

Privacy Policy - NEXUMBITE

Privacy - 07/10/2025

Effective Date: July 10, 2025

This Privacy Policy ("Policy") governs the manner in which NEXUMBITE ("we," "us," or "our"), incorporated in the State of Wyoming, United States of America, collects, uses, discloses, transfers, and protects personal information of Users ("you," "your," or "User") in connection with NEXUMBITE's digital properties, platforms, SaaS solutions, software, applications, integrations, hosting services, UX/UI services, and any associated tools or technologies ("Services").

By accessing, registering for, or using our Services, you confirm that you have read, understood, and accepted this Privacy Policy as well as the [Terms and Conditions](#) ("Terms") which govern your use of the Services. This acknowledgment serves as your formal, informed, and voluntary agreement to both documents.

If you do not agree with any part of this Policy or the Terms, you must immediately discontinue all use of the Services and refrain from creating accounts, making purchases, or interacting with any offerings from NEXUMBITE.

1. Information We Collect

NEXUMBITE collects and processes different categories of data, including but not limited to:

- Identification Data: name, email address, phone number, billing address, company details.
- Authentication Data: credentials, API keys, tokens, and similar identifiers.
- Payment Data: partial card details (processed exclusively by PCI DSS-compliant third-party providers such as Stripe or PayPal).
- Technical Data: device identifiers, IP addresses, browser type/version, operating system, cookies, pixels, and session analytics.
- Usage Data: log files, activity on the platform, interactions with Services, preferences, and behavioral metrics.
- Voluntary Data: content submitted via forms, surveys, support requests, or communications.

Additionally, we may collect usage data to manage licensing and access rights where applicable. For subscription-based or SaaS Services, Users receive limited access licenses to use NEXUMBITE software and platforms.

Ownership rights do not transfer unless explicitly stated in a signed development contract (e.g., custom-built software).

This distinction helps us enforce appropriate usage rights and protect both parties.

2. Purpose of Processing

We process personal data strictly for legitimate business purposes, including:

- Providing, operating, and maintaining Services.
- Authenticating Users and ensuring account security.
- Processing payments, subscriptions, and billing.
- Offering technical support, updates, and improvements.
- Sending service-related notices, legal communications, and promotional content.
- Ensuring compliance with applicable U.S. laws, Wyoming state laws, GDPR (where applicable), and ARCO frameworks (where applicable).
- Processing is based on consent, contractual necessity, legal obligations, or legitimate business interests.

Additionally, we may process personal data to notify Users regarding delivery timelines, delays, changes to Services, and to facilitate communication regarding such matters as outlined in our Terms.

3. Data Storage and Retention

All data collected by NEXUMBITE is stored on secure servers located in the United States or other jurisdictions with adequate protections. Data is retained only for as long as necessary to fulfill contractual, legal, or regulatory obligations, or until Users exercise deletion rights.

4. Data Security Measures

NEXUMBITE employs industry-standard security practices, including:

- Encryption (in-transit and at-rest).
- Multi-factor authentication for administrative accounts.
- Access control protocols and logging.
- Regular vulnerability assessments and penetration testing.

While we take reasonable steps, Users acknowledge that no method of data transmission or storage is 100% secure, and NEXUMBITE disclaims liability for breaches beyond commercially reasonable safeguards. Users are responsible for safeguarding their account credentials and authentication details. NEXUMBITE is not liable for unauthorized access resulting from user negligence or failure to follow recommended security practices.

5. International Data Transfers

Users acknowledge and consent that data may be transferred internationally, including outside the User's country of residence. For EU residents, data transfers are subject to Standard Contractual Clauses (SCCs) or other legally recognized safeguards. For LATAM users, NEXUMBITE aligns practices with ARCO principles where applicable.

6. User Rights (GDPR / ARCO / U.S. Privacy)

Depending on jurisdiction, Users may exercise rights such as:

- Access: to request copies of personal data.

- Rectification: to correct inaccurate or incomplete data.
- Deletion ("Right to be Forgotten"): to request removal of data.
- Restriction: to limit processing under certain conditions.
- Portability: to receive data in a structured, machine-readable format.
- Objection: to object to processing for direct marketing or profiling.

Requests must be submitted in writing to legal@nexumbite.com.

Verification of identity may be required. Users may also contact NEXUMBITE for inquiries or concerns regarding service delivery timelines, cancellations, or modifications as described in the Terms.

7. Cookies and Tracking

NEXUMBITE uses cookies, local storage, tracking pixels, and analytics tools (e.g., Google Analytics) to enhance functionality, analyze performance, and personalize user experience.

Cookies may include, but are not limited to:

- Essential Cookies: Required for core functionality and secure access.
- Performance Cookies: Used to understand site behavior and traffic.
- Functional Cookies: Enable enhanced features and personalization.
- Marketing Cookies: Used for advertising and remarketing purposes.

Users may configure browser settings to block or delete cookies at any time; however, this may affect the performance or availability of some features.

Consent Management:

NEXUMBITE provides a cookie consent mechanism in accordance with applicable U.S., EU, and LATAM privacy regulations. Upon first visit to any NEXUMBITE-operated website or platform, Users are presented with a clear, prominent cookie consent banner that explains the categories of cookies used.

Users are required to actively provide consent before any non-essential cookies (such as performance, functional, or marketing cookies) are stored or processed. Consent is specific and granular, allowing users to accept or reject different cookie types individually.

Consent may be withdrawn at any time through the cookie settings panel or banner re-access tools. By continuing to use the site without modifying preferences, Users consent to essential cookies only.

8. Disclosure to Third Parties

NEXUMBITE does not sell or rent personal data. Disclosure may occur in the following cases:

- To service providers, contractors, or partners performing functions on our behalf (bound by confidentiality)

obligations). including entities involved in payment processing, communication platforms for notifications, and hosting or cloud providers.

- To legal authorities, courts, or regulators as required by law.
- To successors in the event of merger, acquisition, restructuring, or sale of assets.

9. Children's Privacy

Our Services are not directed to individuals under 13 (or under 16 in jurisdictions where parental consent is required). We do not knowingly collect personal information from children. If such data is identified, it will be deleted.

10. Legal Basis, Governing Law, and Jurisdiction

This Policy shall be governed, construed, and enforced exclusively in accordance with the laws of the State of Wyoming, United States of America. Users irrevocably agree that all disputes, claims, or complaints relating to this Policy or NEXUMBITE's handling of personal data must be filed exclusively in Wyoming, USA, through arbitration or courts of competent jurisdiction therein. Users waive the right to initiate proceedings in any other forum.

11. Limitation of Liability

To the maximum extent permitted by law, NEXUMBITE shall not be liable for indirect, consequential, punitive, or special damages arising from data collection, processing, or disclosure. Users acknowledge that reliance on Services and provision of personal data is voluntary and at their own risk.

12. Updates to This Policy

NEXUMBITE reserves the right to modify or update this Policy at its sole discretion. Changes will be reflected with a revised “Effective Date” and, where required by law, Users will be notified through electronic communication or in-Service alerts. Updates to this Privacy Policy may coincide with updates to the Terms of Service. Users are encouraged to review both documents periodically to stay informed of their rights and obligations.

13. Contact Information

For privacy-related inquiries, complaints, or requests, please contact:

legal@nexumbite.com

14. Service Notifications and Communication

NEXUMBITE may use your contact information to send important communications related to your Services, including but not limited to delivery timelines, delays, cancellations, updates, billing notices, and other service-related messages. These communications are essential for maintaining an effective business relationship and ensuring transparency. Users agree to receive such communications as part of their engagement with NEXUMBITE.