

Clariti Cloud

Privacy Policy

Last Updated: August 27, 2026

This Privacy Policy (the “**Privacy Policy**”) serves to inform you of our policies and procedures regarding the collection, use and disclosure of the information we receive when you access and use the website or related platform(s) (individually and collectively, the “**Platform**”), services, software, mobile applications, content, and all other products and services (all of the foregoing collectively, the “**Services**”) owned, controlled or offered, directly or indirectly, by ComplyAI, Inc. d/b/a CivCheck (together with its parent, Clariti Cloud Inc., and their subsidiaries, related parties, and affiliates, “**Clariti**”, “**we**,” “**our**” or “**us**”). Clariti believes that the privacy of its users is paramount and strives to use Personal Information (as defined below) only in ways outlined in this Privacy Policy. The Privacy Policy is incorporated by reference into our Terms of Service, currently available at civcheck.ai/terms (the “**Terms of Service**”). By using the Services, you hereby warrant and represent that you have read, understand and agree to this Privacy Policy and the Terms of Service, that you are a resident of the United States or Canada and that you are over 18 years of age. PLEASE DO NOT USE, INSTALL OR ACCESS THE SERVICES IF YOU DO NOT AGREE TO THIS PRIVACY POLICY.

This Platform is intended for use by 1) authorities having jurisdiction (“**AHJs**”) which are authorized governmental or regulatory agencies responsible for planning, zoning, permitting, code enforcement, licensing and related functions (collectively, “**Regulatory Matters**”), and 2) applicants, licensees, permit holders, design professionals, and other users (“**Applicants**”) submitting or otherwise involved in Regulatory Matters. Unless otherwise indicated, this Privacy Policy shall apply to both AHJs and Applicants. By submitting any information to Clariti via or in association with this Platform, you are representing and warranting to Clariti that you have the authority to disclose that information.

Where you access or use the Services in connection with an AHJ or other governmental or organizational customer of Clariti (each, a “**Customer**”), that Customer may determine the purposes for which certain information (including permit documents) is submitted and processed, and the Customer’s own privacy policies, records-retention obligations and applicable public-records or freedom-of-information laws may apply to that information. In such cases, Clariti may process such information on behalf of and in accordance with its agreement with the Customer, including, where applicable or required by law, a data processing or data protection agreement or similar terms (a “**DPA**”), and this Privacy Policy applies to Clariti’s own collection and use of information as described below.

Where we process Personal Information or other data on behalf of a Customer, our agreement with that Customer (including any applicable DPA) and applicable law govern our processing of that data, including any restrictions or requirements relating to access and access controls, data residency and the location(s) in which data is stored and processed, cross-border and other transfers, sub-processing, security, retention and deletion, and permitted uses (including de-identification, aggregation and the training or fine-tuning of models). To the extent our agreement with a Customer (including any applicable DPA) or applicable law imposes requirements that are more restrictive than, or otherwise conflict with, this Privacy Policy with respect to such data, that agreement and applicable law will govern and prevail over this Privacy Policy to the extent of the conflict. This Privacy Policy continues to apply to our own collection and use of information as described in this Privacy Policy and to any data that we do not process on behalf of a Customer.

1. What We Mean by Personal Information

For purposes of this Privacy Policy, “**Personal Information**” means any information from or about a person that either identifies that person directly or that makes that person identifiable when it is combined with other information from or about that person from any source.

2. Information We Collect

Information You Provide To Us

When you use the Services or otherwise communicate with us, we collect information that you provide to us directly. For example, we collect information in the following circumstances: you (i) visit the Platform, (ii) register for the Services or create an account or profile or accept the creation of an account or profile on your behalf (an “**Account**”), (iii) access the Services through social networking sites or third party services, (iv) subscribe to newsletters; (v) purchase a product or service on the Platform; (vi) invite others to join the Services, “share” the Services on social networking sites or perform other similar actions; (vii) request technical support; (viii) otherwise use online Services where Personal Information is required for such use and/or participation, (ix) when you sign up for a newsletter, and (x) when you contact us via the Platform or when you otherwise communicate with us. You can choose not to provide information that is requested of you by us; however, this may limit your ability to use or access the Services.

The information you provide to us directly may include, without limitation, the following information that may, alone or in combination with other data, constitute Personal Information:

- Information you provide in connection with completing a transaction or purchase using the Services (including review of Regulatory Matters and code compliance education), including your name, e-mail, financial and billing information, permit, license, application and other Regulatory Matter documents, and any other information you decide to provide;
- Information you provide via email, through the “Contact” section on the Platform or by using the contact details listed on various parts of the Platform, including your name, company name, e-mail, inquiry, and any other information you decide to provide;
- Information you provide in order to subscribe to our newsletters and updates, including your email address, the topic for which you wish to receive updates, or any other information you decide to provide us with. You may always unsubscribe from these emails by following the instructions included;
- If you are one of our customers, suppliers or prospects, we may process limited Personal Information in the course of our business relation with you, for example when you place an order, request a demo or vice versa. Such Personal Information may include your name, company, title, e-mail address, telephone number, address, order details, and where applicable and relevant, credit registrations and credit limits;
- Transaction and limited (non-PCI) payment data; and
- Any other information you may want to share with us, such as Personal Information related to recruitment / job applications.

Moreover, if you contact us, a record of such correspondence may be kept.

Additionally, if another user refers you to us by providing us with your e-mail address, we may send you a message. However, we will use your e-mail address only to send such other user’s message unless you otherwise affirmatively provide your information to us.

Automatically Collected Information

Most of the data we collect in and through the Platform and the Services is technical in nature and is collected and processed automatically through so-called application programming interfaces, software development kits, cookies and similar software-based technologies. Alone or in combination with other data, such automatically collected data may constitute Personal Information. The data we may collect by automated means may include, without limitation:

- Device data: including, but not limited to, data on device advertising ID’s and similar hardware qualifiers, and precise location data.

- Usage data: including, but not limited to, search terms entered and pages viewed.
- Network and internet information: including, but not limited to, URLs, Internet Protocol addresses, bounce rates, use of spoofing, active (TCP/IP) ports, number of sessions initiated, click streams, location information and network/Wi-Fi access points.
- Transaction Information: including, but not limited to, products or services purchased, purchase or consumption histories or tendencies.
- Account security and authentication information.
- Information we collect on the use of the Platform via cookies: please see the “How We Use Cookies and Other Technologies” section below for more information.

Google Analytics is an element of the Platform. By using cookies, Google Analytics collects and stores data such as time of visit, pages visited, time spent on each page of the Platform, the Internet Protocol address, and the type of operating system used in the devices used to access the Platform. By using a browser plugin available at <http://www.google.com/ads/preferences/plugin/> provided by Google, you can opt out of Google Analytics.

Information You Post on the Services

The Services may provide a platform to input information and upload permit, license and other applications, plans, documents and materials relating to Regulatory Matters

Information You Share on Third Party Websites or through Social Media Services

The Services may include links to third party websites and social media services where you will be able to post comments, stories, reviews or other information. Your use of these third party websites and social media services may result in the collection or sharing of information about you by these third party websites and social media services. We encourage you to review the privacy policies and settings on the third party websites and social media services with which you interact to make sure you understand the information that may be collected, used, and shared by those third party websites and social media services.

How We Use Cookies and Other Technologies

Some of the features on the Platform and the Services require the use of “cookies” - small text files that are stored on your device’s hard drive. We use cookies to measure which pages are being accessed, and which features are most frequently used. This enables us to continuously improve the Platform to meet the needs of our visitors.

The following sets out how we may use different categories of cookies and your options for managing cookie settings:

Type of Cookies	Description	Managing Settings
Required cookies	Required cookies enable you to navigate the Platform and use their features, such as accessing secure areas of the Platform and using the Services. If you have chosen to identify yourself to us, we use cookies containing encrypted information to allow us to uniquely identify you. These cookies allow us to uniquely identify you when you are logged into the Platform	Because required cookies are essential to operate the Platform, there is no option to opt out of these cookies.
	and to process your online transactions and requests.	

We and our service providers may also use “pixel tags,” “web beacons,” “clear GIFs,” or similar means in connection with the Services and HTML-formatted email messages to, among other things, track the actions of users, to determine the success of marketing campaigns and to compile aggregate statistics about Platform usage and response rates.

3. Use of Collected Information

We use the information you provide to us for the following purposes: (i) to further our legitimate interests in providing the Services, including without limitation to collect and remit payment for paid features, (ii) to administer your use of the Services and any Accounts you may have with us, (iii) to personalize your experience, (iv) to provide to you Service announcements or inform you of new releases and features, (v) to perform tasks on behalf of and according to instructions of a third party, such as payment processors, third party-service providers or our advertising partners, (vi) to enforce our Terms of Service, (viii) to resolve any disputes between users of the Platform or between such users and us, (vii) comply with a legal requirement or process, including, but not limited to, civil and criminal subpoenas, court orders or other compulsory disclosures; (ix) to further our legitimate interest in protecting our rights, property, or safety and the rights, property and safety of the Services, our users or the public, (x) to contact you to obtain feedback from you regarding the Platform and the Services, (xi) to collect and evaluate documents and other information relating to Regulatory Matters, and (xii) to train computer vision models on the plans and documents themselves. We do not use permit, licence, application, plan or other documents, materials or Personal Information submitted in connection with a Regulatory Matter for marketing or promotional purposes. You can opt out of marketing or promotional communications at any time by following the unsubscribe

instructions in those communications or by contacting us at info@civcheck.ai. We will honor your request within a reasonable time, but you may still receive non-promotional messages, such as Service, transactional or account-related communications, which are necessary to provide the Services.

In addition to the purposes described above, we use the information collected automatically to (i) to further our legitimate interests in monitoring and analyzing the use of the Services and for the technical administration of the Platform, (ii) improve the Platform and the Services, (iii) generate and derive useful data and information concerning the interests, characteristics and website use behavior of our users, and (iv) verify that users of the Services meet the criteria required to process their requests. We and or our advertising partners may use demographic and geo-location, as well as information logged from your hardware or device, including data such as IP address, device model and ID, MAC address, operating system, application usage data, device time zone, region and language, and click ID, to ensure relevant advertising is presented within the Services.

De-Identified, Anonymized and Aggregated Data.

We may de-identify, anonymize and/or aggregate Personal Information and other data (including permit applications, plans, documents and other materials submitted through the Services) so that it cannot reasonably be used to identify, any individual. We may use, reproduce, modify, combine, distribute and otherwise exploit such de-identified, anonymized and aggregated data for any lawful purpose, including without limitation to operate, develop, improve, train, fine-tune and enhance the Services and our and our affiliates' models, algorithms, products and offerings, to develop new products, services and offerings (including across our other Customers and other offerings), for research, analytics, benchmarking and other commercial purposes, and we may retain and continue to use such data indefinitely. Our ownership of, and the rights and licences granted with respect to, such data and any models, algorithms or other materials trained on or derived from it are set out in the Terms of Service.

Artificial Intelligence and Automated Processing.

The Services use artificial intelligence and machine learning technologies, including computer vision, optical character recognition, and generative and large language models (some of which are provided by third parties such as Google and Anthropic), to review, analyze, extract, summarize and evaluate documents and other materials relating to Regulatory Matters, to assist with code compliance analysis, and to develop, train, fine-tune, operate and improve the Services and our and our affiliates' models, algorithms and offerings. Where we train, fine-tune or improve models using materials submitted through the Services, we do so using de-

identified, anonymized and/or aggregated data as described above, except to the extent you or the applicable Customer has otherwise authorized use of identifiable data.

AI-assisted outputs may contain errors or omissions and are intended to support, not replace, human review and professional judgment. We do not use AI to make decisions that produce legal or similarly significant effects concerning you based solely on automated processing, without human involvement; AHJs and other Customers remain responsible for their own review and determinations relating to Regulatory Matters.

Depending on your Account and the applicable Customer's configuration, certain AI features may be enabled or disabled, and you or the Customer may be able to manage the availability of these features in a manner consistent with the functionality of the Services.

4. Third Parties We Share Personal Information With

We may disclose Personal Information you provide to us or that we collect automatically on the Platform and in and through the Services with the following categories of third parties:

- Customers that may include, among others, AHJs or the United States Government;
- Service providers, such as payment processors; cloud hosting, storage and infrastructure providers (for example, Google Cloud); document processing and optical character recognition providers (for example, Google Document AI); artificial intelligence and large language model providers (for example, Google and Anthropic); and marketing and communications service providers, in each case that process data on our behalf to host, deliver, develop and improve the Services and that are bound by contractual obligations, including a DPA or similar data protection terms where applicable, that limit their use of Personal Information to providing services to us and require appropriate confidentiality and security safeguards;
- Public authorities, such as law enforcement, if we are legally required to do so or if we need to protect our rights or the rights of third parties; and
- Our parent company, Clariti Cloud Inc., and our and its subsidiaries, affiliates and other members of the Clariti corporate group, with whom we may share Personal Information for the purposes described in this Privacy Policy, including to operate, support, integrate, administer and improve the Services and for shared business, administrative, security and analytics functions, in each case subject to internal policies and, where applicable, intra-group agreements or data protection terms; or a subsequent owner, co-owner or operator of the Platform and/or the Services and their advisors in connection with a corporate merger, consolidation, restructuring, the sale of substantially all of our stock and/or assets, or in connection with bankruptcy proceedings, or other corporate reorganization, in accordance with this Privacy Policy.

5. Links to Other Websites

We frequently make content or services from other websites available to you from links located on the Platform. We may present links in a format that enables us to keep track of whether these links have been followed. In addition, you may opt to link your Account to your social media account or other accounts, such as Google, in accordance with your Account settings (which you may change at any time) and respective policies of these third parties. This Privacy Policy applies only to the Platform and the Services. We do not exercise control over third party services or other websites that provide information, or links from within the Platform or the Services. Your interactions with these third party services are governed by the privacy policy of the company providing it. These other sites and services may place their own cookies or other files on your computer's browser, collect data or solicit Personal Information from you. Other websites and services follow different rules regarding the use or disclosure of the Personal Information that you submit, and the collection and use of such information and access of any third party websites are subject to such third party's privacy policy. We encourage you to read the privacy policies and other terms of such third parties before using their services.

6. Security

We understand the importance of privacy and security of Personal Information to our users and have made them a priority. Clariti uses a variety of industry-standard security technologies and procedures to help protect Personal Information about you from unauthorized access, use, or disclosure and trains Clariti employees on privacy and security issues. In particular, Clariti maintains an established incident response process requiring suspected or confirmed security incidents to be promptly reported, assessed, contained, investigated, and escalated to appropriate internal stakeholders, with customer/third-party notification handled where required by applicable obligations. However, we cannot guarantee that unauthorized third parties will never be able to overcome those measures or use your Personal Information for improper purposes, and we do not promise that Personal Information about you or private communications will be protected from unauthorized disclosure or use.

If you create or are provided an Account, you are responsible for maintaining the confidentiality of your Account credentials and for restricting access to your devices, and you should notify us promptly of any suspected unauthorized use of your Account. Your obligations with respect to your Account and credentials are further described in the Terms of Service.

7. Do Not Track Signals and Similar Mechanisms

Some web browsers transmit "do-not-track" signals to websites. Because of differences in how web browsers incorporate and activate this feature, it is not always clear whether users intend for these signals to be transmitted, or whether they even are aware of them. We currently do not take action in response to these signals.

8. Managing Your Privacy

We keep your data on your behalf and for your benefit. You can correct or terminate and delete your Account and profile information (such as your name, contact details and communication preferences) by following the instructions on the Services or by e-mail at info@civcheck.ai, which you may also access for further assistance and questions regarding the Privacy Policy or for a copy of your Account data. If you cancel your Account or request us to delete such Account and profile information, Clariti will limit its access to that Personal Information to perform what is requested by you and will delete the Account and profile information accessible to Clariti within ten business days of receiving a written request from you to do so (together with such other information as we may reasonably require to complete the request), except to the extent retention is required or permitted by applicable law or is necessary for the purposes described below. This ten-business-day commitment applies only to Account and profile information that Clariti controls, and does not apply to permit, licence, application, plan or other documents, materials or Personal Information submitted through the Services in connection with a Regulatory Matter or otherwise collected or held on behalf of a Customer. Where Personal Information is collected or held on behalf of a Customer that is a public-sector institution (including an institution subject to public-sector access and privacy legislation such as MFIPPA), the retention, correction and disposal of that Personal Information are governed by the applicable Customer's instructions and its obligations under applicable public-sector privacy and records-retention laws (which may require us or the Customer to retain such information, and in some cases prohibit its deletion, for a minimum period). For that reason, once such information has been submitted to or on behalf of a Customer, it is not subject to direct deletion or amendment through the Services; instead, requests to access, correct or delete that Personal Information should be directed to, and will be determined by, the applicable Customer, and Clariti will act on such requests in accordance with the Customer's instructions and our agreement with the Customer (including any applicable DPA). In addition, we may retain and continue to use de-identified, anonymized and/or aggregated data, and any models, algorithms or other materials trained on or derived from such data, in each case which do not identify you, without limitation and for any purpose permitted by applicable law, and we may retain Personal Information to the extent required or permitted by applicable law.

Where we rely on your consent to collect, use or disclose Personal Information, you may withdraw that consent at any time by contacting us at info@civcheck.ai, subject to legal or contractual restrictions and reasonable notice. Withdrawing your consent may limit or prevent your ability to use some or all of the Services. Withdrawing consent does not apply to Personal Information collected or held on behalf of a Customer that is a public-sector institution, the

collection, use, retention and disposal of which is governed by the Customer's legal authority and its obligations under applicable public-sector privacy and records-retention laws, as described above; requests relating to that information should be directed to the applicable Customer.

9. California Residents

California Civil Code Section 1798.83 requires certain businesses that share customer Personal Information with third parties for the third parties' direct marketing purposes to respond to requests from California customers asking about the businesses' practices related to such information-sharing. We currently do not share or disclose your Personal Information to third parties for the third parties' direct marketing purposes. If we change our practices in the future, we will implement an opt-out policy as required under California laws.

Furthermore, subject to certain exemptions, California residents have the following rights with respect to Personal Information we may have collected about them:

Requests to Know

You have the right to request that we disclose:

- The categories of Personal Information we have collected about you;
- The categories of Personal Information about you we have sold or disclosed for a business purpose;
- The categories of sources from which we have collected Personal Information about you;
- The business or commercial purposes for selling or collecting Personal Information about you;
- The categories of Personal Information sold or shared, if any, about you, as well as the categories of third parties to whom the Personal Information was sold, by category of Personal Information for each party to whom Personal Information was sold; and
- The specific pieces of Personal Information collected.

You may submit a request to know via info@civcheck.ai. The delivery of our response may take place electronically or by mail. We are not required to respond to requests to know more than twice in a 12-month period.

We do not sell, and have not in the prior 12 months sold, Personal Information about California residents. Therefore, we have not included a “Do Not Sell My Personal Info” link on our Platform. If our practices change, we will update this Privacy Policy and take any other necessary action to comply with applicable law. We do, however, disclose Personal Information for business purposes as described in the “Third Parties We Share Personal Information With” section above.

Requests to Delete

You have the right to request that we delete any Personal Information about you that we have collected. Upon receiving a verified request to delete Personal Information, we will do so unless otherwise required or authorized by law. You may submit a request to delete Personal Information via this link.

Authorized Agents

You may designate an authorized agent to make requests on your behalf. You must provide an authorized agent written permission to submit a request on your behalf, and we may require that you verify your identity directly with us. Alternatively, an authorized agent that has been provided power of attorney pursuant to Probate Code sections 4000-4465 may submit a request on your behalf.

Methods for Submitting Consumer Requests and Our Response to Requests

You may submit a request for access and requests to delete Personal Information about you via:

- this link or
- via email at info@civcheck.ai

Upon receipt of a request, we may ask you for additional information to verify your identity. Any additional information you provide will be used only to verify your identity and not for any other purpose.

We will acknowledge receipt of your request within 10 days of receipt. Subject to our ability to verify your identity, we will respond to your request within 45 days of receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing. In order to protect your privacy and the security of Personal Information about you, we verify your request by sending you an automated email asking you to respond to the email to verify your identity.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

The Right to Non-Discrimination

You have the right not to be discriminated against for the exercise of your California privacy rights described above. Unless permitted by the CCPA, we will not:

- Deny you goods or services;
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties;
- Provide you a different level or quality of goods or services; or
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

10. International Transfers of Personal Information

Clariti is based in Canada; however, Applicant Personal Information — including permit applications, plan documents, and other Regulatory Matter submissions provided by Applicants - that we collect in or through the Services or on or through the Platform may be transferred to Clariti's U.S. offices and vice-versa. In addition, we may work with third-party service providers, including cloud hosting and artificial intelligence service providers, across North America (Canada and the United States specifically) and in other countries to support our business activities. Thus, Personal Information may be transferred to, stored on servers in, and accessed from Canada, the United States, and countries other than the country in which the Personal Information was initially collected, and we may migrate or transfer such data in connection with changes to, or the re-platforming of, our infrastructure or the Services. In all such instances, we use, transfer, and disclose Personal Information solely for the purposes described in this Privacy Policy, subject to appropriate contractual protections (including a DPA or similar data protection terms where applicable), and in compliance with applicable laws.

Notwithstanding the foregoing, when we process Applicant Personal Information on behalf of a Canadian Customer, we store, host, and process it in Canada by default and we will only

process this information outside of Canada if our agreement with the Customer (including any DPA) allows it, or where applicable law otherwise permits or requires it.

11. Data Retention

We keep Personal Information related to your Account for as long as it is needed to fulfill the purposes for which it was collected, to provide our services, to deal with possible legal claims, to comply with our business interests and/or to abide by all applicable laws. Thereafter, we either delete Personal Information about you or de-identify it. Please note that even if you request the deletion of Personal Information about you, we may be required (by law or otherwise) to retain the Personal Information and not delete it. However, once those requirements are removed, we will delete Personal Information about you in accordance with your request.

12. Governing Law

This Privacy Policy is incorporated by reference into, and forms part of, the Terms of Service. The governing law applicable to this Privacy Policy — and to the collection, use, disclosure, retention and other processing of Personal Information and other information in connection with the Platform and the Services — is determined in accordance with the “Governing Law” section of the Terms of Service. In particular, where you access or use the Services as an Applicant in connection with a Regulatory Matter administered by a Customer (including an AHJ), the laws applicable to that Customer — being the laws of the jurisdiction in which that Customer is located or under which it exercises its regulatory authority — will apply, regardless of your place of residence or domicile or the location from which you access the Services or submit any information, as further set out in the “Governing Law” section of the Terms of Service.

13. Changes to the Privacy Policy

Our security and Privacy Policy are periodically reviewed and enhanced as necessary. This Privacy Policy might change as we update and expand the Services. You can tell when this Privacy Policy was last updated by reviewing the Last Updated-legend on top of this page. We will endeavor to notify you of these changes by email, but will not be liable for any failure to do so. We also encourage you to review this Privacy Policy periodically. If you do not understand any of the terms or conditions of any of our policies, you may inquire regarding the same via email at info@civcheck.ai. Your continued use of the Services after any change in this Privacy Policy will constitute your acceptance of such change.

14. Contacting Us

If you have any concerns or questions about this Privacy Policy, please contact us at info@civcheck.ai.

15. Accessibility

Clariti uses commercially reasonable efforts to make this Privacy Policy and the means of exercising the rights described in it accessible in accordance with applicable accessibility laws, including, where applicable, the Accessibility for Ontarians with Disabilities Act, 2005 and its Integrated Accessibility Standards Regulation, the Americans with Disabilities Act, and comparable federal, state, provincial, territorial or local accessibility laws in the jurisdictions where we operate, and to conform the applicable web content to WCAG 2.0 Level AA. If you require this Privacy Policy or any related communication in an accessible format or with communication support, or wish to provide feedback on accessibility, please contact us at info@civcheck.ai and we will work with you to provide the information in a suitable format.