

Betterteam Privacy Policy

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This Privacy Policy explains how Tecturelab, Inc., doing business as Betterteam (“**Betterteam**,” “**we**,” “**us**,” or “**our**”), collects, uses, discloses, stores, and otherwise processes personal information through our websites, web and mobile applications, workforce analytics platform, communications, and related services (collectively, the “**Services**”).

It also explains the choices and rights that may be available to you. “Personal information” includes “personal data” and similar terms defined by applicable privacy laws.

Privacy at a glance

Topic	Summary
Who controls workforce information?	The employer or organization that provides your Betterteam account (the “ Employer ”) generally determines why and how workforce information is used. Betterteam generally processes that information for the Employer as its processor, personal information processor, or service provider.
What does Betterteam process?	Account and contact details, employment and organizational data, employee-experience inputs, survey responses, usage and device data, support communications, and analytics or inferences such as engagement indicators and attrition-risk predictions. The exact data depends on the Employer’s configuration.
Why is it processed?	To operate and secure the Services, provide workforce analytics, predict retention or attrition risk, quantify potential impact, recommend or deliver configured interventions, support users, comply with law, and improve Betterteam as contractually and legally permitted.
Who receives it?	Authorized Employer personnel, Betterteam personnel, approved service providers and subprocessors, configured integration partners, and authorities or transaction parties when legally necessary.
Is information sold?	Betterteam does not sell personal information or share it for cross-context behavioral advertising as those terms are defined under applicable U.S. state privacy laws.
Are employment decisions automated?	Betterteam provides predictions and recommendations. It does not make final employment decisions. Employers must not use Betterteam outputs as the sole basis for significant employment decisions unless clearly disclosed, specifically assessed, and permitted by law.
How long is information kept?	Only as long as needed for the purposes described here, the Employer’s documented instructions, contractual requirements, and legal or security obligations. Specific periods or criteria appear in Section 12.
How can you exercise rights?	Workforce users should generally contact their Employer first or contact Betterteam at privacy@betterteam.com

1. Scope

This Privacy Policy applies to:

- employees, contractors, applicants, and other workforce members whose Employer uses Betterteam (“**Workforce Users**”);
- Employer administrators, managers, authorized dashboard users, and business representatives;
- visitors to Betterteam websites;
- people who request a demonstration, attend an event, subscribe to communications, or otherwise interact with Betterteam; and
- people who contact our support, privacy, security, sales, or other teams.

This Policy does not govern an Employer’s independent privacy practices or third-party products and websites that Betterteam does not control. Employers and third parties should provide their own privacy notices.

2. Our privacy roles

When Betterteam acts for an Employer

For workforce information processed to provide Services to an Employer, the Employer generally acts as the **controller**, **personal information controller**, or **business** because it determines the purposes and essential means of processing. Betterteam generally acts as the Employer’s **processor**, **personal information processor**, or **service provider** under a written agreement.

The Employer decides matters such as which workforce members participate, what information is provided or connected, which features are enabled, who may access reports, what interventions are deployed, the lawful basis for employment-related processing, and how outputs are used. Betterteam processes that information according to the Employer’s documented instructions, our agreement with the Employer, and applicable law.

Questions about an Employer’s purposes, lawful basis, access permissions, or employment decisions should be directed to that Employer. Betterteam will assist the Employer with privacy requests and compliance obligations as required.

When Betterteem acts independently

Betterteem may act as an independent controller, personal information controller, or business when it determines the purposes of processing, including for:

- managing website visitors, prospects, customer representatives, and direct business relationships;
- administering Betterteem accounts and authentication where we determine the relevant means;
- service, security, legal, transactional, and policy communications;
- fraud prevention, security monitoring, abuse prevention, and protection of rights;
- complying with legal obligations and responding to lawful requests;
- managing product feedback and support; and
- producing and using aggregated or de-identified information in accordance with law and our contracts.

The role allocation may vary for a particular activity or jurisdiction. Contact us if you need information about our role for a specific processing activity.

3. Personal information we collect

The categories below describe information we may process. We do not necessarily collect every category about every person.

A. Identity, account, and contact information

Name, preferred name, employee or user identifier, work or personal email address, telephone number, profile details, username, authentication information, Employer, and account status.

B. Employment and organizational information

Job title, role, department, team, manager, work location, employment type and status, schedule or shift, tenure, start or separation date, attendance or absence data, performance information, compensation band, benefits eligibility, organizational changes, and similar workforce records supplied or authorized by the Employer.

C. Employee-experience and participation information

Survey responses, feedback, sentiment, preferences, stated goals, engagement, program participation, recognition, rewards, benefits, communications, acknowledgments, resource use, and intervention history.

D. Analytics, predictions, and inferences

Scores, segments, trends, recommendations, engagement indicators, predicted attrition or retention risk, drivers or contributing signals, and estimates of financial or operational impact generated from available information.

E. Device, usage, and technical information

IP address, browser and device type, operating system, device identifiers, language, approximate location derived from IP, referring URLs, pages or screens viewed, clicks, access times, session activity, crash data, diagnostics, cookies or similar technologies, and audit and security logs.

F. Communications and support information

Messages, support requests, call or meeting details, survey comments, feedback, inquiries, attachments, and records of our communications with you. We will provide notice or obtain consent before recording calls where required.

G. Transaction and business information

For Employer representatives and vendors: business contact details, subscription and contract information, billing status, payment-related records, procurement data, and business correspondence. Payment card details may be processed directly by an authorized payment provider rather than Betterteem.

H. Sensitive personal information

Some jurisdictions treat health information, government identifiers, precise geolocation, account credentials, biometric data, racial or ethnic origin, religious or political beliefs, union membership, sexual orientation, and similar information as sensitive or specially protected.

Betterteam does not intentionally require sensitive personal information unless a configured feature has a specific, lawful need for it. Do not submit sensitive information unless expressly requested through an approved feature. Where sensitive information is intentionally processed, the Employer and Betterteam will apply additional notice, lawful-basis, access, security, and choice requirements.

I. De-identified and aggregated information

We may create information that is aggregated or de-identified so that it is not reasonably capable of being linked to an individual. Where required by law, we maintain this information in de-identified form, take reasonable measures to prevent re-identification, and do not attempt to re-identify it except to test the effectiveness of de-identification or as otherwise permitted by law.

4. Where personal information comes from

We may receive personal information:

- **from you**, including through account setup, surveys, feedback, forms, communications, and use of the Services;
- **from your Employer**, including its human resources, workforce-management, payroll, attendance, performance, identity, communications, or other authorized systems and personnel;
- **automatically**, through your device and interaction with the Services;
- **from integrations**, partners, or other services authorized by you or the Employer;
- **from Betterteam customers, prospects, vendors, and business partners**; and
- **from public or professional sources**, such as a company website or professional profile, where lawfully used for business communications.

If an Employer provides information about you, it is responsible for establishing a lawful basis and providing any notice required for that disclosure and its intended use.

5. How and why we use personal information

We may process personal information for the purposes below, subject to our role, the Employer's instructions, and applicable law.

Purpose	Examples of information involved	Typical legal basis where required
Provide and administer the Services	Identity, account, employment, organizational, participation, device, and support information	Employer's lawful basis; performance of a contract; legitimate interests; legal obligation
Workforce analytics and forecasting	Employment, organizational, employee-experience, usage, and inference data	Determined primarily by the Employer; legitimate interests or another employment-law basis; consent only where freely given and appropriate
Recommend or deliver interventions	Contact, preference, engagement, program, and inference data	Employer's lawful basis; performance of a contract; legitimate interests; consent for genuinely optional features where required
Secure and troubleshoot the Services	Account, device, usage, logs, and communications	Legitimate interests; contract; legal obligation
Provide support and communicate	Contact, account, support, and service-use information	Contract; legitimate interests; consent where required
Improve and develop Betterteam	Usage, diagnostics, feedback, and aggregated or de-identified data; identifiable Employer data only when contractually authorized and legally permitted	Legitimate interests; contract; consent where required
Conduct business operations	Business contacts, transaction, procurement, and communications data	Contract; legitimate interests; legal obligation
Comply with law and protect rights	Any relevant category	Legal obligation; legitimate interests; establishment or defense of legal claims

Legal bases vary by jurisdiction and circumstance. When Betterteam acts as a processor, the Employer is primarily responsible for identifying and communicating the applicable legal basis.

We do not rely on Workforce User consent for necessary employment-related processing where consent would not be freely given. If consent is appropriate for an optional feature, it will be requested separately and may be withdrawn without affecting prior lawful processing.

We do not use identifiable Employer workforce information to train shared or general-purpose artificial intelligence models unless the Employer has expressly authorized that use, an appropriate legal basis and notice exist, and contractual safeguards permit it.

We will not use personal information for a materially incompatible purpose without providing any notice or choice required by law.

6. Workforce analytics, profiling, and automated processing

Betterteam uses statistical methods and artificial intelligence to analyze workforce patterns and may estimate attrition or retention risk, identify contributing signals, quantify potential impact, and recommend or deploy configured retention, engagement, recognition, benefit, communication, or other interventions.

Depending on the Employer's configuration, relevant inputs may include tenure, role, team, schedule, attendance, employee-experience responses, engagement, participation, organizational events, and related workforce signals. The specific inputs and their relative importance may change as models are tested and updated. Betterteam and the Employer should provide meaningful information about the main factors used for a particular deployment where required by law.

These outputs are probabilistic estimates. They may be incomplete or inaccurate and do not establish why a person will or will not leave an Employer. Betterteam does not make final employment decisions. Employers are instructed not to use Betterteam outputs as the sole basis for hiring, termination, discipline, promotion, compensation, or another decision producing legal or similarly significant effects, unless the use has been clearly disclosed, specifically assessed, and is lawful.

Betterteam maintains or supports governance measures appropriate to the processing risk, which may include access controls, documentation, data-quality checks, performance monitoring, bias and disparate-impact testing, human oversight, audit logs, and channels to question or correct outputs.

Where applicable law provides rights concerning profiling or automated decision-making, you may request relevant information, object or opt out where applicable, ask for human review, express your point of view, and challenge a decision. Contact your Employer or use the process in Section 14.

7. Surveys, confidentiality, and anonymity

The interface or related notice will state whether a survey or response is identifiable, confidential, pseudonymous, or anonymous and who may receive it.

- **Identifiable** means authorized recipients may see that a response came from you.
- **Confidential** means access is restricted, but the response may still be linked to you.
- **Pseudonymous** means direct identifiers are replaced or separated, but authorized parties may be able to reconnect the response to you.
- **Anonymous** means the response is not reasonably capable of being linked to you.

Betterteam will not describe information as anonymous if Betterteam or the Employer can reasonably re-identify it. Aggregated reports may use minimum-group thresholds or suppression rules to reduce identification risk. Free-text responses can reveal identity through their contents, even if direct identifiers are hidden.

8. Cookies and similar technologies

We and authorized providers may use cookies, local storage, software development kits, pixels, and similar technologies to:

- enable essential functionality, authentication, and security;
- remember preferences;
- understand performance and usage;
- diagnose errors and improve the Services; and
- measure business communications or website campaigns where permitted.

Non-essential technologies will be used only with any notice and choice required by law. You may manage available preferences through Cookie Settings and your browser or device settings. Blocking essential technologies may prevent parts of the Services from working.

For details about each technology, provider, purpose, duration, and category, see Cookie Notice. We do not permit third parties to use Workforce User activity in the authenticated Services for cross-context behavioral advertising.

9. How we disclose personal information

We may disclose personal information as follows:

Employers and authorized users. We provide workforce information, reports, alerts, scores, trends, and recommendations to the Employer and users it authorizes, subject to configured roles and permissions.

Service providers and subprocessors. We engage providers for infrastructure hosting, security, communications, customer support, analytics, identity, product operations, and other functions. They may process information only for contracted purposes and are subject to confidentiality, privacy, and security obligations. A current list is available at <https://www.betterteam.com/policies/subprocessor>.

Integrations and partners. We disclose information to integrations or partners when directed by the Employer, requested by you, or necessary to provide a jointly configured feature. Third-party services may independently process information under their own privacy notices.

Affiliates and personnel. Betterteam personnel and affiliates may access information where reasonably necessary for their work and subject to role-based access and confidentiality obligations.

Legal, safety, and rights protection. We may disclose information when we reasonably believe disclosure is required by law or valid legal process, or necessary to protect the rights, security, and safety of Betterteam, an Employer, users, or others. Where legally permitted, we seek to notify the affected Employer before disclosing Employer-controlled information.

Corporate transactions. Information may be disclosed to advisers, counterparties, or a successor in connection with financing, due diligence, merger, acquisition, reorganization, sale of assets, or similar transaction, subject to appropriate confidentiality and legal safeguards.

Betterteam does not sell personal information or share it for cross-context behavioral advertising as defined under applicable U.S. state privacy laws. We do not disclose personal information to third parties for their own direct marketing without any consent required by law.

10. International transfers

Betterteam and its providers may process personal information outside the country where you work or live, including in the United States of America, Singapore, Japan, United Kingdom, Australia. Privacy protections may differ between countries.

Where required, Betterteam and the Employer use recognized safeguards for international transfers, which may include adequacy decisions, approved standard contractual clauses, the UK International Data Transfer Addendum or Agreement, contractual and technical safeguards, or another lawful mechanism. You may request information about applicable safeguards at privacy@betterteam.com.

For processing governed by the Philippine Data Privacy Act, outsourcing and cross-border arrangements are subject to the Employer's instructions, applicable contractual requirements, and the continuing accountability obligations of the relevant personal information controller.

11. Security

Betterteam maintains administrative, technical, physical, and organizational safeguards designed to protect personal information in light of its nature, sensitivity, processing context, and risks. These may include:

- role-based and least-privilege access controls;
- authentication and credential protections;
- encryption in transit and at rest where appropriate;
- tenant separation and environment controls;
- logging, monitoring, vulnerability management, and security testing;
- secure development and change-management practices;
- personnel confidentiality and security training;
- vendor and subprocessor risk management;
- backup, resilience, recovery, and business-continuity measures; and
- incident detection, response, investigation, and notification procedures.

No security measure eliminates all risk. If a personal data breach occurs, Betterteam will notify the Employer, affected individuals, and authorities when and as required by applicable law and contractual commitments.

12. Retention and deletion

Betterteam retains personal information only for as long as reasonably necessary for the relevant purpose, the Employer's documented instructions, our contractual commitments, and legal, security, dispute-resolution, and enforcement obligations.

Information	Proposed retention rule—verify before publication
Active Workforce User account and Employer-controlled workforce data	For the Employer subscription term, then deleted or returned within 90 days after valid instruction or contract termination, unless law or contract requires otherwise
Backups containing deleted Employer data	Isolated from ordinary use and overwritten within 60 days under the backup cycle
Security and access logs	12 months, longer if required for an active investigation or legal obligation
Support tickets and communications	12 months after closure
Employer contracts, billing, and transaction records	5 years after termination or as required by tax, accounting, and legal rules
Website prospect and marketing records	Until opt-out or 9 months after the last meaningful interaction
Privacy request records	5 years to demonstrate compliance
De-identified or aggregated information	As long as maintained in de-identified form and needed for legitimate purposes

Account deactivation does not necessarily trigger immediate deletion because the Employer may need continued access or may be legally required to retain information. When retention ends, we delete, anonymize, or securely isolate information. Residual copies may remain temporarily in protected backups and be deleted through the ordinary cycle.

13. Children

The Services are designed for workplace and business use and are not directed to children. Betterteem does not knowingly collect personal information from children below the minimum legal age applicable to the relevant Service without required authorization. If you believe a child's information was collected improperly, contact privacy@betterteem.com.

An Employer must not enroll an underage Workforce User unless the use is lawful and all required notices, authorizations, and safeguards are in place.

14. Privacy rights and requests

Depending on your location and the circumstances, you may have rights to:

- know whether and how personal information is processed;
- access or receive a copy of personal information;
- correct inaccurate or incomplete information;
- delete or erase information;
- restrict or object to processing;
- receive portable information in an appropriate format;
- withdraw consent, without affecting earlier lawful processing;
- opt out of sale, sharing, targeted advertising, or certain profiling where applicable;
- request information, human review, or a challenge process for certain automated decisions;
- appeal the denial of a request where applicable;
- be free from unlawful discrimination or retaliation for exercising a right; and
- complain to a competent privacy or data protection authority.

Rights are not absolute. An exception may apply, such as where information must be retained by law, is needed to protect rights, cannot be verified as relating to the requester, or is processed solely on an Employer's documented instructions.

Workforce Users

Because the Employer generally controls workforce information, submit requests first to your Human Resources Department. You may also submit a request via email at help@betterteem.com. Betterteem will route the request to the Employer or assist it as appropriate.

Other individuals

Submit a request via email at help@betterteem.com. We may ask for information reasonably necessary to verify identity and authority. Authorized agents may act where permitted by law, subject to verification. If we deny a request, we will explain why and describe any appeal right when required.

15. Regional disclosures

The Philippines

Where the Philippine Data Privacy Act of 2012 and its implementing rules apply, you may have rights to be informed, object, access, correct, erase or block, receive data portability where applicable, claim damages, and file a complaint with the National Privacy Commission. The relevant Employer generally acts as personal information controller for workforce processing, and Betterteem generally acts as personal information processor. Contact Bernard Santos Jr. at dpo.ph@betterteem.com or visit the National Privacy Commission at <https://privacy.gov.ph/> for information about regulatory complaints.

The European Economic Area, United Kingdom, and Switzerland

Where applicable law requires it, Section 5 describes the relevant legal bases. If processing is based on legitimate interests, those interests may include providing and securing the Services, supporting users, improving authorized features, preventing misuse, and managing business relationships, balanced against individual rights.

You may contact the appropriate supervisory authority in your country. Betterteem's representative, if required, is Bo Discarga, Chief Executive Officer, Executive Office. Our Data Protection Officer, if appointed, may be contacted at dpo.eu@betterteem.com. International transfer safeguards are described in Section 10.

The United States, including California

Subject to applicable state law and exemptions, U.S. residents may have rights to know, access, correct, or delete personal information and to opt out of sale, sharing, targeted advertising, or certain profiling. California residents may also request the categories of personal information collected, sources, business or commercial purposes, and categories of recipients. Sections 3 through 9 provide these disclosures.

Betterteem does not sell personal information or share it for cross-context behavioral advertising and therefore does not offer a sale/share opt-out link. If our practices change, we will update this Policy and provide legally required opt-out methods.

We do not use or disclose sensitive personal information for purposes that trigger a right to limit under California law. We do not provide financial incentives in exchange for personal information.

Certain employment information and business-to-business information may be subject to statutory rules, exceptions, or a different controller relationship. Submit requests through Section 14.

Other locations

Additional rights or disclosures may apply under local law. Betterteem and the Employer will provide supplemental notices where required. A supplemental notice controls if it conflicts with this general Policy for the relevant jurisdiction.

16. Business communications

We may send product, event, or business communications to customer representatives, prospects, and other business contacts as permitted by law. You may unsubscribe through the message or contact help@betterteem.com. We may still send necessary service, security, legal, and transactional communications.

Betterteem does not use authenticated Workforce User activity for unrelated direct marketing. Employer-configured program communications are sent on the Employer's instructions and should be addressed to the Employer where they concern its program.

17. Third-party services and links

The Services may contain links to or integrate with services controlled by others. Their privacy practices apply to their services. Review their notices before providing information. Betterteem is not responsible for third-party practices it does not control, except where applicable law provides otherwise.

18. Changes to this Privacy Policy

We may update this Policy to reflect changes in law, technology, the Services, or our practices. We will post the updated Policy with a revised effective date. If a change materially affects rights or how personal information is used, we will provide additional notice and obtain consent where required by law. Earlier versions are available at [Policy Archive URL or Request Method].

19. Contact us

Techturelab, Inc. (Betterteem)
1390 Market Street, Suite 200
San Francisco, CA, 94102, USA

Privacy and rights requests: dpo@betterteem.com
Data Protection Officer: Bernard Santos Jr., Head of Technology
Philippines privacy contact: dpo.ph@betterteem.com
EU representative: dpo.eu@betterteem.com
Security reports: help@betterteem.com
General support: help@betterteem.com

If your request concerns Employer-controlled workforce information or an employment decision, you should also contact your Employer's privacy, human resources, or data protection representative.

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