

PRIVACY POLICY

Effective Date: September 23, 2026

Last Updated: September 23, 2026

Guvrix ("Guvrix," "we," "us," or "our") respects the privacy of our customers, users, website visitors, and other individuals who interact with us.

This Privacy Policy explains how Guvrix LLC collects, uses, stores, shares, and protects personal information in connection with the Guvrix website, software platform, applications, subscriptions, communications, and related services (collectively, the "Services").

This Privacy Policy should be read together with the Guvrix Terms of Service and, where applicable, any Data Processing Agreement ("DPA") or other agreement between Guvrix and a Customer.

1. Scope

This Privacy Policy applies to personal information that Guvrix collects or processes when individuals:

- visit the Guvrix website;
- create or use a Guvrix account;
- subscribe to the Services;
- use Guvrix governance and compliance tools;
- communicate with Guvrix;
- request information or support;
- participate in demonstrations, surveys, or other activities;
- receive communications from Guvrix; or
- otherwise interact with the Services.

"Personal information" or "personal data" generally means information relating to an identified or identifiable individual.

Information relating solely to an organization and which does not identify an individual may not constitute personal information under applicable law.

2. Information We Collect

Depending upon how you interact with Guvrix, we may collect the following categories of information.

A. Account and Contact Information

This may include:

- name;
- business email address;
- telephone number;
- job title;
- organization name;
- account username;
- business address; and
- other contact information you provide.

B. Organization and Governance Profile Information

Customers may provide information about their organization so that Guvrix can provide more relevant governance assessments, recommendations, and guidance.

This may include information such as:

- industry;
- type of business;
- approximate organization size;
- number of employees;
- countries or regions of operation;
- products or services offered;
- organizational structure;
- number of management levels;
- whether the organization has a board of directors;
- ownership structure;
- regulatory environment;
- governance practices;
- operational characteristics; and
- other organizational characteristics relevant to governance and compliance.

Guvrix generally intends this information to describe the organization, rather than particular individuals.

Customers should avoid entering unnecessary personal or sensitive information when organizational information is sufficient.

C. Governance Assessment Information

When Customers use Guvrix, we may process information including:

- questionnaire responses;
- assessment results;
- governance gaps;
- risk ratings or scores;
- compliance information;
- selected controls;
- corrective actions;
- implementation status;

- comments and notes;
- reports;
- uploaded or generated documents; and
- other information entered into the Services.

Some of this information may constitute personal information if it identifies or relates to an individual.

D. Payment and Subscription Information

Guvrix uses third-party payment providers and merchants to process subscription purchases and payments, which may include Stripe, PayPal, and Paddle.

These providers may collect and process payment information such as:

- payment card information;
- bank or payment-account information;
- billing address;
- payer name;
- transaction information; and
- other information required to process a payment.

Guvrix does not need to receive or store complete payment-card details when payments are processed through these providers.

Guvrix may receive information necessary to administer the Customer's subscription, such as:

- Customer or payer name;
- business or billing contact information;
- payment status;
- subscription status;
- transaction identifier;
- invoice information;
- payment date;
- amount paid;
- currency;
- renewal information; and
- limited payment-related information made available by the applicable provider.

Payment providers process information under their own privacy policies, terms, and legal obligations.

Where Paddle acts as Merchant of Record, the Customer's purchase may be processed and sold through Paddle rather than directly by Guvrix.

E. Website and Technical Information

When you visit or use the Services, certain technical information may be collected automatically, such as:

- IP address;
- browser type;
- device type;
- operating system;
- pages viewed;
- login activity;
- date and time of access;
- referring pages;
- approximate geographic location derived from technical information;
- system activity; and
- diagnostic, security, and performance information.

F. Communications

If you contact Guvrix, we may retain information contained in communications, including:

- emails;
- support requests;
- feedback;
- inquiries;
- demonstration requests; and
- other correspondence.

3. How We Use Information

Guvrix may use personal information to:

- provide and operate the Services;
- create and administer accounts;
- authenticate users;
- provide governance assessments and recommendations;
- customize Services and guidance according to organizational characteristics;
- generate reports, checklists, templates, guidance, and other requested outputs;
- administer subscriptions and payments;
- provide customer support;
- respond to questions and requests;
- maintain and improve the Services;
- diagnose technical problems;
- protect the security and integrity of the Services;
- detect or prevent fraud, misuse, or unauthorized access;
- communicate important Service information;
- maintain business and accounting records;
- comply with legal and regulatory requirements;
- enforce our agreements and protect our legal rights; and
- perform other purposes disclosed when information is collected.

4. AI-Assisted Features

Certain Guvrix features, including AI Assistant, may use artificial intelligence, machine learning, or automated analysis to provide enhanced governance and compliance guidance.

Guvrix uses OpenAI as an artificial intelligence service provider for certain AI-assisted features. When a Customer uses these features, limited Customer Data may be securely transmitted to and processed by OpenAI through its business/API services for the purpose of generating the requested output.

AI-assisted features may be used to:

- expand governance guidance;
- analyze governance gaps;
- generate suggested controls;
- customize recommendations based on an organization's Governance Profile;
- create checklists, policies, procedures, templates, reports, or other materials; and
- explain assessment results.

Guvrix seeks to minimize the Personal Data transmitted to AI services and encourages Customers not to submit unnecessary Personal Data or sensitive information when using AI-assisted features.

Guvrix does not permit Customer Data submitted to OpenAI through Guvrix to be used to train or improve OpenAI's general-purpose AI models. OpenAI's business/API services do not use Customer inputs or outputs for model training by default unless the customer expressly opts into such data sharing. Guvrix does not opt in to such use.

OpenAI may process and retain information as necessary to provide its services, maintain security, prevent abuse, comply with applicable law, and perform other activities permitted under its applicable business terms and data-processing arrangements.

Guvrix remains responsible for selecting and configuring its AI service providers consistent with Guvrix's contractual and data-protection obligations.

AI-generated outputs may contain errors, omissions, outdated information, or recommendations that are inappropriate for a particular organization or circumstance. Customers should apply appropriate human review and professional judgment before relying upon or implementing AI-generated outputs.

5. Legal Bases for Processing

Where applicable law requires Guvrix to identify a legal basis for processing personal information, Guvrix may rely upon one or more of the following:

- **Performance of a contract** – where processing is necessary to provide the Services or administer a subscription;

- **Legitimate interests** – where processing is reasonably necessary to operate, secure, improve, and support Guvrix or conduct legitimate business activities;
- **Consent** – where an individual has provided consent for a particular processing activity;
- **Legal obligations** – where processing is necessary to comply with applicable laws, regulations, court orders, tax requirements, or other legal obligations; and
- **Protection of legal rights** – where processing is necessary to establish, exercise, or defend legal claims.

Where consent is the applicable legal basis, individuals may withdraw consent subject to applicable law.

6. When Guvrix Acts on Behalf of a Customer

For certain information entered into the Services by a Customer, the Customer may determine why and how personal information is processed.

In these circumstances, the Customer may act as the data controller or equivalent responsible party, and Guvrix may act as its data processor or service provider.

If your personal information was submitted to Guvrix by your employer or another organization using Guvrix, you may need to direct certain privacy requests to that organization.

Guvrix will reasonably assist Customers with applicable privacy obligations as required by law and applicable contractual arrangements.

Where appropriate, these responsibilities may be further addressed in a Guvrix DPA.

7. How We Share Information

Guvrix does not sell personal information to third parties for monetary consideration.

Guvrix may share or make information available in the following limited circumstances.

A. Service Providers

Guvrix may use third-party service providers to operate its business and provide the Services, including providers of:

- cloud hosting;
- data storage;
- cybersecurity;
- email and communications;
- customer support;
- analytics;
- software development and infrastructure;
- artificial intelligence services; and

- other technical or business services.

Such providers may process information only as necessary to provide their services, subject to applicable contractual and legal requirements.

B. Payment Providers and Merchants

Information may be exchanged with payment and commerce providers such as Stripe, PayPal, and Paddle to:

- process purchases;
- manage subscriptions;
- issue invoices or receipts;
- process refunds;
- prevent fraud;
- handle disputes and chargebacks; and
- comply with financial, tax, and legal requirements.

These companies may independently process certain information according to their own privacy policies and legal obligations.

C. Legal and Regulatory Requirements

Guvrix may disclose information where reasonably necessary to:

- comply with applicable law;
- respond to lawful government or regulatory requests;
- comply with court orders or legal processes;
- investigate fraud or illegal activity;
- protect the security of the Services;
- enforce contractual rights; or
- protect the rights, property, or safety of Guvrix, its Customers, users, or others.

D. Corporate Transactions

If Guvrix is involved in a merger, acquisition, financing, restructuring, sale of assets, or similar business transaction, information may be disclosed to relevant advisers, prospective purchasers, investors, or other parties subject to appropriate confidentiality protections.

If ownership of Guvrix changes, personal information may be transferred as part of that transaction subject to applicable law.

E. At the Customer's Direction

Guvrix may disclose information where a Customer or user directs or authorizes us to do so.

8. We Do Not Sell Personal Information

Guvrix currently does not sell personal information to data brokers, advertisers, marketing companies, or other third parties.

Guvrix also does not intend to use Customer governance assessment information as a commercial product for sale to third parties.

If Guvrix's practices materially change in the future, this Privacy Policy will be updated and any consent or notice required by applicable law will be provided.

9. Aggregated and De-Identified Information

Guvrix may create aggregated or de-identified information that does not reasonably identify an individual or Customer.

Such information may be used to:

- analyze Service performance;
- improve Guvrix;
- understand governance trends;
- develop new functionality;
- improve assessment methodologies;
- conduct statistical analysis; and
- produce benchmarking or research information.

Guvrix will not intentionally use aggregated or de-identified information to re-identify individuals.

Where benchmarking or aggregated analysis involves Customer information, Guvrix should use reasonable measures designed to prevent identification of individual Customers unless the Customer has authorized identification.

10. Cookies and Similar Technologies

Guvrix may use cookies and similar technologies to operate and improve its website and Services.

These technologies may be used for:

- authentication;
- account security;
- remembering user preferences;
- maintaining sessions;
- measuring website performance;
- understanding Service usage; and
- improving functionality.

Where required by applicable law, Guvrix will request appropriate consent before using non-essential cookies.

Users may also control certain cookies through their browser settings.

11. Marketing Communications

Where permitted by applicable law, Guvrix may send Customers and prospective Customers information about Guvrix products, Services, governance resources, or related developments.

Recipients may unsubscribe from marketing emails using the unsubscribe mechanism included in those communications or by contacting Guvrix.

Service-related communications, such as security notices, subscription information, account notifications, and material changes to the Services, are not marketing communications and may still be sent where necessary.

12. Data Retention

Guvrix retains personal information only for as long as reasonably necessary for the purposes for which it was collected, including to:

- provide the Services;
- maintain Customer accounts;
- meet contractual obligations;
- maintain appropriate business and financial records;
- resolve disputes;
- enforce agreements;
- prevent fraud or abuse; and
- comply with legal, tax, accounting, regulatory, and security requirements.

Retention periods may vary depending upon the nature of the information and applicable legal requirements.

Following expiration or termination of a subscription, Customer Data may be retained for a limited period to permit recovery or export and then deleted or anonymized in accordance with Guvrix's retention practices, except where continued retention is legally required.

13. Information Security

Guvrix uses reasonable administrative, technical, and organizational safeguards designed to protect personal information against:

- unauthorized access;
- unauthorized disclosure;
- loss;
- misuse;
- alteration; and
- destruction.

Security measures may include, as appropriate, access controls, authentication, encryption, backups, logging, monitoring, secure hosting, vulnerability management, and limitations on personnel access.

No electronic system or internet transmission can be guaranteed to be completely secure.

Customers are responsible for protecting their account credentials and maintaining appropriate security over their own systems, devices, networks, and authorized users.

14. Data Breaches and Security Incidents

Guvrix maintains procedures designed to identify, assess, respond to, and mitigate security incidents involving personal information.

Where a security incident creates notification obligations under applicable law or contractual requirements, Guvrix will provide required notifications to affected Customers, individuals, regulators, or other appropriate parties within applicable timeframes.

15. International Data Transfers

Guvrix may use service providers or infrastructure located in countries other than the country where a Customer or user is located.

As a result, personal information may be transferred to and processed in other countries.

Where applicable data-protection law requires safeguards for international transfers, Guvrix will use appropriate mechanisms intended to provide legally required protection.

Depending upon the circumstances, these may include contractual safeguards, adequacy mechanisms, legally recognized transfer arrangements, or other permitted mechanisms.

16. Privacy Rights

Depending upon where an individual is located and applicable law, the individual may have rights concerning personal information, which may include the right to:

- request access to personal information;
- request correction of inaccurate information;
- request deletion of information;
- request restriction of certain processing;
- object to certain processing;
- withdraw consent where processing is based on consent;
- request portability of certain information;
- opt out of certain marketing communications;
- obtain information about how personal information is processed; and
- lodge a complaint with an applicable data-protection authority.

These rights are not absolute and may be subject to legal exceptions.

Guvrix may need to verify the identity and authority of a person making a request before responding.

17. Privacy Requests

Requests concerning personal information may be submitted to:

Email: privacy@guvrix.com

Please provide enough information for Guvrix to identify the relevant account or information and understand the request.

If Guvrix processes the relevant information solely on behalf of a Customer, Guvrix may refer the request to that Customer or assist the Customer in responding.

Guvrix will respond within the timeframe required by applicable law.

18. Regional Privacy Requirements

Because Guvrix may serve Customers internationally, additional privacy rights or obligations may apply depending upon the jurisdiction.

These may include requirements under privacy and data-protection laws applicable to the United States, European Economic Area, United Kingdom, Africa, India, Israel, and other jurisdictions in which Guvrix or its Customers operate.

Where mandatory local privacy requirements conflict with this Privacy Policy, applicable law will control.

Guvrix may provide additional regional notices or contractual terms where appropriate.

19. Children

The Guvrix Services are designed for businesses and organizations and are not directed to children for personal use.

Guvrix does not knowingly solicit personal information directly from children through its general website or standard business subscription process.

Customers using Guvrix in environments involving children or minors are responsible for ensuring that their use complies with applicable privacy, safeguarding, consent, and data-protection requirements.

Customers should not enter children's personal information into Guvrix unless such processing is necessary, lawful, appropriately protected, and permitted under the applicable Services and agreement.

20. Third-Party Websites and Services

The Guvrix website or Services may contain links to third-party websites, integrations, or services.

Guvrix does not control the privacy practices of independent third parties.

Users should review the privacy policies of third-party services before providing personal information to them.

21. Changes to This Privacy Policy

Guvrix may update this Privacy Policy periodically to reflect:

- changes to the Services;
- new technologies or features;
- changes in information-processing practices;
- changes in service providers; or
- legal or regulatory developments.

The "Last Updated" date at the beginning of this Policy will indicate when it was most recently revised.

Where required by law, Guvrix will provide additional notice or obtain consent before making material changes affecting the processing of personal information.

22. Relationship to the Terms of Service

This Privacy Policy forms part of the privacy framework applicable to use of the Guvrix Services and should be read together with the Guvrix Terms of Service.

If Guvrix and a Customer enter into a separate DPA governing Guvrix's processing of Customer personal data, the DPA will govern that processing to the extent of any conflict concerning data-protection obligations.

A separately executed agreement between Guvrix and a Customer may also establish additional privacy, confidentiality, security, or data-handling obligations.

23. Contact Guvrix

Questions, concerns, or requests concerning this Privacy Policy or Guvrix's privacy practices may be directed by email to: privacy@guvrix.com.

Where required by applicable law, Guvrix will also provide contact information for any designated Data Protection Officer, privacy representative, or other legally required privacy contact.