

Jennacap.ai — Terms of Use and Privacy Policy

About these Terms

Jennacap.ai is operated by Foundersuite, Inc. ("Foundersuite", "we", "us", "our"). These Terms of Use and Privacy Policy (together, these "Terms") govern your access to and use of the Jennacap.ai website, applications, and related services (collectively, the "Services").

Jennacap.ai is an AI-assisted fundraising tool for startup founders. You upload your pitch deck and company information; we analyse it to produce a ranked shortlist of investors, suggest contacts at those firms, and help you identify warm introduction paths through your own network.

By accessing or using the Services, creating an account, or clicking to accept these Terms, you agree to be bound by them. If you do not agree, do not use the Services. If you are using the Services on behalf of a company or other entity, you represent that you have authority to bind that entity, and "you" refers to both you and that entity.

You must be at least 18 years old to use the Services. The Services are intended for business use by founders and their teams, and are not directed to children.

Part One: Terms governing use of the Service

1. Licence to use our Services

Subject to these Terms and your payment of all applicable fees, we grant you a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable licence to use our Services for your own internal business purposes in connection with raising capital for your own company, and not for resale, redistribution, or the benefit of any third party.

Except for your pre-existing rights and this licence, we and our licensors retain all right, title and interest in and to our Services, including all related intellectual property rights. Our Services are protected by applicable intellectual property laws, including United States copyright law, database rights, and international treaties.

Except as otherwise explicitly provided in these Terms or as may be expressly permitted by applicable law, you will not, and will not permit or authorise any third party to: (i) reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer or

create derivative works of any of our Services; (ii) rent, lease or sublicense access to any of our Services; or (iii) circumvent or disable any security or technological features or measures of our Services, including any rate limit, access control, or usage monitoring.

2. Access to our Services

We do not provide you with the equipment to access our Services. You are responsible for all fees charged by third parties related to your access and use of our Services, such as charges by Internet service providers.

We reserve the right to modify or discontinue, temporarily or permanently, all or any portion of our Services without notice. We will not be liable to you or to any third party for any modification, suspension, or discontinuance of all or any portion of our Services.

We also reserve the right, in our sole discretion, to reject, refuse to post, or remove any material that you submit, and to restrict, suspend, or terminate your access to our Services at any time, for any or no reason, with or without prior notice, and without liability.

3. General restrictions

You must comply with all applicable laws when using our Services. Except as may be expressly permitted by applicable law, or as Foundersuite may authorise expressly in writing, you will not, and will not permit anyone else to:

- store, copy, modify, distribute, publish, or resell any of the information, text, data, records, scores, rankings, analyses, audio, visual, and audiovisual works, or other content made available on our Services (collectively, "Service Content"), or compile or collect any Service Content as part of a database, dataset, model, or other work;
- use any automated tool, including robots, spiders, crawlers, scrapers, headless browsers, browser extensions, or scripts, to access, read, or extract our Services or any Service Content, or to create accounts;
- rent, lease, share, or sublicense your access to our Services to another person, or permit more than one individual to use a single seat;
- use any Services or Service Content for any purpose except your own internal fundraising use;
- use Service Content to train, fine-tune, or evaluate any machine learning or artificial intelligence model;
- circumvent or disable any digital rights management, rate limiting, usage rules, or other security features of our Services;
- use our Services in a manner that overburdens, or that threatens the integrity, performance, or availability of, our Services; or

- remove, alter, or obscure any proprietary notices, including copyright and trademark notices, on any portion of our Services or any Service Content.

4. The investor database: no scraping, extraction, or resale

The investor database is the core asset of our Services, and this section is a material term of these Terms. Read it carefully.

4.1 What the database is. As part of our offering, we curate, verify, structure, enrich, score, and maintain information about investors and investment firms, including firm profiles, individual contacts, stage and sector focus, geography, cheque sizes, and related records (the "Investor Database"). The underlying facts may be drawn from publicly available sources, but the selection, verification, arrangement, enrichment, scoring, and presentation of those facts represent substantial investment by Foundersuite and are protected as our proprietary compilation under copyright, database rights, trade secret, unfair competition, and contract law. The Investor Database is Service Content and is licensed to you for use inside the Services only. It is not sold or transferred to you.

4.2 Prohibited uses. You will not, and will not permit, assist, or procure any other person to:

- scrape, crawl, spider, harvest, mine, index, cache, mirror, or otherwise systematically access, read, or collect any part of the Investor Database or any other Service Content, whether by automated means, manual means, human-in-the-loop means, or any combination;
- extract, copy, download, screenshot, transcribe, or retain any portion of the Investor Database other than through the export functionality we provide, and then only within the limits set out in section 4.3;
- store or reconstruct any portion of the Investor Database in any external database, spreadsheet, customer relationship management system, data room, document, knowledge base, vector store, index, or other repository, except as permitted by section 4.3;
- use the Investor Database, in whole or in part, to create, train, fine-tune, benchmark, evaluate, ground, augment, or improve any dataset, product, service, model, or artificial intelligence system;
- sell, licence, rent, lease, publish, syndicate, broker, share, or otherwise make available any portion of the Investor Database to any third party, whether for a fee or free of charge;
- use the Investor Database to build, operate, support, or improve any product or service that competes with Foundersuite, Jennacap.ai, or any of our other products;
- access the Services through any interface other than the interfaces we provide, including by calling undocumented endpoints or reverse engineering our application;

- create or use multiple accounts, free trials, or payment methods to obtain access beyond the limits of your subscription, or to evade a suspension or ban; or
- disclose your login credentials to, or share your account or session with, any other person.

4.3 What is permitted. You may use the export functionality built into the Services to export your own shortlist, matches, and related records, and you may use those exported records solely to run your own company's fundraise, including sharing them with your own co-founders, employees, advisors, and board members who are bound by equivalent restrictions. You may not use exported records for any other purpose, and the prohibitions in section 4.2 continue to apply to exported records after your subscription ends. Any export is for your own single fundraise, not an entitlement to the Investor Database.

4.4 Monitoring, rate limits, and traceability. We monitor use of the Services, including request volumes, access patterns, session behaviour, account provisioning, and export activity, in order to detect and prevent abuse. We apply rate limits and may vary them without notice. We also embed uniquely identifying and traceable records, markers, and watermarks within the Investor Database and within exported data. These allow us to identify the account from which any copied, redistributed, or republished data originated. You will not attempt to detect, strip, alter, or circumvent such markers.

4.5 Enforcement. If we reasonably believe you have breached this section, we may, in our sole discretion and without prior notice, rate-limit, suspend, or permanently terminate your account and all affiliated accounts, revoke all licences granted under these Terms, and require the deletion and certified destruction of all affected data. **Termination for breach of this section is without refund of any fees paid, and does not relieve you of fees owed for the remainder of your subscription term.**

You acknowledge that any breach of this section would cause irreparable harm to Foundersuite for which monetary damages alone would be an inadequate remedy, and that we are entitled to seek injunctive and other equitable relief without the need to post bond or prove actual damages, in addition to all other remedies available at law or in equity. You will be liable for all damages, losses, and costs arising from your breach, including our reasonable attorneys' fees and the costs of investigation and enforcement. We intend to pursue such claims. Unauthorised access to or extraction from our systems may also constitute a criminal offence under the Computer Fraud and Abuse Act and other applicable laws, and we may refer such matters to law enforcement.

4.6 Accuracy. We do not warrant that the Investor Database is accurate, complete, current, or suitable for any particular purpose. Investor focus, personnel, and contact details change frequently. You are responsible for verifying any information before acting on it.

5. Subscriptions, fees, and cancellation

Access to the Services is provided on a paid subscription basis. The plans, prices, included usage limits, and billing periods in effect are those shown on our pricing page or in your order at the time you subscribe.

Payment. Payments are processed by our payment processor, Stripe, Inc. We do not store your full card details. You authorise us and Stripe to charge your chosen payment method for all fees due, and you represent that you are authorised to use that payment method. All fees are stated and payable in US dollars unless otherwise specified, and are exclusive of taxes, which you are responsible for.

Automatic renewal. Your subscription renews automatically at the end of each billing period, at the then-current price for your plan, unless you cancel before the renewal date. You may cancel at any time from your account settings.

Cancellation. Cancellation takes effect at the end of your current billing period. You retain access until that date. We do not provide pro-rated refunds for partial periods, and fees already paid are non-refundable except where required by applicable law or where we expressly agree otherwise in writing. Fees are also non-refundable where we terminate your account for breach of these Terms.

Price changes. We may change our prices. We will give you reasonable advance notice of any price increase affecting your subscription, and the new price will apply from your next renewal. Continuing to use the Services after that date constitutes acceptance of the new price.

Usage limits. Your plan may include limits on matches, exports, seats, or other usage. We may enforce those limits technically, and may charge for overages where our pricing page provides for them.

6. Your account and restricted areas

Certain parts of our Services, including account management features and the Investor Database, are password-restricted to registered users or other authorised persons ("Password-Protected Areas"). If you are authorised to access any Password-Protected Area, you are entirely responsible for maintaining the confidentiality of your password and for all activities that occur under your account, whether or not you are the individual who undertakes them.

Accounts are personal to a single individual. You may not share an account, seat, or session with anyone else, and you may not create accounts by automated means or using false information. If your team needs multiple users, purchase additional seats.

You agree to notify us immediately at info@foundersuite.com if your password is lost, stolen, or disclosed to an unauthorised third party, or if you become aware of any unauthorised use of your account or any other breach of security in relation to our Services.

7. Your content: pitch decks and submissions

You retain ownership of everything you upload to or submit through the Services, including your pitch deck, company description, website, and any other materials (collectively, "Your Content"). We claim no ownership of Your Content.

You grant us a limited, worldwide, royalty-free licence to host, store, process, reproduce, and transmit Your Content solely to operate the Services for you: to extract your investor profile, generate your shortlist and match explanations, draft outreach on your instruction, and provide support. This licence ends when you delete Your Content or close your account, subject to the retention periods described in the Privacy Policy below.

We do not use Your Content to train artificial intelligence models. Your pitch deck and company information are processed only to produce results for you. We do not use them to train, fine-tune, or improve any model, our own or a third party's, and we do not make them available to other users. Our AI providers process your content under contractual terms that prohibit using it for model training.

You are solely responsible for Your Content. You represent that you own it or have the necessary rights to submit it, and that it does not infringe any third party's rights or contain confidential information you are not permitted to disclose.

You should not upload material that is subject to confidentiality obligations you cannot satisfy, or that contains sensitive personal data about others.

8. Investor outreach and your conduct

When you contact an investor using information obtained through the Services, you are the sender and you are solely responsible for that communication. We are not the sender, and we do not endorse or vet your outreach.

You agree that you will:

- contact investors only in connection with your own company's fundraise, and not on behalf of third parties or as a service to others;
- comply with all laws applicable to your outreach, including the CAN-SPAM Act, the GDPR and ePrivacy rules where applicable, and equivalent laws in the recipient's jurisdiction;
- honour any opt-out, unsubscribe, or do-not-contact request promptly, and not contact anyone who has asked you to stop;

- not send bulk, repetitive, deceptive, or harassing messages, and not misrepresent your identity, your company, or your relationship to the recipient; and
- not add investor contact details obtained through the Services to any mailing list, marketing database, or outreach tool used for purposes other than your own fundraiser.

Warm introduction paths are suggestions based on connection data, not endorsements. Whether to make an introduction is entirely the introducer's decision, and you should not represent otherwise.

We may suspend or terminate your account if we receive credible complaints about your outreach, or if your use of the Services harms the reputation of Foundersuite or the standing of our users with the investor community.

9. AI-generated output

The Services use artificial intelligence to analyse your materials, rank investors, explain matches, and draft text. AI output can be incomplete, outdated, or wrong, including where it is presented with apparent confidence. You must review and verify everything before relying on it or sending it to anyone.

Nothing provided through the Services is investment advice, legal advice, tax advice, or a securities recommendation. Foundersuite is not a broker-dealer, is not a registered investment adviser, does not place securities, and does not receive compensation tied to any financing you complete. We do not solicit investors on your behalf.

We make no representation that any investor shown will respond to you, will be interested in your company, invests on the terms described, or is currently deploying capital. We do not guarantee that you will raise capital, obtain an introduction, or receive any meeting, and match scores are directional estimates, not predictions of outcome.

The Services are a tool to support your own judgement. Decisions about who to approach, what to send, and what to disclose remain yours.

10. Links and third party content

Our Services may display, or contain links to, third party products, services, and websites. Any opinions, advice, statements, services, offers, or other information expressed, authored, or made available by other users or third parties on our Services, or accessible through our Services (collectively, "Third Party Content"), are those of the respective authors or producers and not of us or our shareholders, directors, officers, employees, agents, or representatives.

We do not control Third Party Content and do not guarantee its accuracy, integrity or quality. We are not responsible for the performance of, we do not endorse, and we are not responsible or liable for any Third Party Content or any information or materials

advertised in it. We are not responsible or liable, directly or indirectly, for any damage or loss caused to you by your use of or reliance on any goods, services, or information available through any third party service or Third Party Content. It is your responsibility to evaluate the information, opinion, advice, or other content available on and through our Services.

11. Use policies

You are solely responsible for any content and other material that you submit, publish, transmit, or display on, through, or with our Services.

You will not use our Services to: (i) upload, post, email, or otherwise transmit any submission that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (ii) harm us or third parties in any way; (iii) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; (iv) upload, post, email, or otherwise transmit any submission that you do not have a right to transmit under any law or under contractual or fiduciary relationships, such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements; (v) upload, post, email or otherwise transmit any submission that infringes any patent, trademark, trade secret, copyright, or other right of any party; (vi) upload, post, email, or otherwise transmit any unsolicited or unauthorised advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other forms of solicitation; (vii) upload, post, email, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (viii) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services; (ix) intentionally or unintentionally violate any applicable local, state, national or international law or regulation; (x) stalk or otherwise harass another; or (xi) collect or store personal data about other users or about the individuals listed in the Investor Database, except as permitted by section 4.3.

12. Trademarks

"Jennacap.ai", "Jenna", "Foundersuite", the Foundersuite and Jennacap.ai logos, and any other product or service name or slogan displayed on our Services are trademarks of Foundersuite, Inc. and its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without prior written permission of Foundersuite or the applicable trademark holder. You may not use any metatags or other hidden text utilising these names without our prior written permission. The look and feel of our Services, including all

page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Foundersuite and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in our Services are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by us.

13. Feedback

We may provide you with a mechanism to give feedback, suggestions, and ideas about our Services ("Feedback"). You agree that we may, in our sole discretion, use your Feedback in any way, including in future enhancements and modifications to our Services. You grant to us and our assigns a perpetual, worldwide, fully transferable, sublicensable, irrevocable, royalty-free licence to use, reproduce, modify, create derivative works from, distribute, and display the Feedback in any manner and for any purpose, in any media, software, or technology of any kind now existing or developed in the future, without any obligation to provide attribution or compensation to you or any third party.

14. Term and termination

These Terms apply from your first use of the Services and continue until your account is closed or terminated. You may stop using the Services at any time and may cancel your subscription as described in section 5.

We may suspend or terminate your access at any time, with or without notice, for breach of these Terms or for any other reason. On termination, your licence to use the Services and the Investor Database ends immediately and you must delete all exported Service Content, except where you are required by law to retain it.

Sections that by their nature should survive termination do survive, including sections 1, 3, 4, 7, 13, and all of Part Two.

Part Two: Additional legal terms

1. Disclaimer of warranties

Your use of the Services and the Service Content is at your sole risk. The Services and the Service Content are each provided on an "as is" and "as available" basis. We and our suppliers and licensors expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. We do not guarantee the accuracy, completeness, currency, or usefulness of the Services, any Service Content, the Investor

Database, any match, score, or ranking, or any AI-generated output, and you rely on them at your own risk. Any material that you access or obtain through our Services is done at your own discretion and risk, and you will be solely responsible for any damage to your computer or loss of data that results. No advice or information, whether oral or written, obtained by you from us or through our Services will create any warranty not expressly stated in these Terms. Some states may prohibit a disclaimer of warranties and you may have other rights that vary from state to state.

2. Limitation of liability

We and our suppliers and licensors will not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, lost funding or investment opportunity, goodwill, use, data, or other intangible losses, even if we have been advised of the possibility of these damages, resulting from your use of our Services and Service Content. Under no circumstances will the total liability of us and our suppliers and licensors of all kinds arising out of or related to your use of the Services and Service Content, including but not limited to warranty claims, regardless of the forum and regardless of whether any action or claim is based on contract, tort, or otherwise, exceed the amounts, if any, that you have paid to us for your use of the Services and Service Content in the twelve months preceding the claim. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

3. Indemnity

You will indemnify and hold us, our suppliers and licensors, and our respective subsidiaries, affiliates, officers, agents, employees, representatives, and assigns harmless from any costs, damages, expenses, and liability caused by your use of the Services and Service Content, your violation of these Terms, your outreach to investors or other third parties, or your violation of any rights of a third party through use of the Services or Service Content.

4. Legal notices

Enforcement of these Terms will be governed by the laws of the State of California, excluding its conflict and choice of law principles. The exclusive jurisdiction and venue for any claims arising out of or related to these Terms or your use of the Services or Service Content will lie in the state and federal courts located in Santa Clara County, within the State of California, and you irrevocably agree to submit to the jurisdiction of such courts. Our failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing.

In the event that a court of competent jurisdiction finds any provision of these Terms to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect.

You may not assign or transfer these Terms without our prior written consent. We may assign these Terms in connection with a merger, acquisition, or sale of assets.

Part Three: Google Workspace and Google user data

Why does Jennacap.ai need permission to access my Google account?

Jennacap.ai asks for access to your Google account so that our warm introduction feature can work. Connecting your Google account allows our introduction partner to analyse who you already know, from your email and calendar contacts, and identify people in your network who can introduce you to an investor on your shortlist. Without this, we can show you investors but not how to reach them warmly. Connecting Google is optional, and the rest of the product works without it.

Does Jennacap.ai read my email?

We do not read the content of your messages and we do not display your messages inside Jennacap.ai. The connection is used to derive connection signals, meaning who you have corresponded or met with and how strongly, in order to compute introduction paths. We do not show the contents of your mailbox to anyone at Foundersuite.

Can I revoke access?

Yes. You can disconnect at any time from Settings in Jennacap.ai, and you can revoke access directly in your Google Account security settings. On disconnection, we instruct our introduction partner to stop processing and delete the derived connection data in accordance with their retention schedule.

Google API Services Limited Use disclosure

Jennacap.ai's use and transfer of information received from Google APIs adheres to the [Google API Services User Data Policy](#), including the Limited Use requirements. In particular:

- We use access to Google Workspace message metadata, headers, contacts, and calendar data only to provide and improve the warm introduction features described above.
- We do not transfer this Google user data to others except as necessary to provide these features, to comply with applicable law, or as part of a merger, acquisition, or sale of assets.
- We do not use this Google user data for serving advertisements.

- We do not use this Google user data to develop, improve, or train generalised artificial intelligence or machine learning models.
- We do not allow humans to read this data unless we have your affirmative agreement for specific messages, doing so is necessary for security purposes such as investigating abuse, to comply with applicable law, or for internal operations, and even then only when the data has been aggregated and anonymised.

Part Four: Jennacap.ai Privacy Policy

This Privacy Policy explains how Foundersuite, Inc. collects and uses the personal information you provide through Jennacap.ai, so you can make informed decisions when using our site and services.

1. What information do we collect?

We collect information from you when you register, subscribe, upload materials, or contact us. Any data we request that is not required will be specified as voluntary or optional. You may browse parts of our site anonymously.

- **Account information:** name, email address, password, and company details.
- **Billing information:** billing name and address, and payment details handled by Stripe. We do not store full card numbers.
- **Fundraise materials:** your pitch deck, company website, LinkedIn details, and any additional context you provide.
- **Usage data:** service usage, pages and features used, authentication data, approximate location derived from IP address, device and browser information.
- **Connection data:** if you connect Google or LinkedIn for warm introductions, the derived connection signals described in Part Three.
- **Correspondence:** if you email us or use in-app support, we may retain the content of those messages together with your email address and our responses.

Separately, as part of our offering, we curate and present information about investors and investment firms. This data is not collected from your activity. Where it includes personal data about individuals at investor firms, we process it on the basis of our legitimate interest in operating a professional business-matching service, and we respond to requests from those individuals as described in Part Six.

2. What do we use your information for?

- To provide the Services: analysing your deck, generating your investor shortlist, computing introduction paths, and drafting outreach on your instruction.

- To process subscriptions and transactions via our payment processor, Stripe.
- To personalise your experience and improve our product based on how it is actually used.
- To detect, investigate, and prevent abuse of the Services, including unauthorised scraping or extraction of the Investor Database.
- To provide customer support and respond to your requests.
- To communicate with you about your account, important changes to the Services, new features, and relevant Foundersuite programs and opportunities. You can opt out of marketing messages via the unsubscribe link in each email or by contacting us.
- To ask for feedback through surveys, usability studies, or interviews.
- To comply with legal obligations and enforce our Terms.

We do not use your pitch deck or other content to train artificial intelligence models, and we do not sell your personal information.

3. Cookies and analytics

We use cookies to distinguish you from other users, keep you signed in, and secure your session. Cookies, together with our server logs, let us calculate aggregate usage and understand which parts of the product are most used, so we can improve them.

We use PostHog and Google Analytics to understand how the product is used, including page views, feature usage, and funnel progression. PostHog may record anonymised session replays of interactions with our interface, which we use to diagnose usability problems. You can control cookies through your browser settings, though disabling them may prevent parts of the Services from working.

4. Sharing information with third parties

The information we collect is used to improve the Services and is not sold, and is not shared with other organisations for their own commercial purposes. Your information may be shared in the following circumstances:

- **Service providers.** We use third parties to operate our business. These providers may access your personal information only to perform services for us, under contracts that restrict their use of it. They currently include: Supabase (database, authentication, and file storage), Google (AI model processing of your deck and chat, and Google Workspace integration), Village.ai (warm introduction paths), Stripe (payments), Resend (transactional email), PostHog and Google Analytics (product analytics), and Intercom (customer messaging and support).

- **Business transfers.** As we develop our business, we may buy or sell assets or business offerings. Customer, email, and visitor information is generally one of the transferred business assets in these types of transactions. We may also transfer such information in the course of corporate divestitures, mergers, or any dissolution.
- **Legal and safety.** If it becomes necessary to share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of our Terms, or as otherwise required by law.

5. Where your data is stored

Our infrastructure and databases are hosted in the United States. If you are located outside the United States, including in the European Economic Area or the United Kingdom, your personal data will be transferred to and processed in the United States. See Part Six for the safeguards that apply to those transfers.

6. Personal information on social media channels

Any personally identifiable information you choose to make publicly available on our sites or social media channels, such as comments on our blog, will be available to others. If you remove information you made public, copies may remain viewable in cached and archived pages of our sites or third party services. You will need to contact or log in to the third party application if you want information posted there removed. To learn how a third party uses your information, review their privacy policy.

7. Personal data about minors and children

The Services are intended for business users aged 18 or over. We do not knowingly collect data from or about children under 16 without the permission of a parent or guardian. If we learn that we have collected personal information from a child under 16, we will delete that information as quickly as possible. If you believe we may hold information from or about a child under 16, please contact us.

8. Data security

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. Data is encrypted in transit using TLS and encrypted at rest. Access controls restrict database access by row and by role. We limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know, and all employees and contractors are bound by non-disclosure agreements.

No method of transmission or storage is completely secure, and we cannot guarantee absolute security.

9. Data retention

We keep your personal data only for as long as necessary to fulfil the purposes we collected it for, including satisfying any legal, accounting, or reporting requirements.

To determine the appropriate retention period we consider the amount, nature, and sensitivity of the data, the potential risk of harm from unauthorised use or disclosure, the purposes for which we process it, whether we can achieve those purposes by other means, and applicable legal requirements.

We also retain your fundraise data so that you can return later and pick up where you left off, including your shortlists and conversation history. Unless you actively delete this information or close your account, we keep it. Deleted material is removed from backups within 30 days. In some circumstances you can ask us to delete your data; see Part Six.

Part Five: Your choices

We respect your privacy rights and give you reasonable access to the personal data you have provided through your use of the Services. If you wish to access or amend any personal data we hold about you, or request that we delete it, contact us at info@foundersuite.com. At your request, we will have any reference to you deleted or blocked in our database.

You may update, correct or delete your information and preferences at any time by contacting us or our third party service providers. Changes you make will be reflected in the active user database instantly or within a reasonable period. We may retain information you submit for backups, archiving, prevention of fraud and abuse, analytics, satisfaction of legal obligations, or where we otherwise reasonably believe we have a legitimate reason to do so.

You may decline to share certain personal data with us, in which case we may not be able to provide some of the Services. You can disconnect Google or LinkedIn at any time from Settings, which disables warm introductions but leaves the rest of the product working. You can opt out of marketing emails using the unsubscribe link in each message, though we will still send essential service and billing notices.

At any time, you may object to the processing of your personal data on legitimate grounds, except where otherwise permitted by applicable law.

Part Six: GDPR and privacy rights

GDPR framework for Foundersuite, Inc.

The EU General Data Protection Regulation (GDPR) sets a standard for how companies use and protect EU citizens' data. We have aligned our privacy practices, security policies, and the number of third party services that connect to or interact with your data accordingly. The processors we use are listed in Part Four, section 4.

For users protected by the GDPR, Foundersuite, Inc. is the data controller for the personal data described in this policy. We rely on the following legal bases: performance of our contract with you, for providing the Services; your consent, for connecting Google or LinkedIn and for non-essential cookies; our legitimate interests, for securing the Services, preventing abuse, improving the product, and maintaining the Investor Database; and compliance with legal obligations.

International transfers

Our systems are located in the United States. Where we transfer personal data from the European Economic Area, the United Kingdom, or Switzerland to the United States, we rely on the European Commission's Standard Contractual Clauses, together with supplementary technical and organisational measures including encryption in transit and at rest and strict access controls. You can request a copy of the relevant transfer mechanism by contacting us.

Use of Intercom services

We use Intercom, Inc. for customer messaging and support, and we provide Intercom with a limited amount of your information, such as your sign-up date and email address. As a data processor acting on our behalf, Intercom analyses your use of our website and product and tracks our relationship by way of cookies and similar technologies so that we can improve our service to you. For more on Intercom's use of cookies and its privacy practices, see [Intercom's terms and policies](#). If you would like to opt out of having this information collected by or submitted to Intercom, please contact us.

Your European Union privacy rights

If you are an individual protected by the GDPR, you may have the following rights in relation to your personal data:

- **The right to be informed** about how we use your personal data, which is what this policy does.

- **The right of access**, to make a data subject access request for a copy of the personal data we hold about you.
- **The right to rectification**, to make us correct personal data about you that is incomplete or inaccurate.
- **The right to erasure**, the right to be forgotten, where in certain circumstances you can ask us to delete the personal data we have about you, unless there is an overriding legal reason we need to keep it.
- **The right to restrict processing**, which means in certain circumstances you can ask us to suspend processing of your personal data.
- **The right to data portability**, which means in certain circumstances you may ask us for a copy of your personal data in a common format, for example a .csv file.
- **The right to object** to our processing of your personal data, for example if you object to processing for direct marketing.

Investors listed in our database

If you are an individual whose professional details appear in our investor database and you wish to access, correct, or have them removed, contact us at info@foundersuite.com and we will action your request. You do not need an account with us to make this request.

Exercising your rights

These rights are subject to certain rules about when you can exercise them. To exercise any of them, contact us at the address below. You will not have to pay a fee. However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive, or we may refuse to comply in those circumstances.

We may need to request specific information from you to confirm your identity and your right to access your personal data. This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you for further information to speed up our response.

We try to respond to all legitimate requests within one month. Occasionally it may take longer if your request is particularly complex or you have made a number of requests. In that case we will notify you and keep you updated.

If you have any concerns, we would appreciate the chance to resolve them before you file a complaint with a supervisory authority or the Information Commissioner's Office in your jurisdiction, so please contact us in the first instance.

Part Seven: Changes and contact information

Changes to these Terms and Privacy Policy

We may amend these Terms and this Privacy Policy from time to time by posting a revised version and updating the effective date above. The revised version will be effective on the date listed. We will provide reasonable prior notice of material changes in how we use your information, including by email where you have provided an email address. Your continued use of the Services after the effective date constitutes acceptance of the revised Terms. We encourage you to review this page periodically.

Contact us

For any question about these Terms, this Privacy Policy, a data request, or a suspected breach of our data restrictions, contact Foundersuite, Inc. at info@foundersuite.com.

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