Saria Privacy Policy

Last updated: October 2026

This Privacy Policy explains how Saria Health Pty Ltd ACN 699 106 726 trading as Saria (**Saria, we, us, our**) collects, holds, uses and discloses Personal Information and Sensitive Information, including Health Information, in connection with the digital platform available at https://saria.com.au/ and related services (**Platform**).

The Platform enables eligible adult clients to record information and reflections between psychology sessions and enables their treating psychologist to review that information when preparing for future consultations. Saria provides technology that facilitates information capture and communication. Saria does not provide healthcare, psychological or clinical services, treatment, diagnosis, monitoring, triage, crisis support or emergency services. The Platform is not an electronic medical record or clinical record system.

We handle Personal Information in accordance with the *Privacy Act 1988* (Cth) (**Privacy Act**), the Australian Privacy Principles (**APPs**) and other applicable Australian privacy, health records and data protection laws.

This Privacy Policy describes our general information-handling practices. We may also provide a collection notice at or before the time we collect particular information. A collection notice should be read together with this Privacy Policy.

Where consent is required, including for the collection of Sensitive Information, we will seek consent through the Platform or another appropriate process. This Privacy Policy does not itself operate as consent to every collection, use or disclosure described in it. You may withdraw your consent at any time by contacting us using the details below, although doing so may mean we are unable to provide some or all Platform functionality, and withdrawal does not affect anything done in reliance on consent before it was withdrawn.

This Privacy Policy applies to clients who use the Platform through an approved registered psychologist (**Clients**), registered psychologists who use the Platform with eligible Clients (**Treating Psychologists**), website visitors and other people who interact with us.

The Platform is intended for persons aged 18 years or older. You must not create an account or use the Platform on behalf of another person.

Anonymity and pseudonymity

Where lawful and practicable, you may interact with us anonymously or using a pseudonym, for example when browsing our website or making a general enquiry. However, we generally need information that identifies you to create and manage an account, connect a Client with their Treating Psychologist and provide key Platform functionality.

If you do not provide information we reasonably request, we may be unable to provide some or all Platform functionality.

Changes to this Privacy Policy

We may update this Privacy Policy from time to time to reflect material changes to the Platform, our information-handling practices, legal requirements or business operations. The updated version will be published on the Platform and will take effect from the date stated in it.

Definitions

Personal Information has the meaning given in the Privacy Act and includes information or an opinion about an identified individual, or an individual who is reasonably identifiable.

Sensitive Information has the meaning given in the Privacy Act and includes Health Information.

Health Information has the meaning given in the Privacy Act and may include information or an opinion about a person's health, disability, symptoms, treatment, health-related needs or health services provided or to be provided to that person.

Information we collect and hold

The kinds of Personal Information and Sensitive Information we may collect and hold include the following.

Clients

(a) name, contact details, account details and login details;
(b) age and information reasonably required to confirm eligibility;
(c) information identifying or linking the Client to their Treating Psychologist;
(d) journal entries, reflections, emotion selections or tags, and responses to prompts or activities selected or approved by the Treating Psychologist;
(e) responses to questionnaires or structured check-ins;
(f) Client submissions that are presented or grouped through the Platform for review by the Treating Psychologist;
(g) correspondence, support requests, complaints, feedback, survey or evaluation responses, including optional free-text responses; and
(h) technical, diagnostic and usage information.

Treating Psychologists

(a) name, contact details, account details and login details;
(b) professional, practice and registration details;
(c) information required to invite, authorise or manage Clients using the Platform;
(d) prompts or activities written, selected, reviewed, approved or edited for Clients;
(e) export or copying confirmations and related operational records;
(f) correspondence, support requests, complaints, feedback, survey or evaluation responses, including optional free-text responses; and
(g) technical, diagnostic and usage information.

Website visitors and other users

We may collect device identifiers, IP address, browser type, operating system, log data, cookie data, analytics data and information about how a person interacts with the Platform, where those technologies are used.

Client submissions may contain Personal Information and Sensitive Information, including Health Information. The current Platform does not use artificial intelligence or other automated systems to make clinical assessments, monitor Clients, determine treatment or make decisions that significantly affect a person's rights or interests. Questionnaire responses are made available substantially as submitted and are not automatically clinically interpreted or assessed by Saria unless we expressly state otherwise.

Client submissions may be presented or grouped through the Platform according to the type of prompt, activity or information submitted. Any such presentation or grouping does not involve clinical assessment, interpretation, diagnosis or treatment recommendations and is not a substitute for the Treating Psychologist's professional judgement. Saria does not use your information to train artificial intelligence or machine-learning models.

Sensitive Information and Health Information

We may collect Sensitive Information, including Health Information, where it is reasonably necessary for our functions or activities and with consent, unless another exception under the Privacy Act or applicable law permits or requires the collection.

For Clients, this may include journal entries, reflections, emotion selections, responses to prompts or activities, questionnaire responses, feedback, survey or evaluation responses and other information about health, symptoms, experiences or care that the Client chooses to submit. For Treating Psychologists, Sensitive Information may be contained in information submitted about a Client, including optional free-text feedback or survey responses, or in professional information provided to us, depending on the circumstances.

Information about other people

You must not provide Personal Information or Sensitive Information about another person unless it is reasonably necessary, you are authorised to do so and the disclosure is permitted by law. Clients must not create an account or use the Platform on behalf of another person.

How we collect information

We collect Personal Information and Sensitive Information by lawful and fair means, including:

(a) when you create or manage an account;
(b) when a Treating Psychologist invites, authorises or manages a Client through the Platform;
(c) when a Client submits journal entries, reflections, selections, questionnaire responses or other information through the Platform;
(d) when a Treating Psychologist writes, reviews, approves or edits prompts or activities, or confirms that information has been copied or exported;
(e) from Clients, Treating Psychologists, contractors and service providers where reasonably necessary to operate or support the Platform;
(f) through cookies, analytics tools, log files and similar technologies, where used; and
(g) when you contact us, request support, make a complaint or otherwise communicate with us.

A Treating Psychologist may provide a Client's name, contact details and practitioner-linkage information to invite or authorise the Client to use the Platform.

Cookies and usage information

We may use cookies, analytics tools, log files and similar technologies to operate the Platform, remember preferences, understand Platform usage, improve functionality, detect errors and support security. Where required by law, we will obtain consent before deploying non-essential cookies or analytics technologies. The technologies we use may change from time to time.

You may disable cookies through your browser settings, but doing so may affect the availability or functionality of parts of the Platform.

Why we collect, hold, use and disclose information

We collect, hold, use and disclose Personal Information and Sensitive Information to:

(a) create, manage and secure accounts;
(b) confirm eligibility and, where relevant, professional registration or standing;
(c) connect Clients with their Treating Psychologist and administer invitations;
(d) enable Clients to record information and reflections between psychology sessions;

(e) make Client submissions, including information presented or grouped through the Platform, available to the Treating Psychologist;
(f) enable Treating Psychologists to write, select, review, approve or edit prompts and activities;
(g) record copying or export confirmations and administer related workflows;
(h) communicate with users about the Platform;
(i) provide support, conduct surveys and evaluations, and respond to enquiries, complaints and feedback;
(j) operate, maintain, secure, troubleshoot and improve the Platform;
(k) manage disputes, enforce our terms and protect our lawful interests; and
(l) comply with legal and regulatory obligations.

We use and disclose Personal Information for the purpose for which it was collected, for related purposes that would reasonably be expected, with consent, or where otherwise permitted or required by law.

Disclosure to Treating Psychologists

A Client's Treating Psychologist may access information the Client submits through the Platform. This may include journal entries, reflections, emotion selections, prompt responses, questionnaire responses and other Client submissions, including information presented or grouped through the Platform.

We aim to disclose only information reasonably necessary for the relevant Platform function. Client submissions are made available substantially as submitted. The Treating Psychologist is independent from Saria and remains responsible for their professional judgement, clinical services and clinical records. Saria does not determine how the Treating Psychologist uses information clinically and does not verify the adequacy or completeness of the Treating Psychologist's clinical record.

Service communications and direct marketing

We may send operational communications about accounts, security, changes to the Platform or our legal documents, and other matters reasonably necessary to provide or administer the Platform. You may not be able to opt out of those communications while you continue to use the Platform.

We may also use Personal Information to send direct marketing where permitted by law. You may opt out of direct marketing at any time by using the unsubscribe mechanism in the relevant communication or by contacting us.

We do not use Sensitive Information, including Health Information, for direct marketing unless permitted by law and, where required, with consent.

Third-party service providers and other disclosures

We may disclose Personal Information and, where necessary, Sensitive Information to third parties who assist us to operate, administer, secure, improve or support the Platform, including:

(a) hosting and infrastructure providers;
(b) analytics, logging, monitoring and error-reporting providers;
(c) email, SMS, communications and customer-support providers;
(d) contractors, developers and technical-support providers;
(e) professional advisers, including lawyers, accountants, insurers and auditors;
(f) regulators, authorities, law-enforcement bodies or dispute-resolution bodies where required or permitted by law; and
(g) other service providers reasonably necessary to operate the Platform.

We take reasonable steps to require service providers to handle information consistently with applicable privacy, confidentiality and security obligations.

We may otherwise disclose Personal Information or Sensitive Information with consent, for the primary purpose for which it was collected, for a related purpose that would reasonably be expected, or where otherwise permitted or required by law.

Overseas disclosures

Client Health Information is currently stored using infrastructure located in Australia. If you choose to use voice-to-text, whether a feature of the Platform or a dictation feature built into your own device or browser, your spoken words may be transmitted to and processed by a third-party speech-recognition service selected by your device or browser manufacturer. That service may be located overseas, and Saria does not select, control or have visibility into it. Otherwise, we are not currently likely to disclose Client Health Information to recipients outside Australia. Our service-provider arrangements may change from time to time. Before making a material change that is likely to involve an overseas disclosure, we will assess the change, take reasonable steps required by applicable law and update this Privacy Policy or an applicable collection notice where required, including by identifying relevant countries where practicable.

How we store and protect information

We may store Personal Information and Sensitive Information in electronic systems, databases, cloud infrastructure, backups, support tools and other systems used to operate the Platform.

We take reasonable steps to protect information from misuse, interference, loss and unauthorised access, modification or disclosure. We use administrative, technical and organisational safeguards appropriate to the nature and sensitivity of the information we hold. These may include access controls, authentication, encryption, logging, backups, confidentiality obligations, staff or contractor controls and service-provider due diligence.

No method of transmission over the internet or electronic storage is completely secure. We do not guarantee absolute security.

Retention and deletion

The Platform is not intended to be the Treating Psychologist's complete or permanent clinical record system. The Treating Psychologist is responsible for maintaining their clinical records and determining what information must be included and retained in those records under applicable law and professional obligations.

We may retain Client information and defer or condition its deletion until the Treating Psychologist has reviewed relevant information and confirmed that information required for their clinical records has been copied or exported.

We retain Personal Information and Sensitive Information for as long as reasonably necessary for the purposes for which it was collected, including to provide, administer and protect the Platform, facilitate a Client's participation with their Treating Psychologist, maintain copying or export-confirmation records, resolve complaints or disputes, comply with legal, regulatory or contractual obligations, and protect our rights and legitimate interests.

Account closure or ceasing to use the Platform does not require immediate deletion. Information copied into a Treating Psychologist's clinical record is controlled by the psychologist or their practice and may be retained, used or disclosed in accordance with applicable law and professional obligations.

When we no longer require Personal Information, we will take reasonable steps to destroy or de-identify it, unless we are required or authorised by law to retain it.

Accessing and correcting your information

You may request access to Personal Information we hold about you and ask us to correct it if you believe it is inaccurate, out of date, incomplete, irrelevant or misleading.

We aim to respond within 30 days, and in any event within the period required by applicable law. We will not charge a fee for making a request, although we may charge a reasonable fee for giving access where permitted by law.

In some cases, we may refuse access or correction, or provide access in a particular way, where permitted by law. If we refuse a request, we will provide reasons where required by law.

The Platform may not provide a direct archive of previous Client submissions. Clients cannot edit, retract or delete a submission through the Platform after it has been submitted. This does not limit any right to request access or correction under applicable privacy law. If we agree that information we hold is inaccurate, we will correct it. Because the Platform records Client submissions as they were written, a correction may be made by adding a note to the record so that the original remains available. If we do not agree to make a correction, we will tell you why, and you may ask us to attach a statement to the information.

A request relating to information held by Saria should be made using the contact details below. A request relating to information held in a Treating Psychologist's clinical record may need to be made directly to the Treating Psychologist or their practice.

State health records laws

Where health information about you is collected, held or used in New South Wales, the Health Records and Information Privacy Act 2002 (NSW) also applies, including the Health Privacy Principles. Where you live in Victoria, the Health Records Act 2001 (Vic) may also apply. These laws give you rights to access and request correction of health information held about you, and require us to protect it, use and disclose it only as permitted, and limit its transfer outside the State, including the voice-to-text processing described under Overseas disclosures. We aim to respond to access and correction requests within 30 days.

You can make a request or complaint to privacy@saria.com.au. You may also complain to the Office of the Australian Information Commissioner, the NSW Information and Privacy Commission or the Victorian Health Complaints Commissioner, as set out below.

Data breaches

We assess and respond to actual or suspected data breaches in accordance with applicable law, including the Notifiable Data Breaches scheme where it applies. This may include investigating and containing an incident, assessing the risk of serious harm, coordinating with affected Treating Psychologists and service providers, and notifying affected individuals or the Office of the Australian Information Commissioner where required.

Contacting us and making a complaint

If you have a question about this Privacy Policy, wish to request access to or correction of Personal Information, or wish to make a complaint about our privacy practices, please contact:

Attention: Privacy Officer

Email: privacy@saria.com.au

We will acknowledge and investigate a complaint as soon as practicable. If we agree that a complaint is well founded, we will take reasonable steps to address the issue and, where appropriate, consult with you about the steps we propose to take.

If you are not satisfied with our response, you may lodge a complaint with the Office of the Australian Information Commissioner (**OAIC**):

Website: www.oaic.gov.au

Telephone: 1300 363 992

If you are in New South Wales, you may also complain to the NSW Information and Privacy Commission (www.ipc.nsw.gov.au). If you are in Victoria, you may also complain to the Victorian Health Complaints Commissioner (www.hcc.vic.gov.au).