

Privacy Policy

Document: Privacy Policy

Last Updated: August 13, 2025

1. Scope & Who We Are

This Policy explains how Dialogix handles personal information when you use our Service and Software. It applies to users in Canada and elsewhere and describes additional rights in certain jurisdictions.

2. Roles & Definitions

- **Institutional Data:** personal information processed **on behalf of** an Institution (e.g., rosters, attendance data). For this data, the Institution is the **controller/organization**; Dialogix is the **processor/service provider** under the DPA.
- **Dialogix Data:** personal information processed for our own purposes (e.g., billing contacts, de-identified product analytics, support). For this data, Dialogix is the **controller/organization**.

3. What We Collect

3.1 Account & Profile: name, email, role, institution, authentication identifiers.

3.2 Attendance & Device Signals (when enabled): Wi-Fi/Bluetooth beacons, location at check-in, network-lockdown on/off events, device OS/app metadata. We **do not** record browsing activity during lockdowns; we log only enable/disable events and diagnostics.

3.3 Usage & Telemetry: feature usage, device type/OS, crash reports, performance metrics.

3.4 Institution-Provided Data: rosters, course identifiers, assignments.

3.5 Support & Communications: messages/attachments you send us.

4. Why We Use Data (Purposes & Legal Bases)

Provide and secure the Service; verify attendance; enforce network lockdowns; fulfill contracts with Institutions; troubleshoot; prevent fraud/abuse; comply with law; improve the Service (including de-identified analytics). Where consent is required (e.g., device location), we seek consent via the app/OS. Institutions are responsible for obtaining required notices/consents from students/parents.

5. International Transfers & Data Location

We may store/process data in **Canada and the United States** (e.g., Google Cloud regions). Data stored in the U.S. may be subject to lawful access (e.g., U.S. CLOUD Act). We implement contractual, organizational, and technical safeguards appropriate to the risk (e.g., SCCs where applicable; encryption). Institutions may request Canadian residency where supported. See our **/subprocessors** page for vendors and regions.

6. Sub-Processors & Service Providers

We use vetted providers for hosting, email, logging, and support. We impose confidentiality, security, and **comparable protection** by contract. We provide **30 days' advance notice** of new/changed sub-processors on **/subprocessors**, where Institutions may object on reasonable grounds.

7. Security

We use administrative, technical, and physical safeguards, including encryption in transit/at rest, access controls, monitoring, vulnerability management, and incident response.

8. Breach Notification

If we determine a breach of security safeguards posing a **real risk of significant harm**, we will notify the Institution (and affected individuals where applicable) and, where required, regulators. For EU/UK data, we notify without undue delay and, where required, within **72 hours** of awareness. We maintain breach records for at least **24 months**.

9. Retention & Deletion

We retain personal information only as long as necessary or required by law. Typical periods: (a) account data – life of the account; (b) attendance/course records – for the academic term/year per Institution direction; (c) device location signals – ephemeral and purged after verification/audit window; (d) logs – **90–180 days**. Upon verified request (user or Institution), we delete or de-identify data, subject to legal holds and backups.

10. Your Rights

Depending on your location, you may have rights to **access, rectify, delete, port, restrict**, or **object** to processing and to **withdraw consent**. Contact

privacy@dialogix.ca or your Institution (for Institutional Data). We will assist Institutions in responding to requests.

11. Children's Privacy

We do not knowingly permit children **under 13** to create individual accounts. In K-12 contexts, Institutions represent they have obtained any required parental/guardian consent and provided appropriate notices.

12. Changes to This Policy

We will post updates with a new "Last Updated" date and, for material changes, provide **30 days' advance notice** by email or in-app notice.

13. Contact

Dialogix Inc.

Address: 30 Colborne St. Elora ON, Canada

Privacy: privacy@dialogix.ca

Legal: legal@dialogix.ca

14. Cross-References

For licensing terms, see the **EULA**. For service terms, see the **TOS**. For institutional processing details, see the **DPA** (incorporated into institutional contracts). For current vendors and regions, see **/subprocessors**.