

Privacy and data protection

Privacy Policy

Website, business and Flow hōjin SaaS

How FlowGenchi Establishment collects, uses, protects, shares, retains and destroys personal data under the laws of the Kingdom of Saudi Arabia.

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01 - Scope and roles

One policy, two distinct data roles.

FlowGenchi Establishment ("Flow", "we", "us" or "our") is an establishment registered in the Kingdom of Saudi Arabia. We provide the Flow website, conduct business communications and offer Flow hōjin as a licensed software-as-a-service (SaaS) subscription.

Read the role that applies. This policy covers both data for which Flow decides the purpose and means of processing, and customer operational data that Flow processes for a subscribing organization. Those roles are different and are stated below.

Flow as controller

Flow is the controller for personal data collected through this website and its own enquiries, demonstrations, contracting, billing, account administration and direct business communications. Flow may also act as controller for limited service-security or account records where Flow determines their purpose to operate and protect the SaaS service.

Flow as processor

For operational records placed in Flow hōjin by a subscriber - such as audits, incidents, actions, approvals and related evidence - the subscribing organization ordinarily determines why and how the records are used and acts as controller. Flow processes that data on documented instructions under the subscription agreement and data-processing terms.

What this policy covers

- visitors to flowgenchi.sa and people who contact or contract with Flow;
- subscriber administrators and authorised Flow hōjin users;
- personal data contained in customer operational records processed through Flow hōjin; and
- the public browser-based demonstration, where available.

What governs service-specific processing

The subscription order, service agreement and data-processing terms define the subscribed scope, documented instructions, permitted data categories, service location, subprocessors, access, retention, return, export and deletion arrangements. If those terms provide stronger protection than this general policy, the stronger term applies. This policy is not a substitute for the customer data-processing agreement.

Reference framework

This policy is issued with reference to the Saudi Personal Data Protection Law, its Implementing Regulations, and the Regulation on Personal Data Transfer Outside the Kingdom, as applicable.

02 - Data and purposes

Data is limited to a stated purpose.

Category	Examples	Purpose and role	Retention basis
Enquiry and demo data	Name, work contact details, employer, role, correspondence, NDA and demo records.	Respond, arrange a demonstration, protect confidential material and follow up. Flow acts as controller on consent, pre-contract steps or legitimate interest as applicable.	Normally 24 months after the last exchange; NDA records follow the confidentiality and legal limitation period.
Contracting and billing	Signatory, business contacts, contract, subscription order, invoice and tax records.	Form, deliver and administer the subscription and meet legal, accounting and tax obligations. Flow acts as controller.	Normally 10 years after contract end where required for commercial records.
Account and security data	User name, work email, organization, role, authentication events, administrative actions, device and service logs.	Create accounts, authenticate users, administer the tenant, prevent abuse, investigate faults and protect the service. Role depends on the record and the agreed terms.	For the account or contract term and a limited post-termination period stated in the agreement or retention schedule.
Customer operational data	Audits, incidents, CAPA, RCA, MOC, JSA, actions, evidence, names, sign-offs and configured fields.	Provide, secure, maintain, back up and support Flow hōjin on the subscriber's documented instructions. The subscriber ordinarily acts as controller and Flow as processor.	For the subscription term, then returned, exported, deleted or anonymised under the agreement and backup-expiry cycle.
Website technical data	IP address, browser/device type, visited pages, date/time, referral and security logs.	Serve and protect the website, prevent abuse and understand use. Flow acts as controller based on legitimate interest or consent where required.	Normally up to 12 months, then deleted or aggregated.

Sensitive personal data

Flow does not seek sensitive personal data in ordinary enquiries or marketing. Customer operational records may contain sensitive or higher-risk data where a subscriber's lawful process requires it, for example health or incident information. The subscriber must establish the lawful basis, configure access appropriately and use only agreed data categories. Flow applies the additional safeguards stated in the service agreement and data-processing terms.

Public demonstration

Where the public demonstration stores entries only in the browser's local storage, those entries remain on the user's device and are not transmitted to Flow. Clearing the browser storage removes them. A future hosted trial or production tenant will be identified separately and governed by its own notice and terms.

03 - SaaS processing and sharing

Managed SaaS with defined boundaries.

Flow responsibilities

Within the subscribed scope, Flow operates the SaaS application and uses proportionate technical and organisational controls. Depending on the service and risk, these may include access controls, multi-factor authentication for privileged access, encryption in transit and at rest where supported, tenant separation, monitoring, backups, recovery controls, vulnerability and change management, confidentiality obligations and incident response.

Authorised Flow personnel may access customer operational data only where necessary to operate, secure, troubleshoot or support the service, or where the subscriber instructs Flow to do so. Access remains subject to confidentiality, need-to-know controls and the agreed terms.

Subscriber responsibilities

The subscriber governs its users, roles, authentication choices, endpoint security, submitted content, lawful basis, notices, approvals, retention choices and authorised integrations. It must avoid uploading data outside the agreed scope and promptly remove access when a user no longer requires it.

No security control eliminates all risk. The parties' detailed security, availability, recovery and support commitments are those stated in the executed agreement, not assumptions created by marketing copy.

Recipients and subprocessors

Flow discloses personal data only where needed for a stated purpose, subject to contract, confidentiality and applicable law. Recipient categories may include:

SaaS and business providers

- cloud hosting, infrastructure, storage and backup providers;
- identity, security, monitoring and technical support providers;
- email, document, electronic-signature and business software providers; and
- banks, payment providers and professional advisers.

Required disclosures

- competent authorities where Saudi law, a judicial order or a lawful request requires disclosure; and
- successors in a lawful restructuring, subject to equivalent protection and notice where required.

The current subprocessor list and any service-specific notice are available under the agreement or on request.

Transfers outside the Kingdom

The applicable hosting region and any cross-border processing are defined in the subscription documents. Where personal data is transferred or disclosed outside Saudi Arabia, Flow and the subscriber apply the Saudi transfer rules, including data minimisation, risk assessment where required, and an approved safeguard where the destination is not recognised as adequate. Flow does not represent that all service data remains in Saudi Arabia unless the executed order expressly says so.

04 - Retention, incidents and requests

Keep only what the purpose requires.

Retention, return and deletion

Flow retains controller data for the periods stated on page 3 or as required by law. For customer operational data, the subscriber's instructions and the executed terms govern active retention, export, return, deletion and any post-termination retrieval window. Deleted data may remain in protected backups until the normal backup-expiry cycle completes, unless the agreement states a different method.

When a period ends, Flow deletes or anonymises the data so it can no longer identify a person, unless Saudi law requires continued retention. Contract, invoice and statutory accounting records may need to be retained even after a deletion request; Flow will explain the applicable reason.

Personal data breaches

Where Flow is controller

Flow assesses incidents affecting the personal data it controls and makes notifications to the competent authority and affected individuals where the legal thresholds apply, including the applicable 72-hour authority notification requirement.

Where Flow is processor

Flow notifies the subscribing controller without undue delay after becoming aware of a qualifying breach affecting customer operational data, provides available information and supports the controller's response as required by the agreement and law. The controller remains responsible for its own regulatory and data-subject notifications unless the law provides otherwise.

Requests concerning personal data

- **Website, enquiry, contract or Flow account data:** contact Flow at info@flowgenchi.sa.
- **Operational data inside a subscriber's Flow hōjin tenant:** contact the subscribing organization first. Flow will assist that controller in responding under the data-processing terms.
- Flow may verify identity using the minimum information necessary before releasing or changing data.
- Where Flow is the controller, it normally responds within 30 days and may extend once by up to 30 days with notice where the request is complex or numerous.

What Flow does not do

Flow does not sell or rent personal data. It does not use enquiry data for unrelated purposes or send marketing without the required consent. Flow does not use customer operational data for an independent purpose outside the subscriber's documented instructions, except where law requires processing.

05 - Rights, complaints and control

Ask, access, correct, copy or destroy.

Subject to the Saudi Personal Data Protection Law and any lawful exception, a data subject may have the right to be informed, access personal data, obtain a readable copy, correct inaccurate or incomplete data, request destruction when no legal retention applies, and withdraw consent where consent is the basis. Exercising a right is free of charge.

Complaints

Contact Flow at info@flowgenchi.sa if you have a concern about data Flow controls or how Flow provides processor support. For customer operational data, you may also contact the subscribing organization that controls the record. You may complain to the Saudi Data and Artificial Intelligence Authority (SDAIA) through the National Data Governance Platform. You do not have to contact Flow first where the law permits direct complaint.

Children

The public website and Flow hōjin are intended for professional and organizational use, not for children acting on their own. A subscriber that processes a child's personal data through an authorised operational process remains responsible for the lawful basis, notices and protections required for that processing.

Changes to this policy

Flow reviews this policy when its services, data practices or legal obligations change. A material change is published with a new version and effective date. Where a change materially affects subscribed processing, Flow also follows the notice and change-control provisions in the executed agreement.

Document control and revision history

Version	Effective date	Change	Published authority
1.0	11 August 2026	Initial public issue for website, business and client-deployed licensed software.	FlowGenchi Establishment
1.1	1 September 2026	Revised for Flow hōjin licensed SaaS subscription; added controller/processor roles, hosted service data, subprocessors, shared responsibility, retention, breach support and termination/export terms.	FlowGenchi Establishment

Governing language This policy is issued in English and Arabic with the same version and effective date. If the two versions differ, the Arabic edition prevails.

Product: Flow hōjin, a quality, risk and operational excellence SaaS platform. Registered software work no. 26-12-95185227 with the Saudi Authority for Intellectual Property.