VERSION 1.2 · 26 NOVEMBER 2026

Avantus School Terms

These terms form part of each school's Avantus order form.

1. The agreement

1.1 These terms apply when a school accepts an Avantus order form. They are between the school named in the order form (**the School**) and SDG Services Pty Ltd ABN 30 664 897 429, trading as Avantus (**Avantus** or **we**). The order form and these terms are the **agreement**. If they conflict, the order form applies.

1.2 **School Data** means the information the School or its users put into Avantus, and anything Avantus works out from it, including projections. **Agreement Period** means the period of the agreement set out in the order form.

2. The service

2.1 Avantus provides the hosted Avantus service to the School's staff and students, in the roles the School assigns, with due care and skill. Avantus does the onboarding work. Support is by email to hello@avantus.com.au, and we reply within one business day.

2.2 A projection is an estimate based on the information available at the time. It is not a guarantee of any result, and decisions about students remain with the School.

3. Fees and the School's part

3.1 Fees are set out in the order form, are in Australian dollars and exclude GST. Avantus issues a tax invoice, and payment is due 14 days after it unless the order form says otherwise. The agreement does not renew automatically.

3.2 The School has the authority to give Avantus the School Data; gives it through Avantus's secure upload or a direct connection, never by email; gives families the Avantus collection notice, or its own, before student data is loaded; and keeps its users' access up to date.

3.3 No-fee terms. Where the order form says the Agreement Period is free of charge: no fees are payable and no invoice is issued for that Agreement Period; the refund in clause 6.1 does not apply; a later Agreement Period with fees needs a new order form accepted by the School; and the limit in clause 6.2 is the greater of the fees paid or payable in the 12 months before the claim and A$20,000. Either party may end a no-fee Agreement Period on 90 days' written notice, and the School keeps its rights under clause 4.7.

4. School Data

4.1 Ownership and use. The School owns the School Data. Avantus uses it only to provide Avantus to the School, on the School's instructions, and complies with the Privacy Act 1988 (Cth). Avantus does not sell School Data, use it for advertising, send student data to any artificial intelligence model provider, or use it for any other school's projections unless the School agrees in writing.

4.2 What we hold. Only the academic and access information the service needs. Avantus does not hold medical, wellbeing, behaviour, attendance, family contact or financial records.

4.3 Australia only. School Data is stored and processed only in Australia, in the Sydney region of Amazon Web Services.

4.4 Security. Avantus protects School Data with reasonable security measures, including sign-in through the School's own accounts, separation of each school's data, encryption and tested backups, and gives the School details in confidence on request. Only people Avantus names to the School have administrative access, and their actions are logged.

4.5 Services we use. The services that handle School Data are listed at avantus.com.au/subprocessors. We give the School 30 days' notice before adding or changing one. If the School objects, it may end the agreement under clause 6.1.

4.6 Breaches. If Avantus becomes aware of unauthorised access to, or loss of, School Data, it tells the School within 48 hours and helps the School with any notification under the Notifiable Data Breaches scheme.

4.7 Export and deletion. The School may ask for a full export of its data at no charge during the Agreement Period and for 30 days after it. When the School asks, Avantus deletes the School Data from the live service within 24 hours and gives the School a deletion certificate, and backup copies are deleted within 98 days. If the School has not asked by 30 days after the agreement ends, Avantus deletes it then.

5. Confidentiality and ownership

5.1 Each party keeps the other's confidential information confidential and uses it only for the agreement, unless it is public or the law requires disclosure.

5.2 Avantus owns the Avantus software, methods and documents. The School may keep its reports after the Agreement Period. Avantus does not use the School's name or results publicly without its written approval.

6. Ending the agreement and liability

6.1 Either party may end the agreement by written notice if the other materially breaches it and does not fix the breach within 30 days of being asked. The School may also end it if it does not accept a change under clause 4.5 or clause 7.1. In either case Avantus refunds the fees for the unused part of the Agreement Period. Otherwise fees paid are not refundable, except where the law requires.

6.2 Nothing in the agreement excludes a right or remedy under the Australian Consumer Law that cannot lawfully be excluded. Subject to that, each party's total liability under the agreement is limited to the fees paid or payable in the 12 months before the claim, and neither party is liable for indirect or consequential loss. This limit does not apply to fraud or wilful misconduct. Avantus is not liable for decisions made on the basis of a projection.

6.3 Clauses 3.3 and 4.7 and sections 5 and 6 continue after the agreement ends.

7. General

7.1 The version of these terms in the School's order form applies. We give 30 days' email notice of a new version. It applies during the current Agreement Period only if it does not reduce the School's rights or data protection, or the School agrees.

7.2 Notices are given by email: to the School at the address of the person who accepted the order form for it, and to Avantus at scott@avantus.com.au, or to another address a party gives the other by email. The agreement is governed by the law of New South Wales. The School may accept the order form electronically, and the person who accepts it confirms they are authorised to do so. If any part of the agreement is unenforceable, the rest continues to apply. A party does not give up a right by not exercising it straight away.

Avantus is a product of SDG Services Pty Ltd · ABN 30 664 897 429 · ACN 664 897 429 · hello@avantus.com.au