

## Kallista Dance Academy (KDA) - Squarespace Website Terms of Use and Privacy Policy

KDA Dance Academy Pty Ltd Trading ("KDA") is subject to the *Privacy and Data Protection Act 2014* (Vic). KDA respects the rights afforded to an individual's personal information and is committed to protecting the privacy of personal information collected by us from any individual and providing transparent, safe and secure services. This Privacy Policy how it collects, handles and deals with personal information recorded through the use of its Squarespace website in accordance with the *Information Privacy Principles*.

We only collect and store personal information that is reasonably necessary for the proper performance of our services as a VET and dance education provider, and we employ all reasonable endeavours to protect the security and safe storage of all personal information collected or received by us.

In order to enrol in classes/courses, we need to collect and store personal information about you. We collect the data that you provide when enrolling, such as name, email, phone number, address, school attended and age. We also collect data about your activity on the Website. including any contributions that you make.

Personal information you supply online will be used by KDA in the provision of services by KDA and the conduct of its business. Such uses include but are not limited to, matters related to student administration, provision of services and the dissemination of information to staff, prospective and current students. We may also use your IP address to help diagnose problems with a server and to administer the Website. Your IP address is sometimes used to set up individual sessions to provide secure logins.

Where reasonable and practicable to do so, we will collect your personal information only from you. However, in some circumstances we may be provided with information by third parties (i.e. VCE VET Dance assessors/Dept of Education/VCAA/DTO (RTO)). In such a case we will take reasonable steps to ensure that you are made aware of the information provided to us by the third party.

We will not disclose personal information concerning you to parties outside KDA other than [DTO, VCAA, your home school, the Department of Education as part of the provision of the VCE assessment], [RAD as part of the provision of ballet examinations and assessments] and as otherwise required by law or court orders or other legal orders.

KDA takes reasonable steps to ensure your personal information is stored in a manner that reasonably protects it from misuse and loss and from unauthorised access, modification or disclosure. As far as is permissible under law and unless expressly agreed with the user, KDA has no further responsibility in relation to the privacy or confidentiality of any information KDA collects from or records about users of the Website. When your personal information collected by us is no longer needed for any purpose for which it was obtained, at such time, we will take reasonable steps to de-identified or destroy such information, provided that it is lawful for us to do so.

KDA uses iClass Pro to collect enrolment information pertaining to an individual. iClass Pro is a web based class management service (<https://www.iclasspro.com/>). This plugin offers tight integration with Squarespace, supporting online form creation and data storage. Encryption/security software is used to ensure your data is stored securely on servers in accordance with iClass Pro's [privacy policy](#). In addition, an extended validation SSL certificate and https protocol are used for access to all iClassPro application pages- meaning all data is encrypted before being transmitted across the Internet. The servers where your data is stored may be outside of Australia and are hosted by third party services providers including [Amazon Web Services](#) or [Google Cloud](#) (Amazon Web Services data centers are located both in Germany and Frankfurt (EU) and Virginia (USA), Google Cloud data centers are hosted in Iowa (USA), we encourage you to review their privacy policies also.

KDA uses Quickbooks to store information pertaining to an individual's finances. Quickbooks is a web based accounting software service (<https://quickbooks.intuit.com/au/>). This plugin offers tight integration with iClassPro by supporting financial data storage. Data transfers are encrypted with at least 128-bit TLS, and all copies of daily backup data are encrypted with 256-bit AES encryption in accordance with Quickbooks [privacy policy](#). The servers where your data is stored may be outside of Australia and are hosted by third party services providers including [Amazon Web Services](#) or [Google Cloud](#) (Amazon Web Services data centers are located both in Germany and Frankfurt (EU) and Virginia (USA), Google Cloud data centers are hosted in Iowa (USA), we encourage you to review their privacy policies also.

KDA uses Zoom to deliver live online dance content. Zoom is the web and app based video conferencing service (<https://zoom.us/>). This plugin supports meeting/webinar creation, synchronization, grading, and backup/restore. KDA as the host has the ability to record the meeting. KDA may use this facility to record the teacher/s during the class for the purpose of 'make up class' scenario, and/or for choreography retention purposes. The recording will be stored securely on zoom and not shared outside of KDA.

KDA may also make a record of your visit and log any of the following information for statistical and business purposes- the user's address, the user's domain name, IP address, the date and time of the visit, the pages accessed, and documents downloaded, the previous site visited, and the type of browser used. Identification of the user may also be requested and logged.

KDA accepts no responsibility for the unauthorised use of personal information held by it. You have the right to access the personal information that KDA holds about you. If you believe your personal information is not correct you can request that we correct the personal information held about you. We will take steps to correct any information given its reasonable to do so. If you would like access to this information your request must be in writing to [[info@kallistadance.com.au](mailto:info@kallistadance.com.au)].

We endeavour to acknowledge all formal complaints within 10 working days and set out to have resolved any complaints within an additional 30 working days. We will make reasonable endeavours to meet this time commitment except in circumstances where this is not possible due to the circumstance. In such a case we will act to resolve the complaint in a reasonable timeframe. If you are not satisfied with our response, you can contact us to discuss your concerns or lodge a complaint with the Office of the Victorian Information Commissioner ([www.ovic.vic.gov.au](http://www.ovic.vic.gov.au)).

Whilst every effort has been taken to ensure that the information contained on the Website is accurate, the information on the Website is for personal and/or educational use only and is provided in good faith without any implied or express warranty.

KDA requires all users of the Website and resources placed to do so in a legal, ethical and responsible manner, including but not limited to conduct and use in accordance with copyright and other intellectual property laws, defamation, privacy and anti-discrimination legislation, the creation of contractual obligations, and civil and criminal laws.

Users who have legitimate access to personal and confidential information must respect the privacy of others and maintain the confidentiality of the information to which they have access.

KDA gives no guarantee as to the accuracy or currency of any individual item on the Website. KDA accepts no responsibility for any loss or damage whatsoever caused by the use or reliance of any information contained on the Website nor from any access to the Website. Access to and use of the Website are at the risk of the user.

KDA may reference certain linked material on the Website as a service to the users of the Website from time to time. This service does not mean that KDA endorses those linked sites or material on those Websites in any way and users are recommended to review the terms of use and privacy policies of any external sites.

The Website contains a variety of material which is protected by intellectual property laws, including copyright. Unless otherwise stated on this Website, the material on this Website is and remains the intellectual property of KDA. You may only copy and use material on this Website for your own personal and private use, and provided that textual and graphical content are not altered and that the context and source are acknowledged. KDA reserves the right to revoke that permission at any time. Permission is not given for the further dissemination of this material or any commercial use or sale of this material. Material anywhere on the Website which is the intellectual property of someone other than KDA may not be copied, used or further disseminated without the express and written permission of the holder of intellectual property in that material (except as expressly permitted by law).

Dance classes can involve risk of personal injury. While KDA takes all reasonable care in the conduct of its classes, it is not liable for injury physically relating to students during classes or whilst students are near the dance space. KDA is not liable for lost property.

Only enrolled students at KDA can participate in dance classes both studio based and those delivered via our online platform.

Refer to <https://www.kallistadance.au/general-information> for KDA policies and terms and conditions.

Periodically we may update this privacy policy to reflect changes to privacy legislation, technological changes, company policy and customer feedback. You will be notified of any changes to the Privacy Policy next visit the website.

This Privacy Policy is current as of 23 Oct 2023.