# Privacy Policy (Sv: “Integritetspolicy”)

Entity: Byggveai Technology AB (Sv: “Aktiebolag”; org. no. 559537-3647)

Registered office: Brickanta C/O Byggveai Technology AB, Engelbrektsgatan 5

114 32 Stockholm, Sweden

VAT/F-tax (Sv: F-skatt/moms): SE559537364701

Effective date: 1 August 2025

Last updated: 24 October 2025

Contact: privacy@brickanta.com

## 1. Purpose and Scope

This Privacy Policy (the “Policy”, Sv: Integritetspolicy) describes how **Byggveai Technology AB** (“Brickanta”, “we”, “us”, “our”) collects, uses, stores and protects personal data in connection with the Services.

Brickanta provides an AI-driven platform and related offerings for workflows in construction and adjacent industries. The Services may include, without limitation: hosted software, APIs/SDKs, document processing and retrieval, analytics, dashboards, model-assisted outputs, integrations, professional/consultancy services (Sv: konsulttjänster), onboarding, training, configuration, data preparation/labeling, and support (collectively, the “Service”).

This Policy applies to personal data processed in connection with the Service, including data relating to customer representatives, users, partners, and visitors to our websites or platforms. Features and processing activities may vary by plan and may be added, modified, or deprecated over time (Sv: förändringar kan ske med skälig information).

## 2. Legal Framework

Brickanta processes personal data in accordance with:

- The **EU General Data Protection Regulation (EU) 2016/679** (“GDPR”);

- The **Swedish Data Protection Act (2018:218)** (Dataskyddslagen); and
- Other mandatory Swedish or EU laws and supervisory guidance applicable to data protection.

## 3. Categories of Personal Data

Depending on the Service and relationship, we may process the following categories of data:

1. **Account and Contact Data:** name, email, phone, job title, organization, and login details.
2. **Billing and Payment Data:** invoicing contact, bank details, tax/VAT data.
3. **Service Use Data (Usage Data):** Technical/telemetry data about how the Service runs and is used (e.g., feature interactions, performance, error rates, device/browser info); excludes Customer Content.
4. **Customer Content:** files, documents, and information provided or generated through use of the Service (as defined in § 9 of the Terms).
5. **Communications Data:** support requests, chat/email correspondence, and service feedback.
6. **Cookies and Online Identifiers:** session and preference cookies used for secure access and analytics.

We do not collect special category (sensitive) data unless explicitly agreed and governed by a written DPA.

### 3.1. Cookies

Cookies are small text files that are placed on your device when you visit a website. Brickanta uses cookies to ensure our website functions properly, to understand how it is used, and to improve the user experience.

Some cookies are set directly by Brickanta, while others are set by third-party service providers.

### Types of Cookies We Use

**Essential Cookies**
These cookies are necessary for the operation of our website and enable core features such as navigation and access to secure areas.

**Performance and Analytics Cookies**
These cookies help us understand how visitors use our website, for example which pages are visited most often. We use this information to improve our website's performance and usability. Analytics data is generally aggregated and anonymized. Brickanta may use third-party analytics tools, such as Google Analytics.

**Functional Cookies**
These cookies remember choices you make, such as language or region preferences, to provide a more personalized experience. They are typically deleted when your browser is closed or the session ends.

### Managing Cookies

You can control or disable cookies through your browser settings at any time. Please note that disabling cookies may limit certain features or functionality of our website.

## 4. Purposes and Legal Bases

Brickanta processes personal data only when there is a valid legal basis under the **EU General Data Protection Regulation (GDPR).** The lawful bases include:

1. **Consent (Article 6(1)(a))** – When individuals have freely given clear and informed consent for specific processing activities. For example, subscribing to newsletters or accepting optional cookies.

2. **Contractual Necessity (Article 6(1)(b))** – When processing is necessary to enter into or perform a contract with the data subject. For instance, creating and managing user accounts or providing support for contracted services.

3. **Legal Obligation (Article 6(1)(c))** – When processing is required to comply with laws or regulatory requirements, such as accounting, tax reporting, or data retention obligations.

4. **Legitimate Interests (Article 6(1)(f))** – When processing is necessary for our legitimate business interests (e.g. improving services, ensuring security, preventing fraud), provided that such interests are not overridden by the data subject's rights and freedoms.

5. **Vital Interests (Article 6(1)(d))** – When processing is necessary to protect someone's life or physical safety (rare in our operations).

6. **Public Interest (Article 6(1)(e))** – When processing is required for a task carried out in the public interest or under official authority (not typically applicable to our services).

| Purpose | Legal Basis | Description |
|---|---|---|
| To provide and operate the Service | Performance of contract (Art. 6(1)(b)) | Account setup, authentication, billing, and delivery of subscribed features. |
| To maintain and improve security | Legitimate interests (Art. 6(1)(f)) | Detection, monitoring, and prevention of unauthorized access or abuse. |
| To analyze Service performance (Usage Data) | Legitimate interests (Art. 6(1)(f)) | Product development, troubleshooting, and feature optimization. |
| To provide support and communications | Performance of contract / legitimate interests | Responding to support requests, notices, and operational updates. |
| To comply with legal obligations | Legal obligation (Art. 6(1)(c)) | Accounting, taxation, audit, and regulatory compliance. |

| | | |
|---|---|---|
| To send administrative or commercial notices | Legitimate interests / consent (where required) | Product notices, subscription information, and limited marketing. |

## 5. Data Retention

We retain personal data only for as long as necessary to fulfill the purposes for which it was collected or as required by applicable laws and regulations.

Accounting data is retained for seven (7) years in accordance with statutory financial recordkeeping obligations. Security logs and telemetry data are retained for twelve (12) to twenty-four (24) months to ensure system integrity, detect and investigate security incidents, and maintain service reliability.

Upon termination of the service, we will delete or anonymize Customer Content within ninety (90) days, unless a longer retention period is required to comply with legal obligations or to establish, exercise, or defend legal claims.

## 6. Data Sharing and Subprocessors

Brickanta may engage subprocessors (e.g., hosting, analytics, email, or customer-support providers) under written data-processing agreements ensuring GDPR compliance.

A current list of subprocessors is available upon request to **privacy@brickanta.com**. Brickanta does not sell or lease personal data to third parties.

## 7. International Transfers

We primarily process in the EU/EEA. If limited processing occurs in third countries (e.g., US/Singapore), We use EU SCCs, any applicable adequacy decisions, and supplementary measures.

## 8. Data Security

We assess incidents and, where required, notify authorities and affected parties (incl. 72-hour notice under GDPR). Brickanta implements appropriate technical and organizational measures consistent with ISO 27001-aligned controls, including:

- Encryption at rest and in transit;
- Access control and least-privilege principles;
- Audit logging and monitoring;
- Regular vulnerability assessments; and
- Employee confidentiality and data-protection training.

## 9. Data Subject Rights

We verify identity and respond without undue delay, typically within 30 days. Individuals within the EEA/Sweden have the following rights under GDPR:

- **Access:** obtain confirmation and a copy of personal data processed.
- **Rectification:** correct inaccurate or incomplete data.
- **Erasure:** request deletion ("right to be forgotten") when data is no longer needed or unlawfully processed.
- **Restriction:** limit processing in certain cases.
- **Portability:** receive personal data in a structured, machine-readable format.
- **Objection:** object to processing based on legitimate interests.
- **Complaint:** lodge a complaint with the **Swedish Authority for Privacy Protection (IMY)**.

Requests may be sent to **privacy@brickanta.com**. Brickanta may require reasonable verification of identity before fulfilling a request.

## 10. Cookies and Tracking Technologies

Brickanta uses product analytics per our Usage Data definition; see our Cookie Notice for details.

## 11. Customer Content & Model Training

We do not use Customer Content or personal data to train foundation models unless you have expressly opted in in writing. You retain all right, title, and interest in personal data, inputs, uploads, files, and other information you or your organization provide to the Service ("Customer Content"). Brickanta processes Customer Content solely for the purposes of providing, maintaining, supporting, and securing the Service.

You grant Brickanta a non-exclusive, worldwide license for the term of the Agreement to host, process, transmit, display, and create technical copies of Customer Content as reasonably necessary to provide the Service, support, troubleshooting, security, backups, and related operations (Sv: nödvändig licens för tillhandahållande av Tjänsten).

**Model training.** Brickanta does not use Customer Content to train foundation models unless you have expressly opted-in in writing (Sv: uttryckligt skriftligt samtycke/avtal).

**Business-critical materials.** Brickanta will not use business-critical or sensitive Customer Content (e.g., project documents, drawings, bid values, cost lines, schedules, proprietary calculations) for product improvement except as necessary to operate/support the Service or where you have expressly opted in in writing.

## 12. Aggregated and De-Identified Data

Brickanta may create and use data that is (a) Aggregated so that no individual or Customer is identifiable, and/or (b) De-Identified so that it cannot reasonably be used to identify an individual or Customer (Sv: aggregerade/avidentifierade uppgifter). Brickanta may use such data for benchmarking, trend analysis, capacity planning, and product improvement, including public or customer-facing reports, provided it does not identify you or any individual. Brickanta will not attempt to re-identify Aggregated or De-Identified Data and will contractually restrict subprocessors from doing so (Sv: förbud mot återidentifiering).

*We may create Aggregated/De-identified insights that do not identify any person or Customer.*

## 13. Confidentiality

Each party will protect the other's non-public information with reasonable care and use it only to perform under these Terms (Sv: sekretess; företagshemligheter per Lag (2018:558) om företagshemligheter may also apply).

## 14. Updates to This Policy

We may update this Privacy Policy; material changes will be notified in advance. Continued use of the Service after the effective date constitutes acceptance of the updated Policy. For changes materially affecting data subject rights or processing scope, reasonable safeguards and information will apply (Sv: skälig information och skyddsåtgärder tillämpas).

## 15. Contact and Controller Information

For company details and contacts, please refer to the header section of this document.

## 16. Governing Law & Dispute Resolution

This Privacy Policy is governed by Swedish law (Sv: svensk lag, excluding conflict-of-laws rules). Any dispute, claim, or matter arising out of or in connection with this Policy, the processing of personal data, or the Services shall be finally settled by arbitration under the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce (SCC) (Sv: Stockholms Handelskammares Skiljedomsinstitut; Förenklat skiljeförfarande).

# Appendix 1

We maintain this list and note material changes. Where a subprocessor is outside the EEA, transfers rely on EU SCCs plus supplementary measures.

PRE-APPROVED SUB-PROCESSORS

For each sub-processor that we use, we apply the principles of least privilege. That means that each third-party system shall only have access to the minimum data required to fulfill its purpose.

| **Sub-Processor** | **Purpose** | **Data Categories and Processed** | **Location and Legal Basis of Processing** | **Legal Entity** |
|---|---|---|---|---|
| Microsoft Azure | Primary Hosting Infrastructure | Content, User, Performance, Device, Activity | EEA/EU | Google Ireland/EMEA Gordon House, Barrow Street, Dublin 4, Ireland |
| Google Cloud | Hosting Infrastructure (Redundancy) | Content, User, Performance, Device, Activity | EEA/EU | Microsoft Corp, Ireland 70 Sir John Rogerson's Quay, Dublin 2, D02 R296, Ireland |
| OpenAI | AI model inference and processing | Content | EEA/EU; GDPR | OpenAI Ireland Ltd: 1st Floor, The Liffey Trust Centre, 117–126 Sheriff Street Upper, Dublin 1, D01 YC43, Ireland |
| Langsmith | Application Observability, debugging and tracing | Content, Activity | USA; SSC | LangChain Inc. 2660 3rd Street, Apt 629, San Francisco, California 94107 |

| | | | | |
|---|---|---|---|---|
| Supabase | Database hosting and authentication | User, Content | Singapore; SSC | Supabase Inc.<br>65 Chulia Street<br>#38-02/03, OCBC Centre,<br>Singapore 049513 |
| Anthropic | Model inference and analysis | Content | EEA/EU; SSC | Anthropic Ireland, Limited: 6th Floor, South Bank House, Barrow Street, Dublin 4, Ireland. |
| Circleback | Meeting Transcriptions and summarization | User, Content | USA; SSC | CircleBack, Inc. : 7901 Crownpointe Ridge Ct, McLean, VA 22102-1454, USA |
| Hubspot | CRM, marketing, customer communications | User, Content, Support | EEA/EU | HubSpot House: 1 Sir John Rogerson's Quay, Dublin 2, Ireland. |
| Posthog | Analytics, Session tracking | User, Content | EEA/EU, GDPR | PostHog Inc: 2261 Market Street #4008, San Francisco, CA 94114, USA. |