

NOSTOS INTELLIGENCE

Legal Documents

Document	Details
Company	Nostos Intelligence (operating as "Nostos")
Documents included	Terms of Service + Privacy Policy
Effective date	September 2026
Version	1.0
Jurisdiction	India — Bengaluru, Karnataka
Contact	hello@nostos.in
Website	getnostos.in

IMPORTANT: Please read both documents carefully before using Nostos. By accessing or using the Nostos platform, you agree to be bound by these Terms of Service. If you do not agree, do not use the platform.

TERMS OF SERVICE

Nostos Intelligence · getnostos.in · Effective: September 2026

These Terms of Service ("Terms") govern your access to and use of the Nostos platform, including our website at getnostos.in, our dashboard, APIs, and all related services (collectively, the "Service"). By registering for or using the Service, you agree to these Terms on behalf of yourself and the brand or company you represent.

1. Definitions

In these Terms, the following definitions apply:

- "Nostos" or "we" or "us" means Nostos Intelligence, the company providing the Service.
- "You" or "Brand" means the D2C brand, business, or individual accessing or using the Service.
- "Platform" means the Nostos web application, dashboard, APIs, and all associated tools and services.
- "Brand Customer" means the end consumers of your brand whose data is processed through the Platform.
- "Customer Data" means all data relating to your Brand Customers that is submitted to, processed by, or generated within the Platform, including order history, contact information, WhatsApp messages, and behavioural signals.
- "Churn Score" or "Health Score" means the AI-generated score assigned to each Brand Customer indicating their likelihood to stop purchasing from your brand.
- "Recovery Message" means the personalised message generated by the Platform and sent to at-risk Brand Customers on behalf of the Brand.
- "Subscription Plan" means the paid tier selected by you — Growth (₹7,999/month) or Scale (₹14,999/month) — or the Free Trial period.

2. Eligibility and Account Registration

2.1 Who May Use Nostos

The Service is available only to brands and businesses operating lawfully in India or internationally. You must be at least 18 years of age and have the legal authority to enter into binding agreements on behalf of your brand. Nostos is a B2B service — it is not intended for use by individual consumers.

2.2 Account Registration

To access the Platform you must create an account by providing accurate, complete, and current information including your brand name, industry, and a valid email address. You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account.

2.3 One Account Per Brand

Each brand may maintain only one active account. Creating multiple accounts to circumvent plan limits, free trial restrictions, or any other Platform rules is prohibited and will result in immediate termination of all associated accounts.

2.4 Account Security

You must notify us immediately at hello@nostos.in if you become aware of any unauthorised use of your account or any security breach. Nostos is not liable for any loss resulting from unauthorised account access where you failed to take reasonable steps to maintain account security.

3. Free Trial

3.1 Trial Period

Nostos offers a 14-day free trial to new brands. The free trial allows you to scan up to 1,000 Brand Customers, access the full churn alerts dashboard, view health scores, and generate up to 3 recovery messages for manual review and sending. No credit card is required to start the free trial.

3.2 Trial Limitations

During the free trial, auto-send functionality, unlimited WhatsApp sentiment analysis, Instagram DM monitoring, website pixel tracking, and the revenue recovered dashboard are not available. Recovery messages generated during the trial must be sent manually by the Brand.

3.3 Trial Expiry

At the end of the 14-day trial period, your dashboard will enter read-only mode. Your data will be retained for 30 days following trial expiry, during which you may upgrade to a paid plan to reactivate full access. After 30 days without upgrade, your data may be permanently deleted.

3.4 One Trial Per Brand

Each brand is entitled to one free trial. Creating new accounts to access additional free trials is prohibited. Nostos reserves the right to terminate any account suspected of abusing the free trial policy.

4. Subscription Plans and Billing

4.1 Available Plans

Following the free trial, continued access to Nostos requires a paid subscription. Current plans are:

- Growth Plan — ₹7,999 per month. Scan up to 5,000 Brand Customers. Includes automated churn scanning, auto-send recovery messages via WhatsApp BSP, unlimited WhatsApp sentiment analysis, Instagram DM monitoring, revenue recovered dashboard, website tracking pixel, and daily automated churn scans.
- Scale Plan — ₹14,999 per month. Unlimited Brand Customers. Includes everything in Growth plus cohort analytics by acquisition channel, LTV prediction at first purchase, cross-brand anonymised benchmarking, custom WhatsApp message templates, dedicated onboarding call, priority support with 4-hour response, and quarterly business review with the Nostos founding team.

4.2 Billing Cycle

Subscriptions are billed monthly in advance. The first billing date is the date on which you select a paid plan. Subsequent billing occurs on the same date each month. All amounts are in Indian Rupees (INR) and are exclusive of applicable taxes.

4.3 Taxes

Prices are exclusive of GST and any other applicable taxes. You are responsible for paying all applicable taxes in addition to the subscription fee. Where Nostos is required by law to collect taxes, these will be added to your invoice.

4.4 Payment Methods

Payments are accepted via UPI, credit card, debit card, and net banking through our payment processor. By providing payment details you authorise Nostos to charge the applicable subscription fee on each billing date.

4.5 Failed Payments

If a payment fails, Nostos will retry the charge after 3 days. If the second attempt also fails, your account will be suspended until payment is made. Data will be retained for 14 days following suspension. After 14 days without payment, Nostos reserves the right to permanently delete your account and associated data.

4.6 Plan Changes

You may upgrade your plan at any time. The upgrade takes effect immediately and you will be charged a prorated amount for the remainder of the current billing period. Downgrading is effective from the next billing cycle. You may not downgrade to the free trial after a paid subscription has commenced.

4.7 Cancellation

You may cancel your subscription at any time by contacting hello@nostos.in or through your account settings. Cancellation takes effect at the end of the current billing period. No refunds are provided for partial months. Upon cancellation, your account will enter read-only mode for 30 days, after which all data will be permanently deleted.

4.8 No Refund Policy

All subscription fees are non-refundable except where required by applicable law. If you believe you have been charged in error, contact hello@nostos.in within 7 days of the charge and we will investigate.

5. Acceptable Use

5.1 Permitted Uses

You may use the Nostos Platform solely for the purposes of monitoring the retention health of your brand's own customers, generating churn alerts, and sending personalised recovery messages to your own Brand Customers. The Platform may only be used in connection with your legitimate D2C business operations.

5.2 Prohibited Uses

You must not use the Platform to:

- Process or analyse customer data belonging to any brand, business, or entity other than your own without explicit written permission from that entity and from Nostos.
- Send unsolicited commercial messages, spam, or messages that violate WhatsApp's Business Messaging Policy, TRAI regulations, or any applicable anti-spam laws.
- Send recovery messages to Brand Customers who have explicitly opted out of marketing communications from your brand.

- Use the Platform for any unlawful purpose, including but not limited to violations of consumer protection laws, data protection laws, or intellectual property rights.
- Attempt to reverse engineer, decompile, disassemble, or extract the source code of the Platform or its AI models.
- Use automated scripts, bots, or scraping tools to access or extract data from the Platform beyond what is permitted by our API documentation.
- Introduce malicious code, viruses, or any other harmful software into the Platform.
- Share your account credentials with any third party or allow any unauthorised person to access your account.
- Misrepresent yourself, your brand, or your relationship with your Brand Customers in any recovery message generated or sent through the Platform.
- Use the Platform to facilitate harassment, discrimination, or any form of harm directed at Brand Customers.

5.3 Message Content Standards

All recovery messages sent through the Platform must be truthful, not misleading, and must accurately represent your brand and the offer being made. Messages must comply with WhatsApp's approved template guidelines. Nostos reserves the right to review message templates for compliance and to reject templates that violate these standards or applicable law.

5.4 Consequences of Violation

Violation of these acceptable use provisions may result in immediate suspension or permanent termination of your account without refund. Nostos reserves the right to report any illegal activity to the appropriate authorities.

6. Shopify and Third-Party Integrations

6.1 Shopify Webhook Integration

The Platform integrates with your Shopify store via webhook to receive real-time order data. By configuring the Shopify webhook integration, you authorise Nostos to receive and process order data from your Shopify store for the purpose of calculating customer health scores and churn risk.

6.2 WhatsApp Business Solution Provider

Automated message sending requires integration with a WhatsApp Business Solution Provider ("BSP") such as Interakt, Wati, or similar. You are responsible for obtaining and maintaining your own BSP account and for complying with WhatsApp's Business Messaging Policy. Nostos acts solely as a technical intermediary that sends messages through your BSP account on your behalf. All messages are sent from your brand's registered WhatsApp Business number.

6.3 Third-Party Service Terms

Your use of Shopify, WhatsApp, Instagram, and any other third-party services integrated with the Platform is governed by the respective terms and policies of those services. Nostos is not responsible for changes to, or unavailability of, any third-party service that may affect Platform functionality.

6.4 API Keys and Credentials

You are responsible for the security of all API keys, access tokens, and credentials you provide to Nostos for integration purposes. Nostos encrypts stored credentials at rest. You must notify us immediately if you suspect any credential has been compromised.

7. Intellectual Property

7.1 Nostos Platform IP

The Nostos Platform, including its source code, algorithms, AI models, user interface, brand identity, and all associated documentation, is owned exclusively by Nostos Intelligence and is protected by applicable intellectual property laws. Nothing in these Terms grants you any ownership interest in the Platform.

7.2 Licence to Use

Subject to your compliance with these Terms and timely payment of applicable subscription fees, Nostos grants you a limited, non-exclusive, non-transferable, revocable licence to access and use the Platform solely for your internal business purposes during the term of your subscription.

7.3 Your Content and Data

You retain ownership of all Customer Data you submit to the Platform. By submitting Customer Data, you grant Nostos a limited licence to process, store, and analyse that data solely for the purpose of providing the Service to you. This licence terminates when you delete your data or close your account.

7.4 Feedback

If you provide feedback, suggestions, or ideas regarding the Platform, you grant Nostos an irrevocable, royalty-free licence to use such feedback without restriction or compensation to you.

7.5 Aggregated and Anonymised Data

Nostos may use aggregated, anonymised, and de-identified data derived from your use of the Platform to improve the Service, train AI models, and generate industry benchmarks. This data will not identify you, your brand, or any individual Brand Customer.

8. Data Processing and Protection

8.1 Data Processing Agreement

Before connecting your Brand Customer data to the Platform, you and Nostos will execute a separate Data Processing Agreement ("DPA") that sets out the specific terms under which Nostos processes Customer Data as a data processor on your behalf. The DPA forms part of your agreement with Nostos and is incorporated into these Terms by reference.

8.2 Your Responsibilities as Data Controller

As the data controller for your Brand Customers' personal data, you are responsible for: (a) ensuring you have a valid legal basis for sharing Brand Customer data with Nostos; (b) maintaining an up-to-date privacy policy that discloses your use of third-party retention service providers; (c) honouring any opt-out or data deletion requests from Brand Customers; and (d) ensuring Brand Customers have consented to receiving WhatsApp marketing messages from your brand where required by applicable law.

8.3 Security

Nostos implements commercially reasonable technical and organisational security measures to protect Customer Data against unauthorised access, loss, or destruction. These measures include encrypted data storage, JWT-based authentication, brand-level data isolation, and regular security monitoring via Sentry. However, no system is completely secure and Nostos cannot guarantee absolute security.

8.4 Data Breach

In the event of a confirmed data breach affecting your Customer Data, Nostos will notify you within 72 hours of becoming aware of the breach, provide details of the nature and scope of the breach, and take all reasonable steps to contain and remediate the breach.

8.5 Data Retention

Nostos retains Customer Data for as long as your account is active. Upon account closure or cancellation, Customer Data will be permanently deleted within 30 days, except where retention is required by applicable law.

9. Confidentiality

Each party agrees to keep confidential all non-public information disclosed by the other party in connection with these Terms, including but not limited to technical architecture, business strategies, customer lists, and pricing. This obligation does not apply to information that: (a) is or becomes publicly known through no breach of these Terms; (b) was already known to the receiving party prior to disclosure; or (c) is required to be disclosed by applicable law or court order. Confidentiality obligations survive termination of these Terms for a period of 3 years.

10. Warranties and Disclaimers

10.1 Nostos Warranties

Nostos warrants that: (a) it has the legal right to provide the Service; (b) the Service will perform materially in accordance with its documentation; and (c) it will implement reasonable security measures to protect Customer Data.

10.2 Your Warranties

You warrant that: (a) you have the legal authority to enter into these Terms; (b) your use of the Platform will comply with all applicable laws; (c) you have obtained all necessary consents to share Brand Customer data with Nostos; and (d) all recovery messages sent through the Platform are truthful and not misleading.

10.3 Disclaimer of Implied Warranties

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." NOSTOS EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NOSTOS DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR THAT ANY SPECIFIC BUSINESS OUTCOME — INCLUDING CUSTOMER RECOVERY, REVENUE GENERATION, OR CHURN REDUCTION — WILL BE ACHIEVED THROUGH USE OF THE PLATFORM.

10.4 Recovery Rate Disclaimer

The churn recovery rates, revenue recovery estimates, and ROI projections presented on the Nostos website and within the Platform are illustrative estimates based on industry averages and

simulated data. Actual results will vary based on your brand's products, customer base, message quality, and market conditions. Nostos makes no guarantee of any specific recovery rate or revenue outcome.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOSTOS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OF CUSTOMERS, ARISING OUT OF OR RELATED TO YOUR USE OF THE PLATFORM, EVEN IF NOSTOS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOSTOS'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICE SHALL NOT EXCEED THE TOTAL SUBSCRIPTION FEES PAID BY YOU TO NOSTOS IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

Some jurisdictions do not allow the exclusion or limitation of certain damages. In such jurisdictions, Nostos's liability will be limited to the greatest extent permitted by applicable law.

12. Indemnification

You agree to indemnify, defend, and hold harmless Nostos Intelligence, its founders, officers, employees, and agents from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or related to: (a) your use of the Platform in violation of these Terms; (b) your breach of any representation or warranty in these Terms; (c) any recovery message you send to Brand Customers through the Platform; (d) your violation of any applicable law; or (e) any dispute between you and your Brand Customers.

13. Term and Termination

13.1 Term

These Terms are effective from the date you create a Nostos account and continue until your account is terminated or cancelled.

13.2 Termination by You

You may terminate your account at any time by contacting hello@nostos.in. Termination takes effect at the end of the current billing period for paid plans. No refund is provided for unused portions of a paid subscription.

13.3 Termination by Nostos

Nostos may terminate or suspend your account immediately without notice if: (a) you materially breach these Terms; (b) you fail to pay applicable subscription fees; (c) Nostos is required to do so by law; or (d) Nostos determines, in its sole discretion, that continued provision of the Service to you creates legal or reputational risk.

13.4 Effect of Termination

Upon termination: (a) your licence to use the Platform immediately ceases; (b) you must stop using the Platform immediately; (c) all Customer Data will be deleted within 30 days; and (d) any outstanding fees become immediately due and payable. Clauses that by their nature should survive termination — including intellectual property, limitation of liability, indemnification, and governing law — will survive.

14. Governing Law and Dispute Resolution

14.1 Governing Law

These Terms are governed by and construed in accordance with the laws of India, without regard to its conflict of law principles. The courts of Bengaluru, Karnataka shall have exclusive jurisdiction over any dispute not resolved through arbitration.

14.2 Dispute Resolution

Before initiating any formal legal proceeding, the parties agree to attempt to resolve disputes through good-faith negotiation for a period of 30 days following written notice of the dispute. If negotiation fails, disputes shall be resolved through binding arbitration conducted in Bengaluru under the Arbitration and Conciliation Act 1996 of India. The arbitration shall be conducted in English.

14.3 Class Action Waiver

You agree that any dispute resolution proceeding will be conducted only on an individual basis and not in a class, consolidated, or representative action.

15. General Provisions

15.1 Entire Agreement. These Terms, together with the Privacy Policy and any executed Data Processing Agreement, constitute the entire agreement between you and Nostos regarding the Service and supersede all prior agreements and understandings.

15.2 Amendments. Nostos may update these Terms at any time. We will notify you of material changes via email or a prominent notice on the Platform at least 14 days before the changes take effect. Your continued use of the Service after the effective date constitutes acceptance of the updated Terms.

15.3 Severability. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

15.4 Waiver. Nostos's failure to enforce any right or provision of these Terms shall not constitute a waiver of that right or provision.

15.5 Assignment. You may not assign your rights or obligations under these Terms without Nostos's prior written consent. Nostos may assign these Terms in connection with a merger, acquisition, or sale of substantially all of its assets.

15.6 Force Majeure. Neither party shall be liable for delays or failures in performance resulting from causes beyond their reasonable control, including natural disasters, government actions, internet outages, or failures of third-party service providers.

15.7 Contact. For any questions about these Terms, contact Nostos at hello@nostos.in or write to Nostos Intelligence, Bengaluru, Karnataka, India.

PRIVACY POLICY

Nostos Intelligence · getnostos.in · Effective: September 2026

This Privacy Policy explains how Nostos Intelligence ("Nostos," "we," "us," or "our") collects, uses, stores, and protects information when you use our platform at getnostos.in. This policy covers two types of data subjects: (1) Brands — the D2C businesses that register and use the Nostos platform; and (2) Brand Customers — the end consumers whose data Brands submit to Nostos for retention analysis.

1. Who We Are

Nostos Intelligence is an AI-powered customer retention platform for direct-to-consumer (D2C) brands in India. We help brands identify at-risk customers using multi-signal intelligence and send personalised recovery messages to prevent customer churn. For the purposes of data protection law, Nostos Intelligence acts as:

- Data Controller — for data relating to Brand accounts, including brand contact information and account activity.
- Data Processor — for Brand Customer data, where the Brand is the Data Controller and Nostos processes data on the Brand's instructions.

Contact for privacy matters: hello@nostos.in

2. Data We Collect

2.1 Data You Provide — Brand Account Data

When you register as a Brand on Nostos, we collect:

- Brand name and industry
- Email address and password (stored as a hashed value — we never store your plain text password)
- Founder name and designation (for use in personalised recovery messages)
- Alert email address for churn notifications
- WhatsApp BSP API key (encrypted at rest)
- Shopify store URL and webhook configuration
- Subscription plan and billing information (payment processing is handled by third-party processors; we do not store card numbers)

2.2 Data Submitted by Brands — Brand Customer Data

When Brands connect their Shopify store or upload historical order data, we receive and process the following Brand Customer data on behalf of the Brand:

- Customer full name, email address, and phone number
- Order history — order dates, order values, product details, fulfillment status, delivery dates, and delay information
- WhatsApp messages sent by Brand Customers to the Brand's WhatsApp Business number (submitted via webhook integration)

- Instagram comments and DMs mentioning or directed at the Brand (Scale plan only, via Instagram Graph API integration)
- Website behavioural data — page views, product clicks, cart events, and checkout events (collected via the Nostos tracking pixel, Growth and Scale plans)

2.3 Data Generated by the Platform

The Nostos AI system generates the following derived data from the above inputs:

- Customer health scores (0–100) indicating churn risk
- Sentiment classifications for WhatsApp and Instagram messages (categories: logistics_complaint, product_complaint, pricing_complaint, general_frustration, positive, neutral)
- Sentiment scores (0.0–1.0) for individual messages
- Churn alerts with stacked signal reasons
- Personalised recovery messages and offer recommendations
- Offer redemption records — whether a Brand Customer purchased after receiving a recovery message

2.4 Technical Data

We automatically collect certain technical data when you use the Platform:

- IP address and browser type
- Pages visited and time spent on the Platform
- Error logs and performance data (collected via Sentry)
- API request logs

3. How We Use Data

3.1 Brand Account Data

We use Brand account data to:

- Create and manage your Nostos account
- Process subscription payments and send invoices
- Provide customer support and respond to enquiries
- Send product updates, new feature announcements, and service notifications
- Enforce our Terms of Service
- Comply with applicable legal obligations

3.2 Brand Customer Data

We use Brand Customer data exclusively to provide the retention intelligence service to the Brand. Specifically:

- To calculate customer health scores and churn risk levels based on purchase cadence, delivery experience, and sentiment signals
- To generate personalised recovery messages and offer recommendations
- To send recovery messages through the Brand's WhatsApp BSP account on the Brand's behalf
- To track whether recovery messages result in repeat purchases (redemption tracking)

- To generate the revenue recovered dashboard for the Brand

We do not use Brand Customer data for any purpose other than providing the Service to the Brand that submitted it. We do not sell, rent, or share Brand Customer data with any third party for that third party's own purposes.

3.3 Aggregated and Anonymised Data

We may use aggregated, anonymised data derived from all Brands' usage of the Platform — from which no individual Brand or Brand Customer can be identified — to:

- Improve the accuracy of our churn prediction models
- Generate industry-wide benchmarks for the cross-brand benchmarking feature (Scale plan)
- Conduct internal research and product development
- Publish general insights about D2C customer retention trends in India (never identifying any individual Brand or customer)

4. Legal Basis for Processing

For Brands located in India, we process data under the Digital Personal Data Protection Act 2023 (DPDP Act). Our legal bases for processing are:

- Contract performance — processing necessary to provide the Service you have subscribed to.
- Legitimate interests — processing for fraud prevention, security monitoring, and improving the Platform, where these interests are not overridden by your rights.
- Legal obligation — processing required to comply with applicable laws, including tax and financial regulations.
- Consent — where we send marketing communications, we do so only with your explicit consent, which you may withdraw at any time.

For Brand Customer data, the Brand is the data controller and is responsible for ensuring a valid legal basis for sharing that data with Nostos. Nostos processes Brand Customer data solely on the Brand's instructions as a data processor.

5. Data Sharing and Third Parties

5.1 Service Providers

We share data with the following categories of third-party service providers who assist us in delivering the Platform:

- Cloud infrastructure — Render.com (hosting and managed PostgreSQL database, servers located in the United States)
- AI processing — Groq Inc. and Google (LLM inference for sentiment classification; message data is processed but not retained by these providers beyond the API request)
- Error monitoring — Sentry (error logs and performance monitoring)
- Payment processing — our payment processor (processes billing data; we do not receive or store full card numbers)
- Email delivery — our email service provider (for sending alert emails and transactional notifications)

All service providers are contractually bound to use data only for the purpose of providing services to Nostos and to implement appropriate security measures.

5.2 WhatsApp BSP

When auto-send is enabled, recovery messages are transmitted through your WhatsApp Business Solution Provider account. The message content and recipient phone number are shared with your BSP for delivery. The BSP operates under its own terms and privacy policy.

5.3 Legal Requirements

We may disclose data if required to do so by applicable law, court order, or government authority. Where legally permitted, we will notify the affected Brand before making such a disclosure.

5.4 Business Transfers

In the event of a merger, acquisition, or sale of Nostos Intelligence, Customer Data may be transferred to the acquiring entity. We will notify affected Brands via email at least 30 days before any such transfer and provide an opportunity to export or delete their data.

5.5 What We Never Do

- We never sell Brand Customer data to third parties.
- We never use Brand Customer data for advertising targeting on any platform.
- We never share one Brand's Customer Data with any other Brand.
- We never use Brand Customer data to train third-party AI models without anonymisation.

6. Data Security

We implement the following security measures to protect all data processed through the Platform:

- Encryption at rest — all data in our PostgreSQL database is stored with encryption at rest on Render's managed infrastructure.
- Encryption in transit — all data transmitted between your browser and our servers, and between our servers and third-party APIs, uses TLS 1.2 or higher.
- Authentication — account passwords are hashed using PBKDF2-SHA256 with a unique salt per account. We never store plain text passwords.
- Access tokens — session management uses JWT tokens with a 7-day expiry, stored as HTTP-only cookies to prevent JavaScript access.
- Brand isolation — all database queries are scoped by brand_id at the application level, ensuring no Brand can access another Brand's data.
- API key encryption — WhatsApp BSP and Shopify API keys stored in our system are encrypted at rest using symmetric encryption.
- Rate limiting — login endpoints are rate-limited to prevent brute force attacks.
- Webhook verification — Shopify webhooks are verified using HMAC-SHA256 signature validation before processing.
- Error monitoring — Sentry monitors for runtime errors and security anomalies in real time.

Despite these measures, no system is completely secure. We cannot guarantee the absolute security of data transmitted over the internet or stored on our systems. You are responsible for maintaining the security of your account credentials.

7. Data Retention

We retain data for the following periods:

- Brand account data — retained for the duration of the account and for 30 days following account closure, after which it is permanently deleted.
- Brand Customer data — retained for the duration of the Brand's active subscription and for 30 days following account closure or cancellation.
- Churn alerts and offer redemption records — retained as long as the Brand account is active.
- Payment records and invoices — retained for 7 years as required by Indian tax law.
- Error logs and technical data — retained for 90 days.
- Aggregated and anonymised data — may be retained indefinitely as it cannot be used to identify any individual.

You may request deletion of your data at any time by contacting hello@nostos.in. Deletion requests will be processed within 14 days.

8. Your Rights

8.1 Rights of Brands

As a Brand using the Nostos Platform, you have the following rights regarding your account data:

- Right to access — request a copy of all personal data we hold about your Brand account.
- Right to rectification — request correction of inaccurate or incomplete data.
- Right to erasure — request deletion of your Brand account data, subject to legal retention obligations.
- Right to data portability — request your Brand Customer data in a machine-readable format (CSV export).
- Right to object — object to processing of your data for legitimate interests purposes.
- Right to withdraw consent — where processing is based on consent, withdraw that consent at any time.

8.2 Rights of Brand Customers

Brand Customers whose data is processed through the Platform should direct their data rights requests to the Brand whose store they purchased from. The Brand is the data controller for Brand Customer data. However, Nostos will cooperate with Brands in responding to data subject requests from Brand Customers, including assisting with data access, correction, and deletion as instructed by the Brand.

8.3 How to Exercise Rights

To exercise any of the above rights, contact us at hello@nostos.in with the subject line "Data Rights Request." We will respond within 30 days. We may require identity verification before processing a data rights request.

9. Cookies and Tracking

The Nostos Platform uses the following cookies and tracking technologies:

- Session cookie ("token") — an HTTP-only JWT cookie used to maintain your login session. This cookie expires after 7 days or when you log out. It is necessary for the Platform to function and cannot be disabled.
- Nostos tracking pixel (opt-in) — Brands who install the Nostos JavaScript pixel on their Shopify store enable tracking of Brand Customer website behaviour. This pixel is under the Brand's control and should be disclosed in the Brand's own privacy policy. The pixel does not track individuals across websites — it only collects data on the Brand's own store.

We do not use advertising cookies, analytics tracking cookies, or any tracking technology on the Nostos marketing website (getnostos.in) beyond basic server access logs.

10. Children's Privacy

The Nostos Platform is intended for use by businesses and is not directed at children under the age of 18. We do not knowingly collect personal data from individuals under 18. If you believe we have inadvertently collected data from a minor, contact us at hello@nostos.in and we will delete it promptly.

11. International Data Transfers

Nostos Intelligence is based in India. Our infrastructure is hosted on Render.com, whose servers are located in the United States. By using the Platform, you acknowledge that your data may be transferred to, stored in, and processed in the United States. We ensure that such transfers are subject to appropriate safeguards through our data processing agreements with service providers.

AI inference for sentiment classification is performed via API calls to Groq (USA) and Google (USA). Message content is transmitted to these providers solely for the purpose of classification and is not retained beyond the API request.

12. Compliance with Indian Law

Nostos Intelligence is committed to compliance with India's Digital Personal Data Protection Act 2023 (DPDP Act) and the Information Technology Act 2000 and its associated rules. As the DPDP Act's implementation rules are finalised by the Indian government, we will update our practices and this Privacy Policy accordingly.

As a data fiduciary under the DPDP Act, Nostos will: (a) process personal data only for lawful purposes; (b) implement appropriate security safeguards; (c) honour data principal rights requests within the required timelines; (d) notify affected individuals and the Data Protection Board of India of any data breach as required; and (e) appoint a Data Protection Officer upon becoming obligated to do so under applicable rules.

13. Changes to This Privacy Policy

We may update this Privacy Policy from time to time. When we make material changes, we will notify you by email and by posting a prominent notice on the Platform at least 14 days before the

changes take effect. The date of the most recent update is shown at the top of this document. Your continued use of the Platform following notification of changes constitutes your acceptance of the updated Privacy Policy.

14. Contact Us

For any questions, concerns, or requests relating to this Privacy Policy or our data practices, please contact:

Company: Nostos Intelligence

Email: hello@nostos.in

Website: getnostos.in

Address: Bengaluru, Karnataka, India

Response time: We aim to respond to all privacy enquiries within 48 hours

ACCEPTANCE

By registering for and using the Nostos Platform, you confirm that you have read, understood, and agree to be bound by these Terms of Service and Privacy Policy. If you are accepting on behalf of a brand or company, you represent that you have the authority to bind that entity to these Terms.

— *Abhay P Bhat, Founder & CEO, Nostos Intelligence*
Bengaluru, Karnataka · September 2026