

Privacy Policy

Scale Through Automation, LLC

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Company: Scale Through Automation, LLC (“STA,” “we,” “us,” or “our”)

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1. Introduction and Scope

Scale Through Automation, LLC (“STA”) respects your privacy and is committed to protecting your personal information. This Privacy Policy explains what information we collect, how we collect and use it, with whom we share it, and the choices and rights you have regarding your information.

This Privacy Policy applies to:

- Our website at www.scalethroughautomation.io and all related subdomains
- Our SaaS products and AI automation services
- Communications between you and STA, including email, SMS, phone, and online forms
- Payment transactions for our services

This Privacy Policy does **not** apply to Client Data processed within the Client's own environment in connection with our AI and automation services. Please see [Section 5 \(Client Data and AI Services\)](#) for details on how we handle Client Data.

This Privacy Policy should be read in conjunction with our [Terms and Conditions \(Version 2.0\)](#) (`terms_and_conditions.md`), which govern your use of our Services.

Important — Our Data Handling Differentiator: STA does **not** store, copy, or retain Client Data on our own servers or infrastructure. All AI and automation services are delivered within your own environment. We believe your data belongs to you — and it stays with you.

2. Information We Collect

We collect the following categories of personal information:

2.1 Identifiers and Contact Information

- Full name
- Email address
- Phone number
- Mailing or billing address
- Company name and job title

2.2 Commercial and Financial Information

- Transaction and billing history
- Services purchased or considered
- Payment method type (e.g., credit card, debit card, or ACH)
- Billing address associated with a payment method
- Last four digits of a payment card (for reference purposes only)

Note: Full credit card numbers, debit card numbers, CVVs, and bank account numbers are collected and processed exclusively by our PCI DSS-compliant third-party payment processors. STA does not directly store these sensitive payment credentials on its own systems.

2.3 Internet and Electronic Network Activity

- IP address
- Browser type, version, and language
- Device type and operating system
- Pages viewed, links clicked, and actions taken on our website
- Referring URL and exit pages
- Date and time of visits

2.4 Geolocation Data

- Approximate geographic location derived from your IP address (city/region level only)

2.5 Professional and Business Information

- Company name and industry
- Business inquiry details and project descriptions
- Information provided during onboarding (e.g., workflows, system requirements)

2.6 Communications Data

- Content of emails, SMS messages, chat conversations, and form submissions you send to us
- Communication preferences and consent records

2.7 Inferences

- Business interests and service preferences inferred from your interactions with our website and communications

CCPA Categories Summary

For California residents, the categories above correspond to the following CCPA personal information categories:

CCPA Category	Examples We Collect
A. Identifiers	Name, email, phone number, IP address
B. Personal Information (Cal. Civ. Code § 1798.80)	Name, address, phone number
D. Commercial Information	Transaction records, services purchased, billing history
F. Internet or Electronic Network Activity	Browsing history, search history, interaction with our website
G. Geolocation Data	Approximate location from IP address
K. Inferences	Preferences and interests drawn from the above

We do **not** collect: Social Security numbers, driver's license numbers, biometric data, health information, or education records through our website or standard service delivery.

3. How We Collect Information

We collect personal information through the following methods:

3.1 Directly From You

- When you complete forms on our website (contact forms, consultation requests, demo requests)
- When you communicate with us via email, phone, SMS, or chat

- When you subscribe to our newsletter or marketing communications
- When you sign up for or purchase our services
- When you provide payment information to process transactions
- When you provide onboarding information for service delivery

3.2 Automatically Through Technology

- Through cookies, web beacons, pixels, and similar tracking technologies when you visit our website
- Through server logs that record your interactions with our website
- Through analytics tools integrated into our website

3.3 From Third Parties

- From payment processors regarding transaction status and billing confirmations
- From analytics and advertising partners (e.g., Google Analytics)
- From publicly available sources relevant to your business inquiry

4. How We Use Your Information

We use the personal information we collect for the following purposes:

Purpose	Legal Basis (GDPR)	Details
Service Delivery	Performance of a contract	Providing, operating, and maintaining our SaaS products, AI, and automation services
Account Management	Performance of a contract	Managing your account, processing onboarding, and communicating about your services
Payment Processing	Performance of a contract	Processing payments, managing billing, and maintaining transaction records
Customer Support	Performance of a contract / Legitimate interest	Responding to inquiries, troubleshooting issues, and providing technical support
Service Communications	Performance of a contract	Sending appointment reminders, service updates, onboarding notifications, and account alerts
Marketing Communications	Consent	Sending promotional emails and SMS messages (only with your explicit opt-in consent)
Website Improvement	Legitimate interest	Analyzing website usage to improve functionality, content, and user experience
Security and Fraud Prevention	Legitimate interest / Legal obligation	Protecting against unauthorized access, fraud, and other security threats
Legal Compliance	Legal obligation	Complying with applicable laws, regulations, and legal processes
Analytics and Reporting	Legitimate interest	Understanding how our services are used to improve our offerings (using aggregated, non-identifying data)
Enforcing Our Terms	Legitimate interest	

Purpose	Legal Basis (GDPR)	Details
		Enforcing our Terms and Conditions, Acceptable Use Policy, and other agreements

We will not use your personal information for purposes materially different from those listed above without providing you with notice and, where required by law, obtaining your consent.

5. Client Data and AI Services

This section describes how we handle data during the delivery of our AI and automation consulting, development, support, and maintenance services. It is one of our most important privacy commitments.

5.1 Our No-Storage Model

STA operates on a fundamental principle: **your data stays in your environment**. When we deliver AI and automation services — including AI employee deployment, workflow automation, CRM integrations, and related consulting — we work entirely within the Client’s own platforms, systems, and infrastructure (“Client Environment”).

Specifically:

- **We do NOT store Client Data.** STA does not copy, download, or retain Client Data (including customer records, conversation logs, knowledge bases, or interaction data) on STA-owned servers, databases, or infrastructure.
- **We do NOT share Client Data.** Client Data is never sold, rented, shared with, or disclosed to third parties for their own purposes.
- **We do NOT use Client Data for AI training.** Client Data is never used to train, fine-tune, or improve AI models — whether our own or any third party’s — without the Client’s explicit prior written consent.

5.2 What We Do Access

In the course of delivering Services, STA personnel may temporarily access Client systems to:

- Configure and deploy AI Employees (voice agents, chat agents, email agents, operations agents)
- Set up integrations with CRM, telephony, email, and other business systems
- Perform testing, optimization, troubleshooting, and maintenance
- Provide ongoing support as contracted

This access is strictly **purpose-limited** (only for service delivery) and governed by the **principle of data minimization** (only what is necessary). All access is subject to our [Terms and Conditions \(Section 5\)](#) (terms_and_conditions.md) and, where applicable, a Data Processing Agreement (“DPA”).

5.3 Data Processing Relationship

When STA processes personal data on behalf of a Client (for example, configuring an AI agent that interacts with the Client’s customers), STA acts as a **data processor** (under the GDPR) or a **service provider** (under the CCPA/CPRA). The Client remains the **data controller** or **business** responsible for its own data and its customers’ data.

5.4 Third-Party AI Providers

Our Services may utilize third-party AI model providers (e.g., OpenAI, Anthropic, Google). When these providers are involved:

- Data is processed in accordance with each provider’s data handling policies and applicable DPAs
- STA ensures that subprocessors are bound by data protection obligations no less protective than those in our own agreements
- A current list of subprocessors is available upon request
- We provide at least 30 days’ advance notice before engaging a new subprocessor that processes Client Data, with the Client’s right to object

5.5 Data Processing Agreements

Enterprise clients and any client requiring formal data protection documentation may request a DPA from STA that addresses GDPR Article 28 requirements, including subject matter and duration of processing, nature and purpose of processing, categories of data subjects and data types, processor obligations, subprocessor management, breach notification, audit rights, and data return/deletion upon termination.

To request a DPA, contact us at info@scalethroughautomation.io with the subject line “DPA Request.”

6. Payment Information and Processing

6.1 Payment Methods Accepted

STA accepts payments via credit card, debit card, and ACH (Automated Clearing House) transfer. All payments are processed in U.S. dollars unless otherwise agreed in writing.

6.2 Third-Party Payment Processors

All payment transactions are processed by **PCI DSS-compliant third-party payment processors**. When you provide payment information:

- Your credit card number, debit card number, CVV, and/or bank account and routing numbers are transmitted directly to and stored by our payment processor — **not by STA**.
- STA may receive and retain limited payment reference information from the processor, such as the last four digits of a card number, card brand, expiration date, billing address, and transaction confirmation details, solely for billing administration, customer support, and record-keeping purposes.
- Our payment processors are contractually required to handle your financial data in compliance with PCI DSS standards and applicable law.

6.3 ACH-Specific Disclosures

If you choose to pay via ACH transfer, you authorize our payment processor to initiate electronic debits from the bank account you designate. Your bank account number and routing number are transmitted directly to our payment processor and are **not stored by STA**. ACH transactions are governed by NACHA Operating Rules and Regulation E (Electronic Fund Transfer Act), which provide consumer protections for electronic payments.

6.4 What STA Does NOT Store

STA does **not** directly store on its own systems:

- Full credit or debit card numbers
- Card verification values (CVV/CVC)
- Bank account numbers or routing numbers
- PINs or other sensitive authentication data

6.5 Payment Data Retention

Transaction records (including amounts, dates, payment method type, and last four digits of the card) are retained for the duration specified in [Section 8 \(Data Retention\)](#) for accounting, tax compliance, and dispute resolution purposes.

7. Information Sharing and Disclosure

STA does **not** sell, rent, or share your personal information with third parties for their own marketing purposes. We do not sell or share personal information as those terms are defined under the CCPA/CPRA.

We may disclose your personal information to the following categories of recipients, solely for the purposes described below:

7.1 Service Providers and Processors

We share personal information with trusted third-party service providers who assist us in operating our business, including:

Provider Category	Purpose	Data Shared
Payment processors	Processing credit card, debit, and ACH transactions	Payment and billing information
Email service providers	Sending transactional and marketing emails	Name, email address
SMS/messaging providers	Sending text messages and notifications	Name, phone number
Website analytics providers	Analyzing website traffic and usage	IP address, browsing data, device info
Cloud hosting providers	Hosting our website and business tools	Data as needed for hosting
CRM and business tools	Managing customer relationships and operations	Contact info, communications

All service providers are contractually obligated to protect your information, use it only for the purposes for which it was disclosed, and comply with applicable data protection laws.

7.2 Legal Requirements

We may disclose your information when required to do so by law, regulation, legal process, or governmental request, including to:

- Comply with a subpoena, court order, or similar legal process
- Respond to a lawful request by public authorities, including law enforcement or national security agencies
- Protect the rights, property, or safety of STA, our clients, or the public

7.3 Business Transfers

In the event of a merger, acquisition, reorganization, sale of assets, or bankruptcy, your personal information may be transferred to the acquiring entity. We will notify you via email and/or a prominent notice on our website before your personal information becomes subject to a different privacy policy.

7.4 With Your Consent

We may share your information for other purposes when you have given us your explicit consent to do so.

7.5 Mobile Information

We do **not** share mobile phone numbers or SMS opt-in/opt-out data with third parties or affiliates for their own marketing or promotional purposes. Mobile information may be shared with service providers (e.g., messaging platforms) solely to deliver SMS communications you have consented to receive, under contractual obligations to protect and limit the use of your data.

8. Data Retention

We retain personal information only for as long as necessary to fulfill the purposes for which it was collected, as described in this Privacy Policy, or as required by law. The following table outlines our standard retention periods:

Data Category	Retention Period	Reason
Account and contact information	Duration of the service relationship + 3 years	Service delivery, customer support, and legal obligations
Transaction and billing records	7 years from transaction date	Tax compliance, accounting, and legal obligations
Marketing consent records	Duration of consent + 5 years	Regulatory compliance (TCPA, CAN-SPAM, GDPR)
SMS opt-in/opt-out records	5 years from date of consent or opt-out	TCPA compliance and carrier requirements
Website analytics data	26 months from collection	Website improvement and analytics
Email communications	3 years from date of communication	Customer support and record-keeping
Inquiry and form submissions	2 years from submission (or conversion to client)	Sales follow-up and service delivery
Client onboarding data	Duration of service relationship + 1 year	Service delivery and wind-down
Cookies and tracking data	Varies by cookie type (see Section 15)	Website functionality and analytics

Upon expiration of the applicable retention period, personal information is securely deleted or anonymized. If deletion is not immediately possible (for example, because the data is stored in backup archives), we will securely isolate the data and cease further processing until deletion is feasible.

You may request earlier deletion of your personal information by contacting us at info@scalethroughautomation.io, subject to any overriding legal obligations to retain the data.

9. Data Security

We take the security of your personal information seriously and implement administrative, technical, and physical safeguards designed to protect it against unauthorized access, alteration, disclosure, or destruction.

9.1 Security Measures

Our security practices include:

- **Encryption in transit:** All data transmitted between your browser and our website is protected using TLS 1.2 or higher encryption.

- **Access controls:** Role-based access controls and the principle of least privilege govern access to personal information by STA personnel.
- **Multi-factor authentication:** STA personnel use multi-factor authentication when accessing client systems and internal tools.
- **Regular assessments:** We conduct regular security reviews and assessments of our systems and practices.
- **Incident response:** We maintain a documented incident response plan to address potential security events promptly.
- **Employee training:** STA personnel receive training on data protection and security best practices.

9.2 Data Breach Notification

In the event of a security breach affecting your personal information:

- We will notify affected individuals and applicable regulatory authorities as required by law (within 72 hours for GDPR-covered breaches; in accordance with applicable state breach notification timelines for U.S. breaches).
- Notification will include the nature of the breach, the categories of data affected, the likely consequences, and the remedial measures taken or proposed.
- We will cooperate with affected individuals and regulators in any resulting investigation.

9.3 Limitations

While we strive to protect your personal information, no method of transmission over the Internet or electronic storage is 100% secure. We cannot guarantee absolute security, but we are committed to maintaining safeguards consistent with industry standards for the types of information we handle.

10. Your Privacy Rights

Depending on your location and applicable law, you may have the following rights with respect to your personal information:

- **Right to Access:** Request a copy of the personal information we hold about you.
- **Right to Correction:** Request correction of inaccurate or incomplete personal information.
- **Right to Deletion:** Request deletion of your personal information, subject to certain exceptions.
- **Right to Opt Out of Marketing:** Opt out of receiving marketing emails and SMS messages at any time.
- **Right to Information:** Request information about how your personal information is collected, used, and shared.

To exercise any of these rights, please contact us at:

- **Email:** info@scaletroughautomation.io (Subject line: "Privacy Request")
- **Phone:** (817) 809-3820
- **Mail:** Scale Through Automation, LLC, 111 East 17th Street, Austin, Texas 78701

We will respond to verified requests within 30 days (for GDPR requests) or 45 days (for CCPA/CPRA requests, extendable to 90 days with notice).

Non-Discrimination: We will not discriminate against you for exercising any of your privacy rights. We will not deny you services, charge different prices, provide a different quality of service, or retaliate in any way for exercising your rights.

Additional rights for California residents and individuals in the EEA, UK, and Switzerland are detailed in the following sections.

11. Your California Privacy Rights (CCPA/CPRA)

This section provides additional disclosures required by the California Consumer Privacy Act, as amended by the California Privacy Rights Act (“CCPA/CPRA”), for residents of California.

11.1 Notice at Collection

At or before the time we collect your personal information, you have the right to be informed of:

- **The categories of personal information we collect** — See [Section 2 \(Information We Collect\)](#) for the full list, including the CCPA categories table.
- **The purposes for which we use each category** — See [Section 4 \(How We Use Your Information\)](#).
- **Whether we sell or share your personal information** — We do **not** sell or share your personal information (see Section 11.3 below).
- **How long we retain each category** — See [Section 8 \(Data Retention\)](#).

11.2 Your CCPA/CPRA Rights

As a California resident, you have the following rights:

Right	Description
Right to Know / Access	Request disclosure of the categories and specific pieces of personal information we have collected about you, the sources of collection, the business purposes, and the categories of third parties to whom it is disclosed.
Right to Delete	Request deletion of personal information we have collected from you, subject to certain legal exceptions (e.g., completing a transaction, security, legal obligations, internal uses compatible with your expectations).
Right to Correct	Request correction of inaccurate personal information we maintain about you.
Right to Opt Out of Sale/Sharing	Direct us not to sell or share your personal information. See Section 11.3.
Right to Limit Use of Sensitive PI	Direct us to limit the use and disclosure of sensitive personal information to purposes necessary for performing services. (Note: STA does not collect sensitive personal information beyond what is necessary for payment processing through third-party processors.)
Right to Non-Discrimination	You will not be discriminated against for exercising any of your CCPA rights.

11.3 We Do Not Sell or Share Your Personal Information

STA does not sell your personal information. We have not sold personal information in the preceding twelve (12) months and do not have plans to do so.

STA does not “share” your personal information for cross-context behavioral advertising as defined under the CPRA. We do not provide your personal information to third parties for the purpose of cross-context behavioral advertising.

If we ever change this practice, we will update this Privacy Policy and provide a “Do Not Sell or Share My Personal Information” link on our website, and we will honor Global Privacy Control (“GPC”) browser signals as a valid opt-out request.

11.4 How to Submit a Request

You may submit a CCPA request through any of the following methods:

- **Email:** info@scalethroughautomation.io (Subject line: “CCPA Request”)
- **Phone:** (817) 809-3820

We will verify your identity before processing your request. Verification may require you to provide information that matches information we have on file. We will respond to verified requests within **45**

days, which may be extended by an additional 45 days (for a total of 90 days) with notice if reasonably necessary.

11.5 Authorized Agents

You may designate an authorized agent to submit a request on your behalf. To do so, you must:

- Provide the authorized agent with signed, written permission to act on your behalf, **or**
- Provide a valid power of attorney under California Probate Code sections 4000-4465

We may still require you to verify your own identity directly with us and confirm that you authorized the agent to act on your behalf.

11.6 Financial Incentive Disclosure

STA may offer promotions, discounts, or other financial incentives in exchange for the collection of personal information (e.g., email address for a discount code). Participation in such programs is voluntary. You may opt out at any time by unsubscribing or contacting us. The value of the financial incentive is reasonably related to the value of the personal information collected, based on the expense related to delivering the incentive and the value of the data to our business operations.

11.7 California Shine the Light

Under California Civil Code Section 1798.83, California residents may request information about our disclosure of personal information to third parties for their direct marketing purposes. As stated above, we do not share personal information with third parties for their direct marketing purposes.

12. Your Rights Under the GDPR (EEA, UK, and Switzerland)

This section provides additional disclosures for individuals located in the European Economic Area (“EEA”), United Kingdom (“UK”), or Switzerland, as required by the General Data Protection Regulation (“GDPR”) and UK GDPR.

12.1 Data Controller

For personal data collected through our website, marketing communications, and direct business interactions, Scale Through Automation, LLC acts as the **data controller**. When STA processes personal data on behalf of a Client in connection with our AI and automation services, STA acts as a **data processor** under the Client’s instructions.

12.2 Legal Bases for Processing

We process personal data only when we have a valid legal basis under Article 6 of the GDPR:

Legal Basis	When We Rely on It
Consent (Art. 6(1)(a))	Marketing emails, SMS messages, non-essential cookies. You may withdraw consent at any time (see Section 12.5).
Performance of a Contract (Art. 6(1)(b))	Delivering services, account management, payment processing, and onboarding communications.
Legitimate Interest (Art. 6(1)(f))	Website analytics, security, fraud prevention, service improvement, and enforcing our Terms. Our legitimate interests do not override your fundamental rights and freedoms.
Legal Obligation (Art. 6(1)(c))	Complying with tax, accounting, and legal requirements.

12.3 Your GDPR Rights

As a data subject under the GDPR, you have the following rights:

Right	Description
Right of Access (Art. 15)	Request a copy of the personal data we hold about you and information about how it is processed.
Right to Rectification (Art. 16)	Request correction of inaccurate or incomplete personal data.
Right to Erasure (Art. 17)	Request deletion of your personal data (“right to be forgotten”), subject to legal exceptions.
Right to Restriction (Art. 18)	Request that we restrict processing of your personal data in certain circumstances.
Right to Data Portability (Art. 20)	Request your personal data in a structured, commonly used, machine-readable format, and request transfer to another controller.
Right to Object (Art. 21)	Object to processing based on legitimate interests or direct marketing.
Right Related to Automated Decision-Making (Art. 22)	Not be subject to a decision based solely on automated processing (including profiling) that produces legal or similarly significant effects. Note: STA does not engage in solely automated individual decision-making as described under Art. 22 in its direct business relationships.
Right to Withdraw Consent	Withdraw consent for any processing based on consent at any time, without affecting the lawfulness of processing based on consent before its withdrawal.
Right to Lodge a Complaint	Lodge a complaint with your local data protection supervisory authority.

12.4 How to Exercise Your GDPR Rights

You may exercise your rights by contacting us at:

- **Email:** info@scalethroughautomation.io (Subject line: “GDPR Request”)
- **Mail:** Scale Through Automation, LLC, 111 East 17th Street, Austin, Texas 78701

We will respond to data subject requests within **30 days** of receipt, which may be extended by an additional 60 days for complex or numerous requests, with notice.

We will verify your identity before processing your request. Requests are provided free of charge unless they are manifestly unfounded or excessive, in which case we may charge a reasonable fee or decline to act.

12.5 Withdrawing Consent

Where we rely on your consent to process personal data, you may withdraw consent at any time by:

- Clicking the “unsubscribe” link in any marketing email
- Replying **STOP** to any marketing SMS message
- Adjusting your cookie preferences through our cookie consent mechanism on the website
- Contacting us at info@scalethroughautomation.io

Withdrawal of consent does not affect the lawfulness of processing carried out before the withdrawal.

12.6 EU Representative

As STA is based in the United States, we may be required to appoint a representative in the EU under Article 27 of the GDPR. If you are located in the EEA and wish to contact our representative, or if you have questions about our data processing, please contact us at info@scalethroughautomation.io (Subject line: “EU Privacy Inquiry”) and we will direct your inquiry to the appropriate contact.

12.7 Data Protection Impact Assessments

Where required under Article 35 of the GDPR, STA conducts Data Protection Impact Assessments for processing activities that are likely to result in a high risk to the rights and freedoms of individuals, including the use of AI technologies and large-scale data processing.

13. SMS and Text Messaging Privacy

13.1 SMS Consent and Opt-In

If you opt in to receive SMS/text messages from STA, you consent to receive messages that may include:

- Appointment reminders and scheduling updates
- Onboarding and service notifications
- Account alerts and service status updates
- Marketing and promotional messages (**requires separate opt-in**)

Consent to receive SMS messages is not a condition of purchasing any services from STA.

13.2 Message Frequency and Rates

Message frequency varies based on your account activity and communication preferences. Standard message and data rates from your wireless carrier may apply. Contact your carrier for details about your messaging plan.

13.3 Opt-Out

You may opt out of SMS messages at any time by replying **STOP** to any message from STA. Upon opting out, you will receive a single confirmation message and no further texts will be sent. Opt-out requests are processed within **10 business days**.

You may also opt out by contacting us at info@scalethroughautomation.io or (817) 809-3820.

13.4 Help

For assistance with our SMS program, reply **HELP** to any message, or contact us at info@scalethroughautomation.io or (817) 809-3820.

13.5 Mobile Information Sharing

We do **not** share your mobile phone number, SMS opt-in status, or SMS opt-out status with third parties or affiliates for their own marketing or promotional purposes. Mobile information may only be shared with messaging service providers solely to deliver communications you have consented to receive, under contractual obligations to protect and limit the use of your data.

13.6 Quiet Hours

Marketing SMS messages will not be sent before 8:00 AM or after 9:00 PM in the recipient's local time zone, in accordance with TCPA requirements.

13.7 Age Requirement

You must be 18 years of age or older to opt in to SMS communications from STA.

13.8 Carrier Disclaimer

Wireless carriers are not liable for delayed or undelivered messages.

13.9 Consent Records

STA maintains detailed records of SMS consent, including the exact consent language, timestamp, method of consent, and contact details, for a minimum of five (5) years in compliance with TCPA requirements and carrier expectations.

14. Email Communications

14.1 Transactional Emails

By engaging with STA or using our Services, you will receive transactional and service-related emails, including invoices, service updates, account notifications, and appointment reminders. These emails are necessary for service delivery and are not subject to marketing opt-out.

14.2 Marketing Emails

We send marketing and promotional emails only to individuals who have explicitly opted in to receive them. We do not use pre-checked boxes or implied consent for marketing communications.

14.3 Opt-Out and CAN-SPAM Compliance

In accordance with the CAN-SPAM Act:

- Every marketing email includes a clear and conspicuous **unsubscribe link**.
- Unsubscribe requests are honored within **10 business days**.
- We do not charge a fee or require you to provide additional personal information to unsubscribe.
- All marketing emails include our physical mailing address: 111 East 17th Street, Austin, Texas 78701.
- All marketing emails accurately identify STA as the sender and use non-deceptive subject lines.
- Unsubscribing from marketing emails does not affect transactional or service-related communications.

14.4 Double Opt-In

For subscribers located in the EEA, UK, or Switzerland, or where otherwise required by applicable law, we use a double opt-in process: after you submit your email address, you will receive a confirmation

email with a link to verify your subscription. Your subscription is not active until verification is complete.

15. Cookies and Tracking Technologies

15.1 What We Use

We use cookies and similar tracking technologies on our website for the following purposes:

Cookie Type	Purpose	Duration
Strictly Necessary	Enable core website functionality (e.g., navigation, security, session management)	Session or up to 1 year
Performance / Analytics	Collect information about how visitors use our website (e.g., pages visited, traffic sources) to improve performance	Up to 26 months
Functional	Remember your preferences and settings (e.g., language, region)	Up to 1 year
Marketing / Advertising	Measure the effectiveness of our advertising campaigns and deliver relevant content	Up to 13 months

15.2 Cookie Consent

- **For visitors in the EEA, UK, and Switzerland:** We obtain your explicit consent before placing non-essential cookies (performance, functional, and marketing cookies) on your device, in accordance with the GDPR and the ePrivacy Directive. You may adjust your preferences at any time through our cookie consent mechanism.
- **For visitors in California:** We honor Global Privacy Control (GPC) signals as a valid opt-out of the “sharing” of personal information through tracking technologies, as required by the CPRA.
- **All visitors:** You may control cookies through your browser settings. Most browsers allow you to refuse cookies, delete cookies, or be alerted when a cookie is set. Note that disabling cookies may affect the functionality of certain features on our website.

15.3 Do Not Track

Some web browsers transmit “Do Not Track” (DNT) signals. There is currently no universally accepted standard for how websites should respond to DNT signals. We do, however, honor GPC signals from California residents as an opt-out of personal information sharing.

15.4 Analytics

We use third-party analytics services (such as Google Analytics) to help us understand how visitors use our website. These services may collect information about your use of our website through cook-

ies and similar technologies. For more information about Google Analytics and how to opt out, visit [Google Analytics Opt-Out](https://tools.google.com/dlpage/gaoptout) (<https://tools.google.com/dlpage/gaoptout>).

16. Third-Party Links

Our website may contain links to third-party websites, services, or resources that are not owned or controlled by STA. This Privacy Policy applies only to our website and services. We are not responsible for the privacy practices or content of third-party websites. We encourage you to review the privacy policies of any third-party sites you visit.

17. Children's Privacy

Our website and services are not directed to individuals under the age of 16, and we do not knowingly collect personal information from children under 16. If we learn that we have collected personal information from a child under 16, we will take steps to delete that information promptly. If you believe we have inadvertently collected information from a child under 16, please contact us at info@scalethroughautomation.io.

For SMS communications, you must be 18 years of age or older to opt in, as stated in [Section 13.7](#).

18. International Data Transfers

STA is based in the United States. If you are accessing our website or services from outside the United States, please be aware that your personal information will be transferred to, stored, and processed in the United States, where data protection laws may differ from those in your country.

18.1 Transfer Safeguards

For personal data transferred from the EEA, UK, or Switzerland to the United States, we rely on the following safeguards:

- **EU-U.S. Data Privacy Framework (DPF):** Where applicable, we rely on the EU-U.S. Data Privacy Framework, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework for covered transfers.
- **Standard Contractual Clauses (SCCs):** Where the DPF does not apply, we enter into Standard Contractual Clauses approved by the European Commission (or the UK Information Commissioner's Office, as applicable) with data importers and exporters to ensure adequate data protection.
- **Supplementary Measures:** Where required, we implement supplementary technical and organizational measures (such as encryption and access controls) to ensure that transferred data receives a level of protection essentially equivalent to that guaranteed within the EEA.

18.2 Your Rights Regarding International Transfers

You have the right to request information about the specific transfer mechanisms we use for your personal data. To make such a request, please contact us at info@scalethroughautomation.io (Subject line: "Data Transfer Inquiry").

19. Changes to This Privacy Policy

We may update this Privacy Policy from time to time to reflect changes in our practices, technology, legal requirements, or other factors. When we make changes:

- **Material changes:** We will notify you by email (to the address associated with your account) and/or by posting a prominent notice on our website at least **30 days** before the changes take effect.
- **Minor changes:** Non-material updates (e.g., formatting, clarifications) may be made without advance notice but will be reflected in the updated effective date.
- **Version tracking:** Each version of this Privacy Policy is identified by a version number and effective date.
- **Continued use:** Your continued use of our website or services after the effective date of any changes constitutes your acceptance of the updated Privacy Policy. If you do not agree to the changes, you should discontinue use and contact us to discuss your options.

Previous versions of this Privacy Policy are available upon request for reference purposes.

20. Contact Information

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

Scale Through Automation, LLC

111 East 17th Street
Austin, Texas 78701

General Inquiries: info@scalethroughautomation.io

Phone: (817) 809-3820

For privacy requests (access, deletion, correction): info@scalethroughautomation.io (Subject line: "Privacy Request")

For CCPA/CPRA requests: info@scalethroughautomation.io (Subject line: "CCPA Request")

For GDPR requests: info@scalethroughautomation.io (Subject line: "GDPR Request")

For DPA requests: info@scalethroughautomation.io (Subject line: "DPA Request")

For data transfer inquiries: info@scalethroughautomation.io (Subject line: "Data Transfer Inquiry")

For EU privacy inquiries: info@scalethroughautomation.io (Subject line: "EU Privacy Inquiry")

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Disclaimer: This Privacy Policy is provided for informational purposes and should be reviewed by qualified legal counsel before implementation. This document does not constitute legal advice.