



Indao Platform Privacy Policy

Concerning the processing of customer and user personal data

PREPARED FOR **INDAO AND DATAMAESTRO PLATFORM USERS**

DATE **JULY 2026**

VERSION **3**

This policy sets out how the company handles the personal data it collects and receives over the internet through the platforms Indao and DATAmestro and how those data are processed.

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1 INTRODUCTION

1.1 Privacy policy concerning the processing of customer and user personal data

Indao S.A. (hereinafter 'we', 'us' and 'our') understands the importance of the privacy of its customers and platform users and the protection of their personal data. This policy sets out how we handle and process your personal data in our platforms Indao and DATAmaestro.

1.2 Scope

Indao S.A. with registered office at Rue de l'Académie 53, B-4000 Liège, Belgium, and CBE number BE0478472789 manages this platform. We act as the data controller when we process our customers' and platform users' personal data.

We believe it is important to create and maintain an environment where our customers can be confident that their data will not be misused. We comply with the regulations applicable to data protection such as the Regulation (EU) 2016/679 (also referred to as the General Data Protection Regulation, hereinafter "GDPR") and the Belgian Data Protection Act. The aforementioned regulations concern the protection of personal data and provide you with rights over the said personal data.

The objective of this policy is to indicate what personal data we collect, how we use your data after you have used our platforms and to assure you that we process your data appropriately.

This privacy policy and the terms and conditions of use apply when you use our platforms Indao and/or DATAmaestro. The application of terms and conditions other than those set out herein is explicitly prohibited unless we have provided express permission in writing in advance. In the latter case, this policy applies alongside the specific agreement. The use of this platform and the content contained therein is only permitted subject to compliance with this policy.

2 WHAT TYPE OF PERSONAL DATA DO WE COLLECT AND ON WHAT LEGAL BASIS?

It is not necessary to provide personal data to use most of our website. However, when using Indao and/or DATAmaestro platform, you have to login so that we collect your personal data for specific purposes which are further elaborated in the table below where we describe for each purpose the corresponding personal data to be processed, its legal bases and the retention period.

Purpose	Personal Data	Legal basis	Data retention period
To provide access to our platforms (Authentication).	First and Last Name Login details (username/email address and password) Company Name	Required for the execution of the agreement.	One year after the termination of the commercial relationship.

	Login date time (logout date time if applied)		
To provide user support on our platforms or services, respond to your questions regarding our platforms or services, to be able to provide information regarding our platforms and to follow up with users.	Username (email address) Company Name User statistics: platform actions, saved changes (load, create, delete, modify) and login date time.	Required for the execution of the agreement.	One calendar year.
To analyse and monitor the use of accounts to prevent contractual account abuse.	First and Last Name Login details (username/email address and password) Company Name Login date time (logout date time if applied) IP address of your device	Required for the execution of the agreement.	One calendar year.
For security tracking.	First and Last Name Login details (username/email address and password) Company Name Login date time (logout date time if applied) IP address of your device	Required for the execution of the agreement.	One calendar year.

To send periodic email messages with information about our products and services, or other information which we believe may be of interest to you, e.g. New version release notes.	Username (email address) Company Name User statistics: platform actions, saved changes (load, create, delete, modify) and login date time.	<i>Legitimate interest for mails to customers.</i>	<i>Ten years after the termination of the commercial relationship.</i>
To meet the legal and regulatory obligations as well as compliance requirements.	First and Last Name Login details (username/email address and password) Company Name Login date time (logout date time if applied) IP address of your device	Legal and regulatory	<i>Ten years after the termination of the commercial relationship.</i>
AI Agent in platforms	Username Folder name (often Company name) Prompts	Required to use the AI Agent.	<i>Not stocked by Indao.</i>

3 WILL YOUR DATA BE USED AND SHARED?

We can share your personal data with:

- Affiliate and subsidiary companies; or
- Third-parties with whom you have asked us to share your personal data.
- Third-party authentication providers you have asked to use for authentication (sign-on)
 - E.g. Google or Microsoft used for authentication on the platform
- Third-party providers you have asked to use for AI agent user support (in platform AI Agent)
 - E.g. Anthropic or Mistral use for AI agent in the platform

In the case of third-party AI agent usage:

- Information shared is limited to:
 - Username (for security and access control purposes)

- Directory/Folder (location of work to be executed within the application for security and access control purposes)
- Prompts (to execute the request)
- Metadata within the application: Tag names, titles, units, etc.
- No personal data should be shared within prompts.
- All information provided to third-party AI agents remains confidential and are not used for retraining the algorithms, as per the conditions provided by [Anthropic](#) and [Mistral](#).

Based on our legitimate interest, we may also share your personal data with third parties that assist us with our products and services. Some examples of third-party activities include the hosting of web servers, data analysis, and customer service. These companies have access to your personal data but only when this is required to perform their activities. They are not permitted to use your data for any other purposes.

Your personal data may not be sold or leased to third parties.

We may publish your personal data to enforce our policy, to comply with our legal obligations or in the interest of safety, in the public interest or for the purposes of legal enforcement in any country where we have entities or subsidiaries. We may follow up a request from a law enforcement agency, regulatory authority or government agency. We may also publish data for the purposes of current or scheduled court cases or to protect our property, safety, people or other rights and interests.

Should Indao S.A. be sold or merges with another company, your data will be accessible to the advisor of the potential buyer and transferred to the new company owners. In that case, we will take the appropriate measures to guarantee the integrity and confidentiality of your personal data.

The use of your personal data will always be subject to this policy.

4 TRANSFER OF YOUR PERSONAL DATA OUTSIDE THE EUROPEAN ECONOMIC AREA

In general, your personal data is stored within the European Economic Area (EEA).

If the client company chooses to host their instance of DATAmaestro or Indao on a server outside the European Economic Area (EEA), the client company is responsible for notifying their employees that their personal data is hosted on a server outside the EEA.

With regards to AI Agents, whether prompts or other data are transferred outside the EEA, depends on which AI Agent provider is selected by the client company to run within the Indao and DATAmaestro platforms. If the client company chooses an AI Agent contract or provider that does not provide EEA only guarantees, then the client company is responsible for notifying their employees that their AI Agent, prompts and other information described in this policy may be shared with AI Agent providers (e.g. Anthropic) outside the EEA.

In certain circumstances, we may transfer your personal data to third parties in third countries (outside the European Economic Area (EEA)). The said transfer of data outside the EEA is legal if the recipient of the data resides in a country with a level of protection deemed adequate by the

European Commission. Some of these countries may not have enacted equivalent data protection legislation to protect the use of your personal data. In such cases, we have researched whether appropriate preventive measures similar to those implemented within the EU are possible, for example by adopting standard contractual clauses. In specific cases, we will request your prior consent to the transfer of your personal data outside the EEA. Please follow the procedure set out in *Rights of the data subject* for further information on data transfer.

5 RIGHTS OF THE DATA SUBJECT

Data protection legislation provides various rights for the data subject with regard to the processing of personal data to ensure the data subject has sufficient control over the processing of their personal data.

You are entitled to inspect the data we hold on you and to request and receive a copy of the personal data on our records. You are entitled to request that we amend, add to or delete any outdated, incorrect or incomplete personal data relating to you when your personal details change. You are also entitled to limit the processing of your personal data and to object thereto. You are also entitled to receive the personal data you have provided to the data controller in a structured, commonly used, machine-readable format, and to transmit it to another data controller.

6 PROCEDURE TO EXERCISE RIGHTS AND OTHER PROVISIONS

We can request you verify your identity to ensure your request is lawful and that we are sending the reply to a person entitled to make such a request and to receive the data.

Please note that we may refuse access to your personal data or may not be able to grant your request under specific circumstances when we are entitled to do so under the applicable data protection legislation.

We have appointed a Data Protection Officer (DPO), who can be contacted by email dpo@indao.ai or telephone +32 4 225 58 10 to answer questions regarding the processing of your personal data. The DPO will respond to your requests to exercise your rights.

You are entitled to lodge a complaint with the competent supervising authority (for data protection). In Belgium, the Data Protection Authority, Drukpersstraat 35, 1000 Brussels (contact@apd-gba.be).

7 SECURITY

We make every effort to guarantee the security of your data. We have implemented reasonable technical and organisational measures to guarantee your personal data against accidental or unlawful destruction, loss, modification, unauthorised disclosure and/or unauthorised access to the data transmitted, saved or otherwise processed. Please note that the internet is an open network; we cannot therefore guarantee that unauthorised third parties will not be able to circumvent these measures or use your personal data for inappropriate purposes.

Our platforms may include links to third-party websites. We will not be held liable for the content of these websites, nor for the privacy standards and practices of the corresponding third party.

You must read and understand the relevant third-party and website privacy policies before accepting cookies and visiting a website, to ensure your personal data is sufficiently protected.

8 TERMS AND CONDITIONS OF USE AND LIABILITY

8.1 Rights to the website and materials – Permitted usage

Our platform and the materials available thereon (for example texts, images, videos, data, software, brands and trademarks and other data) are protected by intellectual property rights and other rights vested in us by our affiliated companies (parent companies, affiliated companies or subsidiaries) and/or licensors.

Visitors to our platforms or documentation and any other platforms (customer section) are permitted to consult the website, the platform and the material for their own purposes. This right of use is non-exclusive and non-transferable and we reserve the right to revoke this right at any time and without justification. Any other use of any element of our platforms (i.e. reproduction, changes, publication or any other form of distribution) is prohibited, unless we and/or the licensors have provided advance express permission in writing.

8.2 Prohibited use of the website and material

You undertake as follows: not to use the website, the platform and the material (1) illegally and/or for illegal purposes; (2) not to damage, modify, interrupt, stop it or impair its efficiency; (3) to disseminate or install computer viruses nor to disseminate or install material that is insulting, obscene, threatening or otherwise not in accordance with the intended use of the website and the platform; (4) not to infringe third-party or our rights to privacy, protection of personal data or intellectual property; (5) to disseminate or install material for marketing or advertising purposes without requesting our prior approval and only insofar as the recipient has requested the said material.

8.3 Liability

We shall make every effort to ensure the information we add to our website and the platform is as complete, correct and current as possible, although we cannot guarantee that the information provided does not include any errors. The information contained therein is not aimed at specific people or organisations and may therefore not be complete, relevant or accurate.

The information must not be considered professional or legal advice (an expert should always be consulted for these purposes). The user is responsible for the use of the website, the platform and their data. We waive all liability for any damage caused by any errors on our platforms.

We make every reasonable effort to limit technical malfunctions. Errors and malfunctions may however occur when using the website or the platform, which may hinder the availability or operation thereof. The website, the platform and the content thereof is provided “as is” and we do not accept any liability for issues resulting from the use of our website, the platform or the content thereof.

The website pages or the platform may contain links to external websites for whose content we neither assume nor will assume any liability with regard thereto. We will not be held liable for

material and information added by users to the website or platform. The user is obliged to indemnify or compensate us for all damage attributable to the material and information.

8.4 Applicable legislation and jurisdiction

Belgian law is applicable to our website, this policy and disputes that may arise with regard to these. In the event of a dispute, only the courts of Liège, Belgium, in French language shall have jurisdiction.

9 AMENDMENTS TO THIS POLICY

Indao S.A. may amend or update this policy to ensure the provision of information on how we process your personal data at that time. The updated version of this policy is available on the same website and will take effect upon publication. Please visit this webpage regularly to ensure you remain up-to-date on how we collect and process personal data, how and under what circumstances we use your personal data and when we share your personal data with third parties.