

# Privacy Policy

Effective Date: April 21, 2026

## 1. Introduction

BlackRain Automations ("BlackRain," "we," "our," or "us"), a sole proprietorship operated by Ryan Kirchberger in the State of Connecticut, respects your privacy. This Privacy Policy describes the categories of information we collect through our website at blackrainautomations.com (the "Marketing Site") and our customer relationship management application at app.blackrainautomations.com (the "Application," and together with the Marketing Site, the "Service"), how we use that information, with whom we share it, and the choices you have regarding it.

By using the Service, you consent to the practices described in this Privacy Policy. If you do not agree, please do not use the Service.

## 2. Information We Collect

We collect the following categories of information:

**(a) Account Information.** When you register for an account, we collect your name, email address, business name, phone number, password, and similar identifiers.

**(b) Payment Information.** Payments are processed by Stripe, Inc. We do not store full payment card numbers on our systems. We receive limited billing details (such as the last four digits of your card, card brand, billing zip code, and transaction status) from Stripe.

**(c) Customer Data You Provide.** The Application allows you to upload, import, and manage data about your own leads, prospects, and customers, including names, phone numbers, email addresses, business information, notes, documents, and related records ("Customer Data"). You are the controller of Customer Data; we act as your processor with respect to such data.

**(d) Communications and Recordings.** When you use the Service to send SMS messages, send emails, place voice calls, or schedule appointments, we collect and store records of those communications, including message content, call metadata (date, time, duration, phone numbers), call recordings (where enabled), voicemail recordings, and transcriptions.

**(e) Usage and Device Information.** We collect information about how you interact with the Service, including IP address, browser type, device identifiers, operating system, pages and features accessed, timestamps, and similar telemetry.

**(f) Cookies and Similar Technologies.** The Marketing Site and Application use cookies, local storage, and similar technologies to authenticate users, remember preferences, measure usage, and improve the Service. You can control cookies through your browser settings, though disabling cookies may limit functionality.

## 3. How We Use Information

We use the information we collect to:

(a) provide, operate, maintain, and improve the Service;

- (b) process payments, manage subscriptions, and send billing-related communications;
- (c) authenticate users and protect the security and integrity of the Service;
- (d) communicate with you about your account, updates, service announcements, and support inquiries;
- (e) generate AI-assisted suggestions, summaries, briefings, and transcriptions on your behalf within the Application;
- (f) monitor usage, diagnose technical issues, and develop new features;
- (g) prevent fraud, abuse, and violations of our Terms of Service; and
- (h) comply with legal obligations and enforce our agreements.

## 4. How We Share Information

We do not sell your personal information or Customer Data. We share information only as described below:

**(a) Service Providers.** We share information with third-party providers that help us operate the Service. Current providers include, without limitation:

- **Stripe, Inc.** — payment processing;
- **Twilio, Inc.** — SMS messaging and voice calling;
- **SendGrid (Twilio)** — outbound and inbound email;
- **Anthropic, PBC** — large language model and AI features;
- **Google LLC** — location, mapping, and Places data;
- **Cal.com, Inc.** — appointment scheduling;
- **Deepgram, Inc.** — real-time speech transcription;
- **Supabase, Inc.** — database and authentication;
- **Render Services, Inc.** — application hosting;
- **Cloudflare, Inc.** — content delivery and DNS.

Each of these providers has its own privacy practices. We share with them only the information necessary to perform the relevant function.

**(b) Legal and Safety.** We may disclose information if required to do so by law, subpoena, court order, or other legal process, or if we reasonably believe disclosure is necessary to (i) comply with legal obligations, (ii) protect the rights, property, or safety of BlackRain, our users, or others, or (iii) investigate and respond to suspected fraud, abuse, or violations of our Terms.

**(c) Business Transfers.** If BlackRain is involved in a merger, acquisition, sale of assets, financing, or similar transaction, your information may be transferred as part of that transaction. We will provide notice before such a transfer becomes effective and your information becomes subject to a different privacy policy.

**(d) With Your Consent.** We may share information for any other purpose with your consent.

## 5. Customer Data and Your Role as Controller

When you upload Customer Data into the Application, you act as the data controller and BlackRain acts as your data processor. You are responsible for ensuring that you have a lawful basis to collect, store, and use such data, and for providing any required notices or obtaining any required consents from your own customers and prospects.

BlackRain processes Customer Data only to provide the Service, as instructed by you through your use of the Application, and as otherwise required by law.

## 6. Data Retention

We retain account information and Customer Data for as long as your account is active and as needed to provide the Service. Following account termination, we may retain data for a limited period (typically up to ninety (90) days) to allow for account recovery and to satisfy legal, accounting, and audit obligations, after which Customer Data is deleted or de-identified except where longer retention is required by law.

Communications metadata, call recordings, and transcripts are retained according to the preferences you configure in the Application and our standard service retention schedules.

## 7. Data Security

We implement reasonable administrative, technical, and physical safeguards designed to protect the information we collect. These include encryption of data in transit, encryption of credentials, access controls, and use of reputable infrastructure providers. Despite these measures, no internet transmission or electronic storage is completely secure, and we cannot guarantee absolute security.

You are responsible for maintaining the confidentiality of your account credentials and for promptly notifying us at [support@blackrainautomations.com](mailto:support@blackrainautomations.com) of any suspected unauthorized access.

## 8. Your Privacy Rights

Depending on your jurisdiction, you may have the following rights with respect to your personal information:

- (a) the right to access and obtain a copy of your personal information;
- (b) the right to correct or update inaccurate personal information;
- (c) the right to request deletion of your personal information;
- (d) the right to opt out of certain processing activities;
- (e) the right to data portability; and
- (f) the right to withdraw consent where processing is based on consent.

To exercise any of these rights, please email us at [privacy@blackrainautomations.com](mailto:privacy@blackrainautomations.com). We may need to verify your identity before fulfilling your request. We will respond within the time period required by applicable law.

Residents of California, Colorado, Connecticut, Virginia, and other states with comprehensive consumer privacy laws may have additional rights. We do not sell personal information or share it for cross-context behavioral advertising as those terms are defined under such laws.

## **9. Children's Privacy**

The Service is not directed to or intended for use by individuals under the age of eighteen (18). We do not knowingly collect personal information from children. If we learn that we have collected personal information from a child, we will delete it. If you believe a child has provided us with personal information, please contact us at [privacy@blackrainautomations.com](mailto:privacy@blackrainautomations.com).

## **10. International Users**

The Service is operated from the United States. If you access the Service from outside the United States, you understand that your information will be transferred to, stored, and processed in the United States, where data protection laws may differ from those in your country. By using the Service, you consent to such transfer and processing.

## **11. Third-Party Links**

The Service may contain links to third-party websites or services not operated by BlackRain. We are not responsible for the privacy practices or content of such third parties. We encourage you to review the privacy policies of any third-party services you visit.

## **12. Changes to This Privacy Policy**

We may update this Privacy Policy from time to time. The updated version will be indicated by a revised "Effective Date" at the top of this page. We encourage you to review this Privacy Policy periodically. Material changes will be communicated through the Service or by email where appropriate.

## **13. Contact Us**

If you have questions, concerns, or requests regarding this Privacy Policy or our privacy practices, please contact:

BlackRain Automations

Attn: Ryan Kirchberger, Privacy

Email: [privacy@blackrainautomations.com](mailto:privacy@blackrainautomations.com)

Support: [support@blackrainautomations.com](mailto:support@blackrainautomations.com)

Website: [blackrainautomations.com](http://blackrainautomations.com)