

Reviewflo

Website Template & Design Review Platform

Legal, Privacy & Compliance Policy Suite

Document	Version	3.1 (June 2026)
Effective	Date	1 January 2025
Audience		Business customers, procurement teams, and administrators
Jurisdiction		India (primary); GDPR / UK GDPR / CCPA honoured
Website		https://reviewflo.in
Legal	Inquiries	legal@reviewflo.in
Privacy	Officer	privacy@reviewflo.in
Registered Address		[Company Name], [Street], [City, State, PIN], India

■ This document governs the collection, use, and protection of data by ReviewFlo and the terms under which our B2B website template and design review services are provided. It should be reviewed by legal, procurement, and IT security teams before onboarding.

EXECUTIVE SUMMARY

This section provides a high-level overview for procurement and legal review teams. Full binding terms follow in the sections below.

Topic	Summary Position
Service Description	Cloud-based SaaS platform offering website template libraries, interactive design previews, and a structured client review and approval workflow.
Data We Collect	Business contact details, account credentials, usage analytics, template customisation data, client review submissions, and payment records.
Legal Bases	Contract performance, legitimate interests, legal obligations, and consent (for marketing and non-essential cookies).
Data Residency	Primary data stored in India (AWS Mumbai). EU customers may request EEA-resident storage under a Data Processing Agreement (DPA).
Sub-processors	AWS, Razorpay/Stripe, SendGrid, Google Analytics, Cloudflare, Freshdesk. Full list at reviewflo.in/subprocessors .
Data Never Sold	We do not sell, rent, or broker personal or business data to third parties.
Retention	Account data: life of contract + 3 years. Financial records: 7 years. Logs: 90 days.
DPA / GDPR	A Data Processing Agreement is available on request. We support SCCs for EEA transfers.
Security Posture	TLS 1.3, AES-256 at rest, SOC 2 Type II aligned controls, 72-hr breach notification.
Refund Policy	Pro-rata refund for unused subscription periods; no refund on delivered design review reports.
Governing Law	Laws of India; EEA/UK/California user rights fully honoured.

SECTION 1 — PRIVACY POLICY

■ Effective Date: 1 January 2025 | Last Reviewed: 22 June 2026 | Applies to all ReviewFlo business account holders and authorised users.

1.1 Identity of the Data Controller

ReviewFlo ('we', 'us', 'our') operates the SaaS platform at <https://reviewflo.in>. For the purposes of applicable data protection law, ReviewFlo is the data controller (or 'data fiduciary' under the DPDP Act 2023) in respect of personal data processed through our platform. Our designated Privacy Officer can be reached at privacy@reviewflo.in.

1.2 Scope

This Privacy Policy applies to:

- All individuals who access or use the ReviewFlo platform, including account administrators, team members added by business customers, and end-client contacts whose data is submitted through the review workflow
- Visitors to reviewflo.in who have not created an account
- Prospective customers engaging with us in pre-sales

■ Where our business customers ('Controllers') upload personal data of their own clients into the platform for review workflows, ReviewFlo acts as a data processor. The business customer is responsible for the lawful basis of that upstream collection. See Section 1.10 for processor obligations.

1.3 Categories of Personal Data Collected

1.3.1 Data You Provide

Data Category	Examples
Account Identity	Company name, administrator full name, business email, phone number, job title
Authentication	Email address, hashed password, MFA tokens
Billing Data	Billing contact name, billing address, GST/VAT number. Card numbers NOT stored — processed by PCI-DSS gateway.
Team Member Data	Names and email addresses of users invited to your workspace
Client Review Data	Client names, email addresses, and feedback submitted through the review portal
Support & Comms	Correspondence, support tickets, live-chat transcripts

Data Category	Examples
Template Customisation	Brand colours, fonts, logo files, content uploaded to customise previews

1.3.2 Data Collected Automatically

- IP address and inferred geolocation (country / city level)
- Browser type, OS, screen resolution, device identifiers
- Session duration, pages visited, features used, click-path analytics
- API request logs, error logs
- Cookie identifiers and session tokens (see Section 3)

1.3.3 Data from Third Parties

- Payment confirmation and fraud signals from payment gateways
- SSO / OAuth identity tokens (Google Workspace, Microsoft Entra) if enabled
- Aggregated usage benchmarks from analytics partners

1.4 Legal Bases for Processing

Legal Basis	Examples of Processing Activities
Performance of a Contract	Account creation, platform access, template delivery, invoice generation, customer support
Legitimate Interests	Fraud prevention, abuse detection, service improvement, security monitoring
Legal Obligation	Tax record retention, financial reporting, responding to lawful government requests
Consent	Marketing emails, non-essential cookies, participation in surveys or beta programmes

1.5 Purposes of Processing

- Provisioning and operating your ReviewFlo workspace
- Authenticating users and enforcing access controls
- Processing payments and issuing invoices / tax documents
- Delivering template previews and managing the design review workflow
- Providing customer support and resolving disputes
- Sending transactional notifications (order confirmations, renewal reminders)
- Sending marketing communications (with consent; you may unsubscribe at any time)
- Improving product features through aggregated usage analytics
- Detecting and preventing security incidents, fraud, and abuse
- Complying with legal and regulatory obligations

1.6 Data Retention

Data Type	Retention Period & Basis
Account and profile data	Duration of active subscription + 3 years post-termination
Financial and billing records	7 years (GST Act / statutory financial compliance)
Template and design assets	Duration of subscription + 6-month grace period
Design Review Reports	3 years from delivery (dispute resolution)
Support tickets	2 years from resolution
Server and API access logs	90 days — auto-purged
Marketing preference records	Until consent withdrawn + 1 year
Security incident logs	5 years (regulatory compliance)
Anonymised aggregate analytics	Indefinite (no personal data element)

✓ Customers may request early deletion of their data by submitting a written request to privacy@reviewflo.in. Deletion will be completed within 30 days except where legal retention obligations apply.

1.7 Your Rights as a Data Subject

Right	What It Means in Practice
Access	Request a machine-readable export of all personal data we hold about you.
Correction	Request correction of inaccurate or incomplete data.
Erasure	Request deletion of personal data, subject to legal retention requirements.
Portability	Receive your data in a structured JSON or CSV format.
Restriction	Request we pause processing pending dispute resolution.
Object	Object to processing based on legitimate interests or for direct marketing.
Withdraw Consent	Withdraw marketing consent or non-essential cookie consent at any time.
Nominate (DPDP Act)	Nominate another person to exercise rights on your behalf.
Lodge a Complaint	Contact your national data protection authority.

To exercise rights: email privacy@reviewflo.in with subject 'Data Rights Request — [Organisation Name]'. We respond within 30 days.

1.8 Data Sharing and Sub-processors

✕ We do not sell, rent, trade, or broker your personal or business data to any third party for commercial purposes.

1.8.1 Authorised Sub-processors

Sub-processor	Purpose
AWS (Amazon Web Services)	Cloud hosting, storage, and infrastructure — Mumbai region primary
Razorpay / Stripe	Payment processing — PCI-DSS Level 1 compliant
SendGrid / AWS SES	Transactional email delivery
Google Analytics	Aggregated website and product analytics (anonymised)
Cloudflare	CDN, DDoS protection, performance
Freshdesk	Customer support ticket management
Sentry	Error monitoring and crash reporting

Full list maintained at <https://reviewflo.in/subprocessors>. Customers are notified 30 days in advance of material sub-processor changes.

1.8.2 Other Disclosures

- Law enforcement — when required by valid legal process or court order
- Regulatory bodies — in response to audits or investigations
- Successors — in a merger, acquisition, or asset sale (you will be notified)
- Professional advisers — lawyers and auditors, bound by confidentiality

1.9 International Data Transfers

- We rely on EU Standard Contractual Clauses (SCCs) and UK IDTAs for EEA/UK transfers
- A Data Processing Agreement (DPA) is available on request
- India-based transfers comply with the DPDP Act 2023 cross-border transfer framework
- EEA customers requiring EU-resident data storage should contact legal@reviewflo.in

1.10 ReviewFlo as a Data Processor

When business customers upload personal data of their own clients, ReviewFlo processes such data as a data processor:

- We process only as instructed by the customer
- We do not use client data for our own marketing or analytics
- A Data Processing Agreement (DPA) is available at legal@reviewflo.in — required for GDPR compliance

- We will notify the customer without undue delay of any breach involving their data

1.11 Children's Privacy

■ ReviewFlo is a B2B platform intended exclusively for business use. We do not knowingly collect personal data from individuals under 18 years of age. Contact privacy@reviewflo.in for immediate deletion if a minor has provided data.

1.12 Privacy Contacts and Complaints

Privacy Officer	privacy@reviewflo.in
Legal / DPA Requests	legal@reviewflo.in
Postal Address	[Company Name], [Address], India
India Grievance Officer	[Name], grievance@reviewflo.in
EEA Supervisory Authorities	https://edpb.europa.eu/about-edpb/members_en
UK ICO	https://ico.org.uk
California AG (CCPA)	https://oag.ca.gov/privacy/ccpa

SECTION 2 — TERMS OF SERVICE

■ By creating a ReviewFlo account or executing an Order Form referencing these Terms, your organisation agrees to be bound by the Terms below.

2.1 Definitions

'Customer'	The business entity that has entered into a subscription agreement with ReviewFlo.
'Authorised User'	An employee, contractor, or agent of the Customer granted access to the platform.
'Platform'	The ReviewFlo SaaS application and API available at reviewflo.in.
'Template'	A pre-built or customisable website design asset available via the Platform.
'Design Preview'	An interactive or static rendering of a Template customised with Customer brand assets.
'Review Report'	A structured evaluation or feedback record generated through the platform's review workflow.
'Order Form'	A signed or digitally accepted document specifying subscription tier, users, and fees.

2.2 Account Responsibilities

2.2.1 Account Administrator Duties

- Maintain accurate organisation and billing contact information at all times
- Ensure only authorised personnel are granted access to the workspace
- Enforce strong password and MFA authentication for all users
- Revoke access of departing employees or contractors promptly
- Accept updated Terms on behalf of the organisation

2.2.2 Acceptable Use — Prohibited Actions

- Share login credentials between multiple individuals
- Attempt to reverse-engineer, scrape, or extract the platform's underlying code or proprietary methodologies
- Upload malicious code, viruses, or content designed to disrupt the platform
- Use the platform for any unlawful purpose
- Sublicence, resell, or white-label the platform without a written reseller agreement
- Use automated bots or scripts that degrade platform performance

2.3 Payment Terms

2.3.1 Subscription Fees

- Fees are as set out in the applicable Order Form or pricing page at checkout
- Subscriptions are billed monthly or annually in advance, in Indian Rupees (INR)
- GST will be applied to Indian customers at the prevailing rate and itemised on invoices

2.3.2 Payment Processing

- Payments processed via Razorpay or Stripe — PCI-DSS Level 1 compliant
- We do not store card numbers, CVVs, or bank account credentials
- Failed payment triggers a 7-day grace period before service suspension

2.3.3 Price Changes

- 60 days' written notice of subscription price increases
- Annual commitments locked at contracted rate for the current term

2.4 Refund Policy

2.4.1 Monthly Subscriptions

- No refund for partial months unless ReviewFlo materially fails to deliver the service
- Cancellation takes effect at end of current billing period

2.4.2 Annual Subscriptions

- Refund of unused complete months if cancellation is within first 30 days of annual term
- No refund available after 30 days of an annual term

2.4.3 One-Time Design Review Reports

✗ Design Review Reports are delivered as digital deliverables. Once a report has been delivered to your account dashboard or registered email, no refund will be issued regardless of the reason, including disagreement with the report's findings.

- If a report was delivered for the wrong domain due to our error, we will re-deliver at no cost
- If delivery is not made within the stated turnaround time, a full refund will be issued on request

2.4.4 Refund Requests

- Submit to refunds@reviewflo.in within 14 days of the triggering event
- Include your Order ID, organisation name, and statement of grounds
- Eligible refunds processed within 7 business days

2.5 Licence to Template Usage

2.5.1 What We Grant You

Subject to payment and compliance with these Terms, ReviewFlo grants Customer a non-exclusive, non-transferable, revocable licence to:

- Access, customise, and deploy Templates from the platform
- Use Templates for the Customer's own internal or client-facing business websites
- Exercise such rights for the duration of the active subscription

2.5.2 What Is NOT Permitted

- Redistributing, reselling, or sublicensing Templates or Design Previews to third parties
- Using Templates to build competing template-selling services
- Removing or obscuring proprietary notices or attribution within Templates
- Using Templates for defamatory, illegal, or harmful purposes

■ **Deployment rights: the licence grants the right to deploy a Template for one live client website per Template purchase unless a multi-site licence is specified in the Order Form.**

2.5.3 Open-Source Components

Some Templates may incorporate open-source libraries (e.g., Bootstrap, Tailwind CSS). These remain subject to their respective licences, documented in each Template's metadata file.

2.6 Intellectual Property

- ReviewFlo retains all IP rights in the Platform, Templates, review methodologies, and documentation
- Customer retains all IP rights in their brand assets, content, and original materials uploaded to the platform
- Customer grants ReviewFlo a limited licence to use uploaded brand assets solely to render Design Previews and deliver the service
- Aggregated, anonymised usage data derived from Customer's use of the platform may be used by ReviewFlo for product improvement

2.7 Code Protection and Anti-Theft Policy

✗ STRICT WARNING: Unauthorised copying, reproduction, or use of ReviewFlo source code, design assets, or proprietary systems is strictly prohibited and constitutes a serious legal violation. ReviewFlo will pursue all available legal remedies against any individual or organisation found to be in breach.

2.7.1 What Is Protected

The following are the exclusive proprietary assets of ReviewFlo, protected under the Copyright Act, 1957 (India), the Information Technology Act, 2000, and applicable international IP treaties:

- All source code, scripts, algorithms, and logic powering the ReviewFlo platform
- Frontend code including HTML, CSS, JavaScript, and UI component libraries
- Backend code including APIs, database schemas, and server-side logic
- Template designs, design system components, and preview rendering engines
- Review workflow logic, scoring methodologies, and report generation systems
- Database structures, query logic, and data models
- Any proprietary tools, automation scripts, or internal utilities developed by ReviewFlo

2.7.2 What Constitutes Code Theft

The following actions are expressly prohibited and constitute code theft or intellectual property infringement:

- Copying, downloading, or reproducing ReviewFlo source code — in whole or in part — without written authorisation
- Reverse-engineering, decompiling, or disassembling any part of the ReviewFlo platform
- Using browser developer tools, scrapers, bots, or automated tools to extract code, templates, or design assets
- Reusing ReviewFlo code or design assets to build a competing or derivative product
- Sharing, distributing, or publishing ReviewFlo proprietary code on any platform including GitHub, GitLab, or code-sharing websites
- Hiring or instructing others to extract or replicate ReviewFlo code or systems
- Accessing unreleased features, admin panels, or internal APIs without explicit written permission

2.7.3 Detection and Monitoring

ReviewFlo actively monitors for unauthorised use of its intellectual property, including:

- Deployment of identical or substantially similar code on external platforms
- Code similarity detection across public repositories and web deployments
- Digital fingerprinting and watermarking embedded in template assets
- Audit logging of all platform access, API calls, and file downloads

■ Our systems log all access activity. Suspicious patterns — including bulk downloads, automated scraping, or unusual API usage — are flagged and investigated by our security team.

2.7.4 Legal Consequences of Code Theft

✘ If ReviewFlo discovers that any individual, organisation, or entity has stolen, copied, or misappropriated our code or intellectual property — with or without a paid account — we will take immediate and decisive legal action.

Legal actions ReviewFlo may pursue include, but are not limited to:

- Filing a civil suit for copyright infringement under the Copyright Act, 1957 (India), claiming damages, account of profits, and injunctive relief
- Initiating criminal proceedings under Section 63 of the Copyright Act, 1957 — imprisonment of up to 3 years and fines
- Filing complaints under the Information Technology Act, 2000 (Sections 43, 65, 66) for unauthorised access and data theft
- Seeking emergency injunctions to immediately halt the use, distribution, or publication of stolen code
- Pursuing international IP infringement claims under the Berne Convention and TRIPS Agreement
- Claiming compensation for all direct and indirect losses, including lost revenue, reputational harm, and legal costs
- Issuing DMCA takedown notices and equivalent requests to hosting providers, repositories, and app stores
- Disclosing the infringing party publicly to the extent permitted by law
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2.7.5 Reporting Code Theft

If you become aware of any unauthorised use or copying of ReviewFlo code or IP, please report it immediately:

- Email: legal@reviewflo.in — Subject: 'IP Infringement Report'
- Provide any evidence including URLs, screenshots, or details of the suspected infringement
- All reports are treated confidentially and investigated within 5 business days

✓ Reporting IP theft in good faith is encouraged. Whistleblowers acting in good faith will not face any adverse action from ReviewFlo.

2.7.7 Transfer of Website Assets and Buyer Liability

✗ IMPORTANT NOTICE: Upon the sale or transfer of any website, domain, or digital asset reviewed or facilitated through ReviewFlo, ALL ownership, responsibility, and legal liability transfers entirely and exclusively to the buyer. ReviewFlo bears zero responsibility for any actions, content, or conduct associated with the website after the point of transfer.

2.7.7a Full Transfer of Named Assets

When a website or digital product that has been listed, reviewed, or transacted through the ReviewFlo platform is sold or transferred to a buyer, the following assets are transferred into the buyer's sole name and ownership:

- Domain name registration — transferred to and registered under the buyer's personal or business name
- Web hosting accounts and server infrastructure associated with the website
- Deployment configurations, CI/CD pipelines, and related technical infrastructure
- Privacy Policy and Terms & Conditions documents — the buyer must update these with their own identity and contact details
- SSL/TLS certificates and any security configurations
- All business registrations, trademarks, or brand assets associated with the site, to the extent transferable
- Email accounts, DNS records, and other operational assets tied to the domain
- Any active subscriptions, third-party service accounts, or API keys associated with the website

■ Buyers are strongly advised to update all policy documents, domain WHOIS records, hosting account details, and legal registrations to reflect their own identity immediately upon completing a purchase. Failure to do so does not diminish the buyer's legal responsibility.

2.7.7b ReviewFlo's Disclaimer of Liability Post-Transfer

ReviewFlo's role is strictly limited to facilitating the review and/or listing of website assets. Once a sale or transfer has been completed:

- ReviewFlo has no ongoing operational, legal, or financial connection to the transferred website
- ReviewFlo does not control, monitor, or manage any website after it has been sold or transferred
- ReviewFlo cannot be held liable for any content published, services offered, or conduct carried out through the website after transfer
- ReviewFlo will not be named as a respondent, defendant, or responsible party in any legal, regulatory, or consumer dispute arising from the buyer's use of the website

✗ If any illegal, harmful, fraudulent, defamatory, discriminatory, or otherwise inappropriate activity is carried out through a website after its transfer, ReviewFlo bears absolutely NO responsibility whatsoever. All legal, regulatory, civil, and criminal liability rests solely with the buyer and current owner of the website.

2.7.7c Scope of Prohibited Post-Transfer Activities

For the avoidance of doubt, ReviewFlo expressly disclaims liability for any post-transfer activities including but not limited to:

- Publication of illegal, defamatory, obscene, or harmful content
- Operation of fraudulent schemes, scams, phishing, or deceptive practices
- Breach of third-party intellectual property rights
- Violations of data protection, privacy, or consumer protection laws
- Infringement of applicable e-commerce, financial services, or regulated industry rules
- Hosting of malware, spam, or cyberattack infrastructure
- Any activity that violates the laws of India or the laws of any jurisdiction in which the buyer operates

2.7.7d Buyer's Obligations Upon Acquisition

By completing the purchase of any website asset through ReviewFlo, the buyer explicitly acknowledges and agrees to:

- Accept full and sole legal responsibility for the website, its content, and all activities conducted through it from the moment of transfer
- Update all public-facing legal documents (Privacy Policy, Terms of Service, Cookie Policy) to reflect the buyer's own identity within 7 days of transfer
- Update WHOIS and domain registration records to reflect the buyer's name and contact details
- Comply with all applicable laws and regulations in operating the website
- Indemnify and hold harmless ReviewFlo, its directors, employees, and agents from any claims, losses, damages, or legal costs arising from the buyer's operation of the website
- Not represent or imply that ReviewFlo is in any way associated with, responsible for, or endorses the website or its content after the transfer

✓ **ReviewFlo recommends all buyers consult an independent legal adviser before completing a website acquisition to understand the full scope of liabilities they are assuming.**

2.7.6 No Implied Licence

Nothing in your use of the ReviewFlo platform, payment of fees, or access to any feature constitutes or implies a licence to copy, replicate, or reverse-engineer ReviewFlo source code or proprietary systems. The only rights granted to you are those explicitly stated in Section 2.5 of these Terms.

2.8 Warranty and Disclaimer

ReviewFlo warrants that the Platform will perform materially in accordance with its published documentation and that we will use commercially reasonable efforts to maintain 99.5% monthly uptime (excluding scheduled maintenance).

✗ Except as expressly stated, the Platform is provided 'as is'. We do not warrant that Templates will be free from errors, or that Design Previews will meet any particular aesthetic or commercial standard. Review Reports represent professional opinions, not guarantees of commercial outcome.

2.9 Limitation of Liability

- ReviewFlo's total aggregate liability for all claims shall not exceed the total fees paid by Customer in the 12 months preceding the claim
- We exclude all liability for indirect, consequential, incidental, or special damages, including loss of profit, loss of business, or loss of data
- Nothing in these Terms limits liability for death or personal injury caused by negligence, fraud, or any liability that cannot lawfully be excluded

■ Enterprise customers may negotiate enhanced SLAs and liability caps via a separately executed Master Services Agreement (MSA). Contact sales@reviewflo.in.

2.10 Term and Termination

Scenario	Details
By Customer (any time)	Cancel via account settings. Service continues to end of billing period.
By ReviewFlo (for cause)	Immediate suspension for material breach. 15 days' notice to cure before termination.
By ReviewFlo (without cause)	30 days' written notice. Pro-rata refund for unexpired paid period.
Effect of termination	Account data retained 90 days post-termination for export. Deployed sites unaffected. Platform access ceases.

2.11 Governing Law and Dispute Resolution

- These Terms are governed by the laws of India
- Disputes first escalated to legal@reviewflo.in for informal resolution (30-day window)
- Unresolved disputes subject to binding arbitration under the Arbitration and Conciliation Act, 1996 (India)
- EEA and UK customers retain the right to bring proceedings in their local courts
- Nothing prevents either party from seeking emergency injunctive relief

SECTION 3 — COOKIES AND TRACKING POLICY

3.1 What Are Cookies?

Cookies are small text files stored on your device by a website. We also use similar technologies including web beacons, pixel tags, local storage, and session tokens. Collectively referred to as 'Cookies' in this section.

3.2 Categories of Cookies

Category	Purpose and Examples
Strictly Necessary	Required for the platform to function. Cannot be disabled. Examples: authentication tokens, CSRF tokens, load-balancer session IDs, cookie consent state.
Performance & Analytics	Help us understand platform usage. Data is pseudonymised. Example: Google Analytics (IP anonymisation enabled), Sentry error tracking.
Functional / Preference	Remember workspace settings, language preferences, and UI layout choices.
Marketing & Targeting	Used (with consent) for remarketing campaigns. Currently deployed: Google Ads, LinkedIn Insight Tag. Can be disabled via consent manager.

3.3 Consent and User Controls

- A cookie consent banner is displayed on first visit to reviewflo.in and on first login from a new device
- You may select: Accept All, Reject Non-Essential, or Customise Preferences by category
- Consent is recorded with a timestamp and stored for 12 months
- You may update preferences at any time by clicking 'Cookie Settings' in the platform footer
- Withdrawing consent for analytics or marketing cookies does not affect platform functionality

3.4 Managing Cookies at Browser Level

Browser	Settings Path
Google Chrome	Settings > Privacy and security > Cookies and other site data
Mozilla Firefox	Options > Privacy & Security > Cookies and Site Data
Safari	Preferences > Privacy > Manage Website Data
Microsoft Edge	Settings > Cookies and site permissions
Opera	Settings > Advanced > Privacy & security > Cookies

■ Disabling strictly necessary cookies will prevent login and platform access. This is separate from our consent manager and must be managed at browser level.

3.5 Third-Party Cookies

- Google Analytics — <https://policies.google.com/privacy>
- Google Ads — <https://policies.google.com/privacy>
- LinkedIn Insight Tag — <https://www.linkedin.com/legal/privacy-policy>
- Razorpay / Stripe — payment security cookies
- Cloudflare — performance and security cookies
- Freshdesk — customer support widget cookies

SECTION 4 — DATA SECURITY MEASURES

■ This section is designed for IT security and procurement teams conducting vendor assessments. A completed security questionnaire (SIG Lite / CAIQ) is available on request at security@reviewflo.in.

4.1 Encryption

Control	Implementation Detail
Data in Transit	TLS 1.3 (minimum TLS 1.2). HSTS enforced. Certificate managed via AWS ACM.
Data at Rest	AES-256 encryption for all S3 buckets and RDS instances.
Passwords	Bcrypt with adaptive cost factor; salted. Raw passwords never stored.
API Keys	Stored as SHA-256 hashed values. Original key displayed only once at generation.
Backups	Encrypted at rest using AES-256; stored in geographically separate AWS region.

4.2 Access Controls

- Role-based access control (RBAC) with principle of least privilege
- Production environment access restricted to senior engineers; logged and auditable
- All staff access to production systems requires multi-factor authentication (MFA)
- Privileged access management (PAM) system in place for infrastructure access
- Annual access review; immediate revocation upon staff departure
- Customer data logically segregated by tenant ID; cross-tenant access architecturally prevented

4.3 Infrastructure Security

- Hosted on AWS — primary region: ap-south-1 (Mumbai)
- VPC with private subnets; no direct internet access to database tier
- Web Application Firewall (WAF) — AWS WAF + Cloudflare
- DDoS mitigation via Cloudflare Magic Transit
- Vulnerability scanning with automated daily scans and weekly reports
- Penetration testing by independent third party at least annually
- Dependency and container image scanning in CI/CD pipeline

4.4 Incident Response

4.4.1 Detection and Triage

- 24/7 automated alerting via AWS GuardDuty, CloudWatch, and Sentry
- Security incidents are triaged within 1 hour of detection
- Severity classification: Critical / High / Medium / Low with documented SLAs

4.4.2 Breach Notification Timelines

Jurisdiction	Notification Obligation
India (DPDP Act 2023)	Notify Data Protection Board of India and affected users as soon as reasonably practicable (72 hours where feasible)
EEA (GDPR)	Notify supervisory authority within 72 hours of awareness. Notify affected individuals without undue delay if high risk.
UK (UK GDPR)	Notify ICO within 72 hours. Notify individuals without undue delay.
California (CCPA)	Notify affected California residents without unreasonable delay.
B2B Customers	Notify the affected business customer within 48 hours to enable their own obligations.

✓Customers can subscribe to security incident notifications at security@reviewflo.in.

SECTION 5 — DATA RETENTION AND DELETION

5.1 Retention Schedule

Data Type	Retention Period & Basis
Account and profile data	Life of contract + 3 years. Basis: contractual and dispute resolution.
Financial and billing records	7 years from invoice date. Basis: GST Act, Companies Act, statutory audit.
Template and design assets	Duration of subscription + 6-month grace period. Deleted on request.
Design Review Reports	3 years from delivery. Basis: dispute resolution, quality audit.
Support tickets and email threads	2 years from resolution. Basis: service improvement and dispute history.
Server and API access logs	
Security incident logs	90 days. Basis: security monitoring. Auto-purged.
Marketing consent records	5 years. Basis: regulatory compliance and audit.
Anonymised aggregate analytics	Until consent withdrawn + 1 year. Basis: accountability.
Cookie consent records	Indefinite (no personal data element).
	3 years. Basis: regulatory accountability.

5.2 Requesting Data Deletion

Authorised account administrators may request deletion of their organisation's data:

1. Email privacy@reviewflo.in — Subject: 'Data Deletion Request — [Organisation Name]' Include:
2. organisation name, account ID, administrator name, and scope of deletion requested We will
3. acknowledge within 2 business days and confirm completion within 30 days
4. We will notify you of any data that must be retained and the legal basis for retention

Account deletion via Settings > Organisation > Delete Workspace initiates:

- Immediate suspension of access
- 90-day data export window (data remains accessible for export only)
- Permanent deletion of all non-legally-required data at day 90

5.3 Data Export

- Customers may export all account data in JSON or CSV format via Settings > Data Export
- Template assets may be downloaded individually from the asset library
- Review reports are exportable as PDF from the Review dashboard
- For bulk exports exceeding 10 GB, contact support@reviewflo.in

SECTION 6 — USER-GENERATED CONTENT (UGC) POLICY

'User-generated content' (UGC) in the context of ReviewFlo includes: platform reviews and ratings submitted about Templates, testimonials, feedback submitted through the client review workflow, and content submitted to our public community forum (if applicable).

6.1 Who May Submit UGC

- Only verified account holders may submit reviews or ratings of Templates
- Authorised Users may submit feedback within the client review workflow
- Anonymous submissions are not accepted for Template reviews

6.2 UGC Standards and Moderation

All UGC must:

- Be truthful, accurate, and based on genuine first-hand experience
- Not contain defamatory, abusive, discriminatory, or unlawful content
- Not include personal data of third parties without their consent
- Not constitute spam, commercial solicitation, or deliberate misrepresentation
- Not infringe third-party intellectual property rights

Moderation process:

- All Template reviews subject to automated screening for prohibited content before publication
- Flagged content reviewed by our Trust & Safety team within 3 business days
- Users notified if content is rejected, with the reason and an opportunity to appeal
- Repeated violations may result in account suspension

6.3 Licence Granted by Users for UGC

By submitting a Template review or testimonial, you grant ReviewFlo a worldwide, royalty-free, perpetual, irrevocable, non-exclusive licence to:

- Display, reproduce, adapt, and distribute the review content
- Use it on the ReviewFlo platform, marketing materials, and third-party listings
- Attribute it to your organisation name (not individual name, unless you opt in)

■ You retain ownership of your review content. The licence above permits us to display and promote it but does not transfer your ownership.

6.4 UGC Within the Client Review Workflow

- Feedback and approvals within the design review workflow are owned by the Customer

- Not used by ReviewFlo for any external purpose
- Treated as confidential business data under the sub-processor relationship
- Retained per the schedule in Section 5

6.5 Removal Requests

- You may request removal of your own UGC at any time by contacting support@reviewflo.in
- Removal requests from subjects of UGC (e.g., defamation claims) handled by legal@reviewflo.in within 5 business days
- We may retain UGC in anonymised aggregate form even after removal

SECTION 7 — COMPLIANCE AND JURISDICTION-SPECIFIC DISCLOSURES

7.1 Applicable Laws

Jurisdiction	Applicable Law
India	Digital Personal Data Protection Act, 2023 (DPDP Act); Information Technology Act, 2000; IT (SPDI) Rules, 2011; Consumer Protection Act, 2019; GST Act
European Union / EEA	EU General Data Protection Regulation 2016/679 (GDPR)
United Kingdom	UK GDPR; Data Protection Act, 2018; Consumer Rights Act, 2015
United States (California)	California Consumer Privacy Act (CCPA); California Privacy Rights Act (CPRA)
Other jurisdictions	We apply the most protective applicable standard globally as our baseline

7.2 GDPR (EU/EEA) — Key Disclosures

- ReviewFlo is the data controller for account holder data; the data processor for customer-uploaded client data
- A Data Processing Agreement (GDPR Article 28 compliant) is available at legal@reviewflo.in
- EEA data transfers rely on EU Standard Contractual Clauses (SCCs) — 2021 version
- You have the right to lodge a complaint with your national supervisory authority

7.3 UK GDPR — Key Disclosures

- We comply with the UK GDPR and Data Protection Act 2018
- UK data transfers rely on UK International Data Transfer Agreements (IDTAs)
- Supervisory authority: Information Commissioner's Office (ICO) — <https://ico.org.uk>
- UK Representative: [UK Representative Name / Organisation] — ukrep@reviewflo.in

7.4 CCPA/CPRA (California) — Key Disclosures

California residents have:

- Right to Know — categories and specific pieces of personal information collected
- Right to Delete — request deletion of personal information
- Right to Correct — request correction of inaccurate personal information
- Right to Opt Out of Sale/Sharing — we do not sell personal information
- Right to Non-Discrimination — exercising CCPA rights will not result in service changes

Authorised agent requests accepted with written authorisation. Contact: privacy@reviewflo.in.

7.5 India DPDP Act 2023 — Key Disclosures

- ReviewFlo is a 'Data Fiduciary' under the DPDP Act 2023
- A Consent Manager or clear consent notice is provided before processing
- A designated Grievance Officer is available at grievance@reviewflo.in
- Data principals have the right to: access, correction, erasure, and nomination
- Cross-border transfers comply with permitted country frameworks under the Act

7.6 Policy Updates

- The 'Last Reviewed' date on each section will be updated when changes are made
- Material changes communicated by email to all account administrators at least 30 days before taking effect
- Continued use of the platform after the effective date of a material change constitutes acceptance
- If you do not accept material changes, you may terminate the account and request a pro-rata refund for any prepaid unused period

SECTION 8 — CONTACT DIRECTORY

Purpose	Contact
General Support	support@reviewflo.in
Privacy & Data Rights	privacy@reviewflo.in
Legal / DPA / Contracts	legal@reviewflo.in
Refunds	refunds@reviewflo.in
Security & Incidents	security@reviewflo.in
Sub-processor Inquiries	legal@reviewflo.in
India Grievance Officer	grievance@reviewflo.in
UK Representative	ukrep@reviewflo.in
Enterprise / MSA Sales	sales@reviewflo.in
Registered Postal Address	[Company Name], [Street], [City, State, PIN], India
Response SLA	2 business days for all written inquiries

GLOSSARY OF DEFINED TERMS

Term	Definition
Authorised User	An employee, contractor, or agent granted workspace access by the Customer.
CCPA / CPRA	California Consumer Privacy Act / California Privacy Rights Act.
Controller / Data Fiduciary	Entity that determines the purpose and means of data processing.
Cookies	Small files stored on a user's device to track preferences and sessions.
Customer	The subscribing business entity that has accepted these Terms.
DPA	Data Processing Agreement — contract governing ReviewFlo's processing of personal data on a Customer's behalf.
DPDP Act	India's Digital Personal Data Protection Act, 2023.
Design Preview	An interactive or static rendering of a Template customised with Customer brand assets.
GDPR	EU General Data Protection Regulation 2016/679.
Legitimate Interests	A lawful basis for processing personal data where the business reason is not overridden by data subjects' rights.
MFA	Multi-Factor Authentication — a security method requiring two or more verification factors.
Order Form	A signed or accepted document specifying subscription tier, fees, and special terms.
Personal Data	Any information that identifies or can identify a living individual.
Processor	Entity that processes personal data on behalf of a Controller.
Review Report	A structured evaluation of a Template or website design generated through the platform.
SCCs	EU Standard Contractual Clauses — approved mechanism for EEA data transfers.
Sub-processor	A third party engaged by ReviewFlo to process personal data on its behalf.
Template	A pre-built or customisable website design asset available via the Platform.
UGC	User-Generated Content — reviews, ratings, and feedback submitted by Customers.
UK GDPR	The UK's retained version of the EU GDPR, as amended by the Data Protection Act 2018.

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