NAVIO

Terms of Service

Navio LLC · naviopro.ai
Effective date: 27 October 2026 · Last updated: 27 October 2026
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Please read these Terms carefully. They include, for users in the United States, an **agreement to resolve disputes by individual binding arbitration and a waiver of class actions** (Section B9), which you may opt out of within 30 days. They also limit our liability (Section A13). Nothing in these Terms limits any rights you have as a consumer that cannot be limited by law.

Summary (not a substitute for the Terms): Navio is an AI career-guidance tool. Its output is guidance, not a guarantee of any job, admission or result, and not professional advice. You own your content; we use it only to provide the Services and never to train AI models. Subscriptions renew until you cancel, and you can cancel online at any time. Refunds are set out in our Refund Policy; EU/UK consumers also have a 14-day withdrawal right as described in Section B4.

How these Terms are organised

Part	Applies to
Part A — General Terms	Everyone who uses the Services.
Part B — Consumer Terms	Individuals who create a personal Navio account and, where applicable, buy a subscription or tokens (B2C).
Part C — Institutional Terms	Universities, colleges, schools, bootcamps, employers, partner networks and other organisations that purchase the Services for their students, staff or members (“Institutions”) (B2B).
Schedule 1 — Data Processing Addendum	Institutions; forms part of Part C.

If you are a student or staff member using Navio provided by an Institution, Part A applies to your use and your Institution’s agreement with Navio governs payment and data; Part B does not apply to you unless you also create a separate personal account.

PART A — GENERAL TERMS

A1. The agreement

A1.1 These Terms of Service ("**Terms**") are a binding agreement between you and **Navio LLC**, a Wyoming limited liability company, 30 N Gould St, Ste R, Sheridan, WY 82801, USA ("**Navio**", "**we**", "**us**"). They govern your access to and use of the website naviopro.ai, the Navio applications, AI career-guidance tools, advisor and administrator tools, APIs, white-labelled instances and related services (the "**Services**").

A1.2 By creating an account, clicking "I agree", or using the Services, you accept these Terms and our Privacy Policy. If you accept on behalf of an organisation, you confirm you have authority to bind it, and "you" includes that organisation.

A1.3 **Order of precedence.** If there is a conflict: (a) a signed order form, master agreement or data processing agreement with an Institution prevails over Part C and Schedule 1 to the extent expressly stated; (b) Part B or Part C prevails over Part A for its subject matter; (c) Schedule 1 prevails over everything else on the processing of personal data; and (d) the Navio Refund Policy (naviopro.ai/refunds), which forms part of these Terms, prevails over Part B on refunds, cancellations and withdrawals, but never reduces rights given by Part B or by law.

A2. Definitions

- "**Account**" — a registered user account for the Services.
- "**Authorised User**" — a student, learner, advisor, administrator or other individual whom an Institution permits to use its instance of the Services.
- "**Content**" or "**User Content**" — data, text, files (including CVs), audio, prompts and other material that you or an Institution submit to the Services.
- "**Output**" — content generated by the Services in response to User Content, including AI-generated recommendations, feedback and documents.
- "**Tokens**" — prepaid units that can be used to access certain metered features of the Services.
- "**Consumer**" — an individual acting for purposes outside their trade, business, craft or profession.

A3. Eligibility and age

A3.1 You must be at least **13 years old** to create a personal Account. If you are under 18 (or under the age of digital consent in your country), you may create a personal Account only with the verified consent of your parent or legal guardian, who agrees to these Terms on your behalf and is responsible for your use and for any purchases.

A3.2 Children under 13 may use the Services only through an Institution that has authorised the use for educational purposes and obtained any consent required by law.

A3.3 You may not use the Services if you are barred from doing so under applicable law, including if you are located in, or ordinarily resident in, a country or region subject to comprehensive US, UK or EU sanctions, or are on a government restricted-party list.

A4. Accounts and security

A4.1 Provide accurate information and keep it up to date. Keep your password confidential, enable multi-factor authentication where offered, and tell us promptly at support@naviopro.ai if you suspect unauthorised use. You are responsible for activity under your Account unless caused by our failure to take reasonable security measures.

A4.2 Accounts are personal. Do not share log-in credentials or allow others to use your Account. Institution administrators are responsible for managing their Authorised Users' access.

A5. The Services and AI features

A5.1 **What Navio provides.** Navio provides AI-assisted career guidance, including career exploration, assessments, skills-gap analysis, CV review and building, interview practice, job and scholarship discovery, coaching modules, simulations, and tools for advisors and Institutions. Features may vary by plan, Institution and country.

A5.2 **You are interacting with AI.** Many features are powered by artificial intelligence, including third-party large language models. AI-generated Output is labelled in the product.

A5.3 **Guidance, not decisions or guarantees.** Output is informational guidance to help you and your advisors think through options. **It is not a guarantee of admission, employment, interviews, salary, scholarships, immigration status or any other outcome, and it is not legal, financial, tax, immigration, medical, psychological or other professional advice.** You remain responsible for your own decisions, applications and documents.

A5.4 **Accuracy.** AI can produce Output that is inaccurate, incomplete, outdated, biased or that appears confident but is wrong. Job listings, scholarships, deadlines, salaries and requirements may come from third parties and change without notice. Check important information with the original source before relying on it, and review any CV or document before you send it.

A5.5 **Human control.** You can edit, override or ignore any recommendation. Navio does not make decisions with legal or similarly significant effects about you based solely on automated processing. If you are concerned about an Output, you can request human review by contacting your advisor (Institutional use) or support@naviopro.ai (Consumer use).

A5.6 **Similar Output.** Because of the nature of AI, Output given to you may be similar to Output given to others. Output does not reflect Navio's views.

A5.7 **Wellbeing.** Navio is not a crisis or mental-health service. If you are in distress or at risk, please contact local emergency services or a qualified professional. Our AI tools are designed to point users to appropriate support resources when sensitive topics arise.

A5.8 **Changes and availability.** We continually improve the Services and may add, change or remove features. We will not materially reduce the core functionality of a paid plan during a paid period without notice and, where you are adversely affected, a pro-rata refund or the right to terminate. We aim for high availability but do not promise that the Services will be uninterrupted or error-free; planned maintenance will be announced where practicable. Institutional service levels, if any, are set out in the order form.

A6. Acceptable use

You must not, and must not help anyone else to:

- break the law, infringe others' rights, or upload Content you have no right to share (including other people's personal data without a lawful basis);
- submit false, misleading or fraudulent information, impersonate anyone, or create documents intended to deceive an employer, institution or authority (for example, fabricated qualifications, references or work history);
- harass, threaten, bully, defame or discriminate against anyone, or generate hateful, sexually explicit, violent or otherwise harmful content;
- use the Services to make, or as the sole basis for, decisions about other people's admission, grades, employment, credit, housing or access to services;

- attempt to extract system prompts, model weights or training data, “jailbreak” safety controls, or use Output to develop competing AI models or services;
- scrape, crawl, or use bots or automated means to access the Services except through APIs we provide; or exceed rate limits;
- reverse engineer, decompile or disassemble the Services except where the law expressly permits this despite this restriction;
- probe, scan or test vulnerabilities, or circumvent security or authentication (security researchers: please contact legal@naviopro.ai for our responsible-disclosure process);
- upload malware or interfere with the integrity or performance of the Services;
- resell, sublicense, or provide the Services to third parties except as expressly permitted in an Institutional agreement; or
- submit Sensitive Data (as defined in our Privacy Policy) about other people, or government ID numbers or financial account details about anyone.

We may remove Content or restrict features that we reasonably believe breach this Section, and will act proportionately and tell you why unless the law or safety prevents it.

A7. Your Content and Output

A7.1 **Ownership.** As between you and Navio, you (or your Institution) retain all rights in your User Content. Subject to these Terms and the law, **you own the Output generated for you** and may use it for any lawful purpose, including in job applications. Navio does not claim ownership of your CV or documents.

A7.2 **Licence to operate the Services.** You grant Navio a worldwide, non-exclusive, royalty-free licence, for the duration that the Content is stored by us, to host, store, copy, process, transmit, display and adapt your User Content **only as necessary to provide, secure and support the Services for you** (and, in Institutional use, for your Institution), including by passing it to our sub-processors under our Privacy Policy. This licence ends when the Content is deleted, except for copies we must keep by law or which remain in backups until they are overwritten.

A7.3 **No training. We do not use your User Content or Output to train, fine-tune or improve AI models**, and our AI providers are contractually prohibited from doing so. We may use aggregated and de-identified statistics that do not identify you or your Institution as described in our Privacy Policy.

A7.4 **Your responsibility.** You are responsible for your User Content and confirm you have the rights and permissions needed to submit it. Do not include other people’s personal data in Content unless you are entitled to do so (for example, a referee’s contact details with their permission).

A7.5 **Feedback.** If you send us suggestions or feedback about the Services, we may use them without obligation to you, provided we do not identify you publicly without your permission.

A8. Navio’s intellectual property

The Services, including software, models we develop, prompts, content libraries, simulations, designs, trademarks and documentation, are owned by Navio or its licensors and protected by intellectual property laws. Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, revocable licence to use the Services for your personal (or, for Institutions, internal educational or organisational) purposes. No other rights are granted. “Navio” and our logos may not be used without our written permission.

A9. Third-party services and content

The Services may display or link to third-party job boards, scholarship providers, employers, learning resources, single sign-on and integrations. We do not control and are not responsible for them, their availability, accuracy, or how they handle your data; your use of them is subject to their terms. A listing in

Navio is not an endorsement. If you use an integration, you authorise us to exchange data with it as you configure.

A10. Privacy

Our Privacy Policy explains how we process personal data and forms part of these Terms. For Institutional use, our processing on behalf of the Institution is governed by Schedule 1 (Data Processing Addendum) or the Institution's signed data processing agreement.

A11. Suspension and termination

A11.1 You may stop using the Services and delete your Account at any time in settings. Cancellation of paid plans is covered in Part B.

A11.2 We may suspend or terminate your access, in a manner proportionate to the issue, if: you materially or repeatedly breach these Terms; your use creates a security, legal or safety risk; required by law or a public authority; or (for Institutional users) your Institution's subscription ends or it withdraws your access. Where reasonable, we will give advance notice and an opportunity to remedy; for serious breaches or legal requirements we may act immediately. If we terminate a paid Consumer plan without cause, or for reasons not attributable to you, we will refund prepaid unused fees and unused Tokens.

A11.3 On termination, your right to use the Services ends. You can export your data before deletion; we delete it as described in the Privacy Policy. Sections that by their nature should survive (including A7.4, A8, A12–A19, B9 and Part C confidentiality, payment and liability terms) survive.

A12. Disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT AS EXPRESSLY STATED IN THESE TERMS, THE SERVICES AND OUTPUT ARE PROVIDED "AS IS" AND "AS AVAILABLE". NAVIO DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ACCURACY, AND ANY WARRANTY THAT THE SERVICES OR OUTPUT WILL RESULT IN ANY PARTICULAR EDUCATIONAL, CAREER OR FINANCIAL OUTCOME.

Consumers in the UK, EEA and other countries with mandatory consumer laws: this Section does not affect your statutory rights, including your right to digital content and services that are of satisfactory quality, fit for purpose, as described, and supplied with reasonable care and skill (for example, under the UK Consumer Rights Act 2015 and the EU Digital Content Directive as implemented in your country).

A13. Limitation of liability

A13.1 **Nothing in these Terms excludes or limits liability** for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, gross negligence or wilful misconduct, or any other liability that cannot be excluded or limited by law. For Consumers in the UK and EEA, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our failure to use reasonable care and skill; we are not responsible for loss that was not foreseeable, and we are not liable for business losses, as the Services are provided for personal use.

A13.2 SUBJECT TO A13.1, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW: (A) NAVIO WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, EARNINGS, EMPLOYMENT OR EDUCATIONAL OPPORTUNITY, GOODWILL OR DATA (EXCEPT AS CAUSED BY OUR BREACH OF OUR DATA-SECURITY OBLIGATIONS), ARISING OUT OF OR RELATING TO THE SERVICES OR OUTPUT; AND (B) NAVIO'S TOTAL AGGREGATE LIABILITY TO A USER UNDER PARTS A AND B WILL NOT EXCEED THE GREATER OF (I) THE AMOUNTS YOU PAID TO NAVIO FOR THE SERVICES IN THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM AND (II) USD 100 (OR THE EQUIVALENT IN YOUR LOCAL CURRENCY).

A13.3 Liability of Navio to Institutions is governed by Section C11.

A14. Indemnity

If you use the Services for business or professional purposes, you will defend and indemnify Navio, its affiliates, officers and employees against third-party claims, losses and reasonable costs arising from your User Content, your breach of these Terms, or your violation of law or third-party rights. This Section does not apply to Consumers in the UK or EEA, and for other Consumers applies only to the extent permitted by law.

A15. Changes to these Terms

We may update these Terms to reflect changes in the Services, our business or the law. We will give at least 30 days' notice of material changes by email or in-product (shorter notice may apply where changes are required by law or for security). If you do not agree, you may cancel before the change takes effect and, for paid plans, receive a pro-rata refund of prepaid fees for the remaining period. Continued use after the effective date means you accept the updated Terms. Changes to dispute-resolution terms will not apply to disputes already notified to us. Changes to Institutional agreements require a signed amendment unless the order form says otherwise.

A16. Governing law and venue

A16.1 These Terms and any non-contractual obligations arising from them are governed by the laws of the **State of Wyoming, USA**, without regard to conflict-of-law rules, and, to the extent applicable, US federal law. The UN Convention on Contracts for the International Sale of Goods does not apply.

A16.2 **Consumers outside the US:** if you are a Consumer habitually resident in the UK, the EEA, Switzerland or another country whose law gives you that right, you keep the protection of the mandatory provisions of the law of your country of residence, and you may bring proceedings in the courts of your country of residence (Section B10).

A16.3 **US users:** disputes are resolved under the Arbitration Agreement in Section B9 (Consumers). Subject to that, and for claims not subject to arbitration, the parties submit to the exclusive jurisdiction of the state and federal courts located in the State of Wyoming.

A17. Export controls and sanctions

You will comply with US, UK, EU and other applicable export-control and sanctions laws in using the Services and will not use them for any prohibited end use.

A18. Notices and electronic communications

We may send notices to the email associated with your Account or through the Services. You consent to receiving communications electronically, which satisfy any legal requirement that communications be in writing. Legal notices to Navio must be sent to legal@naviopro.ai with a copy to Navio LLC, Attn: Legal, 30 N Gould St, Ste R, Sheridan, WY 82801, USA.

A19. General

- **Entire agreement.** These Terms (with the Privacy Policy and, for Institutions, any order form and Schedule 1) are the entire agreement about their subject matter.
- **Assignment.** You may not assign these Terms without our consent. We may assign them in connection with a merger, acquisition, reorganisation or sale of assets, provided your rights are not reduced; Institutions will be notified.
- **Force majeure.** Neither party is liable for delay or failure caused by events beyond its reasonable control (excluding payment obligations), provided it uses reasonable efforts to mitigate.
- **Severability and waiver.** If any provision is unenforceable, it will be limited to the minimum extent necessary and the rest remains in effect. Failure to enforce is not a waiver.

- **Independent parties; no third-party beneficiaries,** except that Navio's affiliates and licensors may rely on A8, A12 and A13.
- **Language.** These Terms are drafted in English. Translations are for convenience; the English version prevails to the extent permitted by law.
- **Copyright complaints.** If you believe Content on the Services infringes your copyright, send a notice to our designated agent at legal@naviopro.ai with the information required by 17 U.S.C. §512(c)(3); we will respond and, where appropriate, terminate repeat infringers.

PART B — CONSUMER TERMS (B2C)

B1. Plans

B1.1 Navio offers a free plan with limited features and paid options: **subscriptions** that give access to features for a recurring period (for example, monthly or annually) and **Tokens** that can be used for metered features (for example, additional AI interview sessions, simulations or CV reviews). Current features, prices and token costs per feature are shown on our pricing page and at checkout before you pay.

B1.2 Before you buy, we will show you: the total price including taxes (or how taxes are calculated), the billing frequency, the renewal terms, how to cancel, and any minimum term. You will be asked to confirm your order using a button clearly labelled with an obligation to pay (for example, “Subscribe and pay”). We will send a confirmation email including these Terms.

B2. Prices, taxes and payment

B2.1 Prices are charged in US dollars unless another currency is displayed at checkout. For Consumers in the UK and EEA, displayed prices include VAT. Elsewhere, any sales tax, VAT or GST we must collect is shown before you pay.

B2.2 Payments are processed by our payment provider. You authorise us and our payment provider to charge your chosen payment method for the plan you select and, for subscriptions, for each renewal until you cancel. If a payment fails, we may retry it and may pause paid features until payment succeeds; we will notify you.

B2.3 **Price changes.** We may change subscription prices for future periods by giving at least 30 days’ notice before the change applies to you. If you do not agree, you may cancel before the new price takes effect. Price changes never apply retroactively to a period you have already paid for.

B3. Subscriptions, automatic renewal and cancellation

> **Automatic renewal.** Your subscription renews automatically at the end of each billing period for the same period, at the then-current price, and your payment method will be charged, **unless you cancel before the renewal date**. You can cancel at any time in Account Settings → Billing → Cancel subscription, online, in a few clicks, or by emailing support@naviopro.ai.

B3.1 **Cancellation.** If you cancel, your subscription remains active until the end of the paid period and will not renew. Except as stated in B4 and B5, cancellation does not trigger a refund for the current period.

B3.2 **Reminders.** For annual subscriptions, and for subscriptions starting after a free or discounted trial, we will send a reminder 15 to 30 days before renewal stating the renewal date, the amount and how to cancel. All subscribers also receive, at least once a year, a reminder of their subscription terms and how to cancel. We will also send any additional reminders required by the law of your place of residence (including, as they come into force, the UK subscription-contract rules under the Digital Markets, Competition and Consumers Act 2024).

B3.3 **Free trials.** If we offer a free trial, we will tell you its length, the price that will apply after it ends, and how to cancel. If you do not cancel before the trial ends, your paid subscription will begin and you will be charged.

B3.4 **US state auto-renewal laws.** For residents of California, New York, Colorado and other states with automatic-renewal laws, we obtain your affirmative consent to the auto-renewal terms, provide an acknowledgment of those terms and a cost-effective, timely and easy-to-use online cancellation mechanism, and provide the notices those laws require.

B4. Right of withdrawal (EU, EEA, UK and Swiss Consumers)

B4.1 If you are a Consumer in the EU, EEA, UK or Switzerland, you have the right to withdraw from each new paid subscription or Token purchase within **14 days** of the day the contract is concluded, without giving a reason. This right applies to every new purchase, even if you have used the Refund Policy's 14-day guarantee before.

B4.2 **Immediate access.** Navio's paid features are digital services and digital content supplied immediately. At checkout you can ask us to start providing them during the withdrawal period. If you do so, and acknowledge that:

- for **subscriptions** (a digital service): if you withdraw, you will pay an amount proportionate to the service provided until you told us of your withdrawal — measured by the share of the billing period that has passed or, where the plan includes a usage or Token allowance, the share of that allowance you used, whichever is greater — and we will refund the rest; and
- for **Tokens** (digital content/services consumed on use): you lose your right of withdrawal for Tokens once they have been used. If you withdraw within the 14 days, we refund the price of the pack minus the value of the Tokens already used (the pack price divided by the number of Tokens in the pack, multiplied by the Tokens used).

If you do not ask us to start immediately, paid features become available after the 14-day withdrawal period ends.

B4.3 **How to withdraw.** Use the "Withdraw from contract" function in Account Settings → Billing, or send a clear statement (for example, by email to support@naviopro.ai) or the model form below before the 14-day period expires. We will confirm receipt without delay and refund all amounts due within 14 days of receiving your notice, using the same payment method unless you agree otherwise, without any fee.

> **Model withdrawal form** (complete and return only if you wish to withdraw)
>
> To: Navio LLC, 30 N Gould St, Ste R, Sheridan, WY 82801, USA · support@naviopro.ai
>
> I/We hereby give notice that I/We withdraw from my/our contract for the supply of the following digital service/content: _____
>
> Ordered on: _____ · Name of consumer(s): _____ · Account email: _____
>
> Signature (only if this form is notified on paper): _____ · Date: _____

B5. Refunds

B5.1 Refunds are governed by our **Refund Policy** (naviopro.ai/refunds), which forms part of these Terms. In summary, and in addition to your withdrawal rights in B4, we will refund you if: (a) you request a refund of your first paid subscription within 14 days (one-time guarantee, less the value of any used Token allowance included in the plan); (b) you request a refund of a Token pack within 14 days of purchase (less the value of Tokens used); (c) you request a refund of an annual renewal within 14 days of renewal (pro rata); (d) the Services are not as described or not supplied with reasonable care and skill and we cannot fix the problem within a reasonable time; (e) we terminate your plan without cause, discontinue the Services or materially reduce paid features (pro-rata refund plus unused Tokens); (f) you were charged in error; or (g) refunds are otherwise required by law. Otherwise, fees for a started period and Tokens already used are non-refundable.

B5.2 To request a refund, email support@naviopro.ai with the subject "Refund request" from your account email (or, for a minor's account, the paying parent's email). Approved refunds are returned to the original payment method within 14 days. Chargebacks: please contact us first so we can resolve the issue; we may suspend paid features while a chargeback is investigated, but we will not delete your data because of it.

B6. Tokens

- Tokens are a prepaid licence to use certain features. They have **no cash value**, are not currency, e-money or a security, cannot be exchanged for money (except as refunds required by these Terms or by law), and cannot be transferred, sold or gifted.
- The number of Tokens each feature uses is displayed before you use it. We will not increase the token cost of a feature for Tokens you have already bought by more than is necessary to reflect a material change in the feature, and you may request a refund of unused Tokens if you disagree with such a change.
- Purchased Tokens are valid for **12 months** from purchase (or longer where the law requires). Bonus or promotional Tokens may have shorter validity, stated when granted.
- Unused purchased Tokens are refundable on request within 14 days of purchase (Consumers in Kazakhstan: at any time while the Tokens are valid), and are refunded automatically if we close your Account without cause or discontinue the Services. Tokens already used are not refundable. Tokens are forfeited if your Account is terminated for a serious breach of these Terms, except where the law requires a refund.

B7. Minors and parents

If you are a parent or guardian consenting for a user aged 13–17, you agree to these Terms on the minor's behalf, are responsible for supervising the minor's use, and are the only person who may make purchases or request refunds. Navio applies high-privacy settings to minors' Accounts. You can review, correct or delete your child's data and withdraw consent at any time in the family settings or by contacting privacy@naviopro.ai.

B8. Your statutory rights

Nothing in these Terms affects your statutory rights as a consumer. If digital content or a digital service we supply is faulty, you may be entitled to a repair or replacement, a price reduction or a refund under the law of your country. Consumers in Kazakhstan may refuse the Services at any time and receive back the amount paid minus the value of the Services already provided (the elapsed part of the billing period and any Tokens used).

B9. Arbitration Agreement and Class Action Waiver (US Consumers)

> **This Section applies only if you reside in the United States.** It affects how disputes are resolved. Please read it carefully.

B9.1 **Informal resolution first.** Before starting arbitration or a lawsuit, you and Navio agree to try to resolve any dispute informally for at least 45 days. You must send a written notice describing your claim, your name, account email and the relief sought to legal@naviopro.ai; Navio will send notices to your account email. Limitation periods are paused during this process.

B9.2 **Agreement to arbitrate.** Any dispute, claim or controversy between you and Navio arising out of or relating to these Terms or the Services ("**Dispute**") will be resolved by **final and binding individual arbitration**, except that either party may (a) bring an individual claim in small-claims court if it qualifies, and (b) seek injunctive relief in court for infringement or misuse of intellectual property. The arbitrator, and not a court, decides questions of arbitrability, except that a court decides disputes about the Class Action Waiver and the mass-arbitration provisions below. The Federal Arbitration Act governs this Section.

B9.3 **Rules and location.** Arbitration will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (and, where applicable, its Mass Arbitration Supplementary Rules), before a single arbitrator. Hearings will take place by video conference or in the county where you live,

unless both parties agree otherwise. For claims under USD 10,000, you may choose arbitration on documents only.

B9.4 **Costs.** Navio will pay all AAA filing, administration and arbitrator fees for claims up to USD 25,000 that are not frivolous, and will not seek its attorneys' fees from you unless the arbitrator finds your claim frivolous. You keep any right to attorneys' fees provided by law.

B9.5 **Class Action Waiver. You and Navio may bring claims against each other only in an individual capacity, and not as a plaintiff or class member in any purported class, collective, consolidated or representative proceeding.** The arbitrator may award relief only to the individual party and only to the extent needed for that party's individual claim. If this waiver is found unenforceable as to a claim, that claim (and only that claim) will be severed and heard in court, after the arbitration of any other claims.

B9.6 **Mass filings.** If 25 or more similar Disputes are filed by or with the help of the same counsel or coordinated parties, they will be administered in batches under the AAA Mass Arbitration Supplementary Rules, and statutes of limitation will be tolled for later batches.

B9.7 **30-day right to opt out.** You may opt out of this Arbitration Agreement by emailing legal@naviopro.ai with the subject "Arbitration Opt-Out", your name and account email, **within 30 days** of first accepting these Terms. Opting out does not affect any other part of these Terms.

B9.8 **Public injunctive relief** under California or other law that cannot be waived may be sought in court after the individual arbitration concludes.

B10. Disputes for EU, EEA, UK and Swiss Consumers

Section B9 does not apply to you. You may bring a claim in the courts of your country of residence, and we may bring a claim against you only there. You may also refer a complaint to an alternative dispute resolution body in your country, where available. Please contact us first at support@naviopro.ai; we aim to resolve complaints within 14 days.

PART C — INSTITUTIONAL TERMS (B2B)

C1. Agreement and order forms

C1.1 Part C applies when an Institution ("**Customer**") purchases the Services under an order form, quote, statement of work or online sign-up (each an "**Order**") that references these Terms. Each Order, together with Parts A and C and Schedule 1, forms a separate agreement (the "**Agreement**"). A Customer may instead sign a master services agreement, which then prevails.

C1.2 Pre-printed terms on a Customer purchase order, vendor portal or invoice-processing system do not modify the Agreement, even if accepted electronically, unless signed by both parties as an amendment.

C2. Access, Authorised Users and white-label

C2.1 Navio grants Customer, during the subscription term, a non-exclusive, non-transferable right for its Authorised Users to access and use the Services within the scope (for example, number of enrolled students in scope, departments or campuses) stated in the Order.

C2.2 Where the Order includes white-label deployment, Customer grants Navio a limited licence to use Customer's names, logos and domain solely to brand Customer's instance. Customer is responsible for its domain configuration and branding materials.

C2.3 Customer is responsible for its Authorised Users' compliance with the Agreement, for managing access (including promptly removing users who leave), and for the security of its own systems, single sign-on and credentials.

C3. Customer responsibilities and permitted use

C3.1 **Lawful basis and notices.** Customer is the controller of Customer Personal Data (as defined in Schedule 1) and is responsible for: having a lawful basis for providing it to Navio and for the processing it instructs; giving Authorised Users all required privacy notices (Navio will provide template wording); obtaining any consents required by law, including parental or school consent for minors and COPPA school authorisation; and ensuring that its instructions comply with law.

C3.2 **Human oversight; prohibited uses.** Customer will use the Services as a decision-support tool with meaningful human oversight. Customer will **not** use the Services, or any Output, to:

- make decisions based solely on automated processing that produce legal or similarly significant effects on individuals, including admission, grading, progression, discipline, financial aid, scholarship awards, or hiring, promotion or termination decisions;
- evaluate learning outcomes or assign students to education levels in a way that would make Customer's use a "high-risk" use under Annex III of the EU AI Act, unless agreed in writing in an Order with the additional safeguards required;
- screen, rank or filter job applicants on behalf of an employer, or monitor or detect prohibited behaviour of students during tests;
- infer emotions of students or staff, or categorise individuals based on biometric data; or
- process Sensitive Data or government ID numbers beyond what the Services are designed for.

C3.3 **Data provided by Customer.** Customer is responsible for the accuracy, quality and legality of data it uploads or integrates (including roster exports), and will provide only data necessary for the agreed purposes.

C3.4 **Cooperation.** Customer will provide a named contact, the data export and configuration input described in the Order, and timely decisions needed for implementation. Navio is not responsible for delays caused by Customer's failure to do so.

C4. Fees and payment

C4.1 Fees are as set out in the Order (typically priced per enrolled student in scope for the subscription term). Unless the Order states otherwise, fees are invoiced annually in advance and due **30 days** from the invoice date, in the currency stated in the Order.

C4.2 Fees exclude taxes. Customer pays all applicable sales, use, VAT, GST and similar taxes (other than taxes on Navio's income) unless it provides a valid exemption certificate. If withholding is required by law, Customer will gross up payments so that Navio receives the full amount, unless the Order states otherwise.

C4.3 Overdue amounts may bear interest at the lesser of 1% per month or the maximum rate permitted by law (for public institutions, only as permitted by applicable prompt-payment law). After 30 days' written notice of non-payment, Navio may suspend the Services until payment, except for amounts disputed in good faith and in writing.

C4.4 If Customer's student numbers in scope exceed the Order quantity by more than 10% at an agreed measurement date, Navio may invoice the excess pro-rata at the Order price.

C4.5 **Pilots.** Where an Order describes a pilot or design-partner arrangement, its scope, success metrics, any fee waiver and conversion terms are as stated in the Order. If the agreed success metrics are not met, Customer has no obligation to renew.

C5. Term, renewal and termination

C5.1 Each Order has the term stated in it. Unless the Order states otherwise, it renews for successive 12-month terms unless either party gives at least 60 days' written notice before the end of the current term. Fee increases on renewal require at least 90 days' notice.

C5.2 Either party may terminate the Agreement on written notice if the other party materially breaches it and does not cure the breach within 30 days of notice, or becomes insolvent. If Customer terminates for Navio's uncured breach, Navio will refund prepaid fees for the remaining term.

C5.3 **Non-appropriation.** A public Customer that does not receive funding appropriation for a future fiscal period may terminate the affected Order at the end of the funded period on 60 days' notice, without penalty, provided it has paid for all Services received.

C5.4 **Effect of termination.** For 30 days after termination, Navio will allow Customer to export Customer Data in a standard machine-readable format (for example, CSV/JSON) at no extra cost. Navio will then delete Customer Data as described in Schedule 1, and certify deletion on request.

C6. Confidentiality

Each party will keep the other's non-public business, technical and financial information ("**Confidential Information**") confidential, use it only to perform the Agreement, and disclose it only to its personnel and advisers who need to know and are bound by similar obligations, using at least reasonable care. This does not apply to information that is public through no fault of the recipient, already known, independently developed, or rightfully received from a third party. Disclosure required by law (including public-records laws) is permitted after giving the other party prompt notice where lawful. Customer Personal Data is governed by Schedule 1. Obligations last for the term and five years afterwards (indefinitely for trade secrets and personal data).

C7. Data protection and student privacy

C7.1 Schedule 1 (Data Processing Addendum) forms part of the Agreement. Navio will process Customer Personal Data only to provide the Services and on Customer's documented instructions.

C7.2 **No training; no secondary use.** Navio will not use Customer Data to train or improve AI models, will not sell it, will not use it for advertising, and will not use it to market to Authorised Users. Navio may create aggregated, de-identified statistics that do not identify Customer or any individual.

C7.3 **FERPA and student-privacy laws.** For US Customers, Navio is designated a “school official” with a legitimate educational interest and is under Customer’s direct control regarding education records (34 C.F.R. §99.31(a)(1)). Navio will comply with FERPA, COPPA (as applicable), SOPIPA and similar state student-privacy laws, and will sign a state-specific data privacy agreement where reasonably requested.

C7.4 **Data residency.** Customer Data is hosted in the European Union (AWS Frankfurt) unless the Order specifies another region; where law requires in-country storage (for example, Kazakhstan), the Order will specify it.

C8. Security, compliance and service levels

C8.1 Navio will maintain the technical and organisational measures in Annex 2 of Schedule 1, will not materially reduce them during the term, and will make available its completed HECVAT, security summaries and, when available, third-party audit reports on request under confidentiality.

C8.2 Navio will use commercially reasonable efforts to make the Services available **99.5%** of each calendar month, excluding scheduled maintenance announced in advance and events beyond its reasonable control. If availability falls below this level, Customer’s exclusive remedy is a service credit as set out in the Order or, if none is stated, a credit of 5% of the monthly fee for each full 1% below target (up to 25%), on request within 30 days.

C8.3 Navio will comply with laws applicable to its provision of the Services, including the EU AI Act obligations applicable to it as provider of the AI features (including AI-interaction transparency), and will provide Customer with information reasonably needed for Customer’s own compliance (for example, DPIA input and AI system documentation).

C8.4 **Accessibility.** Navio designs the student-facing Services to conform to WCAG 2.1 Level AA, will provide an accessibility conformance report (VPAT) on request, and will use reasonable efforts to remediate reported material non-conformities.

C9. Warranties

C9.1 Navio warrants that during the subscription term (a) the Services will perform materially in accordance with the documentation, (b) it will not materially decrease the overall functionality of the Services, and (c) it will provide the Services with reasonable skill and care and in accordance with good industry practice. Customer’s remedy for breach of (a) or (b) is for Navio to correct the non-conformity within a reasonable time or, if it cannot, for Customer to terminate the affected Order and receive a refund of prepaid fees for the remaining term.

C9.2 Each party warrants that it has authority to enter into the Agreement. Except as stated in C9.1, Section A12 applies, and Customer acknowledges that AI Output may contain errors and requires human review (Section A5).

C10. Indemnities

C10.1 **By Navio.** Navio will defend Customer against any third-party claim that the Services, as provided by Navio, infringe that third party’s patent, copyright or trademark or misappropriate its trade secret, and will pay damages finally awarded or agreed in settlement. This does not apply to claims arising from Customer Data, Customer’s modifications, combinations with non-Navio items, or use in breach of the Agreement. If the Services are, or are likely to be, subject to such a claim, Navio may procure the right to continue use, modify them to be non-infringing, or terminate and refund prepaid fees for the remaining term.

C10.2 **By Customer.** To the extent permitted by the law applicable to Customer, Customer will defend Navio against third-party claims arising from Customer Data provided in breach of law or the Agreement, or Customer’s use of the Services in breach of Section C3.2. Where Customer is a public body that is prohibited by law from giving indemnities, this Section applies only to the extent permitted, and each party remains responsible for its own acts.

C10.3 **Procedure.** The indemnified party must promptly notify the indemnifying party, give it sole control of the defence and settlement (except that no settlement may impose an admission or obligation on the indemnified party without consent), and provide reasonable cooperation at the indemnifying party's cost.

C11. Limitation of liability (Institutions)

C11.1 EXCEPT FOR EXCLUDED CLAIMS, NEITHER PARTY WILL BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR LOSS OF PROFITS, REVENUE OR GOODWILL, EVEN IF ADVISED OF THEIR POSSIBILITY.

C11.2 EXCEPT FOR EXCLUDED CLAIMS AND THE DATA PROTECTION CAP, EACH PARTY'S TOTAL AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THE AGREEMENT WILL NOT EXCEED THE FEES PAID AND PAYABLE BY CUSTOMER UNDER THE AGREEMENT IN THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY (OR, FOR A PILOT WITH NO FEES, USD 10,000).

C11.3 DATA PROTECTION CAP: NAVIO'S TOTAL AGGREGATE LIABILITY FOR BREACH OF SCHEDULE 1 OR ITS SECURITY OBLIGATIONS, INCLUDING REASONABLE COSTS OF BREACH NOTIFICATION AND CREDIT MONITORING REQUIRED BY LAW, WILL NOT EXCEED TWO (2) TIMES THE AMOUNT IN C11.2.

C11.4 "**Excluded Claims**" means: liability that cannot be limited by law; fraud, gross negligence or wilful misconduct; Customer's payment obligations; and the indemnity obligations in C10.1.

C12. Public-sector provisions

Where Customer is a public institution: (a) nothing in the Agreement waives Customer's sovereign immunity or requires it to indemnify, arbitrate, or submit to a jurisdiction where its governing law prohibits this, and any such provision applies only to the extent permitted; (b) Navio acknowledges that the Agreement and related records may be subject to public-records laws, and will mark confidential information accordingly; and (c) if the law applicable to Customer mandatorily requires a particular governing law or venue, that law and venue apply instead of Section A16.

C13. Governing law (Institutions)

Section A16.1 applies, and disputes will be resolved in the state or federal courts located in the State of Wyoming, unless the Order specifies another governing law (for example, the laws of England and Wales for UK Customers, or the law of the Customer's EU Member State) and venue. The parties will first try to resolve any dispute through good-faith negotiation between senior representatives for 30 days. Either party may seek urgent injunctive relief in any competent court.

C14. Publicity and outcomes data

Navio may identify Customer as a customer (name and logo) only with Customer's prior written consent, which may be given in the Order. Case studies, testimonials and any publication of Customer-specific outcomes require Customer's prior written approval of the content. Design-partner Orders may include an agreed case-study obligation.

C15. Insurance

During the term, Navio will maintain commercially reasonable insurance, including technology errors and omissions and cyber liability coverage in commercially reasonable amounts, and will provide a certificate of insurance on request.

SCHEDULE 1 — DATA PROCESSING ADDENDUM (DPA)

This DPA forms part of the Agreement between Customer (as controller) and Navio LLC (as processor). It applies to the processing of personal data on Customer's behalf ("**Customer Personal Data**") and is intended to satisfy Article 28 of the EU GDPR and the UK GDPR, the US State Privacy Laws' requirements for service-provider/processor contracts (including Cal. Civ. Code §1798.100(d) and §1798.140(ag)), FERPA, COPPA and other Data Protection Laws. Terms such as "controller", "processor", "personal data", "processing" and "personal data breach" have the meanings in the GDPR.

1. Processing on instructions

1.1 Navio will process Customer Personal Data only on Customer's documented instructions, which are the Agreement, Customer's configuration of the Services and any further written instructions agreed by the parties, including for transfers to third countries, unless required by law to do otherwise (in which case Navio will inform Customer before processing, unless the law prohibits this). Navio will inform Customer if, in its opinion, an instruction infringes Data Protection Laws.

1.2 Navio will not: sell or share Customer Personal Data; retain, use or disclose it for any purpose other than the business purposes specified in the Agreement, including any commercial purpose other than providing the Services; retain, use or disclose it outside the direct business relationship with Customer; combine it with personal data received from other sources except as permitted by law to provide the Services; or use it to train or improve AI models. Navio certifies that it understands and will comply with these restrictions and will notify Customer if it can no longer meet its obligations under applicable US State Privacy Laws.

2. Confidentiality and personnel

Navio will ensure that persons authorised to process Customer Personal Data are bound by confidentiality, receive appropriate training, and access it only as needed to provide the Services. Navio personnel hold no standing access to Customer Personal Data; support access requires Customer's request or approval, is time-limited and logged.

3. Security

Navio will implement and maintain the technical and organisational measures in Annex 2 to ensure a level of security appropriate to the risk, as required by Article 32 GDPR.

4. Sub-processors

4.1 Customer gives general authorisation for Navio to engage the sub-processors listed in Annex 3. Navio will notify Customer at least **30 days** before adding or replacing a sub-processor (by email or through a subscription mechanism). Customer may object on reasonable data-protection grounds within that period; the parties will discuss in good faith, and if they cannot resolve the objection, Customer may terminate the affected Services and receive a pro-rata refund of prepaid fees.

4.2 Navio will impose on each sub-processor data-protection obligations no less protective than this DPA (including a prohibition on using Customer Personal Data for AI training) and remains liable for its sub-processors' performance.

5. Data subject requests and assistance

5.1 Navio will provide tools enabling Customer to access, export, correct, restrict and permanently delete Customer Personal Data, including programmatic deletion via the administrator console or API. If Navio receives a request from a data subject relating to Customer Personal Data, it will forward it to Customer

within 5 business days and will not respond except to direct the individual to Customer, unless Customer authorises it.

5.2 Taking into account the nature of processing, Navio will assist Customer with its obligations under Articles 32–36 GDPR, including by providing information for data protection impact assessments and prior consultations, and AI system documentation describing the Services' logic, data flows, safeguards and testing.

6. Personal data breaches

Navio will notify Customer without undue delay, and in any event within **48 hours**, after becoming aware of a personal data breach affecting Customer Personal Data. The notice will describe, as far as known, the nature of the breach, categories and approximate numbers of data subjects and records concerned, likely consequences, and measures taken or proposed, and will be updated as information becomes available. Navio will take reasonable steps to contain and remediate the breach, cooperate with Customer's investigation, and will not notify regulators or individuals about Customer Personal Data without Customer's approval unless required by law.

7. Deletion and return

On termination or expiry of the Agreement, Navio will, at Customer's choice, return Customer Personal Data (Section C5.4) and then delete it from production systems within 30 days, and from backups within a further 35 days, unless retention is required by law (in which case it will remain protected by this DPA). Navio will certify deletion in writing on request. During the term, Customer may delete individual records at any time; deletion from production is immediate and permanent.

8. Audits

Navio will make available to Customer all information reasonably necessary to demonstrate compliance with this DPA, including its completed HECVAT, security policies summaries and, when available, independent audit reports (for example, SOC 2 Type II or ISO/IEC 27001). If this information is insufficient, or a regulator requires it, Customer may conduct an audit (itself or through an independent auditor bound by confidentiality) no more than once per year, on at least 30 days' notice, during business hours, at Customer's cost, and in a manner that does not disrupt Navio's operations or compromise other customers' data.

9. International transfers

9.1 Customer Personal Data is hosted in the EU (AWS Frankfurt) or the region specified in the Order. Navio will not transfer Customer Personal Data outside the EEA, UK or Switzerland except to sub-processors listed in Annex 3 and with an appropriate safeguard.

9.2 To the extent the Agreement involves a transfer of personal data subject to the EU GDPR to Navio (a US entity) or its sub-processors in a third country without adequacy, the parties incorporate the **EU Standard Contractual Clauses** (Commission Implementing Decision (EU) 2021/914), Module Two (controller to processor), with: Clause 7 (docking) included; Clause 9 option 2 (general authorisation, 30 days' notice); Clause 11 optional language omitted; Clause 17 option 1, governed by the law of Ireland; Clause 18 courts of Ireland; and Annexes I–III completed by Annexes 1–3 of this DPA. For UK transfers, the **UK International Data Transfer Addendum** (version B1.0) applies, with Table 4 allowing either party to terminate; for Swiss transfers, the SCCs apply with the references adapted to the nFADP and the FDPIC as competent authority. If Navio is certified under the EU–US Data Privacy Framework (and UK and Swiss extensions), it may rely on that certification instead.

9.3 Navio will assess and, where needed, implement supplementary measures (including encryption in transit and at rest and redaction of direct identifiers before AI processing), and will challenge and notify Customer of any government access request where lawful.

10. Children and education data

Where Customer Personal Data relates to children, Navio will process it only for the educational purposes authorised by Customer, will not use it for commercial purposes unrelated to the Services, and will apply high-privacy defaults. Where Customer provides COPPA consent on behalf of parents, Customer represents that the use is solely for the benefit of its students and the school system and that it will provide parents with notice and the ability to review and delete their child's information on request, which Navio will support.

11. Liability and precedence

Each party's liability under this DPA is subject to Section C11, except to the extent the SCCs or law provide otherwise for claims by data subjects. In case of conflict between this DPA and the rest of the Agreement, this DPA prevails; in case of conflict with the SCCs, the SCCs prevail.

Annex 1 — Description of processing

Item	Description
Parties	Data exporter / controller: Customer (contact details as in the Order). Data importer / processor: Navio LLC, 30 N Gould St, Ste R, Sheridan, WY 82801, USA, privacy@naviopro.ai.
Data subjects	Students, learners and alumni; prospective students (if configured); career advisors, faculty and administrators; parents or guardians of minor students (where applicable).
Categories of personal data	Identity and contact data (name, institutional email, student/staff ID); education data (programme, year, courses, grades if provided, cohort); career profile (skills, interests, goals, work history, CVs, documents); AI interactions (Prompts, Outputs, interview-practice responses, including audio if enabled); engagement and usage data; advisor notes and assignments; technical data (IP address, device, logs).
Sensitive data	Not intended. Users are instructed not to submit Sensitive Data; incidental Sensitive Data in free text (e.g., disability-related adjustment requests) is processed only to respond to the user and is subject to redaction controls and restricted access.
Frequency	Continuous for the term of the Agreement.
Nature and purpose	Hosting, storage and processing to provide AI-assisted career guidance, CV and interview tools, job and scholarship discovery, coaching modules, advisor dashboards, analytics and reporting to Customer, integrations configured by Customer, support, and security.
Retention	For the term; deletion per Section 7 of this DPA, or earlier on Customer's instruction.
Sub-processor transfers	As listed in Annex 3, for the purposes stated there.
Competent supervisory authority	For EU transfers: the authority of the Member State where Customer is established (or its EU representative). For UK: the ICO.

Annex 2 — Technical and organisational security measures

- **Hosting and isolation:** AWS eu-central-1 (Frankfurt) by default; logical multi-tenant isolation of each Customer's data (separate schema or tenant key with row-level access controls); no commingling with Consumer data; production and development environments separated; no production personal data in development or testing.
- **Encryption:** TLS 1.2+ in transit; AES-256 at rest for databases, file storage and backups; keys managed in AWS KMS with restricted access and rotation.

- **Access control:** role-based access with least privilege; SSO/SAML support for Customers; MFA for all Navio staff; no standing staff access to Customer Personal Data; just-in-time, approved, time-limited and logged support access; quarterly access reviews; prompt de-provisioning on staff departure.
- **AI-specific controls:** server-side redaction of direct identifiers and government ID numbers before data is sent to LLM providers where not required for the task; enterprise API use only; contractual prohibition on provider training; zero-data-retention where available, otherwise provider retention ≤ 30 days for abuse monitoring; EU processing endpoints where available; prompt-injection and output-safety filters; pre-release and periodic accuracy and bias testing using synthetic profiles; documented AI system description and change log; human-review mechanisms.
- **Logging and monitoring:** centralised, tamper-resistant audit logs of access to personal data; masking of names, emails and free-text content in application logs; alerting on anomalous activity; log retention up to 90 days (12 months for security incidents).
- **Secure development:** code review, dependency and secret scanning, vulnerability management with risk-based remediation timelines, annual third-party penetration testing.
- **Resilience:** automated backups in the same region, encrypted; backups retained ≤ 35 days; tested restore procedures; documented business continuity and disaster recovery.
- **Deletion:** hard-delete functions for records, user profiles and chat histories, available to Customer administrators via console/API; deletion propagated to search indexes, embeddings and caches.
- **Organisational:** written information security programme; designated security and privacy lead; staff confidentiality agreements and annual privacy/security training; vendor due diligence; incident response plan with 48-hour Customer notification; records of processing; DPIAs for high-risk processing.

Annex 3 — Authorised sub-processors

Sub-processor	Purpose	Location of processing	Transfer safeguard
Amazon Web Services EMEA SARL / Amazon Web Services, Inc.	Hosting, databases, storage, backups	Germany (eu-central-1)	AWS DPA incl. SCCs (for any US support access)
OpenAI, L.L.C. / OpenAI Ireland Ltd	LLM inference (API)	EU where available; USA	DPA, SCCs/UK Addendum, DPF where certified; no training
Anthropic, PBC / Anthropic Ireland Ltd	LLM inference (API)	EU where available; USA	DPA, SCCs/UK Addendum, DPF where certified; no training
Resend, Inc.	Transactional email	USA (storage); sending from Ireland (eu-west-1)	Resend DPA with EU SCCs (2021/914) and UK Addendum; EU–US Data Privacy Framework and UK Extension certification
PostHog, Inc.	Product analytics (only where Customer enables it)	Germany (AWS Frankfurt, eu-central-1)	PostHog DPA; processing within the EU
PS Internet Company LLP (Kazakhstan Customers only)	In-country storage	Kazakhstan	Local law

Payment providers do not process Customer Personal Data. The current list is maintained at naviopro.ai/subprocessors.