

Betterteam User Agreement and Privacy Notice

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Welcome to Betterteam. This User Agreement and Privacy Notice (the “**Agreement**”) explains the terms that apply when you access or use the Betterteam web or mobile application and related services (the “**Services**”). It also explains how personal information is handled when your employer or another organization sponsoring your account (the “**Employer**”) activates a Betterteam account for you.

The Services are provided by Techturelab, Inc., doing business as Betterteam (“**Betterteam**,” “**we**,” “**us**,” or “**our**”).

Please read this Agreement together with our <https://www.betterteam.com/policies/data-privacy-policy>. If there is a conflict concerning the processing of personal information, the Privacy Policy and any privacy notice provided by your Employer will control to the extent required by applicable law.

By selecting “**I Agree**” or using the Services, you acknowledge that you have read and understood this Agreement and agree to its terms. Your acknowledgment does not waive any privacy, employment, or other rights that cannot lawfully be waived. Where consent is required for a specific optional activity, we or your Employer will request it separately, and you may withdraw it as permitted by law. If you do not accept this Agreement, do not use the Services and contact your Employer about available alternatives.

1. Betterteam and your Employer

Your Employer sponsors and administers your account. Your Employer may provide information about you to Betterteam, configure the Services, determine which features are available, receive workforce insights or reports, and deactivate your account.

For personal information processed to provide the Services to your Employer, your Employer generally determines why and how that information is used and acts as the **controller, personal information controller**, or equivalent entity under applicable law. Betterteam generally processes that information for the Employer as a **processor, personal information processor**, or **service provider** under a written agreement.

Betterteam may act as an independent controller for limited purposes such as account security, fraud prevention, legal compliance, service communications, and protecting or enforcing our rights. The exact roles may vary by jurisdiction and processing activity. Your Employer’s privacy notice should explain its purposes, legal bases, and employment-related use of information. Questions about employment decisions or your Employer’s use of Betterteam data should normally be directed to your Employer.

2. What the Services do

Betterteam provides workforce analytics and employee-experience tools. Depending on your Employer’s configuration, the Services may:

- collect employee feedback, survey responses, engagement signals, and information provided through the Services;
- combine those inputs with employment, organizational, attendance, performance, tenure, or other workforce information supplied or authorized by your Employer;
- use statistical models and artificial intelligence to identify patterns, estimate attrition or retention risk, quantify potential operational or financial impact, and recommend or deploy retention, engagement, recognition, benefit, communication, or other interventions; and
- provide dashboards, scores, trends, alerts, recommendations, or reports to authorized users designated by your Employer.

Predictions, scores, and recommendations are estimates, may be incomplete or inaccurate, and should not be treated as facts about you or as the sole basis for decisions that have legal or similarly significant effects. Unless clearly disclosed to you and permitted by applicable law, Betterteam does not make final employment decisions and the Services must not be used as the sole basis for hiring, termination, discipline, promotion, compensation, or another similarly significant employment decision.

Where applicable law provides rights relating to profiling or automated decision-making, you may request meaningful information about the relevant processing, ask for human review, express your point of view, and challenge a decision. Section 8 explains how to submit a request.

3. Eligibility and account activation

You must be legally permitted to use the Services under the laws that apply to you. The Services are intended for workforce users and are not directed to children. If local law permits a person under 18 to use an employment-related service, the Employer and Betterteam will apply any required authorization or safeguards.

Your Employer may create or activate your account on your behalf. You agree to provide accurate information when asked and to keep account information current. You may not impersonate another person, create an unauthorized account, or allow another person to use your credentials.

You are responsible for taking reasonable steps to protect your password, device, and authentication credentials. Notify your Employer or Betterteam promptly at help@betterteam.com if you suspect unauthorized access, loss of credentials, or a security incident involving your account.

4. Personal information we process

Depending on the features selected by your Employer, Betterteam may process:

- **identity and contact information**, such as name, employee identifier, work email, phone number, profile information, and account credentials;

- **employment and organizational information**, such as Employer, role, department, manager, work location, schedule, tenure, employment status, attendance, performance, compensation band, benefits eligibility, or similar workforce data;
- **employee-experience information**, such as survey responses, sentiment, feedback, preferences, goals, participation, recognition, rewards, benefits, and intervention history;
- **usage and technical information**, such as device and browser type, IP address, log data, approximate location derived from IP, timestamps, interactions, and security events;
- **analytics and inferences**, such as engagement indicators, trends, segments, recommendations, and predicted attrition or retention risk; and
- **communications and support information** you provide when contacting us or using interactive features.

Please do not submit sensitive personal information—such as health information, government identification numbers, financial account credentials, precise location, biometric data, union membership, religious or political beliefs, sexual orientation, or information about race or ethnicity—unless the Services specifically request it and your Employer has confirmed a lawful need and appropriate safeguards. If a feature intentionally processes sensitive information, you will receive any additional notice or choice required by law.

5. Sources of personal information

We may receive personal information:

- directly from you;
- from your Employer and its authorized systems, administrators, managers, and service providers;
- automatically from your use of the Services; and
- from integrations or third-party services authorized by your Employer or by you.

If information is obtained from your Employer rather than directly from you, your Employer is responsible for providing any notice and establishing any lawful basis required for that disclosure and use.

6. Why personal information is processed

Subject to your Employer's instructions and applicable law, personal information may be processed to:

- create, administer, authenticate, and support accounts;
- provide, configure, maintain, and improve the Services;
- conduct workforce analytics, generate predictions and recommendations, and support employee-experience or retention programs;
- deliver communications, surveys, benefits, recognition, resources, or other interventions selected by your Employer;
- monitor performance, troubleshoot problems, protect security, prevent fraud or misuse, and maintain audit records;
- comply with law, respond to valid legal process, and establish, exercise, or defend legal claims; and
- create aggregated or de-identified information that is not reasonably capable of identifying an individual, as permitted by law.

The legal basis for processing depends on the jurisdiction and activity and may include performance of a contract, compliance with a legal obligation, legitimate interests assessed against individual rights, protection of vital interests, consent for a specific optional activity, or another basis recognized by law. Because your Employer generally determines the employment-related purposes, consult its privacy notice for the legal basis applicable to those activities.

We will not use personal information for materially incompatible purposes without providing any notice or choice required by law. Betterteem will not sell or share personal information for cross-context behavioral advertising as those terms are defined under applicable U.S. state privacy laws.

7. How information is disclosed

Personal information may be disclosed only as reasonably necessary and permitted by law to:

- your Employer and its authorized personnel, based on configured permissions;
- Betterteem affiliates and personnel who need access for their work;
- vetted service providers and subprocessors supporting hosting, security, communications, analytics, support, and other operational functions, subject to contractual safeguards;
- integration partners when authorized by your Employer or by you;
- regulators, courts, law enforcement, or other parties when required by law or reasonably necessary to protect rights, safety, and security; and
- a successor or potential successor in connection with a merger, financing, reorganization, sale of assets, or similar transaction, subject to appropriate confidentiality and legal safeguards.

We do not authorize service providers to use personal information for their own unrelated purposes. A current list of subprocessors is available at <https://www.betterteem.com/policies/subprocessor>.

8. Your privacy rights and choices

Depending on where you live, you may have the right to request access to, correction of, deletion of, restriction of, portability of, or objection to certain processing of your personal information; to withdraw consent without affecting prior lawful processing; to opt out of certain uses; and to lodge a complaint with a data protection authority. You may also have rights concerning profiling and automated decision-making, as described in Section 2.

Because your Employer generally controls employment-related information, requests about that information should first be submitted to your Employer Privacy or HR Contact or in-app request channel. You may also contact Betterteem at help@betterteem.com or at privacy@betterteem.com. We will route or assist with the request as appropriate and may need to verify your identity. Authorized agents may submit requests where permitted by law. You will not be unlawfully discriminated or retaliated against for exercising a privacy right.

You may manage available communication and privacy settings in the App. Certain service, security, and account notices are necessary and cannot be opted out of while your account remains active.

9. Data quality and employee input

You may ask that inaccurate personal information be corrected through the process in Section 8. If you submit feedback, survey responses, or other content, you are responsible for ensuring that it is lawful and does not unnecessarily disclose another person's personal or confidential information.

The Services will indicate when a response is represented as anonymous or confidential. Your Employer's configuration and privacy notice should explain who can access individual-level responses and any minimum reporting thresholds. Betterteam will not describe information as anonymous if it can reasonably be linked back to you.

10. International data transfers

Personal information may be processed in countries other than the country where you work or live, including the United States of America, Singapore, Japan, United Kingdom, Australia. Where required, the Employer and Betterteam use recognized transfer safeguards, such as adequacy decisions, approved standard contractual clauses, contractual and security measures, or other lawful transfer mechanisms. Information about applicable safeguards may be requested at privacy@betterteam.com.

11. Data retention

We retain personal information only for as long as reasonably necessary for the purposes described in this Agreement, as directed by your Employer, and to meet legal, security, dispute-resolution, and enforcement obligations. The applicable periods or criteria are described at Retention Schedule found on our Privacy Policy at <https://www.betterteam.com/policies/data-privacy-policy>.

When your account is deactivated or the Employer's service ends, personal information is deleted, returned, anonymized, or retained in accordance with the Employer's instructions, contractual commitments, backup cycles, and applicable law. Deactivation does not always result in immediate deletion. Aggregated or de-identified information may be retained where lawful and where reasonable measures prevent re-identification.

12. Security

Betterteam maintains reasonable and appropriate administrative, technical, and organizational safeguards designed to protect personal information, taking into account the nature of the information and processing risks. These may include access controls, encryption where appropriate, logging, vulnerability management, business-continuity measures, personnel controls, vendor oversight, and incident-response procedures.

No system is completely secure. If a personal data breach occurs, Betterteam will notify the Employer and affected individuals or authorities when and as required by applicable law and contractual obligations.

13. Acceptable use

You may use the Services only for authorized, lawful workplace purposes. You must not:

- violate any law, regulation, contractual duty, intellectual-property right, privacy right, or other person's rights;
- harass, threaten, deceive, discriminate against, or harm another person;
- submit malicious code or unlawful, obscene, defamatory, or harmful content;
- access another person's account or data without authorization;
- probe, scan, disrupt, overload, reverse engineer, bypass security, scrape, or attempt to obtain source code except where a restriction is prohibited by law;
- use automated means to access the Services without written authorization;
- use outputs to make unlawful discriminatory decisions or as the sole basis for a significant employment decision; or
- resell, sublicense, or commercially exploit the Services except as authorized in writing.

14. Intellectual property and user content

The Services, including their software, models, interfaces, design, documentation, and Betterteam content, are owned by Betterteam or its licensors and are protected by intellectual-property laws. Subject to this Agreement and your Employer's agreement with Betterteam, we grant you a limited, revocable, non-exclusive, non-transferable right to use the Services for authorized internal purposes while your account is active.

You retain any rights you have in content you submit. You authorize Betterteam to host, copy, process, transmit, and display that content only as necessary to provide, secure, and improve the Services, follow the Employer's lawful instructions, and meet legal obligations. This authorization ends when the content is deleted from active systems, subject to lawful retention and backup cycles.

If you voluntarily provide product feedback, Betterteam may use it without restriction or compensation, provided we do not publicly identify you without permission.

15. Third-party services

The Services may link to or integrate with third-party services. Their terms and privacy practices apply to their services. Betterteam is not responsible for third-party services that it does not control, except to the extent required by law.

16. Suspension, deactivation, and termination

Your Employer may deactivate your account, including when your employment or eligibility ends. Betterteem may suspend or restrict access when reasonably necessary to address a security risk, unlawful use, material breach, legal requirement, or threat to the Services or others. Where practicable and lawful, notice will be provided through you or your Employer.

When access ends, your right to use the Services ends. Sections that by their nature should survive—including intellectual property, disclaimers, liability limitations, dispute provisions, and lawful data-retention obligations—will remain effective.

17. Service availability and disclaimers

To the extent permitted by law, the Services are provided “**as is**” and “**as available.**” Betterteem does not guarantee uninterrupted or error-free operation or that predictions, scores, recommendations, or other outputs will be complete, accurate, or suitable for every purpose. Nothing in this Agreement excludes warranties or rights that cannot lawfully be excluded.

The Services do not provide legal, medical, financial, psychological, or employment-law advice. If an urgent safety, health, or workplace issue arises, contact the appropriate qualified professional, emergency service, or Employer channel.

18. Limitation of liability

To the maximum extent permitted by applicable law, Betterteem will not be liable to you for indirect, incidental, special, consequential, exemplary, or punitive damages, or for loss of profits, revenues, data, or goodwill, arising from your use of the Services. Betterteem's aggregate liability to you arising from the Services will not exceed the greater of the amount, if any, you personally paid Betterteem for the Services during the 12 months before the event giving rise to the claim.

These limitations do not apply to liability that cannot lawfully be limited, including where applicable liability for fraud, willful misconduct, gross negligence, death or personal injury caused by negligence, or violation of non-waivable statutory rights.

19. Changes to this Agreement

We may update this Agreement to reflect changes in the Services, law, or our practices. We will post the updated version and effective date and provide additional notice when required by law. If a change materially affects your rights, we will provide appropriate advance notice or obtain consent where required. Continued use after the effective date constitutes acceptance only to the extent permitted by law.

20. Governing law and disputes

This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict-of-laws principles. Subject to applicable laws, the state and federal courts located in Delaware shall have exclusive jurisdiction over any disputes arising out of or relating to this Agreement, unless applicable consumer, employment, or privacy laws grant you the statutory right to bring a claim in another forum. Nothing in this section restricts your right to file a complaint with a regulatory body or exercise statutory rights that cannot be waived by contract.

21. General terms

This Agreement, the Privacy Policy, and any additional terms presented for a specific feature form the agreement governing your individual use of the Services. They do not amend your employment agreement or the commercial agreement between Betterteem and your Employer. If a provision is unenforceable, it will be enforced to the maximum lawful extent and the remaining provisions will continue. A failure to enforce a provision is not a waiver. You may not assign this Agreement without our written consent; Betterteem may assign it as part of a merger, reorganization, or transfer of the Services, subject to applicable law.

22. 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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