport-Security), Content Security Policy (CSP), X-Frame-Options (DENY), X-Content-Type-Options (nosniff), and Referrer-Policy.

**Data sovereignty:** All data is stored in AWS Sydney (ap-southeast-2). Data does not leave Australia at any time.

## 4. Edsthetic's obligations

<b>Purpose limitation:</b>	Data is processed only to operate the licensed product. It is never used for advertising, profiling, or any purpose unrelated to the product.
<b>No training data:</b>	Student submissions, LSO records, and assessment data are never used to train any machine learning or AI model, internal or external. This is a permanent commitment.
<b>Sub-processors:</b>	Edsthetic uses Supabase Inc. (infrastructure, AWS Sydney) as the only sub-processor with access to personal data. No other third parties have access.
<b>Breach notification:</b>	In the event of a data breach affecting school data, Edsthetic will notify the school within 72 hours of becoming aware of the breach.
<b>Deletion on request:</b>	Data is retained while the licence is active. After licence expiry, data is retained for 90 days and then permanently deleted. Immediate deletion is available on written request to <a href="mailto:privacy@edsthetic.com">privacy@edsthetic.com</a> .

## 5. School's obligations

<b>Authority:</b>	The school warrants it has appropriate legal authority to share personal information about students and staff with Edsthetic as part of using the licensed product.
<b>Notification:</b>	The school will notify relevant parties (students, parents/guardians, staff) that their information may be processed by Edsthetic under this agreement.
<b>Accuracy:</b>	The school is responsible for the accuracy and completeness of data it provides.

## 6. Privacy Act compliance and rights

<b>Privacy Act 1988 (Cth):</b>	Both parties agree to handle personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs).
<b>Access and correction:</b>	The school may request access to, or correction of, personal information held by Edsthetic by emailing <a href="mailto:privacy@edsthetic.com">privacy@edsthetic.com</a> .
<b>OAIC complaints:</b>	If not satisfied with Edsthetic's response to a privacy concern, the school may lodge a complaint with the Office of the Australian Information Commissioner at <a href="http://oaic.gov.au">oaic.gov.au</a> .
<b>Governing law:</b>	This DPA is governed by the laws of Victoria, Australia. Disputes are subject to the jurisdiction of Victorian courts.

### Signed by Edsthetic

\_\_\_\_\_  
 Authorised signatory · Date

### Signed by the School

\_\_\_\_\_  
 Authorised signatory (Principal) · Date

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 School name and ABN (if applicable)