

## **Platform Privacy Policy And Data Processing Addendum**

**Last Updated:** 21<sup>st</sup> Jan, 2026

This combined document includes the **Platform Privacy Policy** and the **Data Processing Addendum (DPA)** and applies to the processing of Personal Data in connection with OmnifiCX's Platform and related SaaS Services.

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### **1.0 Introduction**

This Platform Privacy Policy ("Policy") explains how OmnifiCX, Inc., a Delaware corporation with its principal place of business at 16192 Coastal Highway, Lewes, Delaware 19958, USA ("OmnifiCX," "we," "our," or "us"), collects, processes, uses, discloses, transfers, retains, and protects Personal Data in connection with your use of our products, services, and platform (collectively, the "Platform").

By accessing or using the Platform, you acknowledge that you have read, understood, and agree to this Policy. If you do not agree, you must not use the Platform.

This document also incorporates the Data Processing Addendum ("DPA"), which governs OmnifiCX's processing of Personal Data on behalf of Customers acting as Controllers.

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### **2.0 Definitions**

#### **Personal Data**

Any information relating to an identified or identifiable natural person.

#### **Sensitive Personal Data**

Personal Data that is sensitive under applicable laws, including biometric, health, financial, government-issued identifiers, racial or ethnic origin, political opinions, religious beliefs, or trade union membership.

#### **Usage Data / Telemetry**

Technical data automatically collected from Platform usage, including device type, IP address, browser, operating system, session duration, feature usage, and error logs.

#### **Cookies And Similar Technologies**

Cookies, pixels, local storage, and similar tracking technologies used for authentication, analytics, personalization, and security.

#### **Third Parties**

Service providers, subprocessors, affiliates, contractors, or integration partners that process or receive Personal Data.

## **Applicable Laws**

All applicable data protection, privacy, export control, and related laws and regulations.

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## **3.0 Scope Of Policy**

This Policy governs Personal Data collected:

- Directly from Platform users
- Automatically via telemetry and system logs
- Through data uploaded, generated, or processed on the Platform
- In connection with providing, maintaining, and improving the Platform

This Policy does not apply to data collected through OmnifiCX's public corporate website, which is governed by the Website Privacy Policy.

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## **4.0 Categories And Sources Of Personal Data**

### **Data Provided By You**

- Identification and contact details
- Billing and payment information
- Login credentials and security data
- Content, documents, and metadata uploaded to the Platform

### **Data Collected Automatically**

- Usage Data and telemetry
- Device, browser, IP address, time zone, and language data
- Cookie and tracking data

### **Data From Third Parties**

- Data authorized by you from integrations or APIs
- Publicly available information

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## **5.0 Consent And Opt-Out Mechanisms**

- Consent is obtained where required for non-essential processing
- Consent may be withdrawn at any time
- Non-essential cookies may be disabled, subject to functionality limits

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## **6.0 Purposes Of Personal Data Processing**

Personal Data is processed for:

- Platform operations and functionality
- Account, billing, and customer management
- Performance monitoring and service improvement
- Administrative and security communications
- Legal and regulatory compliance
- Fraud prevention and security
- Aggregated analytics and business intelligence
- Marketing, where consent has been provided

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## **7.0 Legal Basis For Processing**

Processing is based on:

- Performance of a contract
- Legitimate business interests
- Compliance with legal obligations
- Consent, including explicit consent for Sensitive Personal Data

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## **8.0 Sharing And Disclosure Of Personal Data**

Personal Data may be shared with:

- Service providers and subprocessors under contractual safeguards
- Affiliates within the corporate group
- Authorities where legally required
- Parties involved in corporate transactions
- Third parties receiving aggregated or anonymized data

International transfers are protected using appropriate legal safeguards.

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## **9.0 Data Retention And Deletion**

- Data is retained only as long as necessary
- Data is securely deleted or anonymized after retention periods
- Users may request deletion or portability, subject to legal limits

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## **10.0 Security Of Personal Data**

OmnifiCX implements safeguards including:

- Encryption in transit and at rest
- Access controls and authentication
- Monitoring, logging, and intrusion detection
- Secure development and patch management
- Incident response and breach notification

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## **11.0 Data Subject Rights**

Subject to Applicable Laws, you may:

- Access your Personal Data
- Request correction or deletion
- Restrict or object to processing
- Request data portability

Requests may be made via [privacy@omnificx.com](mailto:privacy@omnificx.com). Identity verification may be required.

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## **12.0 Export Control And Cross-Border Transfers**

Platform use must comply with export control laws. Personal Data may be processed internationally using approved transfer mechanisms such as Standard Contractual Clauses or adequacy decisions.

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## **13.0 Third-Party Sites, Links, And Integrations**

Third-party services are governed by their own policies. OmnificX is not responsible for third-party privacy practices. Users are responsible for content uploaded to the Platform.

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## **14.0 Children And Minors**

The Platform is not intended for children below the minimum legal age. Any inadvertently collected data will be deleted promptly.

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## **15.0 Changes To This Policy**

This Policy may be updated to reflect legal or operational changes. Continued use of the Platform constitutes acceptance unless consent is required by law.

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## **16.0 Governing Law And Jurisdiction**

This Policy is governed by the laws of the State of Delaware, with exclusive jurisdiction in New Castle County, Delaware.

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## **17.0 Data Processing Addendum Overview**

This Data Processing Addendum (“DPA”) forms part of the Agreement between OmnifiCX (as Processor) and the Customer (as Controller) and applies to Personal Data processed on behalf of the Customer through the Platform.

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## **18.0 Roles Of The Parties**

### **Controller**

Determines the purposes and means of processing Personal Data.

### **Processor**

OmnifiCX processes Personal Data solely on documented instructions from the Controller.

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## **19.0 Processing Of Personal Data**

Personal Data is processed to provide, maintain, secure, support, and improve the Platform, including analytics, compliance, and customer support.

Processing occurs for the duration of the Agreement and until data is deleted or returned.

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## **20.0 Subprocessors**

OmnifiCX may engage subprocessors subject to contractual data protection obligations. Customers will be notified of material subprocessor changes and may object on reasonable grounds.

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## **21.0 Security Measures**

OmnifiCX maintains appropriate technical and organizational security measures, conducts audits, and ensures personnel confidentiality and training.

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## **22.0 Data Retention, Return, And Deletion**

Upon termination or expiration, Personal Data will be returned or securely deleted at the Customer’s option, unless retention is legally required.

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## **23.0 Cross-Border Transfers And Export Control**

Transfers comply with Applicable Data Protection Laws and export control requirements. Standard Contractual Clauses apply where required.

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## **24.0 Data Subject Rights Assistance**

OmnifiCX will assist Controllers in responding to Data Subject requests where required by law.

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## **25.0 Legal Obligations And Law Enforcement**

OmnifiCX may disclose Personal Data where legally required and will notify the Controller where permitted.

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## **26.0 Liability And Indemnification**

Liability under the DPA is limited as permitted by law. Controllers indemnify OmnifiCX for unlawful instructions or data use.

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## **27.0 Audit And Reporting**

Controllers may audit OmnifiCX's compliance subject to notice and confidentiality. Breaches will be reported without undue delay.

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## **28.0 Miscellaneous Provisions**

This combined Policy and DPA constitute the entire agreement regarding Platform Personal Data processing. In case of conflict, the DPA prevails.

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## **29.0 Privacy Contact**

OmnifiCX, Inc.  
Legal / Privacy Department  
16192 Coastal Highway  
Lewes, Delaware 19958, USA  
Email: [privacy@omnificx.com](mailto:privacy@omnificx.com)