

PRIVACY POLICY

Parlora (ABN 13 421 792 404)

Last updated: 24 May 2026

1. Introduction

Ketki Madane trading as Parlora (ABN 13 421 792 404) ("Parlora", "we", "us", "our") operates the Parlora platform, including the Parlora Library (formerly known as Parloteca) content repository, accessible via our website at parlora.app and our mobile applications (together, the "Platform").

We are committed to protecting the privacy of personal information we collect, hold, use, and disclose in accordance with the Privacy Act 1988 (Cth) ("Privacy Act") and the Australian Privacy Principles ("APPs") contained in that Act.

This Privacy Policy explains how we manage personal information and your rights in relation to that information. By accessing or using the Platform, you acknowledge that you have read and understood this Privacy Policy.

If you have any questions about this Privacy Policy or our privacy practices, please contact us using the details in Section 16 below.

2. What Personal Information We Collect

We may collect the following types of personal information:

2.1 Information you provide directly

- Full name, email address, phone number, and date of birth
- Country of residence and location (city/suburb)
- Teaching qualifications, experience, and professional biography
- Payment information (processed by our third-party payment provider)
- Profile photographs and avatar images
- Languages spoken and learning preferences
- Content uploaded to Parlora Library (lesson plans, worksheets, exercises)
- Communications with us, including support requests and feedback

2.2 Information collected automatically

- Device information (device type, operating system, browser type)
- IP address and approximate geographic location
- Usage data (pages visited, features used, session duration)
- Booking history, lesson records, and platform interactions
- Cookies and similar tracking technologies (see Section 11)

2.3 Information from third parties

- Payment verification data from our payment processor (e.g., Stripe)
- KYC verification status from our identity verification provider, Didit (Parlora receives a verification status only; identification documents are submitted directly to Didit and are not received, processed, or stored by Parlora)
- Information from social media platforms if you choose to link your account

2.4 Sensitive information

We do not generally collect sensitive information as defined in the Privacy Act. Where sensitive information is required (for example, government identification for tutor verification), we will obtain your explicit consent before collection.

3. How We Collect Personal Information

We collect personal information:

- directly from you when you register an account, complete your profile, book a lesson, upload content, or contact us;
- automatically through your use of the Platform via cookies, server logs, and analytics tools;
- from third-party service providers who assist us in operating the Platform (such as payment processors and identity verification providers); and
- from publicly available sources where relevant and lawful to do so.

Where it is reasonable and practicable to do so, we will collect personal information directly from you. We will notify you at or before the time of collection, or as soon as practicable afterwards, about the matters required by APP 5.

4. Why We Collect, Use and Disclose Personal Information

We collect, hold, use, and disclose your personal information for the following purposes:

- to provide, operate, and improve the Platform and our services;
- to create and manage your account and verify your identity;
- to facilitate tutor-learner bookings, conversation group sessions, and payments;
- to operate Parlora Library, including hosting, displaying, and distributing user-generated content;
- to calculate and distribute creator payouts to tutors;
- to provide AI-powered features, including lesson planning and language practice tools;
- to process payments, refunds, and manage billing;
- to communicate with you about your account, bookings, and Platform updates;
- to send you marketing communications (with your consent, where required);
- to analyse usage patterns and improve the user experience;
- to detect, prevent, and address fraud, abuse, and security issues;
- to comply with our legal obligations, including tax reporting and regulatory requirements; and
- to enforce our Terms of Service and other agreements.

We will not use or disclose your personal information for a purpose other than the purpose for which it was collected (the "primary purpose"), a related secondary purpose that you would reasonably expect, or as otherwise permitted or required by law.

5. Disclosure of Personal Information

We may disclose your personal information to:

- other users of the Platform as necessary to facilitate bookings and services (for example, a learner will see a tutor's name, bio, qualifications, and ratings);

- our third-party service providers who assist us in operating the Platform, including payment processors, cloud hosting providers, analytics providers, email service providers, and identity verification services;
- our professional advisers, including lawyers, accountants, and auditors;
- government agencies or regulators where required by law or regulation;
- law enforcement agencies where we are required or authorised to do so by law; and
- a successor entity in the event of a sale or transfer of the business, or incorporation as a new legal entity.

We require all third-party service providers to handle personal information in accordance with this Privacy Policy and applicable privacy laws. We enter into appropriate data processing agreements with these providers.

6. Overseas Disclosure of Personal Information

Parlora may disclose personal information to overseas recipients in the course of operating the Platform. This may include:

- cloud hosting and infrastructure providers located in the United States, European Union, or Asia-Pacific;
- payment processors with operations in multiple jurisdictions;
- tutors and learners located in other countries (as the Platform operates internationally); and
- third-party service providers with servers or operations outside Australia.

Before disclosing personal information to an overseas recipient, we will take reasonable steps to ensure that the recipient does not breach the APPs in relation to that information, in accordance with APP 8. Where practicable, we will ensure that overseas recipients are subject to a law or binding scheme that provides comparable privacy protections to the APPs.

7. Data Security

We take reasonable steps to protect personal information from misuse, interference, loss, unauthorised access, modification, and disclosure, including through:

- using industry-standard service providers (including Supabase, Stripe, and Lovable) that provide encryption of data in transit (TLS/SSL) and at rest as part of their infrastructure;
- restricting access to administrative systems to authorised personnel and requiring multi-factor authentication on all administrative accounts;
- conducting security reviews using automated tools before deploying changes to the Platform;
- not storing government identification documents at any point in the tutor verification flow — identity verification is conducted by Didit, our third-party KYC provider, via a secure API integration, and Parlora only receives and stores the resulting verification status (such as whether a tutor has passed verification and the date verification was completed);
- maintaining incident response procedures so that, in the event of a data breach, we can promptly assess the risk, notify the relevant authorities, and notify affected individuals as required by law; and
- requiring all team members with access to personal information to understand and comply with their privacy and data security obligations.

We will take reasonable steps to destroy or de-identify personal information when it is no longer required for the purpose for which it was collected, in accordance with our data retention practices and the retention policies of our third-party service providers, unless we are required by law to retain it (for example, for tax or financial reporting purposes).

8. Data Retention

We retain personal information only for as long as is necessary to provide the Platform, comply with our legal obligations, resolve disputes, and enforce our agreements. Retention periods are enforced through automated cleanup processes that run daily (for in-app messages) and weekly (for other categories). The headline retention periods for the main categories of data we hold are set out below:

- Account and profile information is retained for the lifetime of your account and deleted within 30 days of a deletion request being received, except where longer retention is required by law.
- In-app messages are automatically deleted 30 days after they are sent.
- Bookings and lesson feedback are retained for 7 years from the booking date to comply with Australian tax and dispute resolution obligations. Before deletion, anonymised aggregates (such as monthly totals, average ratings, and revenue figures) are preserved for platform analytics.
- Parlora Library content uploaded by tutors is retained for the lifetime of the tutor's account and is deleted within 30 days of account closure. Tutors who wish to step back from the Platform while keeping their content library live for continued earnings may request account deactivation instead of deletion by contacting privacy@parlora.app (see Section 10.4).
- Live lessons and conversation groups are not recorded and no audio or video is retained by Parlora.
- Email send logs (recipient addresses, timestamps, and delivery status) are retained for 12 months from the send date. Aggregated delivery statistics are preserved indefinitely in anonymised form.
- Cookie consent withdrawal records are retained for 3 years from the date of withdrawal. Consent grant records are retained for as long as processing continues, in accordance with Article 7(1) of the GDPR, to enable us to demonstrate that valid consent was given.
- Product analytics data captured by PostHog (where you have consented to Product Analytics cookies) is retained for up to 7 years on identified user accounts. If you delete your Parlora account, we will instruct PostHog to delete your associated person record and event history within 30 days, subject to any legal retention obligations. Anonymous browsing data captured before login is retained for a shorter period in line with PostHog's default policies.
- Content view and download counts are retained indefinitely for payout reconciliation and platform analytics. Personal identifiers linking views or downloads to individual users are removed at the point of account deletion.
- Encrypted system backups follow a rolling cycle, after which they are automatically overwritten. Where a user exercises a right to deletion, their data is removed from active systems immediately and from backups at the next scheduled rotation.

The full retention schedule, including cleanup methods and operational notes, is set out in our separate Data Retention Policy, which is available on request from privacy@parlora.app.

Where personal information is no longer required for the purposes for which it was collected and is not subject to a legal retention obligation or legal hold, we will take reasonable steps

to destroy or de-identify it in accordance with Australian Privacy Principle 11.2, Article 5(1)(e) of the GDPR, and section 25 of the Singapore PDPA.

9. Notifiable Data Breaches

In the event of a data breach that is likely to result in serious harm to any individual whose personal information is involved, we will comply with the Notifiable Data Breaches scheme under Part IIIC of the Privacy Act. This includes:

- taking reasonable steps to contain the breach and assess the risk of serious harm;
- notifying the Office of the Australian Information Commissioner (OAIC) as soon as practicable; and
- notifying affected individuals as soon as practicable.

10. Your Rights

Under the Privacy Act, you have the following rights in relation to your personal information:

10.1 Access

You may request access to the personal information we hold about you. We will respond to your request within a reasonable period (generally 30 days). We may charge a reasonable fee for providing access, but we will not charge you for making the request.

10.2 Correction

You may request that we correct personal information that is inaccurate, out of date, incomplete, irrelevant, or misleading. If we refuse to correct your information, we will provide you with a written notice explaining our reasons and how you can complain.

10.3 Complaints

If you believe we have breached the APPs or this Privacy Policy, you may lodge a complaint with us using the contact details in Section 16. We will investigate your complaint and respond within 30 days. If you are not satisfied with our response, you may lodge a complaint with the OAIC at www.oaic.gov.au.

10.4 Erasure and account deletion

You may request the deletion of your account and associated personal information at any time. Upon receiving a valid request, we will delete or de-identify your information within 30 days, except where we are required to retain it by law (for example, for tax or financial reporting purposes). For tutors, account deletion also deletes any Parlora content you have uploaded.

Tutors who wish to step back from active use of the Platform while keeping their Parlora Library content library live for continued earnings may request account deactivation instead of deletion. Deactivation is granted on written request by contacting privacy@parlora.app. In the deactivated state, login credentials are removed but the tutor's Parlora Library content, profile attribution, and payout arrangements remain active. Tutors in this state may request full deletion at any time, and we will remind them annually of their deactivated status.

10.5 Marketing opt-out

You may opt out of receiving marketing communications from us at any time by clicking the "unsubscribe" link in any marketing email or by contacting us. We will process your opt-out request promptly.

11. Cookies and Tracking Technologies

We use cookies and similar technologies to:

- maintain your session and authenticate your identity;
- remember your preferences and settings;
- analyse how the Platform is used and improve our services;
- deliver relevant content and measure the effectiveness of our communications.

You can manage your cookie preferences at any time using the cookie consent banner that appears when you first visit the Platform, and by clicking the “Cookie preferences” link in the footer of any page. Please note that disabling certain cookies may affect the functionality of the Platform.

Our cookie consent banner allows you to make granular choices across three categories of cookies and tracking technologies:

- **Essential cookies (always on, no consent required):** these are necessary for the Platform to function, including login sessions, security tokens, and basic site operation. We also use Cloudflare Web Analytics, a cookieless analytics service that collects aggregate, anonymous statistics about Platform usage (page views, traffic sources, devices). Because Cloudflare Web Analytics does not identify individual users or set cookies, it operates without requiring your consent.
- **Product Analytics cookies (require your consent):** if you accept Product Analytics, we use PostHog (operated by PostHog Inc., with data hosted in the European Union) to understand how individual users interact with the Platform. PostHog captures page views and navigation patterns, clicks and form submissions, scroll behaviour and aggregate mouse-movement data used to generate heatmaps, page-performance metrics, and custom events recording key actions such as viewing a tutor profile, starting a booking, or purchasing Parlora Library content. When you are signed in, PostHog associates this activity with your Parlora account so we can understand how different types of users (tutors, learners, content creators) use the Platform. We use this data to diagnose problems, measure the impact of changes, and prioritise improvements. We do not use PostHog for advertising or to share data with third parties.
- **Marketing cookies (require your consent):** if you accept Marketing, we use third-party advertising tools to measure the effectiveness of our marketing campaigns. These tools share data with the third-party platforms that provide them, in accordance with their respective privacy policies. We do not currently use Marketing cookies for retargeting or audience-building.

You may withdraw consent for Product Analytics cookies and Marketing cookies independently at any time via the “Cookie preferences” link in our footer. When you withdraw consent, the relevant tools stop tracking your activity, and we will instruct them to clear any cached data on your device. Withdrawal does not affect the lawfulness of processing carried out before withdrawal.

If you delete your Parlora account, we will also instruct PostHog to delete your associated person record and event history within 30 days, as described in Section 8.

The list of tools above reflects our current practice. If we add new tracking tools, we will update this Privacy Policy and, where the new tool changes the scope of an existing consent category or adds a new category, re-prompt you through the cookie consent banner.

12. Use of Artificial Intelligence and Automated Decisions

Parlora uses artificial intelligence (AI) and automated systems to provide certain features of the Platform, including:

- AI-powered lesson planning that analyses Parlora Library content to generate lesson recommendations;
- AI speaking practice partners for language learners;
- content recommendations and search results personalisation; and
- automated matching of learners with suitable tutors.

Where AI or automated systems are used to make or support decisions that could reasonably be expected to significantly affect your rights or interests, we will disclose this in accordance with the transparency requirements under APP 1.7 to APP 1.9 (effective from 10 December 2026).

You have the right to request information about how automated decisions are made and to request human review of any automated decision that significantly affects you.

13. International Privacy Rights: GDPR and PDPA

Parlora operates internationally and may collect personal information from users located in the European Union, the European Economic Area, the United Kingdom, and Singapore. This section sets out additional rights and protections that apply to those users under the General Data Protection Regulation (Regulation (EU) 2016/679) (“GDPR”), the UK GDPR, and the Singapore Personal Data Protection Act 2012 (“PDPA”). Where this section is inconsistent with any other part of this Privacy Policy, this section prevails for users to whom the GDPR or PDPA applies.

13.1 GDPR: data controller and legal bases for processing

For the purposes of the GDPR and the UK GDPR, Ketki Madane trading as Parlora is the data controller of personal information collected through the Platform. We process personal information on the following legal bases:

- Performance of a contract: to create and manage your account, facilitate bookings, process payments, deliver lessons, host Parlora Library content, and provide the services you have requested under our Terms of Service.
- Legitimate interests: to operate, secure, and improve the Platform, to detect and prevent fraud and abuse, to analyse usage patterns, and to communicate with you about your account. Where we rely on legitimate interests, we balance our interests against your rights and freedoms.
- Consent: for marketing communications, non-essential cookies, and any processing of special categories of personal data. You may withdraw your consent at any time without affecting the lawfulness of processing carried out before withdrawal.
- Legal obligation: to comply with tax, accounting, anti-money laundering, and other legal and regulatory requirements that apply to us.

13.2 GDPR: your rights

If you are located in the EU, EEA, or UK, you have the following rights in relation to your personal information, in addition to those set out in Section 10:

- Right of access (Article 15): to obtain confirmation of whether we process your personal data and a copy of that data.

- Right to rectification (Article 16): to have inaccurate or incomplete personal data corrected.
- Right to erasure (Article 17), also known as the “right to be forgotten”: to request deletion of your personal data where one of the legal grounds applies. This right is subject to exceptions, including where we are required to retain data to comply with a legal obligation or to establish, exercise, or defend legal claims.
- Right to restriction of processing (Article 18): to ask us to limit how we use your personal data in certain circumstances.
- Right to data portability (Article 20): to receive your personal data in a structured, commonly used, machine-readable format and to transmit it to another controller, where processing is based on consent or contract and carried out by automated means.
- Right to object (Article 21): to object to processing based on legitimate interests, including profiling, and to object at any time to processing for direct marketing purposes.
- Right not to be subject to automated decision-making (Article 22): not to be subject to a decision based solely on automated processing that produces legal or similarly significant effects, except in limited circumstances. Parlora does not currently make decisions of this kind.
- Right to withdraw consent: where processing is based on consent, you may withdraw it at any time.
- Right to lodge a complaint with a supervisory authority: if you believe our processing of your personal data infringes the GDPR, you may complain to the data protection authority in your country of residence, place of work, or place of the alleged infringement.

To exercise any of these rights, please contact us at privacy@parlora.app. We will respond to your request without undue delay and within one month of receipt, as required by Article 12 of the GDPR. This period may be extended by up to two further months where necessary, taking into account the complexity and number of requests; we will inform you of any such extension within the first month.

13.3 GDPR: international data transfers

Parlora is established in Australia, which is not currently the subject of an adequacy decision from the European Commission. Where personal data of users in the EU, EEA, or UK is transferred to Australia or to other third countries, we rely on appropriate safeguards under Article 46 of the GDPR, including the European Commission’s Standard Contractual Clauses and, where applicable, the UK International Data Transfer Addendum. We require our third-party service providers (including hosting, payment, and analytics providers) to enter into equivalent safeguards. You may request a copy of the safeguards in place by contacting us at privacy@parlora.app.

13.4 GDPR: data breach notification

In the event of a personal data breach affecting users to whom the GDPR applies, we will notify the relevant supervisory authority without undue delay and, where feasible, not later than 72 hours after becoming aware of the breach, unless the breach is unlikely to result in a risk to the rights and freedoms of natural persons. Where the breach is likely to result in a high risk to your rights and freedoms, we will notify you without undue delay.

13.5 PDPA: application to users in Singapore

If you are located in Singapore, the Personal Data Protection Act 2012 applies to our collection, use, and disclosure of your personal data. We comply with the obligations set out in the PDPA, including those relating to consent, purpose limitation, notification, access and correction, accuracy, protection, retention limitation, transfer limitation, and accountability.

13.6 PDPA: consent and withdrawal

By creating an account and using the Platform, you consent to our collection, use, and disclosure of your personal data for the purposes set out in this Privacy Policy. You may withdraw your consent at any time by contacting us at privacy@parlora.app. We will inform you of the likely consequences of withdrawal, which may include our inability to continue providing some or all of the Platform's services to you.

13.7 PDPA: access and correction

You have the right to request access to the personal data we hold about you and information about how it has been used or disclosed in the year preceding your request. You also have the right to request that we correct any error or omission in your personal data. We will respond to access and correction requests within 30 days, in accordance with the PDPA. A reasonable fee may be charged for access requests to cover the cost of responding.

13.8 PDPA: transfer of personal data outside Singapore

Where we transfer personal data of users in Singapore outside Singapore, we will take reasonable steps to ensure that the recipient is bound by legally enforceable obligations to provide a standard of protection comparable to that under the PDPA, in accordance with the Personal Data Protection Regulations 2014. This includes contractual safeguards with our service providers, including hosting, payment, and identity verification providers.

13.9 PDPA: data breach notification

If a data breach is likely to result in significant harm to affected individuals, or affects 500 or more individuals, we will notify the Personal Data Protection Commission of Singapore as soon as practicable and in any event no later than 3 calendar days after assessing that the breach is notifiable, in accordance with the mandatory data breach notification obligation under the PDPA. Affected individuals will be notified where the breach is likely to result in significant harm to them.

13.10 Data protection contact

For all matters relating to GDPR or PDPA rights, requests, or complaints, please contact us at privacy@parlora.app. Parlora has not appointed a Data Protection Officer or an EU/UK representative under Article 27 of the GDPR, on the basis that our processing does not currently meet the thresholds requiring such appointments. We will review this position as the Platform grows and will update this Privacy Policy accordingly.

Detailed information about how long we retain personal data is set out in our separate Data Retention Policy, available on request and on the Platform.

14. Age Restriction

The Platform is recommended for users aged 18 and over. We do not knowingly collect personal information from anyone under the age of 18. A date of birth attestation is collected at registration to enforce this requirement. If we become aware that we have collected

personal information from a person under 18, we will take steps to delete that information and terminate the associated account as soon as practicable.

We will comply with the Children's Online Privacy Code once it is developed and registered by the OAIC under Part VIII B of the Privacy Act, to the extent it applies to platforms that restrict access to users aged 18 and over.

15. Changes to This Privacy Policy

We may update this Privacy Policy from time to time to reflect changes in our practices, technology, legal requirements, or other factors. We will notify you of any material changes by posting the updated policy on the Platform and, where appropriate, by email notification.

The date of the most recent update is shown at the top of this document. We encourage you to review this Privacy Policy periodically.

16. Contact Us

If you have any questions about this Privacy Policy, wish to exercise any of your rights, or wish to make a complaint, please contact us:

Parlora

Email: privacy@parlora.app

General enquiries: hello@parlora.app

Address: Sydney, NSW, Australia

If you are not satisfied with our response to a privacy complaint, you may contact the Office of the Australian Information Commissioner:

Office of the Australian Information Commissioner (OAIC)

Phone: 1300 363 992

Website: www.oaic.gov.au

Email: enquiries@oaic.gov.au

GPO Box 5218, Sydney NSW 2001