

# Terms and Conditions of Isora GRC

These Terms govern

- the use of Isora GRC, and,
- any other related Agreement or legal relationship with the Owner

in a legally binding way. Capitalized words are defined in the relevant dedicated section of this document.

The User must read this document carefully.

Isora GRC is provided by:

Salty Cloud, PBC. - 1401 Lavaca St, Suite #41401 Austin, TX 78701

**Owner contact email:** [howdy@saltycloud.com](mailto:howdy@saltycloud.com)

## What the User should know at a glance

- Please note that some provisions in these Terms may only apply to certain categories of Users. In particular, certain provisions may only apply to Consumers or to those Users that do not qualify as Consumers. Such limitations are always explicitly mentioned within each affected clause. In the absence of any such mention, clauses apply to all Users.
- **Usage of Isora GRC and the Service is age restricted:** to access and use Isora GRC and its Service the User must be an adult under applicable law.

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## TERMS OF USE

Unless otherwise specified, the terms of use detailed in this section apply generally when using Isora GRC.

Single or additional conditions of use or access may apply in specific scenarios and in such cases are additionally indicated within this document.

By using Isora GRC, Users confirm to meet the following requirements:

- There are no restrictions for Users in terms of being Consumers or Business Users;
- Users must be recognized as adult by applicable law;

### Account registration

To use the Service Users must register or create a User account, providing all required data or information in a complete and truthful manner.

Failure to do so will cause unavailability of the Service.

Users are responsible for keeping their login credentials confidential and safe. For this reason, Users are also required to choose passwords that meet the highest standards of strength permitted by Isora GRC.

By registering, Users agree to be fully responsible for all activities that occur under their username and password.

Users are required to immediately and unambiguously inform the Owner via the contact details indicated in this document, if they think their personal information, including but not limited to User accounts, access credentials or personal data, have been violated, unduly disclosed or stolen.

### Conditions for account registration

Registration of User accounts on Isora GRC is subject to the conditions outlined below. By registering, Users agree to meet such conditions.

- Accounts registered by bots or any other automated methods are not permitted.
- Unless otherwise specified, each User must register only one account.
- Unless explicitly permitted, a User account may not be shared with other persons.

### Account termination

Users can terminate their account and stop using the Service at any time by doing the following:

- By directly contacting the Owner at the contact details provided in this document.

## **Account suspension and deletion**

When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Owner shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

## **Content on Isora GRC**

Unless where otherwise specified or clearly recognizable, all content available on Isora GRC is owned or provided by the Owner or its licensors.

The Owner undertakes its utmost effort to ensure that the content provided on Isora GRC infringes no applicable legal provisions or third-party rights. However, it may not always be possible to achieve such a result.

In such cases, without prejudice to any legal prerogatives of Users to enforce their rights, Users are kindly asked to preferably report related complaints using the contact details provided in this document.

### **Rights regarding content on Isora GRC - All rights reserved**

The Owner holds and reserves all intellectual property rights for any such content.

Users may not, therefore, use such content in any way that is not necessary or implicit in the proper use of the Service.

In particular, but without limitation, Users may not copy, download, share (beyond the limits set forth below), modify, translate, transform, publish, transmit, sell, sublicense, edit, transfer/assign to third parties or create derivative works from the content available on Isora GRC, nor allow any third party to do so through the User or their device, even without the User's knowledge.

Where explicitly stated on Isora GRC, the User may download, copy and/or share some content available through Isora GRC for its sole personal and non-commercial use and provided that the copyright attributions and all the other attributions requested by the Owner are correctly implemented.

Any applicable statutory limitation or exception to copyright shall stay unaffected.

## **Content provided by Users**

The Owner allows Users to upload, share or provide their own content to Isora GRC.

By providing content to Isora GRC, Users confirm that they are legally allowed to do so and that they are not infringing any statutory provisions and/or third-party rights.

Further insights regarding acceptable content can be found inside the section of these Terms which detail the acceptable uses.

### **Rights regarding content provided by Users**

Users acknowledge and accept that by providing their own content on Isora GRC they grant the Owner a non-exclusive, fully paid-up and royalty-free license to process such content solely for the operation and maintenance of Isora GRC as contractually required.

To the extent permitted by applicable law, Users waive any moral rights in connection with content they provide to Isora GRC.

Users acknowledge, accept and confirm that all content they provide through Isora GRC is provided subject to the same general conditions set forth for content on Isora GRC.

### **Liability for provided content**

Users are solely liable for any content they upload, post, share, or provide through Isora GRC. Users acknowledge and accept that **the Owner does not filter or moderate such content.**

However, the Owner reserves the right to temporarily remove or block such content at its own discretion and, without prior notice, to deny the uploading User access to Isora GRC:

- upon becoming aware of any (alleged) violation of these Terms, any third-party rights, or applicable law, based on such content;
- if a notice of infringement of intellectual property rights is received;

- if a notice of violation of a third party's privacy, including their intimate privacy, is received;
- upon order of a public authority; or
- where the Owner is made aware that the content, while being accessible via Isora GRC, may represent a risk for Users, third parties and/or the availability of the Service.

The removal, deletion or blocking of content shall not entitle Users that have provided such content or that are liable for it, to any claims for compensation, damages or reimbursement.

Users agree to hold the Owner harmless from and against any claim asserted and/or damage suffered due to content they provided to or provided through Isora GRC.

### **Access to provided content**

Content that Users provide to Isora GRC is made available according to the criteria outlined within this section.

#### **Private content**

Private content provided by Users shall stay private and will not be shared with any third parties or accessed by the Owner without the User's explicit consent.

#### **Content for determined audiences**

Content meant to be made available to specific audiences may only be shared with such third parties as determined by Users.

Any personal data, identifier or any other information Users upload in connection with such content (such as a User-ID, avatar or nickname etc.) shall also appear in connection with the content. Users may (and are encouraged to) check on Isora GRC to find details of who can access the content they provide.

### **Access to external resources**

Through Isora GRC Users may have access to external resources provided by third parties. Users acknowledge and accept that the Owner has no control over such resources and is therefore not responsible for their content and availability.

Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

### **Acceptable use**

Isora GRC and the Service may only be used within the scope of what they are provided for, under these Terms and applicable law.

Users are solely responsible for making sure that their use of Isora GRC and/or the Service violates no applicable law, regulations or third-party rights.

Therefore, **the Owner reserves the right to take any appropriate measure to protect its legitimate interests including by denying Users access to Isora GRC or the Service, terminating contracts, reporting any misconduct performed through Isora GRC or the Service to the competent authorities – such as judicial or administrative authorities - whenever Users engage or are suspected to engage in any of the following activities:**

- violate laws, regulations and/or these Terms;
- infringe any third-party rights;
- considerably impair the Owner's legitimate interests;
- offend the Owner or any third party.

### **API usage terms**

Users may access their data relating to Isora GRC via the Application Program Interface (API). Any use of the API, including use of the API through a third-party product/service that accesses Isora GRC, is bound by these Terms and, in addition, by the following specific terms:

- the User expressly understands and agrees that the Owner bears no responsibility and shall not be held liable for any damages or losses resulting from the User's use of the

API or their use of any third-party products/services that access data through the API.

## **TERMS AND CONDITIONS OF SALE**

### **Provision of personal data**

To access or receive some of the Products provided via Isora GRC as part of the Service, Users may be required to provide their personal data as indicated on Isora GRC.

### **Paid Products**

Some of the Products provided on Isora GRC, as part of the Service, are provided on the basis of payment.

The fees, duration and conditions applicable to the purchase of such Products are described below and in the dedicated sections of Isora GRC.

### **Product description**

Prices, descriptions or availability of Products are outlined in the respective sections of Isora GRC and are subject to change without notice.

While Products on Isora GRC are presented with the greatest accuracy technically possible, representation on Isora GRC through any means (including, as the case may be, graphic material, images, colors, sounds) is for reference only and implies no warranty as to the characteristics of the purchased Product.

The characteristics of the chosen Product will be outlined during the purchasing process.

### **Purchasing process**

Any steps taken from choosing a Product to order submission form part of the purchasing process.

The purchasing process includes these steps:

- Users must choose the desired Product and verify their purchase selection.
- After having reviewed the information displayed in the purchase selection, Users may place the order by submitting it.

### **Order submission**

When the User submits an order, the following applies:

- The submission of an order determines contract conclusion and therefore creates for the User the obligation to pay the price, taxes and possible further fees and expenses, as specified on the order page.
- In case the purchased Product requires an action from the User, such as the provision of personal information or data, specifications or special wishes, the order submission creates an obligation for the User to cooperate accordingly.
- Upon submission of the order, Users will receive a receipt confirming that the order has been received.

All notifications related to the described purchasing process shall be sent to the email address provided by the User for such purposes.

### **Prices**

Users are informed during the purchasing process and before order submission, about any fees, taxes and costs (including, if any, delivery costs) that they will be charged in accordance with the GSA Schedule Pricelist.

Prices on Isora GRC are displayed:

- Owner shall state separately on invoices taxes excluded from the fees, and the User agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).

### **Methods of payment**

Information related to accepted payment methods is made available during the purchasing process.

Some payment methods may only be available subject to additional conditions or fees. In such cases related information can be found in the dedicated section of Isora GRC.

All payments are independently processed through third-party services. Therefore, Isora GRC does not collect any payment information – such as credit card details – but only receives a notification once the payment has been successfully completed. The User may read the privacy policy of Isora GRC to learn more about the data processing and Users' rights regarding their data.

If a payment through the available methods fails or is refused by the payment service provider, the Owner shall be under no obligation to fulfill the purchase order.

## **Retention of usage rights**

Users do not acquire any rights to use the purchased Product until the total purchase price is received by the Owner.

## **Delivery**

### **Performance of services**

The purchased service shall be performed or made available within the timeframe specified on Isora GRC or as communicated before the order submission.

## **Contract duration**

### **Subscriptions**

Subscriptions allow Users to receive a Product continuously or regularly over time. Details regarding the type of subscription and termination are outlined below.

### **Fixed-term subscriptions**

Paid fixed-term subscriptions start on the day the payment is received by the Owner and last for the subscription period chosen by the User or otherwise specified during the purchasing process. Once the subscription period expires, the Product shall no longer be accessible.

## **Refunds**

In most cases, payments for Isora GRC subscriptions and licenses are not refundable. If you have an issue with your account please contact SaltyCloud Support at [support@saltycloud.com](mailto:support@saltycloud.com).

## **Liability and indemnification**

Unless otherwise explicitly stated or agreed with Users, the Owner's liability for damages in connection with the execution of the Agreement shall be excluded, limited and/or reduced to the maximum extent permitted by applicable law.

### **Reserved**

### **Limitation of liability**

Unless otherwise explicitly stated and without prejudice to applicable law, Users shall have no right to claim damages against the Owner (or any natural or legal person acting on its behalf) except for Direct Damages.

This does not apply to damages to life, health or physical integrity, damages resulting from the breach of material contractual obligations such as any obligation strictly necessary to achieve the purpose of the contract, and/or damages resulting from fraud, intent or gross negligence, as long as Isora GRC has been appropriately and correctly used by the User.

Unless damages have been caused by way of intent or gross negligence, or they affect life, health or physical integrity, the Owner shall only be liable to the extent of typical and foreseeable damages at the moment the contract was entered into.

## **Australian Users**

### **Limitation of liability**

Nothing in these Terms excludes, restricts or modifies any guarantee, condition, warranty, right or remedy which the User may have under the Competition and Consumer Act 2010 (Cth) or any similar state and territory legislation and which cannot be excluded, restricted or modified (non-excludable right). To the fullest extent permitted by law, our liability to the User, including liability for a breach of a non-excludable right and liability which is not otherwise excluded under these Terms,

is limited, at the Owner's sole discretion, to the re-performance of the services or the payment of the cost of having the services supplied again.

## **US Users**

### **Disclaimer of Warranties**

Owner warrants that the Service will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with Service written materials accompanying it. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, Isora GRC is provided strictly on an "as is" and "as available" basis. Use of the Service is at Users' own risk. To the maximum extent permitted by applicable law, the Owner expressly disclaims all conditions, representations, and warranties — whether express, implied, statutory or otherwise, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. No advice or information, whether oral or written, obtained by the User from the Owner or through the Service will create any warranty not expressly stated herein.

Without limiting the foregoing, the Owner, its subsidiaries, affiliates, licensors, officers, directors, agents, co-branders, partners, suppliers and employees do not warrant that the content is accurate, reliable or correct; that the Service will meet Users' requirements; that the Service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Service is downloaded at Users' own risk and Users shall be solely responsible for any damage to Users' computer system or mobile device or loss of data that results from such download or Users' use of the Service.

The Owner does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website or service, and the Owner shall not be a party to or in any way monitor any transaction between Users and third-party providers of products or services.

The Service may become inaccessible or it may not function properly with Users' web browser, mobile device, and/or operating system. The owner cannot be held liable for any perceived or actual damages arising from Service content, operation, or use of this Service. Federal law, some states, and other jurisdictions, do not allow the exclusion and limitations of certain implied warranties. The above exclusions may not apply to Users. This Agreement gives Users specific legal rights, and Users may also have other rights which vary from state to state. The disclaimers and exclusions under this agreement shall not apply to the extent prohibited by applicable law.

### **Limitations of liability**

To the maximum extent permitted by applicable law, in no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for:

- any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Service; and
- any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Service or User account or the information contained therein;
- any errors, mistakes, or inaccuracies of content;
- personal injury or property damage, of any nature whatsoever, resulting from User access to or use of the Service;

- any unauthorized access to or use of the Owner s secure servers and/or any and all personal information stored therein;
- any interruption or cessation of transmission to or from the Service;
- any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Service;
- any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or
- the defamatory, offensive, or illegal conduct of any User or third party. In no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount paid by User to the Owner hereunder in the preceding 12 months, or the period of duration of this agreement between the Owner and User, whichever is shorter.

This limitation of liability section shall apply to the fullest extent permitted by law in the applicable jurisdiction whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if the User has been advised of the possibility of such damage.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore the above limitations or exclusions may not apply to the User. The terms give User specific legal rights, and User may also have other rights which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under the terms shall not apply to the extent prohibited by applicable law. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

Reserved

## Common provisions

### No Waiver

The Owner s failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

### Service interruption

To ensure the best possible service level, the Owner reserves the right to interrupt the Service for maintenance, system updates or any other changes, informing the Users appropriately. Within the limits of law, the Owner may also decide to suspend or discontinue the Service altogether. If the Service is discontinued, the Owner will cooperate with Users to enable them to withdraw personal data or information and will respect Users' rights relating to continued product use and/or compensation, as provided for by applicable law.

Additionally, the Service might not be available due to reasons outside the Owner s reasonable control, such as "force majeure" events (infrastructural breakdowns or blackouts etc.).

### Service reselling

Users may not reproduce, duplicate, copy, sell, resell or exploit any portion of Isora GRC and of its Service without the Owner s express prior written permission, granted either directly or through a legitimate reselling programme.

### Privacy policy

To learn more about the use of their personal data, Users may refer to the privacy policy of Isora

GRC attached hereto.

## **Intellectual property rights**

Without prejudice to any more specific provision of these Terms, any intellectual property rights, such as copyrights, trademark rights, patent rights and design rights related to Isora GRC are the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.

All trademarks — nominal or figurative — and all other marks, trade names, service marks, word marks, illustrations, images, or logos appearing in connection with Isora GRC are, and remain, the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties related to intellectual property.

## **Changes to these Terms**

The Owner reserves the right to non-materially amend or otherwise modify these Terms at any time. In such cases, the Owner will appropriately inform the User of these changes.

Such changes will only affect the relationship with the User from the date communicated to Users onwards.

**The continued use of the Service will signify the User s acceptance of the revised Terms.** If

Users do not wish to be bound by the changes, they must stop using the Service and may terminate the Agreement.

The applicable previous version will govern the relationship prior to the User's acceptance. The User can obtain any previous version from the Owner.

If legally required, the Owner will notify Users in advance of when the modified Terms will take effect.

## **Assignment of contract**

The Owner reserves the right to transfer, assign, dispose of by novation, or subcontract any or all rights or obligations under these Terms, taking the User s legitimate interests into account in accordance with the provisions set forth at FAR 42.1204. Provisions regarding changes of these Terms will apply accordingly.

Users may not assign or transfer their rights or obligations under these Terms in any way, without the written permission of the Owner.

## **Contacts**

All communications relating to the use of Isora GRC must be sent using the contact information stated in this document.

## **Severability**

Should any provision of these Terms be deemed or become invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

## **US Users**

Any such invalid or unenforceable provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent. These Terms constitute the entire Agreement between Users and the Owner with respect to the subject matter hereof, and supersede all other communications, including but not limited to all prior agreements, between the parties with respect to such subject matter. These Terms will be enforced to the fullest extent permitted by law.

## **EU Users**

Should any provision of these Terms be or be deemed void, invalid or unenforceable, the parties shall do their best to find, in an amicable way, an agreement on valid and enforceable provisions thereby substituting the void, invalid or unenforceable parts.

In case of failure to do so, the void, invalid or unenforceable provisions shall be replaced by the applicable statutory provisions, if so permitted or stated under the applicable law.

Without prejudice to the above, the nullity, invalidity or impossibility to enforce a particular provision



of these Terms shall not nullify the entire Agreement, unless the severed provisions are essential to the Agreement, or of such importance that the parties would not have entered into the contract if they had known that the provision would not be valid, or in cases where the remaining provisions would translate into an unacceptable hardship on any of the parties.

## **Governing law**

These Terms are governed by the Federal law of the United States, without regard to conflict of laws principles.

### **Prevalence of national law**

However, regardless of the above, if the law of the country that the User is located in provides for higher applicable consumer protection standards, such higher standards shall prevail.

### **Exception for Consumers in Switzerland**

If the User qualifies as a Consumer in Switzerland, Swiss law will apply.

### **Exception for Consumers in Brazil**

If the User qualifies as a Consumer in Brazil and the product and/or service is commercialized in Brazil, Brazilian law will apply.

## **Venue of jurisdiction**

The exclusive competence to decide on any controversy resulting from or connected to these Terms shall be in accordance with the Federal laws of the United States.

### **Exception for Consumers in Europe**

The above does not apply to any Users that qualify as European Consumers, nor to Consumers based in the United Kingdom, Switzerland, Norway or Iceland.

### **Exception for Consumers in Brazil**

The above does not apply to Users in Brazil that qualify as Consumers.

## **Accessibility**

The Owner is committed to making the content accessible to Users with disabilities. If Users have a disability and are unable to access any portion of Isora GRC due to their disability, they should give a notice including a detailed description of the issue encountered. If the issue is readily identifiable and resolvable in accordance with industry-standard information technology tools and techniques, the Owner commits to promptly address it.

## **Dispute resolution**

### **Amicable dispute resolution**

Users may bring any disputes to the Owner who will try to resolve them amicably.

While Users' right to take legal action shall always remain unaffected, in the event of any controversy regarding the use of Isora GRC or the Service, Users are kindly asked to contact the Owner at the contact details provided in this document.

The User may submit the complaint including a brief description and if applicable, the details of the related order, purchase, or account, to the Owner's email address specified in this document.

The Owner will process the complaint without undue delay and within 2 days of receiving it.

## **Definitions and legal references**

### **Isora GRC (or this Application)**

The property that enables the provision of the Service.

### **Agreement**

Any legally binding or contractual relationship between the Owner and the User, governed by these Terms.

### **Brazilian (or Brazil)**

Applies where a User, regardless of nationality, is in Brazil.

### **Business User**

Any User that does not qualify as a Consumer.

**Digital Product**

Is a Product that consists of:

- content produced and supplied in digital form; and/or
- a service that allows for the creation, processing, storing or accessing data in a digital form or the sharing or any other form of interaction with digital data uploaded or created by the User or any other user of Isora GRC.

**European (or Europe)**

Applies where a User, regardless of nationality, is in the EU.

**Owner (or We)**

Indicates the natural person(s) or legal entity that provides Isora GRC and/or the Service to Users.

**Product**

A good or service available through Isora GRC, such as e.g. physical goods, digital files, software, booking services etc., and any other types of products separately defined herein, such as Digital Products.

**Service**

The service provided by Isora GRC as described in these Terms and on Isora GRC.

**Terms**

All provisions applicable to the use of Isora GRC and/or the Service as described in this document, including any other related documents or agreements, and as updated from time to time.

**User (or You)**

Indicates Ordering Activity entity authorized to order under GSA Schedule contracts as defined in GSA Order OGP 4800.2I .

**Consumer**

Consumer is any User qualifying as such under applicable law.

Latest update: August 13, 2024

# Privacy Policy of Isora GRC

Isora GRC collects some Personal Data from its Users.

This document contains a section dedicated to Users in the United States and their privacy rights.

This document can be printed for reference by using the print command in the settings of any browser.

## POLICY SUMMARY

### **Personal Data processed for the following purposes and using the following services:**

#### **Advertising**

##### **Google Ad Manager and LinkedIn Ads**

Personal Data: Trackers; Usage Data

#### **Analytics**

##### **Google Analytics 4**

Personal Data: number of Users; session statistics; Trackers; Usage Data

#### **Heat mapping and session recording**

##### **Hotjar Heat Maps and Recordings**

Personal Data: Trackers; Usage Data; various types of Data as specified in the privacy policy of the service

#### **Hosting and backend infrastructure**

##### **Amazon Web Services (AWS)**

Personal Data: various types of Data as specified in the privacy policy of the service

#### **Interaction with live chat platforms**

##### **Gist**

#### **Managing contacts and sending messages**

##### **Sendgrid**

Personal Data: company name; country; email address; first name; last name; Usage Data

#### **User database management**

##### **Apollo.io**

Personal Data: address; company name; contact details; date of the message; email opens; industry; name; time the message was received; time the message was sent

### **Information on opting out of interest-based advertising**

In addition to any opt-out feature provided by any of the services listed in this document, Users may learn more on how to generally opt out of interest-based advertising within the dedicated section of the Cookie Policy.

### **Contact information**

#### **Owner and Data Controller**

Salty Cloud, PBC. - 1401 Lavaca St, Suite #41401 Austin, TX 78701

**Owner contact email:** [howdy@saltycloud.com](mailto:howdy@saltycloud.com)

## **FULL POLICY**

### **Owner and Data Controller**

Salty Cloud, PBC. - 1401 Lavaca St, Suite #41401 Austin, TX 78701

**Owner contact email:** howdy@saltycloud.com

### **Types of Data collected**

Among the types of Personal Data that Isora GRC collects, by itself or through third parties, there are: Trackers; Usage Data; number of Users; session statistics; name; contact details; address; company name; industry; email opens; date of the message; time the message was sent; time the message was received; email address; first name; last name; country.

Complete details on each type of Personal Data collected are provided in the dedicated sections of this privacy policy or by specific explanation texts displayed prior to the Data collection.

Personal Data may be freely provided by the User, or, in case of Usage Data, collected automatically when using Isora GRC.

Unless specified otherwise, all Data requested by Isora GRC is mandatory and failure to provide this Data may make it impossible for Isora GRC to provide its services. In cases where Isora GRC specifically states that some Data is not mandatory, Users are free not to communicate this Data without consequences to the availability or the functioning of the Service.

Users who are uncertain about which Personal Data is mandatory are welcome to contact the Owner.

Any use of Cookies – or of other tracking tools — by Isora GRC or by the owners of third-party services used by Isora GRC serves the purpose of providing the Service required by the User, in addition to any other purposes described in the present document and in the Cookie Policy.

Users are responsible for any third-party Personal Data obtained, published or shared through Isora GRC.

### **Mode and place of processing the Data**

#### **Methods of processing**

The Owner takes appropriate security measures to prevent unauthorized access, disclosure, modification, or unauthorized destruction of the Data.

The Data processing is carried out using computers and/or IT enabled tools, following organizational procedures and modes strictly related to the purposes indicated. In addition to the Owner, in some cases, the Data may be accessible to certain types of persons in charge, involved with the operation of Isora GRC (administration, sales, marketing, legal, system administration) or external parties (such as third-party technical service providers, mail carriers, hosting providers, IT companies, communications agencies) appointed, if necessary, as Data Processors by the Owner. The updated list of these parties may be requested from the Owner at any time.

#### **Place**

The Data is processed at the Owner's operating offices and in any other places where the parties involved in the processing are located.

Depending on the User's location, data transfers may involve transferring the User's Data to a country

other than their own. To find out more about the place of processing of such transferred Data, Users can check the section containing details about the processing of Personal Data.

### **Retention time**

Unless specified otherwise in this document, Personal Data shall be processed and stored for as long as required by the purpose they have been collected for and may be retained for longer due to applicable legal obligation or based on the Users' consent.

### **The purposes of processing**

The Data concerning the User is collected to allow the Owner to provide its Service, comply with its legal obligations, respond to enforcement requests, protect its rights and interests (or those of its Users or third parties), detect any malicious or fraudulent activity, as well as the following: Analytics, Heat mapping and session recording, Hosting and backend infrastructure, Advertising, Interaction with live chat platforms, User database management and Managing contacts and sending messages.

For specific information about the Personal Data used for each purpose, the User may refer to the section "Detailed information on the processing of Personal Data".

### **Detailed information on the processing of Personal Data**

Personal Data is collected for the following purposes and using the following services:

#### **Advertising**

#### **Analytics**

#### **Heat mapping and session recording**

#### **Hosting and backend infrastructure**

#### **Interaction with live chat platforms**

#### **Managing contacts and sending messages**

#### **User database management**

### **Information on opting out of interest-based advertising**

In addition to any opt-out feature provided by any of the services listed in this document, Users may learn more on how to generally opt out of interest-based advertising within the dedicated section of the Cookie Policy.

Isora GRC uses Trackers. To learn more, Users may consult the Cookie Policy.

### **Further Information for Users**

#### **Legal basis of processing**

The Owner may process Personal Data relating to Users if one of the following applies:

- Users have given their consent for one or more specific purposes.
- provision of Data is necessary for the performance of an agreement with the User and/or for any pre-contractual obligations thereof;
- processing is necessary for compliance with a legal obligation to which the Owner is subject;
- processing is related to a task that is carried out in the public interest or in the exercise of official authority vested in the Owner;

- processing is necessary for the purposes of the legitimate interests pursued by the Owner or by a third party.

In any case, the Owner will gladly help to clarify the specific legal basis that applies to the processing, and in particular whether the provision of Personal Data is a statutory or contractual requirement, or a requirement necessary to enter into a contract.

#### **Further information about retention time**

Unless specified otherwise in this document, Personal Data shall be processed and stored for as long as required by the purpose they have been collected for and may be retained for longer due to applicable legal obligation or based on the Users consent.

Therefore:

- Personal Data collected for purposes related to the performance of a contract between the Owner and the User shall be retained until such contract has been fully performed.
- Personal Data collected for the purposes of the Owner s legitimate interests shall be retained as long as needed to fulfill such purposes. Users may find specific information regarding the legitimate interests pursued by the Owner within the relevant sections of this document or by contacting the Owner.

The Owner may be allowed to retain Personal Data for a longer period whenever the User has given consent to such processing, as long as such consent is not withdrawn. Furthermore, the Owner may be obliged to retain Personal Data for a longer period whenever required to fulfil a legal obligation or upon order of an authority.

Once the retention period expires, Personal Data shall be deleted. Therefore, the right of access, the right to erasure, the right to rectification and the right to data portability cannot be enforced after expiration of the retention period.

#### **The rights of Users based on the General Data Protection Regulation (GDPR)**

Users may exercise certain rights regarding their Data processed by the Owner.

In particular, Users have the right to do the following, to the extent permitted by law:

- **Withdraw their consent at any time.** Users have the right to withdraw consent where they have previously given their consent to the processing of their Personal Data.
- **Object to processing of their Data.** Users have the right to object to the processing of their Data if the processing is carried out on a legal basis other than consent.
- **Access their Data.** Users have the right to learn if Data is being processed by the Owner, obtain disclosure regarding certain aspects of the processing and obtain a copy of the Data undergoing processing.
- **Verify and seek rectification.** Users have the right to verify the accuracy of their Data and ask for it to be updated or corrected.

- **Restrict the processing of their Data.** Users have the right to restrict the processing of their Data. In this case, the Owner will not process their Data for any purpose other than storing it.
- **Have their Personal Data deleted or otherwise removed.** Users have the right to obtain the erasure of their Data from the Owner.
- **Receive their Data and have it transferred to another controller.** Users have the right to receive their Data in a structured, commonly used and machine readable format and, if technically feasible, to have it transmitted to another controller without any hindrance.
- **Lodge a complaint.** Users have the right to bring a claim before their competent data protection authority.

Users are also entitled to learn about the legal basis for Data transfers abroad including to any international organization governed by public international law or set up by two or more countries, such as the UN, and about the security measures taken by the Owner to safeguard their Data.

#### **Details about the right to object to processing**

**Where Personal Data is processed for a public interest, in the exercise of an official authority vested in the Owner or for the purposes of the legitimate interests pursued by the Owner, Users may object to such processing by providing a ground related to their particular situation to justify the objection.**

**Users must know that, however, should their Personal Data be processed for direct marketing purposes, they can object to that processing at any time, free of charge and without providing any justification. Where the User objects to processing for direct marketing purposes, the Personal Data will no longer be processed for such purposes. To learn whether the Owner is processing Personal Data for direct marketing purposes, Users may refer to the relevant sections of this document.**

#### **How to exercise these rights**

Any requests to exercise User rights can be directed to the Owner through the contact details provided in this document. Such requests are free of charge and will be answered by the Owner as early as possible and always within one month, providing Users with the information required by law. Any rectification or erasure of Personal Data or restriction of processing will be communicated by the Owner to each recipient, if any, to whom the Personal Data has been disclosed unless this proves impossible or involves disproportionate effort. At the Users' request, the Owner will inform them about those recipients.

### **Further information for Users in the United States**

This part of the document integrates with and supplements the information contained in the rest of the privacy policy and is provided by the business running Isora GRC and, if the case may be, its parent, subsidiaries and affiliates (for the purposes of this section referred to collectively as "we", "us", "our").

The information contained in this section applies to all Users (Users are referred to below, simply as "you", "your", "yours"), who are residents in the following states: **California, Virginia, Colorado,**

**Connecticut, Utah, Texas, Oregon, Nevada, Delaware, Iowa, New Hampshire, New Jersey, Nebraska and Montana.**

For such Users, this information supersedes any other possibly divergent or conflicting provisions contained in the privacy policy.

This part of the document uses the term Personal Information.

#### **Notice at collection**

The following Notice at collection provides you with timely notice about the **categories of Personal Information collected or disclosed in the past 12 months** so that you can exercise meaningful control over our use of that Information.

*While such categorization of Personal Information is mainly based on California privacy laws, it can also be helpful for anyone who is not a California resident to get a general idea of what types of Personal Information are collected.*

#### **Internet or other electronic network activity information**

**Personal Information collected or disclosed:** Trackers, Usage Data, number of Users, session statistics, various types of Data as specified in the privacy policy of the service, email address, first name, last name, company name, country

#### **Purposes:**

- Analytics
- Heat mapping and session recording
- Advertising
- Managing contacts and sending messages

**Retention period:** for the time necessary to fulfill the purpose

**Sold or Shared** : No

**Targeted Advertising:** : No

**Third-parties:** Google LLC, Hotjar Ltd., LinkedIn Corporation, Sendgrid

#### **Identifiers**

**Personal Information collected or disclosed:** Trackers, Usage Data, various types of Data as specified in the privacy policy of the service, name, contact details, address, company name, industry, email opens, date of the message, time the message was sent, time the message was received, email address, first name, last name, country

#### **Purposes:**

- Heat mapping and session recording
- Hosting and backend infrastructure
- User database management
- Managing contacts and sending messages



**Retention period:** for the time necessary to fulfill the purpose

**Sold or Shared** : No

**Targeted Advertising:** : No

**Third-parties:** Hotjar Ltd., Amazon Web Services, Inc., ZenLeads Inc. d/b/a Apollo.io, Sendgrid

## Commercial information

**Personal Information collected or disclosed:** name, contact details, address, company name, industry, email opens, date of the message, time the message was sent, time the message was received, email address, Usage Data, first name, last name, country

### Purposes:

- User database management
- Managing contacts and sending messages

**Retention period:** for the time necessary to fulfill the purpose

**Sold or Shared** : No

**Targeted Advertising:** : No

**Third-parties:** ZenLeads Inc. d/b/a Apollo.io, Sendgrid

**To know more about your rights you can refer to the** “Your privacy rights under US state laws” **section of our privacy policy.**

For more details on the collection of Personal Information, please read the section “Detailed information on the processing of Personal Data” of our privacy policy.

We won't process your Information for unexpected purposes, or for purposes that are not reasonably necessary to and compatible with the purposes originally disclosed, without your consent.

### What are the sources of the Personal Information we collect?

We collect the above-mentioned categories of Personal Information, either directly or indirectly, from you when you use Isora GRC.

For example, you directly provide your Personal Information when you submit requests via any forms on Isora GRC. You also provide Personal Information indirectly when you navigate Isora GRC, as Personal Information about you is automatically observed and collected.

Finally, we may collect your Personal Information from third parties that work with us in connection with the Service or with the functioning of Isora GRC and features thereof.

### Your privacy rights under US state laws

You may exercise certain rights regarding your Personal Information. In particular, to the extent permitted by applicable law, you have:

- **the right to access Personal Information: the right to know.** You have the right to request that we confirm whether or not we are processing your Personal Information. You also have the right to access such Personal Information;

- **the right to correct inaccurate Personal Information.** You have the right to request that we correct any inaccurate Personal Information we maintain about you;
- **the right to request the deletion of your Personal Information.** You have the right to request that we delete any of your Personal Information;
- **the right to obtain a copy of your Personal Information.** We will provide your Personal Information in a portable and usable format that allows you to transfer data easily to another entity – provided that this is technically feasible;
- **the right to opt out from the Sale of your Personal Information;** We will not discriminate against you for exercising your privacy rights.
- **the right to non-discrimination.**

#### **Additional rights for Users residing in California**

In addition to the rights listed above common to all Users in the United States, as a User residing in California, you have

- **The right to opt out of the Sharing of your Personal Information** for cross-context behavioral advertising;
- **The right to request to limit our use or disclosure of your Sensitive Personal Information** to only that which is necessary to perform the services or provide the goods, as is reasonably expected by an average consumer. Please note that certain exceptions outlined in the law may apply, such as, when the collection and processing of Sensitive Personal Information is necessary to verify or maintain the quality or safety of our service.

#### **Additional rights for Users residing in Virginia, Colorado, Connecticut, Texas, Oregon, Nevada, Delaware, Iowa, New Hampshire, New Jersey, Nebraska and Montana**

In addition to the rights listed above common to all Users in the United States, as a User residing in Virginia, Colorado, Connecticut, Texas, Oregon, Nevada, Delaware, Iowa, New Hampshire, New Jersey, Nebraska and Montana you have

- **The right to opt out of** the processing of your personal information for **Targeted Advertising or profiling** in furtherance of decisions that produce legal or similarly significant effects concerning you;
- **The right to freely give, deny or withdraw your consent for the processing of your Sensitive Personal Information.** Please note that certain exceptions outlined in the law may apply, such as, but not limited to, when the collection and processing of Sensitive Personal Information is necessary for the provision of a product or service specifically requested by the consumer.

#### **Additional rights for users residing in Utah and Iowa**

In addition to the rights listed above common to all Users in the United States, as a User residing in Utah and Iowa, you have

- **The right to opt out of** the processing of your Personal Information for **Targeted Advertising;**

- **The right to opt out of the processing of your Sensitive Personal Information.** Please note that certain exceptions outlined in the law may apply, such as, but not limited to, when the collection and processing of Sensitive Personal Information is necessary for the provision of a product or service specifically requested by the consumer.

### **How to exercise your privacy rights under US state laws**

To exercise the rights described above, you need to submit your request to us by contacting us via the contact details provided in this document.

For us to respond to your request, we must know who you are. We will not respond to any request if we are unable to verify your identity and therefore confirm the Personal Information in our possession relates to you. You are not required to create an account with us to submit your request. We will use any Personal Information collected from you in connection with the verification of your request solely for verification and shall not further disclose the Personal Information, retain it longer than necessary for purposes of verification, or use it for unrelated purposes.

If you are an adult, you can make a request on behalf of a child under your parental authority.

### **How to exercise your rights to opt out**

In addition to what is stated above, to exercise your right to opt-out of Sale or Sharing and Targeted Advertising you can also use the privacy choices link provided on Isora GRC.

If you want to submit requests to opt out of Sale or Sharing and Targeted Advertising activities via a user-enabled **global privacy control**, such as for example the Global Privacy Control ( GPC”), you are free to do so and we will abide by such request in a frictionless manner.

### **How and when we are expected to handle your request**

We will respond to your request without undue delay, but in all cases within the timeframe required by applicable law. Should we need more time, we will explain to you the reasons why, and how much more time we need.

Should we deny your request, we will explain to you the reasons behind our denial (where envisaged by applicable law you may then contact the relevant authority to submit a complaint).

We do not charge a fee to process or respond to your request unless such request is manifestly unfounded or excessive and in all other cases where it is permitted by the applicable law. In such cases, we may charge a reasonable fee or refuse to act on the request. In either case, we will communicate our choices and explain the reasons behind them.

## **Additional information about Data collection and processing**

### **Legal action**

The User's Personal Data may be used for legal purposes by the Owner in Court or in the stages leading to possible legal action arising from improper use of Isora GRC or the related Services.

The User declares to be aware that the Owner may be required to reveal personal data upon request of public authorities.

### **Additional information about User's Personal Data**

In addition to the information contained in this privacy policy, Isora GRC may provide the User with additional and contextual information concerning particular Services or the collection and processing of Personal Data upon request.

### **System logs and maintenance**

For operation and maintenance purposes, Isora GRC and any third-party services may collect files that record interaction with Isora GRC (System logs) or use other Personal Data (such as the IP Address) for this purpose.

### **Information not contained in this policy**

More details concerning the collection or processing of Personal Data may be requested from the Owner at any time. Please see the contact information at the beginning of this document.

### **Changes to this privacy policy**

The Owner reserves the right to make non-material changes to this privacy policy at any time by notifying its Users on this page and possibly within Isora GRC and/or - as far as technically and legally feasible - sending a notice to Users via any contact information available to the Owner. It is strongly recommended to check this page often, referring to the date of the last modification listed at the bottom.

Should the changes affect processing activities performed on the basis of the User's consent, the Owner shall collect new consent from the User, where required.

## **Definitions and legal references**

### **Personal Data (or Data) / Personal Information (or Information)**

Any information that directly, indirectly, or in connection with other information — including a personal identification number — allows for the identification or identifiability of a natural person.

### **Sensitive Personal Information**

Sensitive Personal Information means any Personal Information that is not publicly available and reveals information considered sensitive according to the applicable privacy law.

### **Usage Data**

Information collected automatically through Isora GRC (or third-party services employed in Isora GRC), which can include: the IP addresses or domain names of the computers utilized by the Users who use Isora GRC, the URI addresses (Uniform Resource Identifier), the time of the request, the method utilized to submit the request to the server, the size of the file received in response, the numerical code indicating the status of the server's answer (successful outcome, error, etc.), the country of origin, the features of the browser and the operating system utilized by the User, the various time details per visit (e.g., the time spent on each page within the Application) and the details about the path followed within the Application with special reference to the sequence of pages visited, and other parameters about the device operating system and/or the User's IT environment.

### **User**

The Ordering Activity entity authorized to order under GSA Schedule contracts as defined in GSA Order OGP 4800.2I .

### **Data Subject**

The natural person to whom the Personal Data refers.

### **Data Processor (or Processor)**

The natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller, as described in this privacy policy.

**Data Controller (or Owner)**

The natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data, including the security measures concerning the operation and use of Isora GRC. The Data Controller, unless otherwise specified, is the Owner of Isora GRC.

**Isora GRC (or this Application)**

The means by which the Personal Data of the User is collected and processed.

**Service**

The service provided by Isora GRC as described in the relative terms (if available) and on this site/application.

**Sale**

Sale means any exchange of Personal Information by the Owner to **a third party, for monetary or other valuable consideration**, as defined by the applicable privacy US state law. Please note that the exchange of Personal Information with a service provider pursuant to a written contract that meets the requirements set by the applicable law, does not constitute a Sale of your Personal Information.

**Sharing**

Sharing means any sharing, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a consumer's Personal Information by the business to a **third party for cross-context behavioral advertising**, whether for monetary or other valuable consideration, including transactions between a business and a third party for cross-context behavioral advertising for the benefit of a business in which no money is exchanged, as defined by the California privacy laws. Please note that the exchange of Personal Information with a service provider pursuant to a written contract that meets the requirements set by the California privacy laws, does not constitute sharing of your Personal Information.

**Targeted advertising**

Targeted advertising means displaying advertisements to a consumer where the advertisement is selected based on Personal Information obtained from that consumer's activities over time and across nonaffiliated websites or online applications to predict such consumer's preferences or interests, as defined by the applicable privacy US state law.

**European Union (or EU)**

Unless otherwise specified, all references made within this document to the European Union include all current member states to the European Union and the European Economic Area.

**Cookie**

Cookies are Trackers consisting of small sets of data stored in the User's browser.

**Tracker**

Tracker indicates any technology - e.g Cookies, unique identifiers, web beacons, embedded scripts, e-tags and fingerprinting - that enables the tracking of Users, for example by accessing or storing information on the User's device.

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**Legal information**

This privacy statement has been prepared based on provisions of multiple legislations.

This privacy policy relates solely to Isora GRC, if not stated otherwise within this document.

Latest update: August 09, 2024