# Study Manager Privacy Policy

Version 1.01 · Effective November 1, 2026

This Privacy Policy forms part of the Study Manager Terms of Use. Capitalized terms not defined here have the meaning given in the Terms.

## 1. Who we are

Seralogix, LLC ("Seralogix", "we", "us") is a Texas limited liability company based in Austin, Texas. We provide the Study Manager platform (the "Service"). This policy explains what personal information we collect about the people who use the Service, how we use and share it, and the choices and rights you have. Questions go to privacy@seralogix.com.

## 2. Scope

This policy covers personal information about users of the Service, such as names, email addresses, account details and usage logs. It also covers people who contact us for support.

The studies, designs, records and files an organization enters into the Service are "Customer Data". The Terms of Use govern Customer Data, and the organization that holds the account (the "Customer") controls it. We process Customer Data only to provide the Service.

This policy does not cover websites or services run by others, even if the Service links to them.

## 3. Our role

For account, sign-in, Terms acceptance, support and technical log information, Seralogix decides how the information is used and is responsible for it (for EU and UK law, the "controller").

Where Customer Data contains personal information, we handle it on the Customer's behalf and under its instructions (the "processor"). The Customer is responsible for having a lawful basis to enter that information. Requests about it should go to the Customer first; if they come to us, we will pass them on.

## 4. What we collect

| Category | What it includes | Where it comes from |
|---|---|---|
| Account | Name, email address, title, organization, role | You, or the administrator who invited you |
| Sign-in | Your password, stored only as a one-way hash that we cannot read | You |
| Terms acceptance | The version accepted, the time, your IP address and browser details | Recorded when you select "I Accept" |
| Activity records | Which user created or changed which study items, and when | Recorded as you use the Service |
| Support requests | What you write to us and your contact details | You |
| Technical logs | IP address, browser type, pages requested, errors | Recorded by our servers |
| Bot-protection data | IP address and browser and device signals | Collected by Google reCAPTCHA on the sign-up page |
| AI feature content | The text and study details sent with an AI request | You, when you use an AI feature that is turned on |

We do not collect payment card details through the Service. We do not use advertising or analytics trackers. We do not ask for sensitive personal information such as health, financial or government ID data about users, and you should not enter it in your profile or in support requests.

## 5. How we use it, and our legal bases

| Purpose | Information used | Legal basis (EU and UK) |
|---|---|---|
| Create and run your account, and sign you in | Account, sign-in | Performing our contract with you or your organization |

| Purpose | Information used | Legal basis (EU and UK) |
|---|---|---|
| Send the emails the Service needs: invitations, password resets and support replies | Account, support requests | Performing our contract |
| Keep a record that you accepted the Terms of Use, and which version | Terms acceptance | Legitimate interest in proving what was agreed; legal obligation |
| Show who changed what in a study, which the Customer relies on for its records | Activity records | Performing our contract; the Customer's instructions |
| Provide AI features an administrator has turned on | AI feature content | Performing our contract; the Customer's instructions |
| Keep the Service secure, prevent abuse and fix problems | Technical logs, bot-protection data | Legitimate interest in a secure, working Service |
| Answer support requests | Support requests, account | Performing our contract; legitimate interest |
| Meet legal obligations and enforce our Terms | Any of the above, as needed | Legal obligation; legitimate interest |

Where we rely on legitimate interests, we have weighed them against your rights, and you may object (section 11).

We do not sell personal information. We do not use it for advertising. We do not use Customer Data, even in anonymized or aggregated form, to develop or improve the Service.

## 6. AI features

Some features use a third-party generative AI service, currently OpenAI. When you use one, we send only what that request needs, such as study titles, objectives, variable names and timeline information. We never send passwords or payment details.

We send every request to OpenAI with storage turned off, so OpenAI does not keep our requests or its responses for later retrieval. Under OpenAI's API terms, data sent this way is not used to train OpenAI's models. OpenAI may still keep it for up to 30 days to monitor for abuse, unless the law requires longer, and then deletes it.

Each organization's administrator controls these features in Settings:

- AI assistance (analysis advice and the assistant) is off until an administrator turns it on.
- AI drafting can be turned off.
- A single study can opt out of AI features.

When a feature is off, nothing is sent to the AI provider for it. AI output is a suggestion; it does not make decisions about you (section 15).

## 7. Who we share it with

We share personal information only with:

- **Service providers (subprocessors)** who run parts of the Service for us. They act on our instructions and are bound by confidentiality, security and data protection terms. The current list is below and at seralogix.com/subprocessors. We give organization administrators 30 days' notice by email before adding one.
- **Your organization.** Its administrators can see its users, their roles and their activity in its studies.
- **Authorities, when the law requires it.** We review each request and disclose only what is required. Where the law allows, we tell the affected Customer first.
- **A successor,** if Seralogix is merged, acquired or sells its assets. The successor must keep protecting the information as this policy describes, and we will tell organization administrators before it changes hands.
- **Others, with your direction or consent.**

| Provider | Purpose | What it receives | Location |
|---|---|---|---|
| Amazon Web Services, Inc. | Hosting, database, file storage, content delivery, backups, monitoring | All data in the Service | United States |
| OpenAI | AI features, only when turned on | The text and study details for each request | United States |
| Google LLC (Google Workspace) | Sending the Service's emails | Names, email addresses, and organization and study names in emails | United States |

| Provider | Purpose | What it receives | Location |
|---|---|---|---|
| Google LLC (reCAPTCHA) | Bot protection on the sign-up page | IP address and browser and device signals | United States |

## 8. Cookies and browser storage

The Service stores only what it needs in your browser: the information that keeps you signed in, and settings such as your language. If you block this storage, you will not be able to stay signed in. We use no advertising or analytics cookies.

The sign-up page uses Google reCAPTCHA to check that a person, not a bot, is signing up. reCAPTCHA is subject to Google's Privacy Policy and Terms of Service.

## 9. How long we keep it

| Information | Kept for |
|---|---|
| Account details | While your account is open. On deletion, removed from active systems as the Terms of Use describe. |
| Terms acceptance records | 1 year after your account is deleted, as evidence of what was agreed |
| Activity records in a study | As long as the Customer keeps the study |
| Support requests | 2 years after the request is closed |
| Technical server logs | 14 days |
| Backups | Deleted on rotation, within 35 days of deletion from active systems |

We may keep information longer where the law requires it or to resolve a dispute, and only for as long as that need lasts.

## 10. Security

The Service is hosted on Amazon Web Services in the United States. Data is encrypted in transit and at rest. The database is not reachable from the internet. Passwords are stored only as one-way hashes. Access inside the Service follows each organization's roles. More detail is at seralogix.com/security.

No system is perfectly secure. If we confirm unauthorized access to personal information in our systems, we will notify the affected Customer within 72 hours of confirming it, and notify individuals and authorities where the law requires. Please report suspected security issues to security@seralogix.com.

## 11. Your choices and rights

You can see and correct your name, title and other profile details in Settings. Your organization's administrator manages your role and can remove your account.

You can also ask us to:

- give you access to, or a copy of, your personal information;
- correct it;
- delete it;
- export it in a portable format;
- restrict how we use it, or object to a use based on legitimate interests;
- withdraw any consent you gave, without affecting earlier use.

Write to privacy@seralogix.com. We reply within 30 days, and may need to confirm your identity first. If your request concerns Customer Data, we may pass it to your organization, which controls that data. We will not treat you differently for using these rights.

If you are in the EU or UK, you may also complain to your local data protection authority. We would appreciate the chance to resolve your concern first.

## 12. International transfers

We store and process information in the United States. If you use the Service from elsewhere, your information is transferred to the United States, where data protection law may differ from yours.

Where we transfer personal information out of the European Economic Area or the United Kingdom, we rely on the European Commission's Standard Contractual Clauses and the UK International Data Transfer Addendum, in our agreements with Customers and with our subprocessors. You can request a copy of the relevant safeguards at privacy@seralogix.com.

## 13. Children

The Service is for professionals and is not intended for anyone under 18. We do not knowingly collect information about anyone under 18. If you believe we have, write to privacy@seralogix.com and we will delete it.

## 14. Notices for US residents

Depending on the state you live in, including California and Texas, you may have the rights described in section 11. You may use an authorized agent to make a request; we may ask the agent for proof of your permission. If we decline a request, you may appeal by replying to our decision, and we will respond within the time the law allows.

We do not sell personal information, and we do not share it for cross-context behavioral advertising. We do not use or disclose sensitive personal information to infer characteristics about you. In the past 12 months, we have collected the categories in section 4 for the purposes in section 5, and disclosed them only to the recipients in section 7.

Because we use no tracking for advertising, the Service treats all browsers the same whether or not they send a Do Not Track or Global Privacy Control signal.

## 15. Automated decisions

We do not make decisions about you based solely on automated processing that have legal or similarly significant effects. AI features produce suggestions that users review and choose whether to use.

## 16. Changes to this policy

We will post any change here with a new version number and effective date. For a material change, we will email organization administrators at least 30 days before it takes effect. Earlier versions are available on request.

## 17. Contact

Seralogix, LLC, Austin, Texas

- Privacy questions and requests: privacy@seralogix.com
- Security issues: security@seralogix.com
- Legal and notices: legal@seralogix.com