PRIVACY POLICY

- Last Modified: February 16, 2026 -

Preamble

(1) Platform Internet Solutions LLC ("**Company**", "**We**", "**Our**", or "**Us**") is committed to protecting privacy and ensuring security of personal data. This Privacy Policy describes how personal data is collected, used, stored, and protected when User accesses or uses Platform available on website https://clerix.tech/ ("**Platform**").

(2) Company recognizes importance of data protection and compliance with applicable data protection laws. Purpose of this Privacy Policy is to provide a clear and transparent framework governing Processing of personal data, as well as rights and obligations of User in connection with such data.

(3) This Privacy Policy applies to **(i.)** User who registers an account, uploads content, or otherwise interacts with Platform functionality; **(ii.)** visitors who access or browse Platform without registration; **(iii.)** Third Parties who interact with Platform in connection with services, integrations, or technical functionality.

(4) Company processes personal data solely for the following purposes **(i.)** enabling Platform functionality and providing access to Software and related services; **(ii.)** maintaining security of Platform, including identity verification where required by applicable law; **(iii.)** preventing fraud, abuse, misuse, and violations of Terms; **(iv.)** improving Platform performance and user experience; **(v.)** complying with applicable legal and regulatory obligations.

(5) By accessing or using Platform, User acknowledges and agrees to Processing of personal data in accordance with this Privacy Policy. **IF USER DOES NOT AGREE WITH ANY PROVISION OF THIS PRIVACY POLICY, USER MUST IMMEDIATELY DISCONTINUE USE OF PLATFORM.**

(6) Company may amend or update this Privacy Policy from time to time to reflect changes in law, regulatory requirements, or business operations. Updated version becomes effective upon publication on Platform, and continued use of Platform constitutes acceptance of such updates.

(7) This Privacy Policy forms an integral part of Terms of Service governing use of Platform and must be read and interpreted in conjunction with such Terms.

(8) Any questions, requests, or notices relating to this Privacy Policy may be directed to Company via email at **info@clerix.tech.**

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Clause §1: Definitions

1. **Company**, **We**, **Our**, or **Us** - means Platform Internet Solutions LLC, a company incorporated under the laws of the Kyrgyz Republic, with registered office at 55 Logvinenko St., Apt. 32, Pervomaysky District, Bishkek, Kyrgyz Republic, operating the Platform and providing access to the Software.
2. **Platform** - means website operated by Company and accessible at https://clerix.tech/, including all subdomains thereof, and any related applications or interface through which Software is made available to User.
3. **User** - means natural person, aged eighteen (18) years or older, who creates Account and accesses Software for personal use only.
4. **Personal Data** - means any information relating to identified or identifiable User that is processed by Company in connection with use of Platform.
5. **Processing** - means any operation or set of operations performed on Personal Data, whether or not by automated means, including collection, recording, storage, use, disclosure, transmission, restriction, or deletion.
6. **Consent** - means freely given, specific, informed, and unambiguous indication of User's agreement to processing of Personal Data, expressed through affirmative action or clear conduct.
7. **Third Party** - means any person or entity other than User and Company that receives or processes Personal Data in connection with Platform, including Service Providers, partners, and external platforms.
8. **Service Providers** - means Third Parties engaged by Company to perform services related to operation, maintenance, support, analytics, communications, or security of Platform.
9. **Account** - means personal user account created by User on Platform to access Software and related functionalities.
10. **Cookies** - means small data files or similar technologies stored on User device to enable functionality, analytics, preferences, or communication features of Platform.
11. **Applicable Requirements** - means legal, regulatory, contractual, or other binding obligations applicable to Company in relation to Processing of Personal Data, depending on circumstances and jurisdiction.
12. **Privacy Policy** - means this document, including all clauses and any schedules or supplementary notices incorporated herein.

Clause §2: General Provisions

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1. Company acts as data controller in respect of Personal Data processed in connection with use of Platform. Company determines purposes and means of such Processing and ensures that Personal Data is handled in accordance with applicable data protection requirements based on circumstances of Processing and location of User.
2. Scope and application of specific data protection requirements depend on geographic location of User and nature of interaction with Platform. Company applies appropriate legal standards and safeguards to Personal Data based on applicable jurisdictional requirements, without differentiation in core privacy protections.
3. This Privacy Policy is based on generally recognized data protection principles, including lawfulness, fairness, transparency, purpose limitation, data minimization, accuracy, storage limitation, integrity, and confidentiality. Company applies these principles consistently across all Processing activities.
4. Company is committed to
   (a) ensuring transparency and accountability in Processing of Personal Data;
   (b) implementing appropriate technical and organizational measures to protect Personal Data against unauthorized access, loss, misuse, or alteration;
   (c) Processing Personal Data in a lawful and proportionate manner consistent with purposes disclosed to User;
   (d) ensuring that Third Parties engaged by Company for data Processing purposes are subject to appropriate contractual and technical safeguards.
5. Company respects and enables exercise of data subject rights available under applicable data protection requirements, including rights to access, correction, deletion, and restriction of Processing of Personal Data, to the extent required by applicable law.
6. Additional disclosures or jurisdiction-specific information may apply to certain Users depending on place of residence or applicable legal requirements. Such disclosures, where required, form an integral part of this Privacy Policy and apply in conjunction with general provisions set forth herein.
7. Company may provide supplementary notices or schedules describing jurisdiction-specific rights, safeguards, or procedures. Such materials are intended to complement this Privacy Policy and do not limit or reduce protections described herein.

Clause §3: Personal Data Rights and Controls

1. As a Data Subject, you have specific rights regarding your Personal Data under relevant legislation. The Company is committed to ensuring that you can exercise these rights effectively and transparently. Below, we outline your key rights:

ACTION	DESCRIPTION

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Right to Access	User may request confirmation as to whether Personal Data relating to User is being processed and obtain access to such data, including information regarding categories of Personal Data and purposes of Processing.
Right to Rectification	User may request correction or update of inaccurate or incomplete Personal Data relating to User.
Right to Restrict Processing	User may request temporary or permanent restriction of Processing of Personal Data in specific circumstances.
Right to Data Portability	User may request a copy of Personal Data in a structured and commonly used format and, where technically feasible, request transfer of such data to another Service Provider.
Right to Object	User may object to Processing of Personal Data in certain circumstances, including where Processing is based on Company's legitimate interests or for communication-related purposes.
Right to Withdraw Consent	Where Processing is based on Consent, User may withdraw such Consent at any time without affecting lawfulness of Processing carried out prior to withdrawal.
Right to Submit a Complaint	User may submit a complaint or seek other remedies available under Applicable Requirements if User believes Personal Data has been processed in violation of this Privacy Policy.

2. Requests relating to exercise of Personal Data rights may be submitted by User by contacting Company at **info@clerix.tech**. Company may require reasonable verification of User identity before acting on such request in order to protect Personal Data and prevent unauthorized disclosure.
3. Exercise of certain rights may be subject to limitations or exceptions. Company may retain or continue Processing Personal Data where such Processing is necessary to comply with legal obligations, enforce Terms, resolve disputes, ensure security, or protect legitimate interests.
4. To process requests relating to access, correction, deletion, or restriction of Personal Data, Company may request information sufficient to reasonably verify identity of User and associate request with existing records. Where Company does not retain information necessary to perform such verification, Company may be unable to fulfill the request.
5. User may authorize a representative to submit requests on User's behalf, provided that Company receives appropriate proof of authorization. Company may require additional verification to confirm validity of such authorization and identity of User.
6. Where a request is declined or cannot be fulfilled in full, User may submit a follow-up request or seek review of such decision in accordance with applicable procedures.

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Clause §4: Data Processed

1. Company processes Personal Data based on the following legal grounds, depending on nature of interaction with Platform and specific circumstances of Processing.

LEGAL GROUND	DESCRIPTION
User Consent	Personal Data may be processed based on User's explicit Consent provided through Platform interfaces or other affirmative actions.
Contractual Necessity	Processing is necessary to perform obligations arising from agreement between User and Company, including provision of access to Platform and related functionality.
Legitimate Interests	Processing is necessary for operation, security, improvement, and maintenance of Platform, provided such interests are not overridden by User rights or interests.
Legal Obligations	Processing is necessary to comply with applicable legal or regulatory requirements imposed on Company.

2. We process the following types of data:

CATEGORY OF DATA	PURPOSE OF PROCESSING	LEGAL BASIS
Account Registration Data (email address, username, authentication credentials)	Creation and administration of User Account and provision of access to Platform.	Contractual Necessity; Legitimate Interests
Identification Data (name, contact details, username)	Identity verification, Account integrity, and personalized interaction with Platform.	Legal Obligations; Legitimate Interests
Usage and Interaction Data (features used, subscriptions, activity history)	Improvement of Platform functionality and user experience.	Legitimate Interests
Third-Party Access Credentials (tokens or identifiers for external services)	Enabling integrations with third-party services connected by User.	User Consent; Contractual Necessity
Data Received from Third-Party Services	Display and synchronization of information requested by User through connected services.	User Consent; Contractual Necessity
Technical and Device Data (IP address, device identifiers, browser and system data, log files)	Security monitoring, troubleshooting, performance optimization, and fraud prevention.	Legitimate Interests
Location Data (where enabled by User)	Provision of location-dependent functionality.	User Consent
Communication and Social Interaction Data	Interaction with User through communication channels and analysis of engagement.	User Consent; Legitimate Interests

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Messaging and Notification Data	Delivery and optimization of communications related to Platform usage.	User Consent; Legitimate Interests
Identity Verification Data – Documents	Identity and age verification, fraud prevention, and compliance with Applicable Requirements.	Legal Obligations; Legitimate Interests
Identity Verification Data – Biographical Information	Identity confirmation and maintenance of secure Platform environment.	Legal Obligations; Legitimate Interests
Profile Data (nickname, profile image)	Creation and maintenance of identifiable user profiles where applicable.	User Consent; Contractual Necessity
Contact Verification Data	Secure communication and Account protection.	Legal Obligations; Contractual Necessity
User Communications and Feedback	Responding to inquiries, improving Platform features and support quality.	User Consent

Clause §5: Purpose for Using Your Personal Data

1. Company uses Personal Data solely for defined and legitimate purposes related to operation, security, and improvement of Platform. Processing is limited to what is reasonably necessary to achieve such purposes and does not extend beyond scope described in this Clause.
2. Personal Data may be used for the following purposes:

PURPOSE	DESCRIPTION
Account Creation and Management	To create, maintain, and manage User Accounts, authenticate access, and enable use of Platform functionality.
Provision of Platform Functionality	To operate, maintain, and deliver features and tools made available through Platform in accordance with User configuration.
User Communications	To communicate with User regarding Platform usage, security notices, updates, support requests, and other service-related matters.
Security and Fraud Prevention	To protect Platform, Users, and Company from unauthorized access, misuse, fraudulent activity, and other security risks.
Performance Monitoring and Improvement	To analyze usage patterns, monitor performance, troubleshoot technical issues, and improve Platform functionality and user experience.
Analytics and Statistical Analysis	To generate aggregated and anonymized insights for internal analysis, development, and optimization of Platform.

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Compliance and Legal Obligations	To comply with applicable legal requirements, respond to lawful requests, and enforce Terms and other applicable policies.
Dispute Resolution and Enforcement	To investigate, resolve, and document disputes, claims, or violations related to use of Platform.
Third-Party Integrations	To enable functionality requested by User through integrations with third-party services connected to Platform.

Clause §6: Disclosing Your Personal Data

1. **Company may disclose Personal Data to Third Parties SOLELY where such disclosure is reasonably necessary for operation of Platform**, performance of contractual obligations, protection of legitimate interests, or compliance with applicable legal requirements.
2. Company may disclose Personal Data to Service Providers and contractors engaged to support Platform operation, including providers of hosting, infrastructure, analytics, communications, customer support, security, and technical maintenance services. Such recipients process Personal Data only on instructions of Company and solely for purposes defined by Company.
3. Where User elects to connect Platform with external services or tools, Company may disclose limited Personal Data necessary to enable such integrations. Scope of disclosed data depends on functionality requested by User and technical requirements of the integration.
4. Company may disclose Personal Data to payment and financial Service Providers where required to facilitate subscriptions, billing operations, payment processing, refunds, or related financial activities.
5. Company may disclose Personal Data to marketing and analytics partners for purposes of measuring Platform performance, improving outreach activities, and delivering communications, to the extent permitted and, where required, based on User Consent.
6. Company may disclose Personal Data to legal, regulatory, or public authorities where such disclosure is required by applicable law, lawful request, court order, or is reasonably necessary to protect rights, property, or safety of Company, Users, or Third Parties.
7. Company may disclose Personal Data to professional advisors, including legal, accounting, auditing, or compliance advisors, where such disclosure is necessary in connection with Platform operations, dispute resolution, enforcement of Terms, or protection of legal interests.
8. In the event of a merger, acquisition, restructuring, or transfer of assets, Personal Data may be disclosed to counterparties involved in such transaction, subject to appropriate confidentiality and data protection safeguards.
9. Company may disclose Personal Data to other Third Parties where User has explicitly authorized such disclosure for specific purposes. User may withdraw such authorization at any time, subject to applicable limitations.

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10. Company does not sell Personal Data and does not knowingly disclose Personal Data to unauthorized Third Parties.
11. All Third Parties receiving Personal Data are required to observe confidentiality obligations and implement reasonable technical and organizational safeguards appropriate to nature of data disclosed.
12. Company is not responsible for independent acts or omissions of Third Parties that process Personal Data in accordance with their own legal obligations, provided that disclosure by Company was lawful and made in good faith.

Clause §7: Data Retention

1. Company retains Personal Data only for period reasonably necessary to achieve purposes for which such data was collected, as described in this Privacy Policy, and to comply with applicable legal, contractual, operational, or legitimate business requirements. Retention periods may vary depending on nature of Personal Data, purpose of Processing, and applicable circumstances.
2. Account-related Personal Data, including identifiers and access credentials, is retained for duration of active use of Platform by User. Following deactivation or cessation of use, such data may be retained for a limited period where reasonably necessary to facilitate Account recovery, ensure security, comply with legal obligations, or address potential disputes.
3. Technical and usage-related data, including device information, log files, and interaction records, is generally retained for shorter periods. Such data may be retained longer where necessary for security monitoring, fraud prevention, system integrity, or investigation of misuse. Where feasible, data used for analytical or performance purposes may be anonymized or aggregated.
4. Personal Data processed for legal, compliance, or enforcement purposes is retained for duration required to satisfy applicable obligations or until resolution of relevant matter. This may include retention of records necessary to comply with lawful requests, enforce agreements, or protect legal interests.
5. Personal Data used for communications or outreach activities is retained until User withdraws Consent or opts out of such communications. Following such withdrawal, Company may retain limited information necessary to record User preferences and prevent further communications inconsistent with such preferences.
6. Backup and archival copies of Personal Data may be retained for limited periods in accordance with internal retention and disaster recovery procedures. Such data is stored securely and accessed only where necessary to restore systems or maintain operational continuity.
7. Upon expiration of applicable retention periods, Company will securely delete, anonymize, or otherwise dispose of Personal Data in a manner consistent with internal policies and reasonable security practices.

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Clause §8: Transfer to Other Countries

1. Personal Data may be transferred to, stored in, or otherwise processed in jurisdictions other than country of residence of User, including jurisdictions where Company, its Service Providers, or technical infrastructure are located.
2. Such transfers are carried out solely for purposes described in this Privacy Policy, including operation of Platform, provision of services, security, analytics, compliance, and technical support.
3. Where Personal Data is transferred to another jurisdiction, Company implements reasonable safeguards designed to ensure that Personal Data remains protected in accordance with standards described in this Privacy Policy, regardless of location in which Processing occurs.
4. Safeguards may include contractual obligations imposed on recipients of Personal Data, internal policies governing cross-border data handling, access controls, and other organizational or technical measures appropriate to nature of data and risks associated with transfer.
5. By accessing or using Platform, User acknowledges and agrees that Personal Data may be transferred to and processed in jurisdictions that may have data protection standards different from those applicable in User's country of residence.
6. Company does not transfer Personal Data to Third Parties or jurisdictions for purposes materially inconsistent with those described in this Privacy Policy without providing appropriate notice or obtaining User authorization where required.

Clause §9: Data Security Measures

1. Company implements reasonable technical and organizational measures designed to protect Personal Data against unauthorized access, loss, alteration, disclosure, or destruction, taking into account nature of Personal Data, scope of Processing, and potential risks.
2. Security measures may include, where appropriate, access controls, authentication mechanisms, encryption, monitoring of systems, segregation of duties, and other safeguards intended to preserve confidentiality, integrity, and availability of Personal Data.
3. Access to Personal Data is limited to authorized personnel, contractors, and Service Providers who require such access for performance of their duties and who are subject to confidentiality obligations.
4. Company regularly reviews and updates security practices to address evolving risks, technological changes, and operational requirements. However, no method of transmission or storage can be guaranteed to be completely secure.
5. In event of a security incident affecting Personal Data, Company will take reasonable steps to investigate, mitigate potential impact, and restore security of systems, in accordance with Applicable Requirements and internal procedures.

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6. User acknowledges that security of Personal Data also depends on actions taken by User, including protection of Account credentials, secure configuration of access, and use of trusted devices and networks.
7. Company is not responsible for security incidents resulting from factors beyond its reasonable control, including actions of Third Parties, compromise of external systems, or misuse of access credentials by User.

Clause §10: Cookies

1. Platform uses cookies and similar technologies to enable core functionality, including user authentication and session management. Such cookies allow Platform to recognize User during active session and reduce need for repeated authentication when navigating between pages. Session-related cookies are generally removed or invalidated upon logout.
2. Where User submits information through forms or interactive features, cookies may be used to retain certain details for convenience and continuity of communication, subject to User settings.
3. Certain cookies may be persistent and stored on User device for limited periods, depending on their purpose. Persistent cookies enable Platform to remember preferences or settings across visits.
4. Cookies may be used to support delivery of content that is relevant to User interests or interactions with Platform, including where User connects external accounts or services. Such cookies do not independently identify User but assist in tailoring Platform experience.
5. Platform may use the following categories of cookies
   (a) Necessary cookies, which are essential for operation of Platform and enable basic functionality such as navigation, secure access, and session continuity. Platform cannot function properly without these cookies;
   (b) Analytics cookies, which are used to collect aggregated and anonymized information regarding interaction with Platform in order to analyze usage patterns and improve performance and functionality;
   (c) Preference and communication cookies, which support customization of content and delivery of communications consistent with User choices and interactions.
6. Platform may also utilize cookies or similar technologies provided by third-party Service Providers engaged to support analytics, performance measurement, or technical optimization. Such Third Parties process information in accordance with their own policies and applicable obligations.
7. From time to time, cookies may be used to support testing, experimentation, or gradual rollout of new features in order to ensure stability and consistency of Platform experience.
8. User may manage or disable cookies through browser or device settings. Disabling certain cookies may affect availability or functionality of Platform features.

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Clause §11: Miscellaneous Provisions

1. **Relationship with Terms.** This Privacy Policy forms an integral part of Terms governing use of Platform and must be read together with such Terms. In event of inconsistency between this Privacy Policy and Terms, provisions of Terms shall prevail unless expressly stated otherwise.
2. **Changes to Privacy Policy.** Company may amend, update, or revise this Privacy Policy from time to time to reflect changes in law, regulatory requirements, technical operations, or business practices. Updated version becomes effective upon publication on Platform. Continued use of Platform after such publication constitutes acceptance of revised Privacy Policy.
3. **Severability**. If any provision of this Privacy Policy is held to be invalid, unlawful, or unenforceable, remaining provisions shall remain in full force and effect and shall be interpreted to best reflect original intent of the parties.
4. **No Waiver.** Failure or delay by Company to exercise any right or enforce any provision of this Privacy Policy shall not constitute a waiver of such right or provision.
5. **Assignment**. Company may assign or transfer its rights and obligations under this Privacy Policy, including in connection with corporate restructuring, merger, acquisition, or transfer of assets. User may not assign any rights under this Privacy Policy without prior written Consent of Company.
6. **Contact Information.** Any questions, requests, or notices relating to this Privacy Policy or Processing of Personal Data may be directed to Company at **info@clerix.tech** or through contact mechanisms made available on Platform.
7. **Language**. This Privacy Policy may be made available in multiple languages for convenience. In event of any discrepancy between language versions, English version shall prevail.

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