Tracelia privacy policy — Global Expertises

Version 2.1 • 29 October 2026 — English translation

This policy concerns the Tracelia presentation website, enquiries, waitlist and the commercial processing of trials and subscriptions sold by Global Expertises. It supplements rather than replaces FortyTwoFlow's information in the application's legal area. It also covers audience and ad measurement on the website, which only happens with your consent. No blanket consent to every processing activity is requested.

Contents

1. Responsibilities and contacts
2. Information used
3. Purposes and legal bases
3 bis. Audience and ad measurement
4. Cards and payment
5. Recipients and transfers
6. Cases and AI
7. Retention
8. Security, rights and updates

1. Responsibilities and contacts

Global Expertises, a French simplified joint stock company with share capital of EUR 1,000, Toulouse registration 911 366 698, 59 allées Jean Jaurès, 31000 Toulouse, France, controls website, commercial relationship, order, payment, billing, commercial assistance and legal-claims processing. Contact contact@global-expertises.fr or write to the registered office, marked Data Protection.

FortyTwoFlow SAS, Montpellier registration 989 717 541, 73 allée Kléber, 34000 Montpellier, France, operates the platform and controls account, login and supervision data within its own purposes. Contact contact@fortytwoflow.ai. Its policy is available in the software's legal area. It processes subscription data needed to open rights on behalf of Global Expertises.

For assessment cases, the Client Organisation determines its assignment purposes and acts as controller or authorised processor for its own principal. Global Expertises acts on its behalf, with FortyTwoFlow as subprocessor under the Data processing agreement. A

person mentioned or invited in a case should first contact the professional responsible for the assignment; assistance can help identify that contact.

2. Information used

The contact form uses email, message and subject; name and firm are optional. The waitlist uses work email and optional supplied information. Required fields are identified at collection. Necessary transmission and security information may include date, originating page, access logs, IP address and an automated-submission protection signal.

Each request sent from the website is recorded with its page of origin, date, a request identifier and your cookie choices. If you accepted ad measurement, it also includes where your visit came from (campaign, ad click identifier) and an irreversible fingerprint (hash) of your email address and phone number. An option in the contact form lets you refuse other commercial information.

Orders, trials and subscriptions use subscriber identity and contact details, Organisation, country, billing and tax identifiers, subscribed Experts, frequency, prices, taxes, due dates, payment states and evidence of confirmation, cancellation and contractual versions. Billing does not require copying case contents.

The application separately processes accounts, permissions and case contents: property addresses, findings, photographs, documents, retained transcripts, analyses, drafts, approvals, estimates, reports and relationships. Dictation or photography requests device permission when needed. Any audio processing and providers are disclosed before that function. Do not import unnecessary sensitive or criminal data; necessary processing of such data requires an appropriate framework.

3. Purposes and legal bases

Global Expertises purpose	Basis
Answer enquiries and prepare proposals	Requested pre-contract steps for individuals; legitimate interest in answering professional representatives.
Send the requested English-version opening notice	Legitimate interest in fulfilling that voluntary, specifically disclosed registration; easy objection at any time.

Manage the order, accepted deferred-payment trial, reminders, cancellations and subscription	Contract for an individual subscriber; legitimate interest in managing the Organisation's contract for its representatives.
Billing and accounting	Contract and accounting and tax obligations.
Assistance, incidents, complaints and legal claims	Contract and legitimate interests in providing and protecting the service and parties; legal duties where applicable.
Measuring website audience and ad performance; linking a request to the ad that brought it	Your consent, given or refused in the cookie banner and withdrawable at any time with “Manage cookies”.
Keeping proof of your cookie choices	Obligation to be able to demonstrate the consent obtained.
Relevant professional information about Tracelia	Legitimate interest with notice and objection at collection and in each message; specific consent where legally required.

An enquiry or waitlist registration is neither an order nor acceptance of sales terms. The waitlist does not automatically enrol people in a general marketing newsletter. Essential service, trial-expiry, cancellation and security messages are not advertising. Optional messages can be refused without losing the service. Data is neither sold nor rented. Global Expertises does not use this information alone to make decisions producing legal or similarly significant effects on a person.

3 bis. Audience and ad measurement

If you accept it in the cookie banner, the website measures its traffic with Google Analytics and the performance of our ads with Google Ads. The cookies, their durations and what happens if you reject them are listed on the Cookies page. Legal basis: your consent, which you can withdraw at any time with “Manage cookies”.

If you accepted ad measurement and contact us, your email address and phone number may be sent to Google in an irreversibly encrypted form (hashing), to link your request, then its outcome (demo, subscription), to the ad that brought you here. This lets us pay only for useful ads. Without this consent, nothing about your request is sent to Google.

Each choice made in the cookie banner is recorded with a random identifier, the date and the version of the text, without your name or IP address, so that we can prove your choice and count visitors’ choices.

4. Cards and payment

Stripe collects card details on its secure interface. Global Expertises receives references, payment states and limited method information and stores neither full card numbers nor security codes.

Registration performs the accepted deferred-payment order: no Tracelia charge on registration, then monthly commencement after the trial unless cancelled, with a seven-day reminder. Early paid activation is separately confirmed and cancels scheduled conversion. Retention necessary for that contract is not general authorisation for other purchases. Optional storage for other purchases requires a distinct choice where legally required.

After cancellation without a subscription, the method association for that contract is removed when no longer needed, subject to targeted legal or evidential records. Stripe separately retains what its regulatory and fraud-prevention duties require. Deleting a payment method does not replace cancellation. See https://stripe.com/fr/privacy.

5. Recipients and transfers

Access is restricted to authorised Global Expertises personnel and necessary hosting, messaging, payment, accounting, legal and other providers, and legally entitled authorities. Website hosting is identified in the legal notice. No assessment case is supplied to Stripe for payment.

Requests sent from the website (contact form, waitlist and the French “Talk to an expert” window) are received on behalf of Global Expertises by Google Ireland Limited (Google Forms and Google Sheets). No automatic acknowledgement is sent: a person at Global Expertises replies to you. If you agree, Google Analytics and Google Ads receive the information described in article 3 bis. Google may process data in the United States: these transfers rely on the EU–US Data Privacy Framework, upheld by the EU General Court on September 3, 2025 (an appeal is pending before the Court of Justice), and on the European Commission’s standard contractual clauses.

The authorised case-processing chain comprises FortyTwoFlow, AWS for infrastructure and transactional email (declared Paris eu-west-3 region), OpenAI for AI and search, and Sentry for technical supervision (declared Frankfurt storage). IGN and Géorisques receive the addresses, coordinates or municipality codes needed for public-data requests and, for browser-originating requests, may also receive the user's IP address. They do not receive complete cases for these requests.

Declared principal EU storage does not exclude OpenAI or Stripe processing or international group support access outside the EEA, including in the United States. Transfers must rely on applicable adequacy decisions or appropriate safeguards, including European standard clauses with necessary assessment and supplementary measures. Safeguards can be requested with legitimate secrets redacted. The service is not described as exclusively French or free from international transfers.

6. Cases and AI

Content is processed to supply requested functions and authorised assistance. It is not used to market to persons mentioned, populate other clients' cases, train models or provide demonstrations without distinct, specific and freely given agreement. Independent improvement can use only aggregate or irreversibly anonymised information without reidentifying a person or case; pseudonymised personal content remains under Client instructions.

The operator declares OpenAI API processing without default training on content, with technical retention that may reach thirty days and specific periods for persistent functionality. This is not an immediate-deletion guarantee for every operation; actual processing and persistent elements must be covered by instructions and erasure. Dictation and web-search contents follow the same minimisation and confidentiality requirements.

AI proposals can be wrong. Professional review must be meaningful; its presence on a screen does not alone exclude rules on automated decisions in actual use. Microphone permission or acceptance of terms does not authorise permanent listening, unrelated purposes or case disclosure.

7. Retention

Data	Period or criterion
Enquiries and prospects without a contract	As needed to answer; marketing data no more than three years after collection or the last prospect-originating contact. A Global Expertises message does not restart the period.
English waitlist	Until opening notification or requested withdrawal, at most three years from registration or last contact from the person unless expressly requested again.
Audience measurement (Google Analytics)	Fourteen months in Google Analytics; cookie lifetimes are listed on the Cookies page.

Record of cookie choices	As long as needed to prove those choices, five years at most; random identifier, without name or IP address.
Account and subscription management	During access and the contract, followed only by necessary archives.
Retained trial and subscription cases and contents	At least thirty days' recovery after service end or switching transition; active deletion within ninety days of closure under the contract's limited exceptions.
Residual case backups	Isolated and purged within ninety days after active deletion; deletions reapplied on restoration.
Application technical and audit logs	At most twelve rolling months, except justified, targeted incident or dispute retention.
Assistance and order, acceptance and cancellation evidence	During handling and the contract, then necessary records archived separately for up to five years after the relationship, subject to different rules or limitation periods.
Invoices and accounting records	Ten years from the relevant financial-year end.
Marketing objection	Minimal information for at least three years to respect the choice, without marketing reuse.

Legal duties or disputes justify only targeted, separate and limited retention. Accounting retention is not ten-year assessment archiving. The operator's policy details technical data it controls; form flows and website logs are documented for their purposes and limited to necessity.

8. Security, rights and updates

Permissions, encrypted communications, minimisation, incident handling and risk-appropriate measures protect data. Application measures are detailed in the Data processing agreement and operator policy. No absolute security is promised. Protect credentials, check recipients and avoid complete sensitive cases in ordinary email.

Depending on circumstances, rights include access, correction, erasure, restriction, portability, objection, withdrawal of consent and French post-death instructions. Personal-data portability differs from contractual case return. Identity evidence is requested only proportionately where reasonably in doubt.

Contact Global Expertises for its processing, FortyTwoFlow for its own purposes or the professional for assignment data. Replies are normally within one month; a reasoned extension of two months may be necessary and is notified within the first month. Legal restrictions or third-party rights are explained. Complaints may be made to CNIL (https://www.cnil.fr) or the competent authority under applicable rules. Marketing objection is free and needs no reason.

The website Cookies page covers its own trackers; the application has separate cookie and diagnostic information. Significant changes to purposes, recipients or rights are communicated. Reading this policy does not consent to optional processing.

Tracelia privacy policy — Global Expertises — Version 2.1 · October 29, 2026. Reference page on the Tracelia website: /en/privacy/ (French reference text: /confidentialite/)

Full text, identical to the website page. SHA-256 of the source:
`ed0dcfeee406e0fef447efd934b25c289f0e8f4468a222cc629660e2839a7463`

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