

PRIVACY POLICY | CapexGPT LLC

Effective Date: January 3, 2026

Document Version: 1

1. Introduction

CapexGPT LLC ("CapexGPT," "we," "us," or "our") respects your privacy and is committed to protecting your personal information. This Privacy Policy describes how we collect, use, and share information when you use our website, applications, analysis methodologies, and services (collectively, the "Service").

Agreement: By accessing or using the Service, you agree to the collection and use of information in accordance with this policy.

Incorporation: This policy is incorporated into and subject to our Terms of Service.

Arbitration Notice: IMPORTANT: Disputes arising from this Privacy Policy are subject to the arbitration agreement and class action waiver in our Terms of Service Section 15.

2. Information We Collect

We collect information in three ways: (1) information you provide directly; (2) information collected automatically; and (3) information from third parties.

2.1 Information You Provide

Account Information: Name, email address, phone number, practice name, and business address when you register or purchase a Subscription.

Payment Information: We use third-party payment processors (e.g., Stripe) to handle payments. We do not store full credit card numbers on our servers.

User Content: Data you input for analysis, including equipment details (brand, model, age, condition), service history, repair quotes, and financial inputs.

Communications: Feedback, support tickets, and correspondence you send to us.

2.2 Information Collected Automatically

Usage Data: Pages visited, time spent on pages, clicks, feature usage, report access patterns, and service interaction data.

Device Data: IP address, browser type, operating system, and device identifiers.

Cookie Management: We use the following categories of cookies:

- (a) Essential (required for login/security);
- (b) Analytics (Google Analytics with IP anonymization); and
- (c) Functional (session persistence).

Opt-Out Options: You may configure your browser to reject cookies, though this may impair functionality. We honor Global Privacy Control (GPC) signals for California residents. For detailed cookie information, please visit capexgpt.com/cookie-policy.

2.3 A Strict Prohibition on Patient Data (PHI)

WE DO NOT COLLECT, STORE, OR PROCESS PROTECTED HEALTH INFORMATION (PHI) AS DEFINED UNDER HIPAA.

Purpose: The Service is designed strictly for equipment and financial operations analysis.

Warranty: You strictly represent and warrant that all data submitted to the Service relates solely to equipment, operations, and finances, and contains no patient records, names, dates of birth, or treatment histories.

Indemnification: You agree to defend and indemnify CapexGPT against any HIPAA violations arising from your misuse of the platform or submission of PHI. This indemnification is unlimited and covers all resulting damages, costs, and claims.

Enforcement: If we discover PHI in your account, we will delete it immediately and may suspend your access.

3. How We Use Your Information

We use your information for the following business purposes:

3.1 To Provide the Service

Generating Reports: Generating Capex Reports and CapexScore™ outputs.

Transactions: Processing transactions and managing subscriptions.

Security: Authenticating your identity and preventing fraud.

3.2 To Improve Our Methodology and Develop Advanced Products

Benchmarking & Analysis: We use User Content to create anonymized, aggregated industry benchmarks (e.g., "Average repair cost for X-ray sensors in practices with 3+ operatories"). These benchmarks enhance the accuracy of our CapexScore™ methodology and support our product development initiatives.

Methodology Development: We use equipment data (in de-identified, aggregated form, subject to confidentiality protections described in Section 4.1) to develop, test, validate, and improve scoring algorithms, benchmarks, statistical models, and AI-augmented methodology. This includes both current analytical tools and future AI-powered products we may offer.

Confidentiality: Data used for methodology development is maintained confidentially and is not disclosed to third parties except as described in Section 4 (How We Share Information).

Proprietary Assets: Methodology improvements, algorithmic insights, and benchmarks derived from Aggregated Data become our proprietary assets and may be incorporated into products available to all customers.

Perpetual License: By using the Service, you grant us the right to use your equipment data (in de-identified, aggregated form) to improve our methodology in perpetuity.

Methodology Development Scope: Our methodology development may include:

- (a) improving accuracy of equipment lifecycle predictions;
- (b) developing automated analysis capabilities;
- (c) building proprietary dental equipment intelligence models; and
- (d) creating industry-specific analytical tools.

Your Competitive Data Remains Protected: While we use your equipment data to improve our methodology, we do not use your identifiable practice data to generate recommendations for competing practices. Each CapexScore™ analysis is based on your unique inputs combined with aggregate industry benchmarks. Your specific repair costs, vendor relationships, and operational metrics remain confidential per Section 4.1.

3.3 Communication & Marketing

Transactional: We send invoices, password resets, and security alerts. You cannot opt out of these.

Marketing: We may send promotional emails. You may opt out via the one-click "Unsubscribe" link in any email. We honor unsubscribe requests within 10 business days. We do not send unsolicited SMS messages without prior express written consent.

4. How We Share Information

We do not sell your personal information. We share data only as follows:

4.1 Service Providers and Subprocessors

We engage third-party vendors bound by written confidentiality agreements to support our operations. All vendors are contractually required to maintain confidentiality and use data solely to provide services to us.

Cloud Infrastructure: Namecheap (secure data hosting and storage).

Payment Processing: Stripe (PCI DSS compliant; we never store full card numbers).

Email Services: Transactional and marketing email delivery.

Analytics: Google Analytics (IP anonymization enabled).

Professional Tools: Third-party software and data services supporting our internal analysis processes and product development initiatives.

Complete List and Change Notice: A current list of subprocessors is available at capexgpt.com/subprocessors and is incorporated into this Privacy Policy by reference. We will provide thirty (30) days' advance written notice via email to active subscribers before engaging any new subprocessor that will process User Content.

- If you object to a new subprocessor, you may terminate your Subscription before the engagement date.
- If you terminate due to objection, you will not be charged for subsequent billing cycles.
- You are not entitled to a refund for the current billing cycle unless required by law.

4.2 Legal Compliance & Protection

We disclose information when required by valid legal process (subpoena, court order, warrant) or when necessary to: (a) comply with applicable law; (b) enforce our Terms of Service; (c) protect the rights, property, or safety of CapexGPT, our users, or the public; or (d) detect, prevent, or address fraud or security issues.

4.3 Business Transfers

In the event of a merger, acquisition, financing, bankruptcy, or sale of assets, your information may be transferred or acquired by a successor entity.

Notice: We will provide notice via email and website posting before any such transfer that subjects your data to a materially different privacy policy.

Objection: If you object to the transfer of your personal information, you may terminate your account prior to the transfer effective date, and your data will be deleted per our standard retention schedule.

5. Analysis Methodology and Technology Development

5.1 Current Service Delivery

CapexGPT delivers equipment replacement recommendations through our proprietary CapexScore™ methodology, incorporating:

- (a) Equipment data you provide (age, condition, utilization, service history);
- (b) Aggregated industry repair cost benchmarks from our proprietary database;
- (c) Financial modeling of repair vs. replacement scenarios; and
- (d) Equipment lifecycle and depreciation analytics.

5.2 Technology-Assisted Analysis

We use advanced analytical tools, including machine learning algorithms and data processing systems, to develop and refine our proprietary methodology. Your Report is generated using deterministic scoring algorithms; the underlying methodology is developed and continuously refined using AI-augmented analysis. These technologies support our ongoing development of AI-driven analysis capabilities.

Current Service: Capex Reports are generated using proprietary scoring algorithms, with human expert review before delivery. Our recommendations constitute professional opinion and decision support.

Future Capabilities: We are actively developing AI-powered tools that may include automated analysis, instant scoring, and self-service features. When these capabilities launch, we will provide at least 30 days' advance notice via email to subscribers, and we will update our service offerings accordingly.

5.3 Data Sources

Our methodology incorporates de-identified equipment data from client engagements, third-party datasets (pricing/benchmarks), and proprietary research. All external data sources are vetted for accuracy and legal compliance.

5.4 Professional Judgment and Liability

You retain full authority and responsibility for all business decisions. CapexGPT is not liable for outcomes resulting from your reliance on our recommendations. See Terms of Service Section 12 for complete limitation of liability terms.

5.5 Methodology Transparency

Upon request, we can provide general information about factors influencing a CapexScore™ result, subject to protection of our proprietary methodology.

6. Data Retention

6.1 Retention Schedule

Account Data: Retained during active subscription plus 90 days post-cancellation, then permanently deleted.

Payment Records: Retained 7 years post-transaction for tax/audit compliance, then purged.

CapexScore™ Reports: Archived for the duration of the subscription plus up to 24 months for longitudinal analysis and methodology validation.

System Logs: 18-month rolling retention.

De-identified Equipment Data (Perpetual License): You grant CapexGPT an irrevocable, perpetual, royalty-free, worldwide license to retain and use de-identified equipment data for:

- (a) Benchmarking and industry analysis;
- (b) Methodology improvement and AI-augmented analysis;
- (c) Product development and improvement;
- (d) Research and methodology validation; and
- (e) Any other business purposes.

De-identification Standard: This data undergoes statistical anonymization techniques including data aggregation, attribute generalization, and removal of

unique identifiers. We apply a minimum cohort size of fifty (50) entities for aggregated reporting unless otherwise statistically validated to preserve anonymity. CapexGPT retains sole discretion to determine appropriate anonymization methods using industry-accepted statistical practices, provided such methods comply with applicable privacy laws (including CCPA §1798.140(v)(2)). While we implement industry-standard de-identification methods, we cannot guarantee absolute anonymity against all theoretical attacks.

Legal Effect: Once de-identified, this data is no longer "your personal information" and we own it as a proprietary business asset.

6.2 Deletion Process

Upon retention period expiration or a valid deletion request, we permanently delete data from production systems within thirty (30) days and from backup systems within an additional ninety (90) days (120 days total from deletion initiation), unless subject to a legal hold, regulatory investigation, or ongoing legal obligation.

Exceptions: You acknowledge that:

- (a) de-identified data incorporated into Aggregated Data per Section 6.1 is retained perpetually and is exempt from deletion requests; and
- (b) methodology improvements derived from Aggregated Data will persist in our systems indefinitely per our Terms of Service Section 6.7.

7. Security Measures

7.1 Safeguards

We implement industry-standard security controls including:

Technical: Encryption in transit (TLS 1.3+) and at rest (AES-256); Multi-factor authentication (MFA) availability; Automated vulnerability scanning.

Administrative: Employee security training; Background checks for personnel with data access; Vendor security assessments.

Physical: Data hosted in SOC 2 Type II certified facilities (our hosting provider).

7.2 Breach Notification

In the event of a data breach affecting your personal information, we will notify you within 72 hours via email and post notice on our website.

7.3 Limitation

No internet transmission is 100% secure. While we maintain commercially reasonable safeguards, we cannot guarantee absolute security. Any claims arising from alleged privacy violations or data security incidents are subject to the limitation of liability provisions in Section 12 of our Terms of Service (cap of greater of 6 months' fees or \$500).

7A. Data Storage and International Transfer

Location: All data is processed and stored on servers located in the United States.

Transfer: By using the Service, you consent to the transfer of your information to the United States.

Adequacy Mechanisms: For EEA/UK/Swiss users, transfers are governed by EU Standard Contractual Clauses, UK IDTA, or Swiss-U.S. frameworks as applicable.

8. State-Specific Privacy Rights

8.1 California Residents (CCPA/CPRA)

Rights: You may request disclosure of information collected (Right to Know) and deletion of personal information (Right to Delete).

Deletion Limitations: Once your data is de-identified and used to improve our methodology or create benchmarks, it is exempt from deletion requests.

Opt-Out: We do not "sell" or "share" personal information for cross-context behavioral advertising.

Exercise Rights: Email privacy@capexgpt.com with the subject line "CCPA Request."

8.2 Other State Residents

VA/CO/CT/UT: Residents have rights to confirm processing, access, correct, and delete data. Appeals may be sent to privacy@capexgpt.com.

Other States: Contact us for state-specific guidance if your state has enacted consumer privacy legislation.

9. Children's Privacy

The Service is strictly for business professionals. We do not knowingly collect data from children under 18.

10. Updates to This Policy

We may update this Privacy Policy from time to time. If we make material changes, we will notify you by email or through the Service.

11. Accessibility & Contact

- **Accessibility:** If you require this policy in an alternative format, please contact privacy@capexgpt.com.

CapexGPT LLC 30 N Gould St Ste N, Sheridan, WY 82801 info@capexgpt.com | capexgpt.com

© 2026 CapexGPT LLC | **Effective Date:** January 3, 2026 | **Document Version:** 1