一、声明适用范围 | Scope of Application

本政策适用于[智简科技(苏州)有限公司]提供的 SaaS 产品及相关服务。使用我们的服务 即表示您同意本政策的条款。

This policy applies to the SaaS product and related services provided by [Your Company Name]. By using our services, you consent to the terms herein.

二、信息收集范围 | Information We Collect

- 1. **账户信息** : 姓名、电子邮箱、密码、企业信息(如适用) *Account Information*: Name, email, password, organization details (if applicable)
- 2. **行为数据** : 功能使用频率、使用时长、IP 地址、设备标识符 Usage Data: Feature engagement metrics, duration, IP addresses, device identifiers

三、数据使用条款 | Data Usage

我们仅在以下法律依据下处理数据:

We process data only under the following legal bases:

- 履行合同义务(GDPR 第 6(1)(b)条)
 Contractual necessity (GDPR Art.6(1)(b))
- 遵守法定义务(GDPR 第 6(1)(c)条)
 Legal compliance obligations (GDPR Art.6(1)(c))
- 合法商业利益(GDPR 第 6(1)(f)条)
 Legitimate business interests (GDPR Art.6(1)(f))

数据类型	保留期限	法律依据
账户信息	账户到期后 180 天	合同法义务
日志数据	12 个月	网络安全法
争议相关数据	争议解决后2年	民事诉讼法

四、数据保留期限 | Data Retention

Data Type | Retention Period | Legal Basis

Account Data | 180 days post-account expired | Contractual obligations Log Data | 12 months (permanently anonymized thereafter) | Cybersecurity Law Dispute-related Data | 2 years post-resolution | Civil Procedure Law

五、数据共享限制 | Data Sharing

- **严格禁止**:未经用户明确同意不得向第三方出售数据 *Prohibition*: No sale of data to third parties without explicit consent
- 2. 授权合作伙伴 : 仅限于通过 ISO 27001 认证的云服务商 (AWS/GCP/Azure) Authorized Partners: Limited to ISO 27001 certified cloud providers

(AWS/GCP/Azure)

3. **法律披露** : 仅在收到有效法院令状后配合披露 *Legal Disclosure*: Compliance only upon valid court orders

六、用户权利与限制 | User Rights & Limitations

您有权:

You have the right to:

- 请求数据副本(每年免费1次,超出按50/次收费)
 **Requestdatacopies*(1*freeannually*,50 per additional request)*
- 提出删除请求 Request deletion
- 撤回同意(可能导致服务功能受限)
 Withdraw consent (may limit service functionality)

我们保留在以下情况拒绝请求的权利:

We reserve the right to deny requests when:

- 请求超出合理范围(GDPR 第 12(5)条)
 Requests are manifestly unfounded (GDPR Art.12(5))
- 验证失败或存在欺诈风险 *Failed authentication or suspected fraud*

七、跨境传输条款 | International Transfers

- 1. 欧盟数据通过标准合同条款(SCCs)传输 EU data transferred under Standard Contractual Clauses
- 2. 中国数据存储于境内服务器(根据《网络安全法》第 37 条) *China data stored locally per Cybersecurity Law Art.37*

八、免责声明 | Disclaimer

我们采取符合行业标准的防护措施,但无法保证绝对安全。因不可抗力或第三方攻击导致的 数据泄露,我们免于赔偿责任。

We implement industry-standard protections, but cannot guarantee absolute security. We shall not be liable for data breaches caused by force majeure or third-party attacks.

九、争议解决 | Dispute Resolution

因本政策产生的争议,双方同意提交[指定仲裁机构]仲裁,适用中国法律。 Disputes arising from this policy shall be resolved through arbitration at [Arbitration Institution] under the laws of China.

十、政策更新 | Policy Updates

重大变更将提前 30 天通过注册邮箱通知。继续使用服务视为接受新条款。

Material changes will be notified 30 days in advance via registered email. Continued use constitutes acceptance.