BEEGLE PRIVACY POLICY

Effective Date: 7 November 2026

This Privacy Policy ("**Policy**") describes how Beegle Software Pty Ltd ACN 689 698 306 ("**Beegle**", "**we**", "**us**", "**our**") collects, uses, discloses, and stores personal information when you use our Service. This Policy forms part of the Beegle User Agreement and Service Level Agreement. In the event of conflict, the terms of this Policy shall prevail with respect to personal information handling, notwithstanding any terms applicable to an Add-on Feature.

We acknowledge the importance of your privacy and are committed to protecting your personal information. Your personal information will only be used for the purposes for which it is collected or in accordance with the Privacy Act 1988 (Cth) ("**Act**"), including the Australian Privacy Principles, which are set out in the Act.

Beegle handles personal information in two ways. For information about our Users and business contacts, such as names, contact details and account and billing information, Beegle decides how the information is handled. For information that Users enter about their own clients ("Client Data"), Beegle handles it on the User's behalf, only to provide the Service and as set out in the User Agreement.

1) INFORMATION WE COLLECT

"Personal information" is information we hold, which is identifiable as being about you, as defined by the Act. We do not require or request sensitive information. However, the Service includes free-text fields (including file notes and tasks) and other fields into which Users may enter information about their own clients, which may include sensitive information as defined in the Act. Where sensitive information is entered by a User, we hold it on behalf of that User for the purpose of providing the Service. Users are responsible for obtaining any consent required under the Act before entering sensitive information into the Service.

We may collect personal information such as your name, birth date, phone number and address, website and AFSL details to enable us to send information, provide updates and deliver the Service. We may also collect billing information, such as billing contact details and payment history, and business identifiers such as your ABN or registered business names.

We may ask you directly to provide us with information.

Personal information may also be provided by an entity/person authorised by you to do so, such as your employees or a corporate or business entity with which you are involved either as a principal, member, or beneficiary, for the purpose of providing services to or on your behalf.

We may collect additional information at other times, including but not limited to, when you provide feedback, when you provide information about your personal or business affairs, change your content or email preference, respond to surveys and/or promotions, provide financial or credit card information, or communicate with our customer support.

You have no obligation to provide any information requested by us. However, if you choose to withhold personal information from us, it may prevent us from being able to provide you with the services that you have requested.

When you use the Service, our user guides or our website, we automatically collect technical information such as your IP address, browser and device type, sign-in times and activity logs. We use it to keep the Service secure and working properly.

If a User records a meeting for transcription, the Service collects the audio recording and the transcript. Recordings are deleted within 7 days unless the User saves them.

2) INFORMATION USERS PROVIDE ABOUT THEIR CLIENTS

Users of the Service are financial advisers, AFSL holders and their employees, or such other users approved by Beegle. In the course of using the Service, Users upload and enter personal information about their own clients, including through file notes, tasks, documents and structured records. We hold that information on behalf of the User for the purpose of providing the Service, and do not use it for our own purposes except as described in this Policy.

The User is responsible for ensuring that it is authorised to provide that information to us, and for giving any notification and obtaining any consent required under the Australian Privacy Principles. A request for access to, or correction of, personal information provided to us by a User should be directed to that User in the first instance.

3) HOW WE USE INFORMATION

We collect personal information to operate our business to provide and market our Service to you. This includes the following purposes:

a) those necessary or incidental to delivering those services;

b) processing payments and managing your customer account;

c) communicating with you and responding to your enquiries;

d) improving our services and customer experience;

e) sending you marketing communications (that you can opt out of at any time using the unsubscribe link in each message; we act on unsubscribe requests within 5 business days);

f) complying with our legal obligations;

g) purposes authorised by law or required to meet our legal obligations; and

h) any other purposes disclosed to you or authorised by you, or that you would reasonably expect.

AI features. Some features of the Service use artificial intelligence, including meeting transcription, summaries, draft content and populating client information. Whichever AI providers and models we use, we apply three commitments:

1. data is processed only in Australia;
2. the AI provider does not keep prompts or outputs after returning a result to the Service; and
3. neither we nor our providers use your data or your clients' data to train AI models.

Some AI outputs, such as draft file notes, are shown to the User to review, edit or discard before they are saved. Others, such as information imported from documents, are checked by the Service and saved to the record, with a log the User can review.

4) AUTOMATED DECISIONS

We use computer programs in the following ways that may involve decisions about you:

- **Account security** - Our systems check sign-up attempts automatically, including through Google reCAPTCHA. They may block a request or temporarily lock an account after repeated failed or suspicious attempts. This uses your email address, IP address, device and browser information, and sign-in history.
- **Fees** - Fees for Task Management and Excess Storage are calculated automatically from usage records, as set out in the User Agreement. Accounts with overdue invoices may be suspended automatically.

Our AI features draft content, such as file notes, for Users to review, and import information from documents into records, with a log Users can check. They do not make decisions about Users or their clients. Users decide whether and how to use AI outputs, and any decision about a client is made by the User.

5) DISCLOSURE

We may disclose your personal information to any of our employees, officers, insurers, professional advisers, agents, suppliers, or subcontractors insofar as reasonably necessary for the purposes set out in this Privacy Policy.

We use service providers to run the Service and our business, including cloud hosting and storage, AI processing and transcription, email delivery, payments, accounting, electronic signing, business software, error monitoring and bot protection on sign-up (Google reCAPTCHA, see section 9). Each receives only the personal information it needs to provide its service to us. Users can see the names of our current providers in the Beegle user guides, and anyone else can ask for the list by emailing contact@beegle.au.

If you connect the Service to another platform, such as RetireMap (including through APIs offered or supported by Beegle), the Service sends that platform the data needed for the integration. That data is then governed by the other platform's terms and privacy policy. You are responsible for reviewing those terms and for obtaining any consents needed from the individuals whose personal information is sent. Beegle does not control how the other platform handles, stores or uses that data, and is not responsible for any data breach or other incident on its systems.

We use Stripe, an external payment service provider, to process subscription and other payments. Your payment information is transmitted securely to Stripe and handled in accordance with Stripe's privacy and security policies. We do not store sensitive payment credentials on our systems.

We may from time to time need to disclose personal information to comply with a legal requirement, such as a law, regulation, court order, subpoena, warrant, and in the course of a legal proceeding or in response to a law enforcement agency request.

Client Data entered into the Service, including AI processing of it, stays in Australia, Application logs and error reports are held in the United States. Providers that support our business, such as email

delivery, payments, accounting, electronic signing and bot protection, may hold limited personal information about Users and business contacts overseas, mainly in the United States. We take reasonable steps, including contract terms, to make sure these providers protect personal information in a way that is consistent with the Australian Privacy Principles.

6) DATA STORAGE AND SECURITY

Client Data, files and backups are stored in Australia by our cloud hosting providers. Backups are kept for 30 days. Data is encrypted in transit and at rest. Access is limited to authorised Beegle personnel who need it, using multi-factor authentication. We test the Service's security, including through independent penetration testing, and review our service providers' security every year. However, no system connected to the internet can be guaranteed to be completely secure.

While we take the security of your personal information very seriously, sometimes a data breach can occur. Under the Act, an “Eligible Data Breach” is where there is an unauthorised access, or disclosure of, personal information, or loss of personal information that has the potential to cause serious harm to the individual that the data pertains to, and we have not been able to prevent the likely risk of serious harm with remedial action. If we suspect a data breach, we will assess it promptly and within 30 days. If we have reasonable grounds to believe that an Eligible Data Breach has occurred involving Beegle's systems (including systems our service providers operate for us), we will notify affected Organisations, affected individuals where required, and the Office of the Australian Information Commissioner as soon as reasonably possible. Where a data breach occurs on a third-party platform integrated with the Service (and not on Beegle’s systems), the third party is responsible for any notification obligations under applicable law; Beegle will, where reasonably practicable, pass through any notice received from such third party.

7) RETENTION

We retain personal information as long as necessary to provide the Service, maintain your account and comply with our legal obligations, unless you request us to delete this information.

After this period, we will destroy personal information in a secure manner or take steps to de-identify personal information we hold when it is no longer needed or when we are lawfully authorised or required to do so.

8) YOUR RIGHTS OF ACCESS AND CORRECTION

You have the right to request access to the personal information we hold about you and to request its correction where it is inaccurate, out of date, or incomplete. We may require you to verify your identity before we communicate with you about your personal information.

We will only refuse to provide you with information that we hold about you where we consider it absolutely necessary, and as permitted by the Act. If we refuse your request for information, we will explain the reasons for our decision in our refusal.

We will deal with all requests to access personal information as quickly as possible; however we may charge a fee for providing access.

9) COOKIES

The Service uses essential cookies to keep you signed in and protect your account. These cookies identify your session, so they are not anonymous, and the Service won't work without them. Our sign-up page uses Google reCAPTCHA to check that sign-ups come from people, not automated programs. reCAPTCHA collects hardware and software information, such as device and browser data, and sends it to Google for analysis. Google's Privacy Policy and Terms of Service apply to that information. You can block or delete cookies in your browser, but you won't be able to sign in to the Service.

10) CHANGES

We may update this Policy from time to time. We will tell you about changes by email or platform notification, with the notice set out in clause 16 of the User Agreement: at least 30 days for changes that could disadvantage you, and earlier for changes required by law or that don't disadvantage you.

11) ANONYMITY AND COMPLAINTS

You can choose to deal with us anonymously and we will do our best to action any request or complaint that you supply to us. However, without providing your identity, we may be limited in the action that we can take in relation to your enquiry or complaint.

If you have any complaints about our privacy practices, please feel free to contact us. We take complaints very seriously and will respond shortly after receiving written notice of your complaint.

For more information about privacy issues in Australia and protecting your privacy, or to make a complaint about our handling of your personal information, you can visit the Office of the Australian Information Commissioner's website via https://www.oaic.gov.au/.

12) GOVERNING LAW

This Policy is governed by the laws of New South Wales, Australia.

13) CONTACT US

For more information about our privacy practices, if you have questions, or if you would like to make a comment or complaint, please contact:

Privacy Officer
Beegle Software Pty Ltd
contact@beegle.au
275A Hunter Street, Newcastle NSW 2300