

SOFTWARE AS A SERVICE (SAAS) AGREEMENT

Exhibit B - Privacy Policy

This Privacy Policy describes how **r-daniel** collects, uses, and discloses personal data and any choices you have concerning this personal data. By using the Service, You agree to the collection and use of the information under this Privacy Policy.

1. Interpretation and Definitions

Interpretation: The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or plural.

Definitions: For the purposes of this Privacy Policy:

- Affiliate shall mean an entity that controls is controlled by or is under common control with a party, where control means ownership of 50% or more of the shares, equity interest, or other securities entitled to vote for the election of directors or other managing authority.
- Device shall mean any device for establishing any contact, or that can access **r-daniel's** Website or Service, such as a computer, a cellphone, or a digital tablet.
- Organization shall mean the legal entity that grants individuals access to an Organization Account and on behalf of which You are accessing or using the Service. Your Organization controls which content is published in the Service, which User Accounts and related Personal Data are created or removed, what roles are available, how users and passwords are assigned or removed, and which settings are configured.
- Organization Account shall mean the URL with **r-daniel's** SAAS access for your Organization.
- Personal Data shall mean any information related to an identified or identifiable natural (living) person, including names, dates of birth, photographs, video footage, email addresses, telephone numbers, and other information such as IP addresses and communications content.
- **r-daniel** (referred to as We, Us, or Our in this document) shall refer to the company **r-daniel**. **r-daniel** controls the storage and processes the information, and grants access to individual accounts with active users and passwords, only at Your Organization's request.
- Service shall mean **r-daniel's** SAAS service for the Organization Account.
- Service Provider shall mean any natural or legal person who processes the data on behalf of **r-daniel**. It refers to third-party companies or individuals employed by **r-daniel** to facilitate the Service, for example, to provide virtual computing and storage services, to provide the Service on behalf of **r-daniel**, to perform services related to the Service, or to assist **r-daniel** in analyzing how the Service is used.
- Usage Data shall mean data collected automatically in the Organization Account, either generated using the Service or from the Service infrastructure.

- User Account shall mean a unique user with a password created for You to access the Organization Account.
- You shall mean the individual accessing or using the Service with the authorization of the Organization.

2. Applicability of this Privacy Policy

This Privacy Policy applies to the Service, and r-daniel's Web page, and other interactions (e.g., customer support) you may have with r-daniel directly or through a distributor, including processing any content submitted through our Services.

This Privacy Policy reference to Personal Data does not apply to the SAAS; privacy, confidentiality, and usage of the SAAS database data are defined in the Terms and Conditions document.

The security of Your Data is important to Us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While We strive to use commercially acceptable means to protect Your Data, We cannot guarantee its absolute security.

3. Types of Personal Data Collected

- Organization, personal, and account data outside the SAAS: To manage the company account, You or Your Organization supply Us with the names and last names, roles, locations, email addresses, phone numbers, of those in charge of payments or support relation, as well as billing details such as credit card information, banking information, and/or a billing address.
- Names and user codes in the SAAS: To create or update accounts, You or Your Organization may include names and last names, and define a user code. If You or Your Organization prefers to exclude personal names, a different identification for each user can be used using letters and numbers.
- Connection Data: Connection Data may be collected automatically when using the Service. Usage Data may include information such as IP addresses, browser type, browser version and configuration, language preferences, type of device, unique device identifier, operating system, device settings, functions of our Service that You use, time and date of Your visits, time spent on the Service, and other diagnostic data. As we don't have a relationship between which user code corresponds to a specific person, this data is not considered Personal Data.
- Call data and emails. Our support team may record conferences or phone calls with users for quality assurance. You will be notified of this when a recording is made and can request that We do not record these calls; some relevant information may be reported in a ticket system for quality assurance purposes. If you send us an email including your personal data, you authorize us to store that data, as emails are stored for quality assurance purposes. Personal data won't be transmitted, shared with third parties or used for a purpose other than to provide the services and quality assurance.

4. Use of Your Personal or Connection Data

We may use Personal or connection Data you shared with us for the following purposes:

- To provide, update, maintain, and protect our Services and business, including monitoring the usage of our Services, identifying usage trends and other activities, determining the effectiveness of actions and functions, preventing or addressing service errors, security or technical issues, and improving our Service.
- To provide services if a function requires sharing your Personal Data with other authorized users in Your Organization.
- To manage the Organization Account and Your User Account.
- To manage Your requests to Us, if you are the authorized person from your Organization to contact us.
- To contact You by email, phone calls, SMS, or other equivalent forms of electronic communication regarding updates, technical, administrative, or informative communications related to the functionalities, changes to the services, and other Services-related notices. These communications are considered part of our Services to You.
- To investigate and help enforce our rights, prevent or investigate possible wrongdoing in connection with the Service, and prevent fraud, security issues, and abuse.
- To research, to improve our Services and troubleshoot new add-ons and features, including customer satisfaction, user experience, involvement and participation in communities, and other surveys.
- To develop, test, and provide new features, including making suggestions based on historical use and predictive models, and customize the Services.
- As required by applicable law, legal process, or regulation.
- If r-daniel is involved in a merger, acquisition, or asset sale, Your Personal Data may be transferred. We will provide notice before Your Personal Data is transferred and becomes subject to a different Privacy Policy. You can request to delete Your Personal data before transferring it.

We may share Your personal information in the following situations:

- With authorities in order to comply with a legal obligation, subject to applicable law.
- With Service Providers to monitor and analyze the use of our Service, in which case we will require those third parties to honor this Privacy Policy. You can request to delete Your Personal data before transferring it.
- With Our affiliates for business continuity purposes, in which case we will require those affiliates to honor this Privacy Policy.
- With other authorized users in Your Organization.
- We may disclose Your personal information for any other purpose with Your consent.

5. Retention and deletion of Personal Data

We will retain Personal Data only for as long as necessary for the purposes set out in this Privacy Policy. We will retain and use Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies. We will also retain Usage Data for internal analysis purposes.

You maintain all your rights related to Your personal data, including accessing, correcting, limiting, or denying treatment, data portability, and data deletion.

You have the right to request that We assist in deleting the Personal Data that We have collected about You; You must send us such requests through Your Company's authorized person of contact. There are certain exemptions where we may refuse an erasure request, for example, when we have a legal obligation or lawful basis. Where we rely on an exemption, we will inform you about this.

Please note that deleting Personal Data may result in an account's deletion or de-identification. Please don't share any Personal Data if you don't want its deletion to cause any disruption; You can use another type of identification that is not personal to create user accounts.

6. Transfer of Your Personal Data

Your information, including Personal Data, is processed at r-daniel 's operating offices and in any other places where the parties involved in the processing are located. This means that this information may be transferred to — and maintained on — computers outside Your state, province, country, or other governmental jurisdiction where the data protection laws may differ from yours.

Your consent to this Privacy Policy, followed by Your submission of such information, represents Your agreement to that transfer.

r-daniel will take all steps reasonably necessary to ensure that Your data is treated securely and under this Privacy Policy. The transfer of Your Personal Data will only occur to an organization or a country if there are adequate controls, including the security of Your data and other personal information.

For EU Customers, the additional terms apply as set forth in [Exhibit D](#).

7. Security of Your Personal Data

r-daniel takes the security of personal data very seriously, protecting it from loss, misuse, and unauthorized access or disclosure, with at least the same degree of care we use to protect our own confidential information. But remember that no method of transmission over the Internet or method of electronic storage is 100% secure. While We strive to use commercially acceptable means to protect Your Personal Data, We cannot guarantee that it will be absolutely safe from intrusion by others.

8. Changes to this Privacy Policy

We may update Our Privacy Policy from time to time. We will notify You of any relevant changes by posting the new Privacy Policy on this page. We will inform You via email or a prominent notice on Our Service before the change becomes effective and update the Last updated date at the top of this Privacy Policy. If you disagree with the changes to this Privacy Notice, you should inform Your Company and deactivate your account.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when posted on the Service.

9. Contact Us

If you have any questions about this Privacy Policy or complaints or would like to exercise your rights concerning your personal data, please contact by email: privacy@r-daniel.ai

Document change history

Version	Description	Date	By
1.0	First version	10/12/2023	Cristina Sarmiento
2.0	Clarifications to the terms	01/09/2024	Cristina Sarmiento
3.0	Clarifications to the terms	09/27/2024	Cristina Sarmiento
4.0	Clarification about Personal data and other terms	10/24/2024	Cristina Sarmiento