

PLATFORM PRIVACY POLICY

Last Updated: [Effective Date]

This Platform Privacy Policy (“Policy”) explains how **Avya Technologies Inc. DBA OmnifiCX**, 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 (“Personal Data”) in connection with your use of our products, services and platform, (collectively, the “Platform”). This Policy applies to all Users (“you,” “your”) who access or use the Platform.

By accessing or using the Platform, you acknowledge that you have read, understood, and explicitly agree to the terms and conditions set forth in this Policy. If you do not agree, please do not use the Platform.

1.0 DEFINITIONS

For the purposes of this Policy and in addition to terms defined elsewhere in our agreements, the following capitalized terms shall have the meanings described below:

- 1.1 “Personal Data”** Any information relating to an identified or identifiable natural person, whether directly or indirectly, including but not limited to names, contact details, unique identifiers, and any other data that can be used to identify an individual, either alone or in combination with other data.
- 1.2 “Sensitive Personal Data”** Subcategories of Personal Data that are deemed sensitive under applicable privacy laws due to their nature and the heightened risk they pose, including but not limited to biometric information, health or medical data, financial account information, government-issued identification numbers, racial or ethnic origin, political opinions, religious or philosophical beliefs, and trade union membership.
- 1.3 “Usage Data / Telemetry”** Technical data automatically collected from your interactions with the Platform, including device type, IP addresses, browser type, operating system, session duration, feature usage, error reports, and other metadata generated during access or use.
- 1.4 “Cookies and Similar Technologies”** Technologies that store, collect, or track information on your device or browser, such as cookies, web beacons, tracking pixels, local storage, and similar tools utilized for purposes including authentication, session management, analytics, advertising, and personalization.

- 1.5 **“Third Parties”** Entities other than you or OmnifiCX who process or receive Personal Data on our behalf or otherwise, including subcontractors, service providers, affiliates, contractors, data processors, and integration partners.
- 1.6 **“Applicable Laws”** All relevant national, regional, and local laws, regulations, ordinances, directives, and binding guidance related to data protection, privacy, export controls, or other legal obligations governing the collection, processing, transfer, or storage of Personal Data.

2.0 SCOPE OF POLICY

This Policy governs the collection, processing, storage, and sharing of Personal Data that we obtain:

- Directly from Users of the Platform, including but not limited to customers, prospects, visitors, and end users;
- Automatically via system-generated Usage Data and telemetry;
- Through information submitted, uploaded, or generated by you or your authorized users on the Platform;
- Collected by OmnifiCX as part of delivering, supporting, maintaining, or improving the Platform and its features.

This Policy does not apply to Personal Data collected through OmnifiCX’s corporate Website. Such data is governed by our separate Website Privacy Policy available at www.omnificx.com.

3.0 CATEGORIES AND SOURCES OF PERSONAL DATA

3.1 Data Provided by You

- Identification and contact details, such as your name, email address, organization, physical address, and phone number;
- Billing and payment details necessary to process transactions;
- Login credentials, authentication tokens, and security-related information;
- Content, documents, files, or metadata uploaded or otherwise generated by you or your users on the Platform.

3.2 Data Collected Automatically

- Usage Data and telemetry detailing your interaction with the Platform's functionality and performance;
- Device-specific details including device type, browser, operating system, IP address, geographic location (as inferred from IP), time zone, and language settings;
- Information obtained via cookies and similar technologies to facilitate secure login, session continuity, preference retention, analytics, and fraud prevention.

3.3 Data from Third Parties

- Data you explicitly authorize us to collect from third-party services, integration partners, or APIs;
- Information available from publicly accessible databases or sources.

3.4 Consent and Opt-Out Mechanisms

- We obtain your explicit and informed consent before collecting or processing Personal Data for purposes beyond essential Platform operations, including marketing communications;
- You have the right to withdraw or modify your consent at any time by contacting us or utilizing preference management tools provided on the Platform;
- You may opt out of non-essential cookies or tracking technologies, though such opt-outs may limit certain Platform functionalities.

4.0 PURPOSES OF PERSONAL DATA PROCESSING

OmnifiCX processes your Personal Data solely for legitimate and specific purposes, including but not limited to:

- 4.1 Platform Operations:** Provisioning, maintaining, supporting, and enhancing the Platform's features, including authentication, access control, data backup, feature rollouts, troubleshooting, and operational security.
- 4.2 Account and Customer Management:** Managing your account lifecycle, billing, subscriptions, renewals, customer support, and administrative functions.
- 4.3 Performance Monitoring and Improvement:** Analyzing Platform usage to optimize reliability, scalability, security, and overall user experience.
- 4.4 Communications:** Sending important administrative communications such as system notices, updates, security alerts, and compliance-related information.
- 4.5 Legal and Regulatory Compliance:** Fulfilling legal obligations, including but not limited to data protection regulations, export control laws, financial compliance, and enforcement of contractual rights.

- 4.6 Security and Fraud Prevention:** Detecting and mitigating fraud, unauthorized access attempts, cyber threats, and protecting the rights, property, and safety of OmnifiCX, Users, and third parties.
- 4.7 Business Intelligence and Analytics:** Conducting aggregated or anonymized data analysis to support business strategy and market research without identifying individuals.
- 4.8 Marketing:** Sending promotional communications or offers only where you have provided

5.0 LEGAL BASIS FOR PROCESSING (WHERE APPLICABLE)

Where required by applicable laws (such as the GDPR), OmnifiCX relies on the following legal bases to lawfully process your Personal Data:

- 5.1 Performance of a Contract:** Processing necessary to fulfill our contractual obligations to you or to take steps at your request before entering into a contract.
- 5.2 Legitimate Interests:** Processing necessary for legitimate business interests such as improving Platform security, functionality, and operations, provided such interests are balanced against your fundamental rights and freedoms.
- 5.3 Compliance with Legal Obligations:** Processing required to comply with applicable laws, regulations, court orders, or governmental requests.
- 5.4 Consent:** Processing based on your freely given, specific, informed, and unambiguous consent, particularly for processing Sensitive Personal Data or marketing communications.
- 5.5 Explicit Consent for Sensitive Personal Data:** Where Sensitive Personal Data is processed, we will obtain your explicit consent prior to such processing unless otherwise authorized by law, and implement enhanced technical and organizational safeguards accordingly.

6.0 SHARING AND DISCLOSURE OF PERSONAL DATA

- 6.1 Service Providers and Subprocessors:** We may engage trusted third-party service providers to process Personal Data on our behalf (e.g., cloud hosting, data analytics, security services). These processors are contractually bound to safeguard your Personal Data consistent with this Policy and Applicable Laws.
- 6.2 Affiliates and Corporate Group Entities:** Personal Data may be shared within our corporate group, including affiliates and subsidiaries, solely for Platform provision and business operations under comparable data protection obligations.
- 6.3 Legal and Regulatory Requirements:** We may disclose Personal Data if required by law, regulation, subpoena, court order, or governmental authority, or to enforce our agreements and protect legal rights or safety.
- 6.4 Business Transfers:** In the event of a merger, acquisition, reorganization, asset sale, insolvency, or similar transaction, Personal Data may be transferred as part of business assets, provided the receiving party adheres to privacy standards consistent with this Policy.

- 6.5 **Aggregated and Anonymized Data:** We may share aggregated or anonymized data that does not identify individuals for analytics, benchmarking, or marketing purposes without restriction.
- 6.6 **International Data Transfers:** Your Personal Data may be transferred and processed in jurisdictions outside your country of residence, including the United States. OmnifiCX ensures all such transfers comply with Applicable Laws by implementing appropriate safeguards such as Standard Contractual Clauses, Binding Corporate Rules, or reliance on adequacy decisions issued by competent authorities.

7.0 DATA RETENTION AND DELETION

- 7.1 **Retention Periods:** Personal Data will be retained only for as long as necessary to fulfill the purposes outlined herein, meet contractual obligations, comply with legal requirements, or as otherwise permitted by law.
- 7.2 **Secure Deletion and De-Identification:** Upon expiration of retention periods, Personal Data will be securely deleted or irreversibly anonymized from all active systems, backups, and archives, except where retention is legally mandated.
- 7.3 **User-Initiated Deletion Requests:** Subject to Applicable Laws, you may request deletion of your Personal Data by contacting us. We will evaluate such requests in light of our legal obligations, security concerns, and legitimate business interests, and will act accordingly.
- 7.4 **Data Portability:** Upon request and where legally required, we will provide your Personal Data in a structured, commonly used, and machine-readable format and facilitate transfer to another service provider within applicable timeframes.

8.0 SECURITY OF PERSONAL DATA

- 8.1 **Security Measures:** OmnifiCX employs state-of-the-art technical, organizational, and physical safeguards designed to protect Personal Data against unauthorized or unlawful access, accidental loss, destruction, or damage. These include encryption, multi-factor authentication, role-based access controls, continuous monitoring, logging, intrusion detection, secure software development lifecycle, patch management, and facility security.
- 8.2 **Incident Response and Breach Notification:** We maintain a dedicated incident response team and protocols to promptly detect, investigate, and remediate data breaches. Where required by Applicable Laws, we will notify affected Users and regulatory authorities without undue delay and within statutory deadlines, providing clear information regarding the nature and impact of the breach, mitigation measures, and recommendations for affected Users.
- 8.3 **Audits and Assessments:** Regular internal and external audits and security assessments are conducted to verify compliance with our security policies and industry best practices.

- 8.4 Continuous Improvement:** We are committed to ongoing security improvements through continuous staff training, vulnerability management, threat intelligence monitoring, and adoption of emerging security technologies.

9.0 DATA SUBJECT RIGHTS

- 9.1 Your Rights Under Applicable Laws:** Subject to limitations imposed by Applicable Laws, you have the following rights regarding your Personal Data:

- **Access:** The right to request access to the Personal Data we hold about you.
- **Correction:** The right to request correction or updating of inaccurate or incomplete Personal Data.
- **Deletion:** The right to request deletion of your Personal Data, subject to our legal or contractual obligations.
- **Restriction:** The right to request the restriction of processing under certain circumstances (e.g., when accuracy is contested).
- **Objection:** The right to object to processing of your Personal Data based on legitimate interests or for direct marketing purposes.
- **Data Portability:** The right to receive your Personal Data in a structured, commonly used, machine-readable format and request transfer to another controller where technically feasible.

- 9.2 Exercising Your Rights:** You may exercise any of the rights described above by contacting OmnifiCX's Privacy Department at privacy@omnificx.com or using other designated contact points. We will verify your identity prior to fulfilling requests to prevent unauthorized disclosure. We endeavor to respond to requests promptly and in accordance with statutory timeframes.

- 9.3 Limitations and Exceptions:** Certain rights may be limited or declined if exercising them:

- Conflicts with legal or regulatory obligations;
- Compromises Platform security, fraud prevention, or intellectual property rights;
- Interferes with legitimate business interests balanced against your rights; or
- Violates third-party rights.

- 9.4 Cookies and Tracking Preferences:** We provide clear, accessible information about cookies and similar technologies used on the Platform. You may manage your cookie preferences via our cookie management interface or through your browser settings. Please note that disabling certain cookies may affect Platform functionality.

10.0 EXPORT CONTROL AND CROSS-BORDER DATA TRANSFERS

10.1 Compliance with Export Control Laws: By using the Platform, you represent and warrant that neither you nor any entity on your behalf will use the Platform in violation of U.S. or international export control laws, including but not limited to the U.S. Export Administration Regulations (EAR), Office of Foreign Assets Control (OFAC) sanctions, or comparable foreign laws. OmnifiCX reserves the right to suspend or terminate access if such violations are suspected or confirmed.

10.2 International Data Transfers: Personal Data collected by OmnifiCX may be transferred, stored, and processed in jurisdictions outside your country of residence, including the United States and other locations where OmnifiCX or its service providers operate. We ensure such transfers comply with Applicable Laws by implementing adequate safeguards such as:

- Standard Contractual Clauses approved by regulatory authorities;
- Binding Corporate Rules; or
- Transfers based on adequacy decisions by data protection authorities.

11.0 THIRD PARTY SITES, LINKS, AND INTEGRATIONS

11.1 Third Party Websites and Services: The Platform may contain links to third-party websites, services, or resources. These are provided solely for your convenience and do not imply endorsement by OmnifiCX. We do not control, review, or guarantee the privacy practices or content of these third parties. You are encouraged to review their privacy policies and terms before submitting any Personal Data.

11.2 Integrations and API Connections: If you enable or use third-party integrations, APIs, plugins, or other services linked to the Platform, data shared with those third parties will be subject to your agreements with them. OmnifiCX requires subprocessors and partners under our control to adhere to privacy and security standards consistent with or exceeding those outlined in this Policy.

11.3 User-Generated Content: You are solely responsible for any content, information, or materials you upload, share, or generate on or via the Platform (“User Content”). By submitting User Content, you represent and warrant that:

- You have all necessary rights, licenses, and consents to do so;
- The content does not violate any laws, third-party rights, or this Policy;
- You indemnify and hold OmnifiCX harmless from any claims arising from your User Content.

12.0 CHILDREN AND MINORS

Age Restrictions and Parental Consent: OmnifiCX does not knowingly collect Personal Data from children under the minimum age required to provide consent under Applicable Laws (e.g., under 13 years old in the U.S. under COPPA). We implement commercially reasonable age verification mechanisms to prevent such collection. Where parental or guardian consent is required by law, such consent must be obtained before providing Personal Data. If we discover we have inadvertently collected Personal Data from a minor without required consent, we will promptly delete such data.

13.0 CHANGES TO THIS POLICY

13.1 Policy Updates: OmnifiCX reserves the right to update or modify this Privacy Policy at any time to reflect changes in legal requirements, business practices, Platform features, or technology. We will provide you with advance notice of material changes through direct communication channels such as email or Platform notifications, where feasible.

13.2 Your Continued Use: Your continued use of the Platform after the effective date of any changes constitutes your acceptance of the revised Policy. Where required by law, we will obtain your explicit consent before implementing significant changes impacting your rights.

14.0 GOVERNING LAW, JURISDICTION, AND MISCELLANEOUS

14.1 Governing Law: This Privacy Policy and any disputes arising from or related to it shall be governed by and construed in accordance with the laws of the State of Delaware, USA, without regard to conflict of law principles.

14.2 Jurisdiction: You expressly consent to the exclusive jurisdiction and venue of the state and federal courts located in New Castle County, Delaware, USA, for any claims or disputes arising out of this Policy or your use of the Platform.

14.3 Severability: If any provision of this Policy is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be modified or severed to the minimum extent necessary to make it enforceable, and the remaining provisions shall remain in full force and effect.

14.4 Entire Agreement: This Policy constitutes the entire agreement between you and OmnifiCX regarding the handling of your Personal Data and supersedes any prior agreements or understandings related thereto. In the event of any conflict between this Policy and other agreements, this Policy shall govern with respect to Personal Data.

15.0 DATA PROTECTION OFFICER AND PRIVACY CONTACT

OmnifiCX has designated a Data Protection Officer (“DPO”) responsible for overseeing our compliance with data protection laws and handling privacy-related inquiries. You may contact our DPO or Privacy Department at:

Avya Technologies Inc. DBA OmnifiCX

Legal / Privacy Department

16192 Coastal Highway

Lewes, Delaware 19958, USA

Email: privacy@omnifcix.com

We encourage you to direct any questions, concerns, or requests regarding this Policy or your Personal Data to this contact.

16.0 DISPUTE RESOLUTION

Prior to initiating any formal legal proceedings, you and OmnifiCX agree to attempt to resolve disputes arising from or relating to this Privacy Policy amicably and in good faith through direct negotiation. If such negotiations fail, disputes shall be subject to the exclusive jurisdiction of the courts specified in Section 14.2.