

COLORTOKENS CUSTOMER PORTAL

PRIVACY POLICY

Effective Date: July 06, 2026 Last Updated: [July 06, 2026]

This Privacy Policy is issued by ColorTokens, Inc., a company organized under the laws of the United States with its principal place of business at 3590 North First St, Ste 320 San Jose, CA 95134 ("**ColorTokens**," "**we**," "**us**," or "**our**"), on behalf of itself and its global affiliates, and describes how we collect, use, disclose, and protect personal data in connection with the ColorTokens Customer Portal (the "**Portal**"), on a worldwide basis. This Policy applies to registered corporate customer representatives who access the Portal, unregistered visitors to Portal-adjacent public pages, and subscribers to the ColorTokens Newsletter, wherever located (collectively, "**you**"). This Policy is incorporated into, and forms part of, the ColorTokens Customer Portal Platform Terms of Use (the "**Terms**"), which govern your access to the Portal.

1. Definitions

1.1 In this Policy, the following capitalized terms shall have the meanings set out below:

- (a) "**Controller**" means the entity that determines the purposes and means of the processing of Personal Data;
- (b) "**Processor**" means the entity that processes Personal Data on behalf of, and under the instructions of, a Controller;
- (c) "**Personal Data**" means any information relating to an identified or identifiable natural person;
- (d) "**Customer Data**" means personal data, system configurations, network logs, or support attachments that a corporate customer or its authorized Users upload into the Portal's ticketing system or otherwise submit in the course of using the Portal's core product resources;
- (e) "**DPA**" means the ColorTokens Customer Data Processing Agreement, available at colortokens.com/legal/dpa, or such custom data processing agreement as may be executed between ColorTokens and a corporate customer; and
- (f) "**User**" means an individual authorized by a corporate customer to access the Portal.

2. Data Controller

- 2.1. ColorTokens, Inc. is the Controller of Personal Data processed as described in Clause 4 (Personal Data We Collect), for Users and visitors on a global basis, and administers this Policy centrally for all ColorTokens affiliates.
- 2.2. Where a corporate customer is contracted with any other affiliates of ours, under the underlying agreement, the respective affiliate will act as a local point of accountability for that customer's Users for purposes of applicable laws, and processes Personal Data jointly with, and under data-handling standards common to, ColorTokens, Inc.
- 2.3. Privacy inquiries may be directed to privacy@colortokens.com.

3. Customer Data and Our Processor Capacity

- 3.1. Where a corporate customer or its Users upload Customer Data into the Portal, ColorTokens acts strictly as a Processor. Our processing of Customer Data is governed solely by the applicable DPA, and not by this Policy. If you are a User accessing the Portal under your employer's subscription, please consult your employer's privacy notice regarding the collection and use of Customer Data.
- 3.2. Our standard customer-facing DPA is available at colortokens.com/legal/dpa. Where a corporate customer has not executed a custom DPA, portal access for that customer's corporate operations is subject to the ColorTokens Customer DPA referenced in this Clause 3.2.
- 3.3. A current list of sub-processors engaged in connection with Customer Data including Freshdesk, Inc. (support ticketing) and Microsoft Corporation (cloud hosting and the AI Agent's underlying model infrastructure), is incorporated by reference into the applicable DPA. Material changes to this list will be notified to subscribing customers in accordance with the DPA.

4. Personal Data We Collect

- 4.1. **Account Registration Data.** Your corporate email address, which serves as your unique login identifier for the Portal.
- 4.2. **Newsletter and Marketing Data.** Corporate email address, newsletter preference selections, and records of direct-marketing consent.
- 4.3. **Technical and Security Metadata.** IP addresses, browser type and operating system, login and session timestamps, and system logs generated in connection with Portal use, collected for security monitoring purposes.
- 4.4. **Support Ticket Data.** Where you raise a support ticket or product request, the content of that ticket, including any Personal Data you choose to include, is collected and processed on our behalf by Freshdesk, Inc., a third-party customer support platform, and is not separately stored within the Portal's own database.
- 4.5. **AI Agent Queries.** The AI Agent generates responses solely by reference to ColorTokens' own knowledge-base content, and does not receive, retain, or use Customer Data or the substance of your queries to generate responses on behalf of other Users. You should avoid entering Personal Data or confidential information into the AI Agent unnecessarily.

5. Purposes of Processing and Lawful Bases

- 5.1. **Performance of a Contract.** We process login and authentication data, and product request and support communication data, as necessary to provide the Portal services purchased by your employer.
- 5.2. **Consent.** We rely on consent to send the ColorTokens Newsletter and other marketing communications, as further described in Clause 11.
- 5.3. **Legitimate Interests.** We rely on our legitimate interests in maintaining Portal security, preventing fraud, and analyzing system errors to collect and monitor IP addresses, session data, and traffic patterns. Where required, we maintain a documented balancing assessment supporting this basis.
- 5.4. **Legal Obligations.** We process billing contact data and screen Users against applicable export control and sanctions lists where necessary to comply with legal obligations to which we are subject.

6. International Data Transfers

- 6.1. The Portal is hosted on a self-managed ColorTokens instance within Microsoft Azure's public cloud, in the United States. All Personal Data and Customer Data processed through the Portal, including that of Users and customers located outside the United States, is transferred to, and stored and processed in, the United States.
- 6.2. Where Personal Data is transferred from the European Economic Area, the United Kingdom, or Switzerland to the United States, such transfers are protected by the European Commission's Standard Contractual Clauses, the UK International Data Transfer Addendum, or ColorTokens' certification under the EU-U.S. and UK Extension Data Privacy Framework, as applicable. Comparable contractual safeguards are applied to transfers from other jurisdictions that impose cross-border data transfer restrictions, including India.
- 6.3. We disclose Personal Data to categories of third-party vendors necessary to operate the Portal, including Microsoft Corporation (cloud hosting and AI infrastructure for the AI Agent) and Freshdesk, Inc. (support ticketing). All such vendors are bound by data processing agreements consistent with applicable law.

7. Data Retention and Deletion

- 7.1. **Account Data.** User accounts are automatically disabled after ninety (90) consecutive days of inactivity, or earlier upon deactivation by your organization's tenant administrator.
- 7.2. **Newsletter and Marketing Data.** Retained until you unsubscribe or withdraw consent, at which point such data is deleted without undue delay.
- 7.3. **Security Logs.** Login and security logs are retained for twelve (12) months for security, audit, and fraud-prevention purposes.

- 7.4. **Support Ticket Data.** Support ticket content is not retained within the Portal's own database and is instead retained in accordance with the retention settings configured by ColorTokens within Freshdesk, Inc.'s platform.

8. Data Security

- 8.1. We implement administrative and technical safeguards designed to protect Personal Data, including encryption of data in transit using industry-standard TLS protocols, and role-based access controls that govern the actions available to administrator and non-administrator Portal users. No system of transmission or storage can be guaranteed to be completely secure.
- 8.2. We conduct periodic vulnerability assessment and penetration testing of the Portal. If we become aware of a security incident affecting your Personal Data, we will notify you and, where required, the relevant supervisory authority, in accordance with applicable law.

9. Your Privacy Rights

- 9.1. Subject to applicable law, you may have the right to: (a) access the Personal Data we hold about you; (b) request rectification of inaccurate Personal Data; (c) request erasure of your Personal Data; (d) restrict or object to certain processing; and (e) request portability of Personal Data you have provided to us. Requests may be submitted to privacy@colortokens.com.
- 9.2. **EU, UK, and Swiss Residents.** If you are located in the European Economic Area, the United Kingdom, or Switzerland, you also have the right to lodge a complaint with your local supervisory authority.
- 9.3. **California Residents (CCPA/CPRA).** We use your account email address solely to provide the Portal services and for security purposes. We do not sell or share Personal Data for cross-context behavioral advertising. Where applicable, we honor Global Privacy Control signals as a valid opt-out preference signal.
- 9.4. **Indian Residents (DPDPA).** If you are a Data Principal under India's Digital Personal Data Protection Act, 2023, you have the right to seek grievance redressal by writing to the Grievance Officer identified in Clause 13.2, who will endeavor to resolve grievances within the timeline prescribed by applicable law. You may nominate another individual to exercise your rights under the Act in the event of your death or incapacity, by writing to privacy@colortokens.com. You may also register a complaint with the Data Protection Board of India.
- 9.5. We will not discriminate against you for exercising any right described in this Clause 9.

10. Cookies and Similar Technologies

- 10.1. The Portal does not use analytics, advertising, session-replay, or other third-party tracking cookies. The Portal uses only the strictly necessary session identifiers required to keep you logged in during a Portal session; these are not used for any other purpose.

11. Newsletter and Marketing Communications

- 11.1. Subscription to the ColorTokens Newsletter is optional and is governed by a separate, unbundled opt-in obtained during Portal registration or otherwise. Declining or withdrawing newsletter consent does not affect your ability to access the Portal.
- 11.2. You may withdraw your marketing consent at any time, without any negative consequence to your Portal access, by clicking the "Unsubscribe" link included in the footer of each newsletter communication or by adjusting your communication preferences in the Portal user dashboard.

12. Children's Privacy

- 12.1. The Portal is intended for use by corporate representatives in a business-to-business context and is not directed at, nor knowingly used to collect Personal Data from, individuals under the age of eighteen. If we become aware that we have inadvertently collected Personal Data from a minor, we will take reasonable steps to delete it.

13. Contact Us and Grievance Redressal

- 13.1. General privacy inquiries, and requests under Clause 9, may be directed to privacy@colortokens.com.

14. Changes to this Policy

- 14.1. We may update this Policy from time to time. Material changes will be notified through the Portal or by email, and the “Last Updated” date at the head of this Policy will be revised accordingly. Continued use of the Portal following such notice constitutes acceptance of the revised Policy.

