

What's changing in the SmartyGrants Agreement

We're updating the SmartyGrants Agreement, published 2 July 2026 and effective 30 days from that date. Here's a plain-English summary of what's changed and why. The updated Policy is available at <https://help.smartygrants.com.au/resources/smartygrants-agreement/>

1 New: how we use AI and data science

We've added a comprehensive new section covering artificial intelligence and automation in SmartyGrants. In summary:

- All AI and automation features are optional and switched off by default. You choose what to enable, and you can turn any feature off at any time without affecting your data or applications in progress.
- Every AI feature goes through an ethical review (our Dignity Lens framework) and a Data Protection Impact Assessment before release.
- We don't let third-party AI providers use your data to train their own models, and we won't use your data to train our own models without notifying you and obtaining consent.
- If you use AI-assisted features to help assess grant applications, you're responsible for having a qualified person review the output before any decision that significantly affects an individual.

Full detail is in our new SmartyGrants AI Transparency Statement, referenced in this Agreement.

2 Stronger data breach commitments

We've expanded our commitments if we become aware of a data breach affecting your data, including clearer detail on what we'll tell you, when, and how we'll work with you if you need to notify affected individuals or regulators yourselves.

3 New: support with your own compliance obligations

If you need our help with a privacy assessment, audit, or similar compliance requirement, we'll provide reasonable assistance. Where this requires significant time or resources, we may need to recover reasonable costs, which we'll discuss with you in advance.

4 Where your data is hosted

We've added a clear statement that SmartyGrants is hosted by Amazon Web Services in their Sydney, Australia region, with logical controls in place to keep your data segregated and accessible only to authorised users.

5 Broader liability protection

We've expanded the types of breaches that fall outside our liability cap to include breaches of our Privacy Policy obligations, not just the Agreement itself. This is a protection in your favour.

6 Letter of Offer

Your Annual Access Fee and other agreed fees and inclusions are now formally documented in your Letter of Offer (or equivalent documentation, such as your renewal notice), which forms part of this Agreement.

7 Clarity for New Zealand customers

We've confirmed that nothing in this Agreement limits or excludes any mandatory New Zealand law that applies to you, including the *Privacy Act 2020 (NZ)* and the *Consumer Guarantees Act 1993 (NZ)*.

8 Electronic signatures

We are explicit that this Agreement can be signed electronically, with the same effect as a handwritten signature.

This summary is a plain-English guide to the changes. The SmartyGrants Agreement itself is the authoritative document. If you have questions, contact us at service@smartygrants.com.au.