CHANNEL D PTY LTD

Privacy Notice

Covering: Channel D and eSpeak

Channel D Pty Ltd ACN 603 162 741 (“Channel D”, “we”, “us”, “our”) is committed to protecting the privacy of our clients and users. This Privacy Notice explains how we collect, use, store, and disclose personal information in connection with our Channel D dental waiting room video service and our eSpeak communications training platform (together, the “Services”).

We are bound by the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs). Where applicable law in another jurisdiction imposes additional obligations on us, we will comply with those obligations to the extent required.

This Privacy Notice was last updated on [April 24 2026].

1. Who This Notice Applies To

This Privacy Notice applies to:

- Clients: the dental practices and organisations that subscribe to our Services;
- Users: individual team members of a subscribing practice who hold an account on the eSpeak platform; and
- Visitors to our websites and platforms.

If you are a User whose practice has subscribed on your behalf, both the practice and you are subject to this Notice. We recommend that practices share this Notice with their team members before those team members create accounts or upload personal information.

2. Information We Collect

2.1 Account and Contact Information

When a practice subscribes to our Services, we collect:

- Practice name, address, and contact details;
- Billing and payment information;
- Names and email addresses of designated account contacts; and
- For eSpeak Users: name, email address, and login credentials.

2.2 Channel D — Content and Usage

In connection with the Channel D Service, we collect and process:

- Videos and images uploaded by the Client, including team photographs;
- Video selection preferences and usage data; and
- Platform interaction and access logs.

Team photographs uploaded by the Client are used solely to produce personalised video content for that practice. We do not use those images for any other purpose and do not share them with any other party.

► **ACTION REQUIRED:** Team photographs integrated into video content may constitute biometric or sensitive personal data in certain jurisdictions, including under the Illinois Biometric Information Privacy Act (BIPA) in the United States and as special category data under GDPR in the EU/UK. If you have clients in these regions, you should consider whether additional consent mechanisms are required at the point of image upload. Seek legal advice before actively onboarding clients in Illinois or EU/UK jurisdictions.

2.3 eSpeak — KPI Data

As a condition of the eSpeak Service, Clients are required to upload monthly KPI data by the KPI Due Date. The KPIs we collect are:

- Hourly production per clinician (expressed in dollar terms);
- Re-appointment rates; and
- Volume of specified procedures per month (such as ceramic restorations and aligner treatments).

KPI data does not include any patient-identifying information. We do not collect, request, or store patient names, contact details, health records, or any other patient personal information.

2.4 eSpeak — Training and Performance Data

In connection with the eSpeak Service, we collect:

- Training progress and completion data for each User;
- Assessment results and performance scores;
- Rankings and grades assigned to practices and individual Users;
- Usage data relating to the eSpeak phone application; and
- Engagement metrics, including minutes spent on online training content (tracked automatically) and manual training logs submitted by the Client recording offline and group training attendance.

2.5 Technical and Usage Data

When you use our platforms, we automatically collect certain technical data, including:

- IP addresses;
- Device type and browser information;
- Pages visited, features used, and session duration; and
- Cookies and similar tracking technologies.

► **ACTION REQUIRED:** A Cookie Policy must be in place and linked here before this document goes live. Replace this note with the actual link: “as described in our Cookie Policy at [INSERT URL].”

3. How We Use Your Information

We use the information we collect for the following purposes:

- To provide, maintain, and improve the Services;
- To process payments and manage subscriptions;

- To personalise Channel D video content with Client-uploaded team images;
- To adjust eSpeak training content based on a practice's KPI progress;
- To generate practice and User Rankings, grades, and certificates;
- To communicate with Clients and Users about their accounts, updates, and service notices;
- To produce anonymised, aggregated performance benchmarks for use in our platform, product development, and marketing; and
- To comply with our legal obligations.

4. Rankings, Disclosure and Data Portability

4.1 Practice Rankings

We assign performance Rankings to practices based on KPI data and eSpeak metrics. We will not disclose a practice's specific Ranking, underlying KPI data, or performance metrics to any third party — including prospective purchasers of the practice — without the express written consent of that practice.

We publish anonymised benchmark data and aggregate rankings on our platform and in our marketing materials. Individual practices cannot be identified from this published data.

4.2 User Rankings

Each User's personal Ranking, performance history, and certificates are associated with the individual User. Users may retain access to this data and present it for professional purposes such as seeking employment.

A User who wishes to disclose their Ranking in a way that identifies the practice they worked at must first obtain the written consent of that practice. Without such consent, Users may share their personal Ranking only in a form that does not identify the practice. Written consent may be given by email, signed document, or use of the consent function within our platform.

4.3 Account Suspension on Departure

When a User leaves a practice, their eSpeak account is suspended (not deleted). The User's personal Ranking history and certificates are retained and remain accessible to the User. The practice retains no access to a departed User's personal performance data from the date of departure.

A suspended account may be reactivated when the User joins another subscribing practice or subscribes personally.

5. Disclosure of Personal Information

5.1 Service Providers

We may disclose personal information to trusted third-party service providers who assist us in operating the Services, including cloud hosting providers (including Amazon Web Services), payment processors, and technology partners. These providers are bound by

confidentiality obligations and are not permitted to use your information for their own purposes.

5.2 Legal Requirements

We may disclose personal information where required to do so by law, court order, or regulatory authority, or where we reasonably believe disclosure is necessary to protect the rights, property, or safety of our clients, Users, or the public.

5.3 Business Transfers

If Channel D Pty Ltd is sold, merged, or otherwise restructured, personal information held by us may be transferred as part of that transaction. We will take reasonable steps to ensure that any successor entity is bound by privacy obligations consistent with this Notice and will notify affected Clients and Users before any such transfer occurs.

5.4 No Sale of Data

We do not sell, rent, or trade personal information to third parties for marketing or commercial purposes.

6. International Clients and Cross-Border Data

We operate globally and provide our Services to clients in multiple countries. Our platforms are supported by global cloud infrastructure providers, including Amazon Web Services (AWS). As a result, personal information may be transferred to, processed, and stored on servers located outside your home jurisdiction, including in Australia and the United States.

By using our Services, you consent to the transfer, storage, and processing of your information across international borders. We take reasonable steps to ensure that any infrastructure providers we use maintain security standards and privacy obligations consistent with the Australian Privacy Principles.

Clients located in the European Union, United Kingdom, or other jurisdictions with specific data protection legislation should note that we aim to handle personal information consistently with applicable local requirements. If you have questions about how your personal information is handled under your local law, please contact us using the details in section 10.

7. Security

We take reasonable steps to protect personal information from misuse, interference, loss, and unauthorised access, modification, or disclosure. Our security measures include encrypted data transmission (TLS), access controls, and secure cloud infrastructure.

No method of internet transmission or electronic storage is completely secure. While we take reasonable precautions, we cannot guarantee absolute security.

► **ACTION REQUIRED:** Review and update the security measures listed above to accurately reflect your actual technical controls before publishing. Overstating your security measures creates legal and reputational risk.

8. Data Retention

We retain personal information for as long as necessary to provide the Services and fulfil the purposes described in this Notice, or as required by law.

On cancellation or termination of a subscription, we will retain account, KPI, and billing data for a period of 7 years for legal and compliance purposes, after which it will be securely deleted or de-identified.

User Ranking history and certificates will be retained for a period of 10 years from the date of the User's last account activity (whether active or suspended), unless the User requests deletion of their personal data in accordance with section 9 and we are not otherwise required by law to retain it. After 10 years of inactivity, data will be de-identified unless the User has reactivated their account.

9. Your Rights

Subject to applicable law, you have the right to:

- Access the personal information we hold about you;
- Request correction of inaccurate or incomplete information;
- Request deletion of your personal information, subject to our legal obligations and legitimate interests in retaining it;
- Withdraw consent to certain uses of your information; and
- Lodge a complaint with the Office of the Australian Information Commissioner (OAIC) or, where applicable, your local data protection authority.

To exercise any of these rights, please contact us using the details in section 10. We will acknowledge your request promptly and respond substantively within 30 days, in accordance with our obligations under the Australian Privacy Principles.

10. Data Breach Notification

We take data breaches seriously. If we become aware of a data breach that is likely to result in serious harm to any affected individual, we will:

- Investigate the breach promptly;
- Notify the Office of the Australian Information Commissioner (OAIC) as required under the Notifiable Data Breaches (NDB) scheme (generally within 30 days of becoming aware of an eligible data breach); and
- Notify affected Clients and Users as soon as practicable, with details of the nature of the breach, the information involved, and the steps we have taken or propose to take in response.

If you become aware of any actual or suspected security incident that may have compromised your account or your team's data, please contact us immediately at info@channeld.com.

11. Contact Us

If you have any questions, concerns, or complaints about this Privacy Notice or the way we handle your personal information, please contact us:

Channel D Pty Ltd

84 Narelle Lane, Greenwich Park NSW 2580 Australia

Email: info@channeld.com

Website: www.channeld.com

If you are not satisfied with our response to a privacy concern, you may contact the Office of the Australian Information Commissioner at www.oaic.gov.au.

12. Changes to This Notice

We may update this Privacy Notice from time to time to reflect changes in our practices, technology, or legal requirements. We will notify Clients of material changes by email or by a notice on our platform at least 30 days before the changes take effect. Material changes include changes to the types of data we collect, how we use it, who we share it with, and how long we retain it.

The current version of this Notice is always available at www.channeld.com.

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