

Neurvance Cube 1.0 - Privacy Policy

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Version: Cube 1.0

This Privacy Policy explains how Neurvance processes information when a business uses Neurvance Cube on its website or online shop.

Neurvance is a Danish business, CVR **46436024**.

For privacy questions, contact **privacy@neurvance.com**.

1. Scope

Cube is a B2B e-commerce analytics and recommendation system.

A webshop or other business integrates Cube into its website. Subject to consent and applicable law, Cube processes information about visitor behaviour to generate recommendations, predictions and aggregated behavioural insights.

The webshop remains responsible for its own website, customer relationship and privacy obligations.

Depending on the processing activity, Neurvance may act:

- as a processor acting on behalf of the webshop;
- as an independent controller for Neurvance's own processing purposes; or
- in another role required by applicable data-protection law.

In particular, where Neurvance decides to use consented data for its own AI/model-development purposes, Neurvance acts as a controller for that processing where required by law.

2. Information Cube may receive

Cube may receive:

Identifiers and session information

- pseudonymous visitor ID;
- session ID;
- sample or event number; and
- capture timestamp.

These identifiers are designed to avoid directly identifying a visitor by name, but they may still constitute personal data.

Behavioural information

Cube may process:

- mouse movement speed;
- total mouse clicks;
- cursor position;
- time spent on the website;
- day of the week;
- products viewed;
- number of product views;
- products clicked;
- number of product clicks;
- products purchased;
- whether a purchase occurred;
- number of items purchased;
- products and colours displayed or seen; and
- cart contents where supplied by the webshop.

Context supplied by the webshop

A webshop may also provide:

- temperature;
- whether it is raining;
- previous purchase date; and
- previously purchased product.

Neurvance requires businesses not to intentionally provide direct identifiers or sensitive personal information unless specifically authorised.

3. Information Cube derives

Cube may calculate or derive:

- purchase probabilities;
- estimated purchase quantity;
- behavioural categories;
- similarities with previous visitor behaviour;
- statistical averages;
- product recommendations;
- product-ranking recommendations;
- layout recommendations;
- colour recommendations; and
- related e-commerce optimisation information.

These outputs are estimates based on statistical and machine-learning methods.

4. Where information comes from

Information may come from:

- the visitor's interaction with the webshop;
- Cube tracking technology;
- the webshop's Cube integration;
- the webshop's product system;
- shopping-cart systems;
- order or purchase systems;
- contextual information supplied by the webshop; and
- information Cube derives from the above.

5. Consent

Cube's non-essential behavioural tracking must not begin until the required consent has been obtained.

The webshop is contractually required to implement a valid consent mechanism.

Depending on the processing enabled, visitors should be able to make choices about purposes including:

1. Cube analytics and personalisation;
2. Neurvance AI/model improvement; and
3. creation of anonymous aggregate commercial insights.

Visitors must be able to refuse consent and later withdraw consent.

Withdrawing consent does not affect the lawfulness of processing that occurred before the withdrawal.

6. Why Neurvance processes information

A. Operating Cube

Information may be processed to:

- analyse website behaviour;
- calculate purchase probability;

- estimate potential purchase quantities;
- identify behavioural patterns;
- generate product recommendations;
- generate layout and colour recommendations;
- improve product ranking;
- calculate statistical averages; and
- provide Cube functionality to participating businesses.

Where applicable, the legal basis is the visitor's consent.

B. AI and model development

Where the visitor has separately consented, Neurvance may use relevant data to:

- develop machine-learning systems;
- train AI models;
- fine-tune existing models;
- evaluate models;
- test models;
- benchmark algorithms;
- improve Cube;
- improve other related Neurvance e-commerce systems; and
- develop models for Neurvance or commercial customers in e-commerce, behavioural analytics, recommendations and related optimisation.

Neurvance will not treat consent to Cube analytics as unlimited consent for materially unrelated AI training.

C. Anonymisation and aggregate statistics

Where permitted, Neurvance may process information to create statistical groups, averages, benchmarks and other anonymized information.

Once information has been genuinely anonymized so that it is no longer reasonably attributable to an identifiable person, Neurvance may use the resulting anonymous information for purposes including:

- research;
- analytics;
- model development;
- benchmarking;
- product development;
- market statistics;
- commercial datasets;
- commercial insights;
- licensing; and
- sale to third parties.

Neurvance does not sell identifiable or pseudonymous Cube visitor information under this policy.

If information remains capable of identifying, singling out or reasonably linking back to an individual, Neurvance will continue treating it as personal data.

D. Security and compliance

Neurvance may process limited information where necessary to:

- protect Cube;
- prevent abuse;
- investigate security incidents;
- enforce agreements;
- comply with legal requirements; and
- respond to authorities.

The applicable legal basis may include legal obligations or Neurvance's legitimate interests, depending on the circumstances.

7. Profiling and automated analysis

Cube performs automated analysis and profiling.

For example, Cube may compare a visitor's behaviour with aggregated patterns from previous visitors and calculate a probability that the visitor will purchase a product.

Cube may then recommend:

- products;
- product ordering;
- layouts;
- colours; or
- other store optimisations.

Cube is designed to support e-commerce optimisation. It is not intended to make decisions that produce legal or similarly significant effects on visitors.

8. AI models

Where the required consent exists, Cube information may contribute to AI and machine-learning development.

Neurvance may take measures such as:

- data minimisation;
- pseudonymisation;
- aggregation;
- statistical grouping; and
- anonymisation.

A model will not automatically be considered anonymous merely because it consists of model weights or statistical parameters.

Where a model could reasonably reveal or reproduce personal information about training subjects, Neurvance will continue treating it as involving personal data where required by law.

Where a model has been genuinely anonymized and does not contain personal data, Neurvance may continue using that anonymous model independently of the original personal-data record.

9. Data minimisation and aggregation

Cube is designed to use behavioural information rather than requiring a visitor's real-world identity.

Neurvance seeks to reduce the amount of visitor-level information retained by incorporating observations into statistical categories, patterns and aggregates where appropriate.

Neurvance does not consider pseudonymisation alone to be anonymisation.

10. Retention

Personal and pseudonymous Cube information is retained only for as long as reasonably necessary for the relevant disclosed processing purpose, including:

- operating the visitor's active session;
- generating Cube outputs;
- incorporating relevant observations into statistical analysis;
- performing consented model-development processing;
- protecting system security;
- resolving incidents; and
- meeting legal obligations.

Neurvance may progressively replace visitor-level information with aggregated or anonymized information where reasonably possible.

Once source-level personal information is no longer required, it will be deleted or genuinely anonymized, subject to limited lawful backup, security or legal-retention requirements.

Genuinely anonymized data may be retained indefinitely because it no longer relates to an identifiable individual.

11. Withdrawal of consent

Visitors can withdraw consent through the consent controls provided by the relevant webshop.

The webshop must communicate withdrawals to Cube where necessary.

A withdrawal prevents future consent-based processing covered by that withdrawal.

Withdrawal does not:

- make previous lawful processing unlawful; or
- require deletion of information that has already been genuinely and irreversibly anonymized.

Where personal data continues to exist, applicable GDPR rights continue to apply.

12. Sharing personal data

Personal or pseudonymous information may be made available only where reasonably necessary to:

- Nervance personnel who require access;
- hosting and infrastructure providers;
- database providers;
- security providers;
- analytics or technical service providers acting on appropriate instructions;
- professional advisers where necessary;
- public authorities where legally required; and
- other processors or subprocessors used to provide Cube.

Nervance does not sell pseudonymous Cube visitor records as commercial customer lists or behavioural datasets.

13. Anonymous commercial information

Nervance may share, license or sell information that has been genuinely anonymized and aggregated.

Recipients of such information may include:

- businesses;
- researchers;
- analytics providers;
- AI developers;
- e-commerce companies;
- technology companies; and
- other commercial partners.

The information must not be provided under this clause as a dataset that reasonably enables recipients to identify individual Cube visitors.

Nervance may impose contractual restrictions against attempted re-identification where appropriate.

14. International transfers

Some service providers may process information outside Denmark or the European Economic Area.

Where GDPR requires safeguards for an international transfer, Nervance will use an appropriate transfer mechanism, which may include:

- an EU adequacy decision;
- Standard Contractual Clauses;
- other legally approved safeguards; or
- another lawful transfer mechanism.

15. Security

Nervance uses technical and organisational measures intended to protect Cube information against:

- unauthorised access;
- accidental loss;

- unlawful alteration;
- unauthorised disclosure; and
- misuse.

No online system can guarantee absolute security.

16. Your GDPR rights

Where GDPR applies and Neurvance processes personal data about you, you may have rights including:

- access to your personal data;
- correction of inaccurate information;
- deletion;
- restriction of processing;
- data portability where applicable;
- objection where processing relies on legitimate interests;
- withdrawal of consent; and
- rights relating to qualifying automated decisions.

These rights depend on the circumstances and are not absolute.

17. Pseudonymous identifiers and rights requests

Cube is intentionally designed not to require Neurvance to know a visitor's name.

To locate relevant information, Neurvance may therefore need information such as:

- the webshop visited;
- the approximate date or session;
- the relevant Cube visitor identifier; or
- other information reasonably necessary to locate the record.

Neurvance will not require or maintain additional identifying information solely for the purpose of identifying an otherwise non-identifiable person where applicable law does not require this.

18. Requests

Privacy requests may be sent to:

privacy@neurvance.com

A request can also be made through the webshop where appropriate.

Neurvance or the webshop may need to verify the request before disclosing or deleting personal information.

19. Complaints

Visitors have the right to lodge a complaint with a competent data-protection supervisory authority.

For Neurvance's activities in Denmark, the relevant supervisory authority is **Datatilsynet**.

Visitors may also have the right to contact the supervisory authority in the EU/EEA country where they live or work.

20. Children

Cube is not designed specifically to profile children.

Neurvance requires Customers not to knowingly integrate Cube into services primarily directed at children or intentionally transmit children's personal information without prior approval and an appropriate legal basis.

21. Changes

Neurvance may update this Privacy Policy as Cube, applicable law or Neurvance's processing practices change.

Where a new processing purpose requires additional consent, Neurvance will not treat an existing consent as automatically covering that materially different purpose.

22. Contact

Neurvance

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Denmark

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