

# PRIVACY POLICY

**Effective Date:** September 1, 2026

Grimoire (“**Company**,” “**we**,” “**us**,” or “**our**”) provides point-of-sale, inventory management, payment-support, reporting, customer management, and related software and services (collectively, the “**Services**”).

This Privacy Policy explains how we collect, use, disclose, retain, and protect personal information when you:

1. visit our websites;
2. create or maintain an account with us;
3. use our software, applications, or Services;
4. communicate with us;
5. purchase or subscribe to our Services;
6. interact with our marketing, advertising, or communications; or
7. otherwise interact with us.

This Privacy Policy also explains certain rights available to California residents under the California Consumer Privacy Act, as amended (“**CCPA**”), and applicable California regulations.

**Important:** If you are an employee, customer, or other individual whose information is entered into the Company's POS platform by one of our business customers, the business customer may control how your information is collected and used. In those circumstances, the Company's role may be that of a service provider or contractor processing information on behalf of the business customer.

## 1. INFORMATION WE COLLECT

Depending on how you interact with us and the Services, we may collect the following categories of information.

### A. Identifiers and Contact Information

We may collect:

- name;
- business name;
- mailing address;
- email address;
- telephone number;
- username;
- account identification numbers;
- customer identification numbers;
- employee identification information;
- IP address;
- device identifiers; and
- other similar identifiers.

### B. Account and Business Information

When a business subscribes to our Services, we may collect:

- business name;
- business address;
- business telephone number;
- business email address;
- account administrator information;
- billing information;
- subscription information;
- business type;
- store or location information;
- tax-related business information;
- user roles and permissions;
- employee account information; and
- information necessary to administer the account.

### **C. Transaction and Point-of-Sale Information**

Our Services may process information concerning transactions conducted through a merchant's POS system, including:

- transaction date and time;
- items purchased;
- quantities;
- prices;
- discounts;
- taxes;
- refunds;
- returns;
- order numbers;
- receipt information;
- store or location;
- payment method;
- loyalty-program information;
- customer account information;
- purchase history; and
- other information associated with a transaction.

The information contained in a merchant's POS system may be submitted to us by the merchant using our Services.

### **D. Payment Information**

Depending on the payment-processing services used by the merchant, we or our payment-processing partners may process information relating to payments, including:

- payment card type;
- cardholder name;
- payment token;
- transaction authorization information;
- partial card number;

- expiration information;
- billing address; and
- other payment-related information.

Where appropriate, payment card information may be tokenized, encrypted, truncated, or otherwise processed by third-party payment processors.

**We do not intend to store complete payment-card information unless expressly necessary for the Services and permitted by applicable payment-card and security requirements.**

Payment processing may be subject to separate agreements between the merchant and its payment processor.

#### **E. Customer and Loyalty Information**

If enabled by a merchant, our Services may allow merchants to maintain customer profiles, which may include:

- customer name;
- email address;
- telephone number;
- mailing address;
- loyalty-program information;
- rewards balances;
- purchase history;
- preferences;
- customer notes;
- marketing preferences; and
- other information provided by the merchant or its customers.

#### **F. Device and Usage Information**

When you access or use our websites or Services, we may automatically collect information such as:

- IP address;
- browser type;
- operating system;
- device type;
- device identifiers;
- application version;
- language preference;
- pages or features accessed;
- dates and times of access;
- referring and exit pages;
- session information;
- approximate location derived from IP address;
- crash reports;
- diagnostic information; and
- information concerning how you interact with our Services.

### **G. Geolocation Information**

If enabled by the Services and permitted by applicable law, we may collect approximate or precise geolocation information from a device.

For example, geolocation information may be used to:

- associate transactions with a particular store;
- identify the location of a POS terminal;
- provide location-based functionality;
- protect against fraud or unauthorized use; or
- provide analytics and operational services.

We will not collect precise geolocation information unless permitted by applicable law and, where required, after providing appropriate notice or obtaining consent.

### **H. Communications**

If you contact us, we may collect information contained in your communications, including:

- email correspondence;
- telephone communications;
- support tickets;
- chat communications;
- survey responses;
- recordings or transcripts where permitted by law; and
- other communications with our personnel.
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### **I. Information from Third Parties**

We may receive information from third parties, including:

- merchants using our Services;
- payment processors;
- identity-verification providers;
- fraud-prevention providers;
- analytics providers;
- advertising providers;
- business partners;
- integration partners;
- publicly available sources; and
- other service providers.

## **2. HOW WE USE PERSONAL INFORMATION**

We may use personal information for the following purposes:

### **A. Providing the Services**

We may use information to:

- provide and maintain the Services;
- process transactions;
- maintain merchant accounts;
- manage subscriptions;
- provide customer support;

- facilitate integrations;
- process payments;
- maintain inventory records;
- generate reports;
- synchronize data;
- administer user accounts;
- authenticate users;
- provide requested functionality; and
- perform services on behalf of our merchant customers.

## **B. Security and Fraud Prevention**

We may use information to:

- authenticate users;
- detect unauthorized access;
- prevent fraud;
- investigate security incidents;
- protect our systems;
- protect merchants and customers;
- monitor suspicious transactions;
- enforce our agreements; and
- maintain the security and integrity of the Services.

## **C. Analytics and Improvement**

We may use information to:

- analyze usage of the Services;
- identify trends;
- troubleshoot technical problems;
- develop new features;
- improve functionality;
- improve system performance;
- conduct research and analytics; and
- otherwise improve our products and Services.

Where feasible, we may use aggregated, de-identified, or anonymized information for these purposes.

## **D. Communications**

We may use personal information to:

- respond to inquiries;
- provide technical support;
- send service notifications;
- provide security alerts;
- communicate regarding billing;
- provide information about updates; and
- send marketing communications where permitted by law.

You may opt out of certain marketing communications at any time.

#### **E. Legal and Compliance Purposes**

We may use information to:

- comply with applicable law;
- respond to lawful requests;
- comply with subpoenas and court orders;
- protect our legal rights;
- establish or defend legal claims;
- enforce our agreements; and
- protect the rights, property, safety, and security of the Company, our customers, and others.

### **3. INFORMATION PROCESSED ON BEHALF OF MERCHANT CUSTOMERS**

Our Services are designed primarily for businesses.

A merchant using our Services may enter personal information about its customers, employees, vendors, or other individuals into the platform.

For this information, the merchant generally determines:

- what information is collected;
- why the information is collected;
- how the information is used;
- how long the information is retained; and
- whether the information is disclosed to other parties.

In these circumstances, we generally process the information on behalf of the merchant pursuant to our agreement with that merchant.

Accordingly, if you are an individual whose information has been entered into our Services by one of our merchant customers, you should generally direct privacy requests concerning that information to the merchant with which you interacted.

We may assist our merchant customers in responding to privacy requests as required by applicable law and our contractual obligations.

### **4. HOW WE DISCLOSE PERSONAL INFORMATION**

We may disclose personal information to the following categories of recipients.

#### **Service Providers**

We may disclose information to vendors and service providers that perform services on our behalf, including providers of:

- cloud hosting;
- data storage;
- payment processing;
- customer support;

- analytics;
- security;
- fraud prevention;
- communications;
- email delivery;
- authentication;
- information technology;
- software development;
- backup and disaster recovery; and
- other business services.

These providers are permitted to process personal information only as necessary to provide services to us or as otherwise permitted by applicable law.

### **Payment Processors**

We may disclose payment-related information to payment processors and financial institutions to facilitate transactions, authorization, settlement, refunds, chargebacks, fraud prevention, and related services.

### **Integration Partners**

If you or a merchant enables an integration with another service, we may disclose information necessary to provide that integration.

### **Affiliates**

We may disclose information to our corporate affiliates for legitimate business purposes, including providing, administering, securing, and improving the Services.

### **Legal Disclosures**

We may disclose information when reasonably necessary to:

- comply with law;
- respond to legal process;
- comply with governmental requests;
- protect our rights;
- investigate fraud;
- enforce agreements;
- protect safety; or
- prevent or investigate suspected illegal activity.

### **Business Transfers**

If we are involved in a merger, acquisition, financing, reorganization, bankruptcy, sale of assets, or similar transaction, personal information may be transferred as part of that transaction.

### **With Your Direction**

We may disclose information when you direct or authorize us to do so.

## **5. SALE AND SHARING OF PERSONAL INFORMATION**

### **No Sale or Sharing**

We do not sell or share personal information for purposes of cross-context behavioral advertising as those terms are defined by the CCPA.

We will honor legally recognized opt-out preference signals, including the Global Privacy Control, as required by applicable law.

### **6. SENSITIVE PERSONAL INFORMATION**

Depending on how the Services are used, we may process certain categories of information that California law may classify as sensitive personal information.

Such information may include, depending on the circumstances:

- account login credentials;
- precise geolocation;
- payment-related information;
- information concerning an individual's racial or ethnic origin;
- contents of communications where applicable;
- biometric information; or
- other categories defined as sensitive personal information under applicable law.

We use sensitive personal information only for purposes permitted by applicable law.

If required by the CCPA, California residents may have the right to limit certain uses and disclosures of sensitive personal information.

### **7. COOKIES AND SIMILAR TECHNOLOGIES**

We may use cookies, pixels, SDKs, local storage, tags, and similar technologies.

These technologies may be used to:

- operate the website;
- maintain sessions;
- remember preferences;
- authenticate users;
- maintain security;
- analyze website usage;
- understand how users interact with the Services;
- measure advertising effectiveness; and
- provide or improve functionality.

You may be able to control cookies through your browser settings. Certain portions of the Services may not function properly if cookies or similar technologies are disabled.

Where required by law, we will provide appropriate choices regarding non-essential cookies and similar technologies.

### **8. DO NOT TRACK AND OPT-OUT PREFERENCE SIGNALS**

Some browsers and devices transmit “Do Not Track” signals.

Our Services may not respond to all Do Not Track signals.

Where required by applicable California law, we will recognize legally required opt-out preference signals, including the Global Privacy Control (“GPC”), in accordance with applicable law and our technical capabilities.

## **9. DATA RETENTION**

We retain personal information for as long as reasonably necessary to:

- provide the Services;
- maintain business and transaction records;
- comply with legal obligations;
- resolve disputes;
- enforce agreements;
- prevent fraud;
- maintain security;
- maintain appropriate backups; and
- satisfy legitimate business purposes.

Retention periods may vary depending upon:

- the type of information;
- the purpose for which it was collected;
- contractual requirements;
- legal requirements;
- security requirements; and
- whether the information remains necessary to provide the Services.

When personal information is no longer reasonably necessary, we may delete, destroy, de-identify, or anonymize it, subject to applicable legal and technical requirements.

## **10. SECURITY**

We maintain administrative, technical, and physical safeguards designed to protect personal information against unauthorized access, destruction, loss, alteration, or disclosure.

Depending upon the nature of the information and Services, safeguards may include:

- encryption in transit;
- encryption at rest where appropriate;
- access controls;
- authentication controls;
- role-based permissions;
- logging and monitoring;
- network security controls;
- vulnerability management;
- backups;
- incident response procedures;
- employee security training; and
- vendor security assessments.

No method of transmitting or storing information is completely secure. Accordingly, we cannot guarantee absolute security.

## **11. DATA BREACHES AND SECURITY INCIDENTS**

If we determine that a security incident has occurred involving personal information, we will investigate and respond in accordance with applicable law.

Where legally required, we will provide notices to affected individuals, governmental authorities, or other parties.

## **12. CALIFORNIA PRIVACY RIGHTS**

Subject to applicable exceptions and limitations, California residents may have the following rights under the CCPA.

### **Right to Know**

You may have the right to request information concerning:

- the categories of personal information we collect;
- the categories of sources from which information is collected;
- the business or commercial purposes for collecting or disclosing information;
- the categories of third parties to whom information is disclosed;
- the specific pieces of personal information we have collected about you; and
- other information required by the CCPA.

### **Right to Delete**

You may request that we delete personal information that we have collected from you, subject to exceptions provided by law.

### **Right to Correct**

You may request correction of inaccurate personal information that we maintain about you, subject to applicable limitations.

### **Right to Opt Out of Sale or Sharing**

If our practices constitute a sale or sharing of personal information under the CCPA, you may have the right to opt out.

### **Right to Limit Use of Sensitive Personal Information**

Where applicable, you may have the right to limit certain uses and disclosures of sensitive personal information.

### **Right to Non-Discrimination**

We will not discriminate against you for exercising rights granted by the CCPA.

Subject to applicable law, we will not:

- deny you goods or services;
- charge you a different price;
- provide you a different level or quality of service; or
- otherwise penalize you

because you exercised a CCPA right.

## **13. HOW TO SUBMIT A CALIFORNIA PRIVACY REQUEST**

California residents may submit a privacy request by contacting us at:

**Email:** support@grimoirepos.com

Requests should identify the nature of the request and provide sufficient information for us to reasonably verify your identity.

We may request additional information to verify that you are the person about whom we maintain personal information.

We will use information provided for verification only for purposes of processing and responding to your request, except as otherwise permitted by law.

We generally will respond to verifiable consumer requests within the period required by applicable law.

#### **14. THIRD-PARTY SERVICES AND LINKS**

Our Services may contain links to or integrate with third-party websites, applications, payment processors, or other services.

We are not responsible for the privacy practices of third parties.

We encourage you to review the privacy policies of third-party services before providing information to them.

#### **15. BUSINESS CUSTOMER RESPONSIBILITIES**

Merchants using our Services are responsible for ensuring that their collection and use of personal information through the Services complies with applicable law.

Merchants are responsible for:

- providing required notices to their customers and employees;
- obtaining required consents;
- configuring privacy settings appropriately;
- responding to requests when they are the applicable business or controller;
- establishing appropriate retention periods;
- determining appropriate user permissions; and
- using the Services in compliance with applicable privacy and data-protection laws.

Our merchant agreements may contain additional provisions governing privacy, security, data processing, and allocation of responsibilities.

#### **15. CHANGES TO THIS PRIVACY POLICY**

We may modify this Privacy Policy periodically to reflect changes in:

- our Services;
- our information practices;
- applicable laws;
- regulatory requirements; or
- business operations.

When we make material changes, we will provide notice as required by applicable law.

The “Last Updated” date at the top of this Privacy Policy indicates when the policy was most recently revised.

#### **24. CONTACT US**

Questions concerning this Privacy Policy or our privacy practices may be directed to:

**Privacy Email:** [support@grimoirepos.com](mailto:support@grimoirepos.com)