

Privacy Policy for RiskSight

Effective Date: Oct 1 2025

1. Definitions

For the purpose of this Privacy Policy, the following terms shall have the meanings set out below:

- **“EVALUESERVE” (or “we,” “us,” or “our”)** refers to Evalueserve and its affiliated companies responsible for providing the RiskSight solution.
- **“Client”** means the organization or legal entity that has procured, licensed, or deployed the RiskSight solution within its own Microsoft Azure environment and has a direct contractual relationship with EVALUESERVE.
- **“RiskSight”** refers to the data governance and risk monitoring solution developed by EVALUESERVE, designed to be deployed within the client’s Azure environment.
- **“User”** means any individual authorized by the client to access or use RiskSight within the client’s environment.
- **“Personal Data”** means any information relating to an identified or identifiable natural person, as defined under applicable data protection laws (e.g., GDPR, UK DPA, DPDP Act etc.).
- **“Data Controller”** refers to the entity that determines the purposes and means of processing personal data.
- **“Data Processor”** means an entity that processes personal data on behalf of the data controller.
- **“Support Services”** means any technical support, configuration assistance, or maintenance services provided by EVALUESERVE at the client’s request, under a separate agreement.
- **“Subprocessor”** refers to any third party engaged by EVALUESERVE to process data on its behalf, subject to the terms of this Privacy Policy and the client agreement.

2. Overview

This Privacy Policy describes EVALUESERVE’s approach to privacy and data protection in connection with the RiskSight solution. RiskSight is deployed exclusively within each client’s Microsoft Azure tenant. As a result, EVALUESERVE does not host, collect, or access personal data processed by the client through the RiskSight platform, unless expressly agreed otherwise in writing.

We understand and respect the importance of data protection and are committed to supporting our clients in maintaining their own compliance with applicable privacy laws.

3. Applicability

This Policy applies solely to the RiskSight product and governs EVALUESERVE's data handling practices in the context of its deployment and support. It is intended to provide transparency regarding the limited role EVALUESERVE plays with respect to data processed through RiskSight.

4. Deployment and Data Access

- **Client-Controlled Environment:** RiskSight is deployed entirely within the client's Azure infrastructure. All data (including any personal data) is retained and processed within the client's own cloud environment, under their exclusive control.
- **No Default Data Access:** EVALUESERVE does not, in the ordinary course of providing RiskSight, access or receive any personal data or client content.
- **Support Access (If Required):** If a client engages EVALUESERVE to provide implementation support, troubleshooting, or maintenance, limited access to certain system data may occur strictly under the terms of a separate support or services agreement and only with prior written consent.

5. Roles and Responsibilities

- **Client as Data Controller:** The client retains full control and responsibility for all data processed through RiskSight. The client is responsible for ensuring that its use of RiskSight complies with applicable data protection and privacy laws, including obtaining any necessary consents or providing required notices to individuals.
- **EVALUESERVE's Role:** EVALUESERVE does not act as a data controller or processor in connection with RiskSight by default. If EVALUESERVE is granted access to client data for support purposes, EVALUESERVE may be deemed a data processor for the limited duration and scope of that engagement, subject to a separate agreement. In such cases, EVALUESERVE will implement reasonable technical and organizational measures to protect the confidentiality and integrity of any accessed data as per applicable Data Protection laws of relevant jurisdiction.

6. Security and Compliance Support

EVALUESERVE is committed to delivering a secure and privacy-conscious solution. While RiskSight operates entirely within the client's Azure tenant, we support clients in meeting their own security and compliance obligations by:

- Delivering RiskSight in a secure, modular format that integrates with the client's own security controls;
- Enabling identity and access management via Azure Active Directory;
- Offering implementation guidance aligned with secure deployment best practices.

The client remains responsible for configuring and maintaining appropriate security settings and controls within their environment.

7. No Tracking or Monitoring by EVALUESERVE

RiskSight does not include any built-in tracking, analytics, or telemetry that transmits information to EVALUESERVE. Any usage metrics, if enabled, are fully controlled by the client and remain within the client's Azure environment. EVALUESERVE does not collect or analyze these logs or telemetry unless explicitly requested and authorized in a support context.

8. Subprocessors

EVALUESERVE does not engage any subprocessors in connection with the RiskSight product, as no data is transferred to or processed by EVALUESERVE's infrastructure.

9. International Data Transfers

EVALUESERVE does not receive or transfer personal data through use of RiskSight in its standard deployment. In the events that support access to data is granted and such access involves cross-border processing, EVALUESERVE will ensure that adequate safeguards are in place, including Standard Contractual Clauses (SCCs) or other mechanisms, as required under Data Protection laws of relevant Jurisdiction .

10. Updates to This Policy

We may update this Privacy Policy from time to time to reflect changes in our service delivery model, legal obligations, or product capabilities. Material changes will be communicated to clients through appropriate channels.

11. Indemnity

To the extent allowed by law, the client agrees to indemnify and hold harmless EVALUESERVE, its affiliates, and their respective officers, employees, employees of affiliates and agents against any claims, losses, damages, or liabilities that arise from the client's use of the RiskSight solution. This includes claims related to non-compliance with applicable data protection laws or failure to obtain necessary consents from data subjects.

12. Survivability

Certain parts of this Privacy Policy will continue to apply even after the RiskSight solution is no longer in use. Specifically, provisions related to confidentiality, limitation of liability, indemnity, and this survivability clause will remain in effect for a period of three (3) years following the termination or expiry of the client's use of RiskSight.

13. Severability

If any provision of this Policy is determined to be invalid or unenforceable, the remainder shall remain in full force and effect. The parties shall replace the invalid provision with a valid one that most closely reflects their original intent.

14. Limitation of Liability

EVALUESERVE's responsibility in connection with this Privacy Policy and the RiskSight product is limited to what's outlined in the main agreement between EVALUESERVE and the client (such as a Master Services Agreement or License Agreement). Under no circumstances will EVALUESERVE be liable for any indirect, incidental, special, or consequential damages including loss of data, revenue, or profits even if advised of the possibility of such damages.

15. No Third-Party Beneficiaries

This Policy is intended solely for the benefit of EVALUESERVE and the client. It does not create any rights or remedies for third parties, including individual users or data subjects.

16. Governing Law and Jurisdiction

This Privacy Policy shall be governed by the same laws and jurisdiction specified in the underlying agreement between EVALUESERVE and the client.

Additionally, any personal data processed in connection with RiskSight will be subject to the applicable data protection laws based on where the client operates

17. Contact Us

If you have any questions about this Privacy Policy, or if you believe EVALUESERVE may process personal data in connection with a support engagement or otherwise, please contact our Data Protection Officer:

Data Protection Officer

EVALUESERVE
DP@evalueserve.com